



Request for Proposal: Asbestos Abatement

Issued: November 1, 2018
Proposal Due: November 13, 2018

INTRODUCTION

The Charter Township of Royal Oak “Township” is seeking qualified “Contractors” to provide asbestos abatement and removal for 5 vacant single-family dwellings. The objective is to identify qualified asbestos abatement contractors at the most competitive rates. The priorities of the Township are safety, fees and service. We invite your business to submit a proposal for consideration.

Each of these structures shall be demolished by qualified contractors. Individuals or firms shall have proper credentials, certifications, and licenses required by the Township, County, State, and Federal Government. **(NOTE: Utilities may not be available at time of abatement)**

Notwithstanding any other provisions of the RFP, the Township reserves the right to reject any or all proposals, to waive any irregularity in a proposal, and to accept or reject any item or a combination of items, when to do so would be to the advantage of the Township or its taxpayers. It is further within the right of the Township to reject proposals that do not contain all elements and information requested in this document. The Township shall not be liable for any losses incurred by any responders throughout this process.

SCOPE OF WORK

The contractor shall provide all labor and materials for Asbestos Abatement and Removal in accordance with the Scope of Work identified in Appendix A. The selected contractor shall remove all asbestos containing material and hazardous materials per Federal and State guidelines, as indicated

on inspection reports for each structure as prepared by JAC Xpress. Copies of the inspection reports are available on the Township website: www.royaloaktwp.com

In addition to the required information specified in Appendix A, all firms or individuals responding to this Bid must submit complete responses to the information requested in this section, and must note any exceptions to any information contained in the Bid.

Bids will be evaluated based upon the requested criteria and be awarded to the lowest responsible bidder. Bids should present information in a clear and concise manner, following the format indicated below. Responses to this section shall be typewritten in a font not smaller than 11 point and may be double or single sided on standard 8½" x 11" paper. There is no limit to pages submitted for complete response to this section:

1. Statement of Qualifications: Contractor shall supply all company contact information, Current License(s), Staffing, Certifications, Copy of Current Liability Insurance, along with Contractors qualifications and ability to successfully provide the services requested.
2. Name, telephone number, address, e-mail and fax number of the individual designated to receive all official correspondence relating to the project.
3. Describe the Contractor's qualifications and ability to successfully provide the services requested, including a description of prior experience
4. Provide a copy of the State of Michigan license for the company.
5. Provide certified copies of the Articles of Incorporation or Articles of Organization of the company, if applicable.
6. Provide current Good Standing Certificate for the company, if applicable.
7. Provide a listing of employees that will be responsible for the project. Include a brief resume and proof of appropriate training and relevant certificates and licenses for each.
8. Provide proof of insurance as required in Appendix D.
9. Provide contact names and telephone numbers for at least three (3) individuals, municipalities, or companies for which you have contracted similar work in the past year.
10. Provide a detailed description of any litigation resulting from use of the company's services.
11. Provide a statement on the when you may be able to begin the desired service.
12. Provide contact names and telephone numbers for at least three (3) individuals, municipalities or companies for which you have contracted similar work in the past year.
13. Provide a detailed description of any litigation resulting from use of the firm's services.
14. Provide a statement on the notification time necessary to begin execution of the desired services.
15. Provide a bid performance bond

The Township reserves the right to validate proposer’s qualifications, capability to perform, availability, past performance record, and to verify that the proposer is current in its obligations to the Township.

The Township reserves the right to waive any informality in bids, to accept any bid, and to reject any and all bids, should it be deemed in the best interest of the Township to do so.

The Township reserves the right to request clarification of and/or solicit additional information of any proposer, and/or to negotiate with any proposer regarding any terms of their bid including, but not limited to; the cost and/or scope of services, with the intent to achieve the best bid that shall result in a contract that is deemed by the Township to be in the Township’s best interests. Any such negotiations will use the selected bid as a basis to reach a final agreement, if possible.

The Township reserves the right to include in the contract for services other terms and conditions not specifically set forth herein.

