



City of Billings

# **Request for Proposals**

**For**

## **HOSPITALITY CORRIDOR PLANNING STUDY**

510 North Broadway, 4<sup>th</sup> Floor, P.O. Box 1178, Billings, MT 59101



City of Billings

## **Request For Proposals Table of Contents**

**SECTION 1: GENERAL INFORMATION**

**SECTION 2: OBJECTIVES**

**SECTION 3: INFORMATION FOR SUPPLIERS**

**SECTION 4: RFP EVALUATION AND PROCESS**

**SECTION 5: SCOPE OF WORK**

**ATTACHMENT A – VALIDATION QUESTIONS FOR SUPPLIER**

**ATTACHMENT B – TERMS AND CONDITIONS**

**ATTACHMENT C – BUDGET AND BUDGET JUSTIFICATION**

**ATTACHMENT D – CONDITIONS AND NON-COLLUSION FORM**

**ATTACHMENT E – MASTER Q & A FORM**

**ATTACHMENT F – INTENT TO RESPOND FORM**

**ATTACHMENT G – SUPPLIER CONTACT INFORMATION**

**ATTACHMENT H – DBE GOALS AND NON-DISCRIMINATION NOTICE**



City of Billings

## **Section 1: General Information**

**Request For Proposals (RFP): Hospitality Corridor Planning Study - SW07312012**

THE ABOVE DESCRIPTION AND NUMBER MUST APPEAR ON ALL PROPOSALS AND RELATED CORRESPONDENCE.

### **THIS IS NOT AN ORDER**

<b>RESPOND NO LATER THAN</b>  July, 31, 2012 by 5:00 p.m. MST	<b>RFP INITIATIVE:</b>  Hospitality Corridor Study - <a href="#">SW07312012</a>	All suppliers must respond in detail to each element of this RFP in order to be considered for contract award.  <b>Five copies of the proposals should be mailed to contact person at the address below.</b>
<b>Proposer Name:</b>		<b>SEND ALL CORRESPONDENCE TO THE CONTACT BELOW</b>  City Of Billings Planning and Community Services Department ATTN: Scott Walker, Transportation Planner 510 N. Broadway, 4 <sup>th</sup> Floor Billings, MT 59101  (P.O. Box 1178, Billings, MT 59103)  or  Scott Walker, Transportation Planner Email: <a href="mailto:Walkers@ci.billings.mt.us">Walkers@ci.billings.mt.us</a> PHONE: (406) 247-8661 FAX: (406) 657-8327



City of Billings

## **Section 2: Objectives**

### Introduction and Objectives

This RFP is issued by City of Billings for the purpose of obtaining information regarding a Hospitality Corridor Planning Study. It is the intent of the City of Billings to review and assess the RFP responses to determine if the response from solicited suppliers can meet the needs of the City of Billings.

Suppliers are expected to provide their best and most competitive proposal.

**Attachment F, the Intent to Respond form, must be completed and faxed at least two (2) days prior to the advertised RFP due date.**

## **Section 3: Information for Suppliers**

### Disclaimer

This RFP does not form or constitute a contractual document. The City of Billings shall not be liable for any loss, expense, damage or claim arising out of the advice given or not given or statements made or omitted to be made in connection with this RFP. The City also will not be responsible for any expenses which may be incurred in the preparation of this RFP. This RFP is not to be construed as a contract or commitment of any kind.

### Instructions to Proposers

#### EXAMINATION OF DOCUMENTS

Before submitting the proposals, the proposer shall:

- (a) Carefully examine the Standards and Specifications as well as all other attached documents;
- (b) Fully inform yourself of the existing conditions and limitations;
- (c) Include with the proposal sufficient information to cover all items required in the specifications.

#### PROPOSAL MODIFICATIONS

In addition to any other information and documentation requested in this RFP, any forms provided herein shall be included in the submitted proposal. Modifications, additions or changes to the terms and conditions of this request for proposals may be cause for rejection of the proposal. Proposals submitted without required forms may be rejected. No oral, telephone, email, fax or telegraphic proposals or modifications will be considered.



