

NON-DISCRIMINATION CLAUSE FOR ALL CITY OF JACKSON CONTRACTS

In connection with the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee/employer for employment because of race, religion, color, national origin, age, sex, height, weight, marital status or handicap. The contractor will take affirmative action to ensure that minority applicants are employed, and that employees are treated during employment without regard to their race, religion, color, national origin, age, sex, height, weight, marital status or handicap. Such action shall include, but not be limited to, the following: layoff or termination, rates of pay or other forms of compensation, selection for training, upgrading or promotion, transfer or recruitment.
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 or handicap. As a disclaimer, the contractor may state in the advertisement that he/she is an equal opportunity employer.
3. The contractor will furnish and file compliance reports with the City of Jackson as requested. Such reports shall elicit information as to the practices, policies, program and employment statistics for the contractor and said contractor shall permit access to all books, records and accounts regarding employment practices by agents and representatives of the City 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.
5. The contractor will include, or incorporate by reference, the provisions of 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 provisions will be binding upon each subcontractor or seller.

CONTRACT COMPLIANCE

All bidders shall complete the Equal Employment Opportunity Certification, Certification of Nonsegregated Facilities, and Non-Collusion Affidavit, found in Section P of the Proposal Forms.

Company Name _____

BIDDERS: See Instructions to Bidders attached.

City Department: Water & WWTP

Opening Date: 9:00 AM, Wednesday, May 29, 2019

Subject: Chemicals

RETURN TO: Purchasing Department
10th Floor, City Hall
161 West Michigan Avenue
Jackson, Michigan 49201

MARK ENVELOPE: **Chemicals**

Proposal: We propose to furnish all materials, equipment or tools required in accordance with the specifications and conditions contained herein in consideration of the sum or sums stated below and agree that this document and its attachments will constitute the contract if accepted by the City.

CHLORINE Estimated Annual Usage 60 Tons	PRICE TO REMAIN IN EFFECT FOR	BASE BID MATERIAL	FREIGHT	TOTAL/TON
	90 CALENDAR DAYS			
	180 CALENDAR DAYS			
	365 CALENDAR DAYS			
LIQUID CAUSTIC SODA Estimated Annual Usage 130 Tons	PRICE TO REMAIN IN EFFECT FOR	BASE BID MATERIAL	FREIGHT	TOTAL/TON
	90 CALENDAR DAYS			
	180 CALENDAR DAYS			
	365 CALENDAR DAYS			
SODA ASH Usage 200 Tons	PRICE TO REMAIN IN EFFECT FOR	BASE BID MATERIAL	FREIGHT	TOTAL/TON
	90 CALENDAR DAYS			
	180 CALENDAR DAYS			
	365 CALENDAR DAYS			

Company Name _____

PHOSPHATE Estimated Annual Usage 404 CWT	PRICE TO REMAIN IN EFFECT FOR	BASE BID MATERIAL	FREIGHT	TOTAL/CWT
	90 CALENDAR DAYS			
	180 CALENDAR DAYS			
	365 CALENDAR DAYS			
CALCIUM HYPOCHLORITE TABLETS Estimated Annual Usage 30 55 lb. pails	PRICE TO REMAIN IN EFFECT FOR	BASE BID MATERIAL	FREIGHT	TOTAL/PER PAIL
	90 CALENDAR DAYS			
	180 CALENDAR DAYS			
	365 CALENDAR DAYS			
FERROUS CHLORIDE Estimated Annual Usage 250,000 Gallons	PRICE TO REMAIN IN EFFECT FOR	BASE BID MATERIAL	FREIGHT	TOTAL/GA.
	90 CALENDAR DAYS			
	180 CALENDAR DAYS			
	365 CALENDAR DAYS			
SULPHUR DIOXIDE Estimated Annual Usage 18,000 Pounds	PRICE TO REMAIN IN EFFECT FOR	BASE BID MATERIAL	FREIGHT	TOTAL/LB.
	90 CALENDAR DAYS			
	180 CALENDAR DAYS			
	365 CALENDAR DAYS			

All freight or delivery charges must be included in bid.

I hereby state that all of the information I have provided is true, accurate, and complete and that I agree to be bound by the terms and conditions. I hereby state that I have the authority to submit this

Company Name _____

bid which will become a binding contract if accepted by the City of Jackson. 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 City of Jackson that would tend to destroy or hinder free competition.