PROPOSED FEE

The bidder shall provide a fee for the services requested in the attached “Asbestos Abatement Contract Bid” in Appendix A”

It is the Township’s intention to utilize the successful proposer’s services as soon as awarded. All services shall be performed according to the Agreement, as well as the submitted bid.

AGREEMENT

Contract work on behalf of the Township will be awarded **to the lowest responsible bidder.**

These structures are vacant, and will be demolished under separate contract.

The Agreement with the contractor will detail the payment procedures and documentation needed for the services rendered. The billing submitted by the contractor must provide a written description of the work completed and include any necessary justification as/if necessary, including but not limited to:

1. Vender Registration Packet (including Ethnic Ownership Report, Contractor Certification, and Prime Contractor Agreement) with Oakland County.

2. 10 Day Notification to State of Michigan for each home
3. Copies of signed receipts from the approved permitted landfill operator or receipt of material at the permitted landfill
4. Supplement the Waste Shipment Record with a list of all activities that contributed to each property's specific load of waste
5. Provide project specific documentation which shall include, but is not limited to, a copy of the complete project design including drawings, pre and post work site photos, and other reports as needed
6. A completed and appropriately signed invoice
7. Waivers of Lien for all subcontractors

ADDITIONAL INFORMATION

The funding used for this program comes from the CDBG program, pursuant to the Housing and Community Development Act of 1974, as amended (the "Act"). This federal program has stringent requirements that the Township and its Contractor's must adhere to in order to receive monetary reimbursement. Please review the requirements listed below and state in your bid your ability to fulfill these requirements:

1. Agree to Section 3 Clause (Appendix "B")
2. Service provider has not been suspended from federal benefits as listed on www.epls.gov
3. Conflict of Interest regulations found in 24CFR 570.611 (Appendix "C")
4. The selected service provider will not use funds for lobbying, and will disclose any lobbying activities
5. Other Applicable State and Local Laws

PROPOSAL SUBMISSION

Proposals should be formatted to follow the same order of Section information contained in the RFP.

Please submit five (5) single-sided original, complete proposals to:

**Charter Township of Royal Oak
21131 Garden Lane, 2nd Floor
Ferndale, MI, 48220**

Attn: Donna Squalls, Township Supervisor

(Note: Electronic or faxed submissions will not be accepted.)

Proposals must be clearly marked "ASBESTOS ABATEMENT". Late proposals will not be considered. It is the contractor's sole responsibility to ensure that their bid is physically

delivered to the Township Supervisor's Office prior to the time and date specified. Amendments to proposals will be considered only if they are received by the above deadline. The proposal must have the handwritten signature of an officer or employee having authority to bind the company to a contract by his or her signature.

The Township reserves the right to accept or reject any or all bids, either in part or in whole to waive any formalities and to accept the Bid.

BONDING REQUIREMENTS

You are required to provide a bid guarantee of 5% of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond or certified check accompanying a bid as assurance that the bidder will, upon acceptance of their submitted bid, execute such contractual documents as may be required with the time specified. The Bid Bond must be included with the bid.

COMPLIANCE REQUIREMENTS

The selected firm shall agree to indemnify, defend, and hold harmless the Township, its officers, agents, and employees from and against all claims, losses, costs or damages caused by his acts or those of his agents, or anyone for whom he may be responsible. The Township disclaims any responsibility for injury to proposers, their agents, or to others while examining the work site or at any other time.

With regard to asbestos abatement, the successful proposer shall agree to indemnify and hold the Township harmless from any and all claims whatsoever arising out of, or occurring during, the performance of the services and occasioned directly or indirectly by its error or omission, negligence, or fault.

Prior to the Township entering into a contract, the successful proposer shall produce evidence satisfactory to the Township of insurance coverage in types and amounts defined in Appendix D, and naming the Charter Township of Royal Oak, Michigan as an additional insured thereon.

Abatement must comply with OSHA standards must also adhere to the AHERA abatement protocol and be performed by a Michigan-accredited asbestos abatement contractor. All work performed by the contractor and subcontractors shall comply with the pertinent OSHA (as stated above), local, state, and federal government regulations.