## City of Billings

### CERTIFICATION OF ALTERATION OR ERASURE

A proposal shall be rejected should it contain any material alteration or erasure, unless, before the proposal is submitted each such alteration or erasure has been initialed in INK by the authorized agent signing the proposal.

### SIGNATURE

All proposals shall be typewritten or prepared in ink and must be signed in longhand by the proposer or proposer's agent or designee, with his/her usual signature. A proposal submitted by a partnership must be signed with the partnership name to be followed by the signature and designation of the partner signing. Proposals by corporations must be signed with the legal name of the corporation, followed by the name and signature of an authorized agent or officer of the corporation. Proposals submitted by a proprietorship must be signed by the owner-and the name of each person signing shall be typed or printed legibly below the signature.

### WITHDRAWAL OF PROPOSALS

Proposers may withdraw their proposal either personally or by written request at any time prior to the due date set for receiving proposals. No proposal may be withdrawn or modified after the due date and time, unless and until the award of the contract is delayed for a period exceeding ninety (90) days.

### QUOTE VALID

The proposer must honor their quote for a period of ninety (90) days after the RFP due date.

### CERTIFICATION

The proposer certifies that the proposal has been arrived at independently and has been submitted without any collusion designed to limit competition. The proposer further certifies that the materials, products, services and/or goods offered herein meet all requirements of the stated specifications and are equal in quality, value and performance with highest quality, nationally advertised brand and/or trade names.

### INSURANCE REQUIREMENTS

**The proposer certifies that it/they can comply with the City of Billings insurance requirements of :**

1. Workers' compensation and employer's liability coverage as required by Montana law.
2. Commercial general liability, including contractual and personal injury coverage's -- \$750,000 per claim and \$1,500,000 per occurrence.
3. Commercial automobile liability -- \$1,500,000 per accident.
4. Professional liability in the amount of \$1,500,000 per claim.

Each policy of insurance required by this Section shall provide for no less than 30 days' advance written notice to the **CITY** prior to cancellation.

The **CITY** shall be listed as an additional insured on all policies except Professional Liability and Worker's Compensation Policies.



## City of Billings

### DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP become the property of the City of Billings. Information provided in response to this RFP will be held in confidence and will not be revealed or discussed with competitors. However, one copy of each proposal submitted shall be retained for the official files of the Department and will become public record after award of the Contract. The responses received from this RFP may be distributed, however, by written request pursuant to the Freedom of Information Act of 1996. Fee or Price schedules submitted, but not reviewed by the City, do not become a public record and shall only be retained for official files.

The Consultant understands that, if selected, the City reserves the right to provide its opinion publicly and privately regarding the Consultant's performance.

### QUESTIONS

Questions regarding the Request for Proposals contents may be sent to the contact person listed in Section 1 via email no later than 2 business days prior to due date for proposals. The City Of Billings will make every effort to provide a written response within 2 business days. Whenever responses to inquiries would constitute a modification or addition to the original RFP, the reply will be made in the form of an addendum to the Request for Proposals, a copy of which will be forwarded to all Suppliers who have submitted an "Intent to Respond" form (Attachment F).

Supplier must submit their questions using the "Master Q & A" form found in **Attachment E**, and provide, at a minimum, the following:

- Supplier's name, requester, and appropriate contact information.
- The question, clearly stated.
- Specific reference to the applicable Request for Proposals section(s).

### RFP Submission

Upon the submission of the RFP response, the Proposer acknowledges that all information is accurate and complete. In addition, please send five (5) hard copies via mail to the point of contact listed in Section I.

