

APPENDIX A

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

1. In accordance with Act. No. 453, Public Acts of 1976, the consultant hereby agrees not to discriminate against an 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 race, color, religion, national origin, age, sex, height, weight, or marital status. Further, in accordance with Act No. 220, Public Acts of 1976 as amended by Act No. 478, Public Acts of 1980, the consultant hereby agrees not to discriminate against an employee or applicant for employment 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 shall be regarded as a material breach of this contract.
2. The consultant hereby agrees that any and all subconsultants 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 in herein before set forth in section 1 of this Appendix.
3. The consultant will take affirmative action to insure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, 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. 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.
4. The consultant will, in all solicitations or advertisements for employees placed by or on behalf of the consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, marital status or disability that is unrelated to the individuals ability to perform the duties of a particular job or position.
5. The consultant or his collective bargaining representative will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the consultant's commitments under this appendix.
6. The consultant will comply with relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission which may be in effect prior to the taking of bids for any individual state project.
7. The consultant will 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 subconsultant as well as the consultant himself, and said consultant will permit access to his books, records, and accounts by the Michigan Civil Rights Commission, and/or its agent, for purposes of investigation to ascertain compliance with this contract and relevant with rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Civil Rights Commission finds, after a hearing held pursuant to its rules, that a consultant has not complied with the contractual obligations under this agreement, the Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the Administrative Board of the State of Michigan, which Administrative Board may order the cancellation of the contract found to have been violated, and/or declare the consultant ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, and including the governing boards of institutions of higher education, until the consultant complies with all of the persons with whom the consultant is declared ineligible to contract as a contracting party in future contracts. In any case before the Civil Rights Commission in which cancellation of an exiting contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Civil Rights Commission to participate in such proceedings.
9. The consultant will include, or incorporate by reference, the provisions of the forgoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by 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 sub consultant or seller.

**The Civil Rights Commission referred to as the Michigan Civil Rights Commission*