The winning bidder cannot be debarred by the federal government.

All work performed under this contract must comply with the State of Michigan Department of Environmental Quality (MDEQ) regulations for asbestos containing materials, including, but not limited to NOTIFICATION OF INTENT TO RENOVATE/DEMOLISH subject to NESHAP, 40 CFR 61, SUBPART M.

A copy of this document can be found at: http://www.michigan.gov/documents/deq/deq-aqd-field-tpu-asbestos-notification-form_262676_7.pdf

This is a Federally Funded project. The contractor and subcontractors on this project must comply with HUD contract provisions 24CFR part 85.36(i), Nondiscrimination, Equal Employment Opportunity, Affirmative Action, Section 3 requirements, Anti-Kickback Act, Federal Occupational Safety and Health Act and Department of Labor Standards and Regulations as set forth in the Contract Documents. This municipality is an Equal Opportunity Employer, businesses owned by women or minorities are strongly encouraged to bid.

NON-DISCRIMINATION

Upon submission of this proposal, the Financial Institution agrees that he/she will comply with the Federal Civil Rights Act of 1964 as amended; the Federal Civil Rights Act of 1991 as amended; the Americans with Disabilities Act of 1990 as amended; the Elliot-Larson Civil Rights Act, Article 2, Act No. 453, Public Act of 1976 as amended; the Michigan Handicapper's Civil Rights Act, Article 2, Act No. 220; Public Act of 1976 as amended, and all other applicable Federal, State, and Local laws and regulations. Specifically, providers are required not to discriminate against any employee or applicant for employment with respect to such person's hire, tenure, terms, conditions, or privileges of employment, or any other matter directly or indirectly related to employment because of such person's race, color, religion, national origin, ancestry, age, sex, or disability as defined by law. Breach of this covenant may be regarded as a material breach of the contract or purchase agreement and may be processed as provided under the State of Michigan laws.

OFFER EXPIRATION DATE

Proposals in response to this RFP will be valid for 180 days from the proposal due date. The Township reserves the right to ask for an extension of time if needed

APPENDIX A
Royal Oak Township Asbestos Abatement Bid Document

Bidding Contractor _____
Representative _____
Address _____
City _____ Zip _____
Office Phone Number _____
Fax Number _____
Cell Number _____
Email _____
License Number _____

Job Duties

The contractor will be required to furnish all labor, materials, employee training, services, insurance and equipment necessary to carry out the asbestos abatement and removal as needed to complete the specifications as set forth of the Township.

The contractor shall comply with laws and regulations set forth by regulatory agencies as required. These agencies include, but are not limited to, OSHA – Occupational Safety & Health Agency, EPA – Environmental Protection Agency, ICC – Interstate Commerce Commission, DNR – Department of Natural Resources, and DOT – Department of Transportation. The Township expects that bidders will offer expertise on conformance of regulations applying to their services.

The contractor must provide the Township with copies of the landfill manifests that indicate that the debris was properly disposed of in a Type II landfill.

The contractor is required to give the Township and each adjoining neighbor a notice of the cleanup.

Bid Price per Residential Property

21322 Woodside, Royal Oak Township	\$ _____
20868 Parkside, Royal Oak Township	\$ _____
21385 Westview, Royal Oak Township	\$ _____
20785 Westview, Royal Oak Township	\$ _____
21332 Westview, Royal Oak Township	\$ _____

Grand Total \$ _____

The Township reserves the right to remove any of the structures and have the contractor hold the price for the remaining structures listed.

Please note: The contractor will have a maximum of 30 days from the time the contract is signed to complete the project.

Company Name:

Authorized Signature:

Print Name:

Date:

The Undersigned hereby declares that he/she or they are the only person(s), firm or corporation interested in this bid as principal, and that it is made without any connection with any other person(s), firm or corporation submitting a bid for the same.

The Undersigned hereby declares that they have read and understand all conditions as outlined in the Request for Bids and that the bid is made in accordance with same.