#### RFP Process Timeline

RFP/legal ad done:

#### Dates

7/9/2012

Advertise:

7/12/2012 & 7/19/2012

Proposals due by 5:00 p.m.:

7/31/2012

Evaluate and choose:

8/17/2012

Finalized Council memo and contract due:

8/23/2012

Council meeting:

9/10/2012

## **Section 4: RFP Evaluation and Selection Processes**

### Initial Evaluation

Proposals received will undergo an initial review to determine:

- Compliance with instructions stated in the RFP
- Compliance with proposal submittal date

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## City of Billings

### Phase II Evaluation

The evaluation of supplier's proposals may include, but is not limited to, the following criteria:

- Experience of Consultant to fulfill the Scope of Work (see Section 5) (0-15 Points)
- Key Project Staff and Sub Consultants (0-25 Points)
- Available Resources and Consultant Location (0-10 Points)
- Project Methodology and Approach (0-25 Points)
- Reporting Capability (0-15 Points)
- Compliance with the City of Billings Terms and Conditions (0-10 Points)

The City reserves the right to conduct interviews with all or some of the Proposers at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating firms using the above-stated criteria.

The City also reserves the right to make such additional investigation as it deems necessary to establish the competence and financial stability of any firm submitting a proposal.

### **Section 5: Scope of Work**

The Billings Metropolitan Planning Organization (MPO) has identified the need to conduct a Corridor Study along Highway 87 (Main Street) beginning at the Lockwood I-90 Interchange, to the intersection of Airport Road in the City of Billings and Yellowstone County, Montana. This area is being called "The Hospitality Corridor" given the potential for land uses in the area focused on large events at METRA Park, including conference, dining and lodging opportunities.

The Study will provide an access plan for the above Hospitality Corridor, including identification of recommended streetscape improvements throughout the corridor, review of impacts of land use on the transportation system, which would include a traffic flow plan, bike/pedestrian amenities along the corridor, and a detailed discussion of potential designs of the intersections of Main Street and 1<sup>st</sup> Avenue North, Main Street and 4<sup>th</sup> Avenue North, and Main Street and 6<sup>th</sup> Avenue North. Extensive community input will be provided in the study development process. This Study should also look at the transportation interface between the Main Street corridor and the EBURD transportation network. A separate EBURD planning effort, known as the Exposition Gateway Master Plan, is directly adjacent to the study area of this RFP. The Exposition Gateway Master Plan will contemplate future land uses and policy changes to incentivize redevelopment of that particular area. The Hospitality Corridor Study will interface with this plan in that the access points to be analyzed as part of the Hospitality Corridor Study will be directly tied to the planning effort of the Exposition Gateway Master Plan. This Hospitality Corridor Study will require the Scope of Work and Document package to be completed within twelve (12) months of contract signing.

Below is a general outline of the anticipated scope of work. However, the final scope of work will be negotiated with the successful proposer.

#### Summary

- Identify current and future access points along the corridor
- Identify areas where there are traffic safety issues and recommended mitigation strategies
- Identify pedestrian and bicycle circulation within the corridor
- Provide definitive traffic analysis to assist in the design and construction of future transportation infrastructure improvements at major intersections and throughout the corridor



## City of Billings

- Recommend streetscape improvements throughout the corridor that both align with the adjacent land uses and support the corridor as a main entryway into the Billings community
- Be consistent with other plans, including but not limited to the Billings Urban Area Long-Range Transportation Plan, Billings Area Bikeway & Trail Master Plan, East Billings Urban Renewal District Master Plan, I-90 Corridor Study, and Long Range Planning at METRA Park
- Coordinate closely with the Exposition Gateway Concept Plan
- Coordinate closely with MDT throughout the study process

Consultant will be required to update and receive input from the community through a public participation process that follows the 2009 Yellowstone County Board of Planning Participation Plan.

### Deliverables

- Provide weekly project management reports to the City/County Planning Division.
- Provide copies of any public announcements and community meeting sign-in sheets (or similar)
- Steering Committee Meetings' minutes (or similar)
- Final Hospitality Corridor Study Plan

Note: The consultant is required to provide 15 printed copies, 10 compact discs and a pdf. electronic format of the final plan.)