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

DATE: _____

SIGNED: _____

NAME (TYPED): _____

TITLE: _____

PHONE: _____

EMAIL: _____

FIRM NAME: _____

ADDRESS: _____

CITY,STATE, ZIP: _____

CONTRACT COMPLIANCE

DATE: April 20, 2017
TO: All Bidders
FROM: City of Jackson
SUBJECT: CONTRACT COMPLIANCE

The Commission of the City of Jackson, on 12/19/72, passed a resolution committing the City to a policy and procedure regarding compliance to affirmative hiring practices by contracting agencies doing business with the City of Jackson, effective 12/20/72.

The purpose of the policy and procedure is to ensure that all citizens of our community have the opportunity for the equality of treatment in service and employment.

The City requests that all bidders who will be doing business with the City in the amount of \$5,000 or more during any fiscal year, shall comply with the provisions of the Contract Compliance Policy.

Bidders will be required to show an Equal Employment Opportunity Certificate of Compliance or demonstrate compliance with standards for equal employment opportunity established by state and federal statute.

City Council of Jackson, Michigan

CONTRACT COMPLIANCE

CERTIFICATION

_____ certifies that he/she/it will not discriminate against any employee or applicant for employment with respect to hire, tenure, term, conditions, or privileges or employment because race, religion or national origin, color, age, sex, height, weight, marital status, sexual orientation, gender identity, and physical or mental handicap.

In connection with this commitment _____ understands that he/she/it name will be reviewed by the State of Michigan, Department of Civil Rights for determination of its status as an awardable Bidder.

The undersigned hereby agrees that he/she/it will abide by the terms of any agreements made with the City of Jackson in order to achieve awardable status.

Dated: _____ By: _____
(Company)

By: _____
(Title)

Address

City

State

NON-DISCRIMINATION CLAUSE FOR ALL CITY OF JACKSON CONTRACTS

In connection with the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee/employer for employment because of race, religion or national origin, color, age, sex, height, weight, marital status, sexual orientation, gender identity, and physical or mental handicap. The contractor will take affirmative action to ensure that minority applicants are employed, and that employees are treated during employment without regard to their race, religion, color, national origin, age, sex, height, weight, marital status or handicap. Such action shall include, but not be limited to, the following: layoff or termination, rates of pay or other forms of compensation, selection for training, upgrading or promotion, transfer or recruitment.
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 or handicap. As a disclaimer, the contractor may state in the advertisement that he/she is an equal opportunity employer.
3. The contractor will furnish and file compliance reports with the City of Jackson as requested. Such reports shall elicit information as to the practices, policies, program and employment statistics for the contractor and said contractor shall permit access to all books, records and accounts regarding employment practices by agents and representatives of the City 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.
5. The contractor will include, or incorporate by reference, the provisions of 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 provisions will be binding upon each subcontractor or seller.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The undersigned understands and agrees that, as a Contractor for services, there shall be no discrimination against any employee or applicant for employment because of race, religion or national origin, color, age, sex, height, weight, marital status, sexual orientation, gender identity, and physical or mental handicap, including but not limited to employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training.

The Contractor further agrees to the following:

- (a) It will assist and actively cooperate with the City in obtaining compliance of any subcontractors with the equal opportunity rules, regulations, and relevant orders.
- (2) It will furnish the City such information as might be required for the supervision of its compliance program, and will otherwise assist the City in the discharge of its responsibility for ensuring compliance.
- (3) In the event that the Contractor fails or refuses to comply with the equal opportunity regulations, the City may cause to be canceled, terminated, or suspended in whole or in part the contractual arrangement between the City and the Contractor.

NAME OF BIDDER: _____

ADDRESS: _____

SIGNED BY: _____

TITLE: _____

DATE: _____

CERTIFICATION OF NONSEGREGATED FACILITIES

The bidder certifies that he does not maintain or provide for his employees any segregated facilities and do not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Dated: _____

By: _____
(Name of Bidder)

By: _____
(Title)

Address

City

State

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF _____)

ss

COUNTY OF _____)

_____, being first duly sworn, deposed and says that:

1. He is _____ of, _____
the Bidder that has submitted the attached bid;
2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respected such bid;
3. Such bid is genuine and is not a collusive or sham bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Jackson or any person interested in the proposed contract; and
5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Dated: _____ By: _____
(Company)

By: _____
(Title)

Subscribed and sworn to before me, a Notary Public, this _____ day of _____, 20____.