The Undersigned hereby declares that any person(s) employed by the Township who has direct or indirect personal or financial interest in this bid or in any portion of the profits that may be derived therefrom has been identified and the interest disclosed by separate attachment. (Please include in your disclosure any interest which you know. (An example of direct interest would be a Township employee who is related to any officers, employees, principal or shareholders of your company or to you. If in doubt as to status or interest, please disclose to the extent known.)

Note: Bids must bear the handwritten signature of a duly authorized member or employee of the organization submitting a bid.

Firm Name, Address and Phone Number:

Date:

Signature of Respondent(s):

Printed Name of Respondent(s)

Federal Tax I.D. Number

APPENDIX B
Section 3 Clause 135.38

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the

contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25

U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with Section 3.

APPENDIX C

Conflict of Interest Statement

Code of Standards Conduct – 24 CFR Part 85.36 (b) (3)

(Applicable to Community Development Block Grant Expenditures)

(3) Grantees and sub grantees will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the grantee or sub grantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- (i) The employee, officer or agent,
- (ii) Any member of his immediate family,
- (iii) His or her partner, or
- (iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantees or sub grantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub agreements. Grantee and sub grantees may set minimum rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards of conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and sub grantee's officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

Date: _____

Signature: _____

Printed name: _____

APPENDIX D

1. INSURANCE

The Contractor shall provide to protect the Charter Township of Royal Oak as outlined below.

2. LIMITS OF INSURANCE

The contractor, or any of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to the Township. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and SIR's are the responsibility of the Contractor.

1. **Workers' Compensation Insurance** The Contractor shall procure and maintain during the life of this contract, Workers' Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan with a minimum limit of \$100,000 each accident for any employee
2. **Commercial General Liability Insurance** The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$2,000,000 per occurrence and aggregate for Personal Injury, Bodily Injury and Property Damage, coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable; (F) Per project aggregate.
3. **Motor Vehicle Liability** The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than \$2,000,000 per occurrence combined single limit for Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
4. **Professional Liability Insurance** in an amount not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. If this policy is claims made form, the contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract.
5. **Additional Insured:** Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be

Additionally Insured: The Charter Township of Royal Oak, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers. It is understood and agreed by naming The Township as additional insured, coverage afforded is considered to be primary and any other insurance the Township may have in effect shall be considered secondary and/or excess.

6. Cancellation Notice: All policies, as described above, shall include an endorsement stating that it is understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to the Royal Oak Township Supervisor.

7. Proof of Insurance Coverage: The Contractor shall provide the Township at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.

8. Expiration of Policies: If any of the above coverage expires during term of this contract, the Contractor shall deliver renewal certificates and/or policies to the Township at least ten (10) days prior to the expiration date.

3. INDEMNIFICATION CLAUSE

To the extent permitted by law, the Contractor shall indemnify and save harmless the Township for and from all claims, demands, payments, suits, actions, recoveries, and judgments; of every name and description, brought or recovered against them or to property received or sustained by any person or persons whomsoever by reason of any action or omission of the said Contractor, his agents, servants, or his Contractors in the performance of said Work, or by or in consequence of any negligence or carelessness in connection with the same or on account of the death of or injuries to persons who shall be engaged in or about the work to be performed under this Contract; and on account of liability or obligation imposed directly or indirectly upon the Township by reasons of any law of the State or the United States, now existing or which shall hereafter be enacted, imposing any liability or obligation, or providing for compensation to any person or persons on account of or arising from the death of, or injuries to employees. Said Contractor shall pay, settle, compromise and procure the discharge of any and all such claims and all such losses, damages, expenses, liabilities, and obligations, and shall defend at his own cost and expense any and all claims, demands, suits and actions made or brought against the Township, and all Additional Named Assured, for or upon any such claim. In case the said Contractor shall fail, neglect, or refuse to comply with any of the provisions of this paragraph, the Township may, in order to protect itself, and all Additional Named Assured, from liability, defend any such claim, demand, suits or action