City of Billings

## **ATTACHMENT A**

### **VALIDATION QUESTIONS FOR SUPPLIER**

#### **GENERAL INFORMATION**

- 1) Company Name  
Address:  
Contact Name:  
Contact Phone:  
Contact Email:  
Website/URL:
- 2) How many facilities/locations do you have in the U.S? Please list.
- 3) How many years has your company been doing business under this name?
- 4) Total Full-Time Employees.
- 5) Do you have Small Business Administration Status? If yes, can you provide documentation?
- 6) What are your standard payment terms?
- 7) References - Please attach a Word® document with all contact information for at least the following three references:
  - a) New Company (started doing business with them in the past 12 months)
  - b) Retained Company (have been doing business with them for 3 + years)
  - c) Former Company (contract terminated in the past 2 years)
- 8) Can you provide a statement and meet the City of Billings insurance requirements?

#### **FUNCTIONALITY**

- 1) A certificate of insurance must be provided prior to signing the contract, commencing on the day contract begins. Are you willing to comply with these requirements?
- 2) You must instruct your insurance broker/carrier to notify the City of Billings should your coverage change. Are you willing to do this?

#### **QUALITY AND SERVICE**

- 1) Do you have a quality assurance program? If yes, please attach a copy.
- 2) Are your employees required to take a mandatory drug test?

#### **LEGAL ISSUES**

- 1) Are there any pending lawsuits against your company? If yes, please explain.

#### **REPORTING**

- 1) Can your company provide Weekly Emails outlining progress of the Study?



City of Billings

## **ATTACHMENT B**

### **STANDARD TERMS AND CONDITIONS**

In case of default by the successful proposer or failure to deliver the goods or services within the time specified, the City Purchasing Agent, after written notice, may procure them from other sources and hold contractor responsible for excess costs occasioned thereby.

The specifications attached to the instructions to proposers establish a standard of quality desired by the City of Billings. Any proposer may submit quotations on any article-which substantially complies with these specifications as to quality, workmanship and service. The City of Billings reserves the right to make its selections of materials or services purchased, based on its best judgment as to which articles substantially comply with the requirements of the specifications. This RFP is not to be construed as a contract or commitment of any kind.

No alteration in any of the terms, conditions, delivery, quality, or specifications will be effective without prior written consent of the City of Billings.

No exception to delivery or service dates shall be allowed unless prior written approval is first obtained from the City of Billings.

The contractor warrants all articles supplied under this contract to conform to specifications herein. The contractor will deliver a warranty stating that all articles supplied under the contract are fit and sufficient for the purpose manufactured, merchantable, and free from defects.

The contractor agrees not to be discriminate against any client, employee or applicant for employment or for services, because of race, creed, color, national origin, sex or age with regard to, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or recruitment advertising; layoffs and termination; rates of pay or other forms of compensation; selection for training; rendition of services. It is further understood that any contractor who is in violation of this shall be barred forthwith from receiving awards of any purchase order for the City unless a satisfactory showing is made that discriminatory practices have terminated and that a reoccurrence of such acts are unlikely.

The City reserves the right to cancel and terminate this contract forthwith upon giving 10 days written notice to the contractor. (This provision does not apply to the purchase of materials and equipment. A purchase order for materials and equipment is a binding contract.)

Should either party employ an attorney or attorneys or utilize the services of in-house attorneys to enforce any of the provisions hereof or to protect its interest in any manner arising under this contract, the non-prevailing party in any action pursued in a court of competent jurisdiction agrees to pay to the prevailing party all reasonable costs,



## City of Billings

damages, expenses, and attorneys' fees, including fees for in-house attorneys, expended or incurred in connection therewith.

Where applicable, possible or required, the proposer is required to submit descriptive literature, sample material, design sketches and detailed shop drawings. Failure to submit required items may result in rejection of the proposal or termination of contract.

The successful proposer may not make any advertising or sale use of the fact that contract items are being used by purchaser and other approved agencies, under penalty of contract termination. News releases pertaining to the award resulting from the RFPs shall not be made without prior written approval of the City of Billings.