Notary Public, _____ County,
My commission expires: _____

Company Name _____

**RIGHT TO KNOW
CONTRACTOR RELEASE FORM**

I, _____ an authorized representative of _____ am aware that as a requirement to perform work for the City of Jackson on a contractual basis, I must have provided my employees with the basic training requirements of the HAZARD COMMUNICATION STANDARD as prescribed by the Michigan Right to Know amendments to Act 154 of the Public Acts of 1974 (Act 80, Public Acts 1986), prior to starting any work for the City. While engaged in working for the City, I will continue to comply with Michigan Right to Know Law until completion of the contract.

I am aware that if I bring any hazardous chemical to the City's work place, I must have available the MSDS for these chemicals, in a place accessible to all employees in the work place. If necessary, due to the "special protection information" requirement stated on the MSDS for the chemicals, I will provide all employees with any special training, special protective clothing or equipment necessary to eliminate or lessen the possible exposure to the hazardous chemical or chemicals.

By execution of this Release, the contractor acknowledges that he and all subcontractors and suppliers, will comply with all requirements of the HAZARD COMMUNICATION STANDARD. Further, the contractor shall hold harmless from and indemnify the City against all claims, suits, actions, costs, counsel fees, expenses, damages, judgements or decrees, by reason of his failure, or the failure of any subcontractor, suppliers, or any person employed under said contractor to comply with the requirements of Act 154 of the Public Acts of 1974 as amended.

Dated _____

Signature

Company Name _____



City of Jackson

Ethics Disclosure Form

Vendors and Contractors

Name	Company
Telephone	Email Address

Contract or matter pending with the City:

I, _____, being duly sworn, and pursuant to City of Jackson Ordinance No. 2015-18, I hereby disclose and swear to the following (check all that apply and provide details below):

- I, or my company's owners, members, major shareholders, or corporate officers, have a financial interest in a contract or matter pending before Jackson City Council.
- A relative¹ or immediate family member² of myself or my company's owners, members, major shareholders, or corporate officers has a financial interest in a contract or matter pending before a City office, department, board, or commission.
- I, or my company's owners, members, major shareholders, or corporate officers, have an interest in real or personal property that is subject to a decision by the City regarding the purchase, sale, lease, zoning, property improvements, NOORPR or FVA registration, a development agreement, or a special tax designation or abatement.

Property address: _____

Property interest: _____

- An immediate family member or relative of myself or my company's owners, members, major shareholders, or corporate officers, has a financial interest in real or personal property that is subject to a decision by the City regarding the purchase, sale, lease, zoning, property improvements, NOORPR or FVA registration, a development agreement, or a special tax designation or abatement.

¹ Relative means any spouse, domestic partner, great grandparents, step great grandparents, grandparents, step grandparents, sons, stepsons, daughters, step daughters, grandsons, step grandsons, granddaughters, step granddaughters, brothers, step brothers, sisters, step sisters, and in-laws of a Public Employee, the Mayor, an Elected Official, an Appointed Official, a member of a Board or Commission, a Contractor, or an Advisor of the City.

² Immediate family member means a Public Employee, the Mayor, an Elected Official, an Appointed Official, a member of a Board or Commission, a Contractor, or an Advisor's spouse, domestic partner, individual who lives in the Public Employee's household or an individual claimed by a Public Employee or a Public Employee's spouse as a dependent under the United States Internal Revenue Code at 26 USC 1, et seq.

Company Name _____

Property address: _____

Property interest: _____

- An immediate family member or relative of myself or my company's owners, members, major shareholders, or corporate officers, is employed by the City or making an application for employment to the City.

Relative name: _____

City Department: _____

- I, or my company's owners, members, major shareholders, or corporate officers, have made campaign contributions in the last year to a candidate running for elective office with the City.

Name of Candidate: _____

Amount of Campaign Contribution: _____

The following entities and persons have a financial interest in the contract or matter identified above:

Additional information regarding any of the above:

- None of the above apply.

Dated: _____

Signature

STATE OF MICHIGAN)

) SS

COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,

By _____.

Company Name _____