and pay, settle, compromise, and procure the discharge thereof, in which case the said Contractor shall repay the Township any and all such loss, damage and expense, including attorney's fees paid, suffered or incurred by the Township, and all Additional Named Assured, in so doing. So much of the monies due, or to become due, to said Contractor under this agreement as shall be deemed necessary by the Township, shall or may be retained by the Township until every and all such claims, demands, suits, actions, recoveries, judgments, liabilities and obligations have been settled and discharged and evidence to that effect furnished the Township, or the Township may collect the same in whole or in part in any lawful manner from said Contractor. The Contractor shall provide adequate insurance until his work is completed, with a reasonable insurance company which meets with the approval of the Township, covering liability to the public for loss resulting from injury to persons or damage to property arising out of or caused by his operations, acts, or omissions, or those of his subcontractors, agents, or employees in procuring work for the Township. Such insurance coverage shall be in such amounts as are provided in public liability and property damage section herein, provided, however, that such insurance coverage shall include an endorsement providing that the contractual exclusion shall be removed or in the alternative, contractual insurance shall be afforded. If the former, such endorsement shall contain specific language as follows:

"It is hereby agreed that the contractual exclusion does not apply to the contract entered into between the insured and the Township, and each Additional Named Assured as their interest may appear for the project work. Such insurance coverage shall also contain an endorsement guaranteeing that thirty (30) days' notice to the Township and each Additional Named Assured, shall be given in writing prior to the cancellation of, or change in any such insurance."

4. EXTRAS

No claim for extra compensation because of either decrease or increase in quantities will be allowed. Contractor and Owner mutually agree that in the event the Contractor is to perform services beyond, or at variance with the Scope and total price of this Contract, such services must be mutually agreed to, in advance, in writing, with agreed upon price included. Accordingly, claims for the payment of Extra Services must be substantiated by the Contractor with a written order signed by Owner or his authorized agent.

5. EMERGENCY PHONE NUMBERS

The Contractor must submit Emergency (24 Hours) phone numbers on the company letterhead when submitting contracts.

6. INCLUDED WORK

All items of work noted on the Plans or in the Specifications that are not specifically noted

in the bid, shall be considered as included with the contract and shall be completed at no extra cost to the Owner.

7. SUB-CONTRACTS

The Contractor shall not execute an Agreement with any Sub-Contractor or sub-subcontractor or permit any Sub-Contractor or sub-subcontractor to perform any work included in this Contract without the prior written consent of Owner.

Certified By: _____

Its: _____

APPENDIX E

Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)

- a) The equal opportunity clause published at 41 CFR 60-1.4(a) of this chapter is required to be included in, and is part of, all nonexempt Federal contracts and subcontracts, including construction contracts and subcontracts. The equal opportunity clause published at 41 CFR 60-1.4(b) is required to be included in, and is a part of, all nonexempt federally assisted construction contracts and subcontracts. In addition to the clauses described above, all Federal contracting officers, all applicants and all non-construction contractors, as applicable, shall include the specifications set forth in this section in all Federal and federally assisted construction contracts in excess of \$10,000 to be performed in geographical areas designated by the Director pursuant to Sec. 60-4.6 of this part and in construction subcontracts in excess of \$10,000 necessary in whole or in part to the performance of non-construction Federal contracts and subcontracts covered under the Executive order.

Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- d. "Minority" includes:
- (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through

membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability

of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

- a. The notice set forth in 41 CFR 60-4.2 and the specifications set forth in 41 CFR 60-4.3 replace the New Form for Federal Equal Employment Opportunity Bid Conditions for Federal and Federally Assisted Construction published at 41 FR 32482 and commonly known as the Model Federal EEO Bid Conditions, and the New Form shall not be used after the regulations in 41 CFR Part 60-4 become effective. [43 FR 49254, Oct. 20, 1978; 43 FR 51401, Nov. 3, 1978, as amended at 45 FR 65978, Oct. 3, 1980]

(Insert
Oakland County CDBG
Contractor Certification)

(Insert Oakland County Community & Home Improvement
Division Contractor Registration Packet)