This Agreement shall be construed and enforced in accordance with the laws of the State of Montana. Venue for any suit between the parties arising out of this Agreement shall be the State of Montana Thirteenth Judicial District Court, Yellowstone County.

The contractor may not assign or subcontract the agreement, or the right to receive reasonable performance of any act called for by the contract, shall be deemed waived by a waiver by City of a breach thereof as to any particular transaction or occurrence.

Regardless of FOB point, contractor agrees to bear all risks of loss, injury, or destruction of goods and materials ordered herein and such loss, injury, or destruction shall not release contractor from any obligation hereunder.



City of Billings

## **ATTACHMENT C**

### **BUDGET AND BUDGET JUSTIFICATION**

**(to be sent with proposal in a separate, sealed envelope)**



City of Billings

## ATTACHMENT D

### CONDITIONS AND NON-COLLUSION FORM

To receive consideration, this form must be signed in full by a responsible, authorized agent, officer, employee or representative of your firm.

#### CONDITIONS AND NON-COLLUSION AGREEMENT

We have read and agree to the conditions and stipulations contained herein and to the Standard Terms and Conditions contained on the attached.

We further agree to furnish the services specified at the prices stated herein, to be delivered to the location and on that date set forth herein.

In signing this proposal, you also certify that you have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other proposer, competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the due date and time to any other proposer or competitor; that the above statement is accurate under penalty of perjury.

\_\_\_\_\_  
Legal Name of Firm/Corporation

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone Number



City of Billings

## ATTACHMENT E

### MASTER Q & A FORM

**PROJECT: Hospitality Corridor Planning Study - SW07312012**

<b>Master Q&amp;A</b>	Any questions regarding this Request for Proposals should be submitted according to the process outlined below. The City will make every effort to answer within two (2) days of receiving the questions.
<b>Q&amp;A Process</b>	<ol style="list-style-type: none"><li>1. Prepare questions or concerns on the template provided.</li><li>2. Complete the table in full, providing a date for each question and a section of the RFP to reference (if applicable).</li><li>3. Submit the completed form via email to <a href="mailto:Walkers@ci.billings.mt.us">Walkers@ci.billings.mt.us</a>. Attach associated documents as necessary.</li></ol> <p>Please contact Scott Walker, Transportation Planner, with any questions regarding this process.</p>

**Questions from:** \_\_\_\_\_ **Company:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

#	Date	Reference Section	Question or Comment	City Response
1				
2				
3				
4				



City of Billings

## ATTACHMENT F

### INTENT TO RESPOND FORM

#### RFP: Hospitality Corridor Planning Study

Dated \_\_\_\_\_

Fax the following Intent to Respond form to Scott Walker, Transportation Planner at (406) 657-8327 within two (2) days of RFP date even if your company chooses NOT to participate in the RFP.

**To: City of Billings**

**Attn: Scott Walker, Transportation Planner**

**Fax: (406) 657-8327**

From: _____	Contact Name
_____	Company Name
_____	Company Address
_____	
_____	Phone Number
_____	Fax Number
_____	Email Address

---

We intend to respond to this RFP by the specified due date:

Yes \_\_\_\_\_ No \_\_\_\_\_

\_\_\_\_\_  
Company Name Date

\_\_\_\_\_  
Contact Name (please print) Title

\_\_\_\_\_  
Signature of Contact Person

By signing the above, I certify that I am authorized by the Company named above to respond to this request.

