

## QUOTATION REQUEST FOR SERVICE OR EQUIPMENT

### INSTRUCTIONS

TO BE USED BY CONTRACT COUNTY OR MUNICIPALITY ONLY. SEE "PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS".

**NOTE:** ALL CONTRACTS REQUIRE APPROVAL BY MDOT PRIOR TO THE START OF WORK. CONTRACTS \$25,000 OR GREATER REQUIRE ADDITIONAL MDOT DESIGNATED CONTRACT SPECIALIST APPROVAL. A COPY OF THE ADVERTISEMENT AND BID TABULATION ARE REQUIRED.

REGION	TRANSPORTATION MAINTENANCE COORDINATOR	DATE	
COUNTY OR MUNICIPALITY			
ADDRESS			
AUTHORIZED SIGNATURE			
CONTRACTOR NAME			
ADDRESS			
AUTHORIZED SIGNATURE			
MDOT REGION ENGINEER OR DESIGNEE AUTHORIZED			
SIGNATURE			
DETAILED DESCRIPTION OF EQUIPMENT OR SERVICES			
LOCATION OF SERVICE (Trunkline Hwy. Number, Route Section)			
NEW CONTRACT OR RENEWAL?	RENEWALS: ORIGINAL STAMPED DATE OF APPROVAL	NEW CONTRACT: TERM OF CONTRACT From:                      To:	
NUMBER OF YEARS OF CONTRACT	NUMBER OF OPTIONS FOR RENEWAL	COST PER YEAR	
NUMBER OF BIDS RECEIVED	SOURCE OF FUNDING	ENGINEERS ESTIMATE	
TYPE OF WORK / SERVICE	QUANTITY	UNIT COST	TOTAL COST
		TOTAL	
<p>IT IS PROPOSED, SUBJECT TO THE CONDITIONS LISTED ABOVE, TO CONTRACT WITH ABOVE NAMED COUNTY OR MUNICIPALITY TO FURNISH THE EQUIPMENT OR SERVICE(S) LISTED ABOVE. OPERATOR'S WAGES ARE INCLUDED IN THE UNIT BID PRICE.</p> <p>Total Subcontract Amount: _____</p> <p><i>The vendor shall save harmless and indemnify the State, MDOT and the Michigan State Transportation Commission against all claims for damages to public or private property and for injuries to persons arising out of and during the progress of the work described and to its completion.</i></p>			
FOR LANSING MDOT USE ONLY			
AUTHORIZED CONTRACT SPECIALIST SIGNATURE OF APPROVAL		DATE	
NOTE:			

### Conditions of Equipment

- a. All equipment furnished without an operator, will be in proper operating condition when delivered for use by MDOT. It is understood that, when due to mechanical failure, any and all repairs and/or replacement of parts to equipment is the responsibility of the vendor.
- b. When equipment and an operator, or a service, is furnished by the vendor, the vendor is responsible for all maintenance, labor, materials, and other expenses involved.

The contract agency is hereby authorized to contract with the named contractor for equipment or services(s) as described.

## **APPENDIX B (County) & APPENDIX C (Municipality) PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS**

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, 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, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.
7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

*Revised June 2011*