510 North Broadway, 4<sup>th</sup> Floor, P.O. Box 1178, Billings, MT 59101



City of Billings

## ATTACHMENT G

### SUPPLIER CONTACT INFORMATION

#### ***A. Company Contacts***

Primary Contact Person (Name):	
Title/Function:	
Address	
Business Hours Phone:	
Fax:	
Internet E-mail Address:	
Name of Person Responding to Request:	
Title/Function:	
Address:	
Phone:	
Fax:	
Internet E-mail Address:	

#### ***B. General Company and Financial Information***

Company Name:	
Headquarters Address:	
City, State, ZIP	
Headquarters Phone:	
Headquarters FAX:	
Company Owned By:	
Percent % Ownership:	
Years In Business	
Name of CIO	
Name of CEO/President:	





City of Billings

## ATTACHMENT H

### DBE GOALS AND NON-DISCRIMINATION NOTICE

#### DBE Goals

There are no DBE/WBE goals for this work, but firms are strongly encouraged to utilize DBE firms if applicable. A Montana certified DBE consultant list is available and can be found on the MDT web page, <http://www.mdt.mt.gov/business/contracting/civil/dbe.shtml>

#### Nondiscrimination Compliance

Consultants will be subject to Federal and Montana nondiscrimination laws and regulations (see attached notice).

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#### NON-DISCRIMINATION NOTICE

During the performance of this Agreement, the Consultant (hereafter in this Section "the Party"), for itself, its assignees and successors in interest, agrees as follows:

#### A) COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 FOR FEDERAL-AID CONTRACTS

(1) Compliance with Regulations: The Party shall comply with all Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, 49 Code of Federal Regulations, Part 21, as they may be amended (hereafter referred to as the Regulations), which are incorporated by reference and made a part of this Agreement, even if only state funding is here involved.

(2) Nondiscrimination: The Party, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of sex, race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Party shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR 21.5.

(3) Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations, whether by competitive bidding or negotiation by the Party for work to be performed under a subcontract, including procurement of materials or leases of equipment, any potential subcontractor or supplier shall be notified by the Party of the Party's obligations under this Agreement and the Regulations relative to nondiscrimination.

(4) Information and Reports: The Party will provide all reports and information required by the Regulations, or directives issued pursuant thereto, and permit access to its books, records, accounts, other sources of information and its facilities as may be determined by State or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with Regulations or directives. Where any information required of the Party is in the exclusive possession of another who fails or refuses to furnish this

510 North Broadway, 4<sup>th</sup> Floor, P.O. Box 1178, Billings, MT 59101



## City of Billings

information, the Party shall so certify to the Department or the FHWA as requested, setting forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the Party's noncompliance with the nondiscrimination provisions of this Agreement, State may impose sanctions as it or the FHWA determines appropriate, including, but not limited to,

(a) Withholding payments to the Party under the Agreement until the Party complies, and/or

(b) Cancellation, termination or suspension of the Agreement, in whole or in part.

(6) Incorporation of Provisions: The Party will include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Party will take such action with respect to any subcontract or procurement as the State or the FHWA may direct to enforce such provisions including sanctions for noncompliance: Provided, however, that in the event the Party is sued or is threatened with litigation by a subcontractor or supplier as a result of such direction, the Party may request the State to enter into the litigation to protect the interests of the State, and, in addition, the Party or the State may request the United States to enter into such litigation to protect the interests of the United States.

### B) COMPLIANCE WITH THE MONTANA GOVERNMENTAL CODE OF FAIR PRACTICES, §49-3-207, MCA

In accordance with Section 49-3-207, MCA, the Party agrees that for this Agreement all hiring will be made on the basis of merit and qualifications and that there will be no discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the Agreement.

### C) COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT (ADA)

(1) The Party will comply with all regulations relative to implementation of the AMERICANS WITH DISABILITIES ACT.

(2) The Party will incorporate or communicate the intent of the following statement in all publications, announcements, video recordings, course offerings or other program outputs: "The Party will provide reasonable accommodations for any known disability that may interfere with a person in participating in any service, program or activity offered by the Party. In the case of documents, recordings or verbal presentations, alternative accessible formats will be provided. For further information call the Party."



## City of Billings

All video recordings produced and created under contract and/or agreement will be closed captioned.

### D) COMPLIANCE WITH PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN DEPARTMENT OF TRANSPORTATION FINANCIAL ASSISTANCE PROGRAMS, 49 CFR §26

Each Agreement the Department signs with a Party (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The Party, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Party shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Party to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.