March 9, 2020

GENESEE COUNTY REQUEST FOR PROPOSAL (RFP) #20-213

Genesee County is accepting proposals for Roundabout Implementation Study of Genesee County Intersections on behalf of the Genesee County Metropolitan Planning Commission (GCMPC). This procurement is conducted in accordance with the Genesee County Purchasing Regulations, a copy of which is on file and available for inspection at the Genesee County Purchasing Department or on our website.

Sealed proposals will be received at:

Genesee County Purchasing Department
1101 Beach Street, Room 361
Flint, MI, 48502

Each offeror is responsible for labeling the exterior of the sealed envelope containing the proposal response with the proposal number, proposal name, proposal due date and time, and your firm’s name. The proposal request number and due date for this RFP are:

<table>
<thead>
<tr>
<th>DUE DATE:</th>
<th>Thursday, April 9, 2020 before 3:00 PM (EDT)</th>
</tr>
</thead>
<tbody>
<tr>
<td>DUE DATE FOR QUESTIONS:</td>
<td>Friday, March 20, 2020 @ before 5:00 PM (EDT)</td>
</tr>
<tr>
<td>PRE-BID MEETING:</td>
<td>Wednesday, March 25, 2020 @ 2:00 PM (EDT)</td>
</tr>
<tr>
<td>DUE DATE FOR POST PRE-BID MEETING QUESTIONS</td>
<td>Thursday, March 26, 2020 before 5:00 PM (EDT)</td>
</tr>
<tr>
<td>PROPOSAL NUMBER:</td>
<td>#20-213</td>
</tr>
</tbody>
</table>

Derrick Jones
Purchasing Administrator

bid2020-20-213
Attachments

GENESEE COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER
gc4me.com
# TABLE OF CONTENTS

TABLE OF CONTENTS .............................................................................................................2  
SECTION 1 - INSTRUCTIONS TO PROPOSERS .................................................................3  
SECTION 2 - STANDARD TERMS AND CONDITIONS .........................................................4  
SECTION 3 - ADDITIONAL TERMS AND CONDITIONS .......................................................4  
SECTION 4 – INSURANCE .....................................................................................................6  
SECTION 5 – MINIMUM QUALIFICATIONS ......................................................................6  
SECTION 6 - INTRODUCTION ...............................................................................................7  
SECTION 7 – BACKGROUND ...............................................................................................7  
SECTION 8 - SCOPE OF WORK ............................................................................................7  
SECTION 9 - TECHNICAL PROPOSAL ..............................................................................8  
SECTION 10 - INFORMATION REQUIRED FROM PROPOSERS ..............................9  
SECTION 11 – EVALUATION AND SELECTION PROCEDURE ..................................10  
SECTION 12 - EVALUATION CRITERIA .......................................................................10  
SIGNATURE PAGE .................................................................................................................12  
INSURANCE CHECKLIST .....................................................................................................13  
REFERENCES .........................................................................................................................14  
ATTACHMENT 1 – PROFESSIONAL SERVICES CONTRACT ...........................................15
SECTION 1 - INSTRUCTIONS TO PROPOSERS

1. Sealed proposals will be received until 3:00 p.m. (EDT), Thursday, April 9, 2020 at the Genesee County Purchasing Department. The hours of operation are 8:00 a.m. to 5:00 p.m., closed holidays and furlough days, check website for closed days. Label the envelope containing the proposal response as described on page 1. LATE PROPOSALS AND PROPOSALS SENT BY FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED.

   Genesee County Purchasing Dept.
   Administrative Building
   1101 Beach Street, Room 361
   Flint, MI, 48502.

2. A pre-bid meeting will be held on Wednesday, March 25, 2020 at the County’s Administration Building, 1101 Beach St., Flint, MI 48502 @ 2:00 PM. Individuals who want to participate are asked to report to Rm. 223 to get directions to the room in which the meeting will be held. This meeting is not mandatory, but participation is highly encouraged.

3. Submit one (1) original hardcopy (1) copy and one (1) electronic copy of your proposal to the Genesee County Purchasing office. This is a qualification-based selection that will adhere to the Brooks Act, therefore, do not submit a cost proposal. The proposal must include a signature on the Signature Page of a person authorized to make a binding offer. The proposal response must consist of one copy in electronic format on a CD/DVD or USB flash drive formatted in Adobe (.pdf), Microsoft Word, and/or Microsoft Excel. Each copy must be identical to the original. All proposals become the property of Genesee County. Failure to provide the required number of duplicate copies may result in rejection of your proposal.

   a. Genesee County has partnered with BidNet as part of the Michigan Inter-governmental Trade Network (MITN) and will post their bid opportunities to this site.
   b. To register with Michigan Inter-governmental Trade Network (use hyperlink or https://www.mitn.info/Registration.asp?ID=2340) and be sure that you see all available bids and opportunities.
   c. By selecting automatic bid notification, your company will receive emails once Genesee County has a bid opportunity that matches your company’s business. Additionally, the site handles bid opportunities, RFPs, and RFQs for other member governmental agencies.
   d. Please call Michigan Inter-governmental Trade Network support department toll free 1-800-835-4603 for help registering.

5. All communications, any modifications, clarifications, amendments, questions, responses or any other matters related to this RFP, shall be made by and through the purchasing contact reference in this solicitation. No contact regarding this solicitation made with other County employees is permitted. Any violation of this condition may result in immediate rejection of proposal.
6. All prospective proposers shall be responsible for routinely checking the Genesee County Purchasing Department website at http://www.gc4me.com/departments/purchasing for issued addenda and other relevant information. Genesee County shall not be responsible for the failure of a prospective proposer to obtain addenda and other information issued at any time related to this RFP.

7. The County’s Standard Proposed Contract is attached to this RFP. After the award is made to the successful proposer, the County and the successful proposer will negotiate a final contract that substantially conforms to the Standard Proposed Contract. Any exceptions to the terms and conditions of the Standard Proposed Contract and this RFP must be clearly set forth in your proposal and referenced on company letterhead. The County will not entertain negotiations to change any terms and conditions of the Standard Proposed Contract or RFP unless those changes are requested in your proposal.

8. The County of Genesee requires a signed Genesee County Insurance Checklist with each proposal submitted. Insurance required per the specifications governing this work must be provided prior to the contract starting date and kept in full effect and compliance during entire contract period. Failure to comply with these provisions will cause termination of the contract.

9. The contractor agrees to be responsible for any loss or damage to property or persons due to the performance of services herein contracted and further agrees to indemnify and defend the County of Genesee against all claims or demands whatsoever, and to hold the County of Genesee harmless from any loss or damage resulting therefrom.

10. Preference for Genesee County Businesses and Veteran-Owned Businesses: Unless the funding source for the contract prohibits such preferences, in the case of requests for proposals where a quantitative based evaluation criteria is used for evaluating responsive proposals. Preferred Businesses shall be afforded an additional five (5) percent of the total evaluation points up to a maximum of five (5) points.

11. Proposal Format: Proposals must be submitted in the format outlined in Section 10. INFORMATION REQUIRED FROM PROPOSERS to be deemed responsive.

SECTION 2 - STANDARD TERMS AND CONDITIONS

1. Review Genesee County website, Purchasing Department for Standard Terms and Conditions by going to the following link.
http://www.gc4me.com/Std%20T%20%20C%20SECTION%202016.pdf

SECTION 3 - ADDITIONAL TERMS AND CONDITIONS

1. Issuing Office: This RFP is issued by the Genesee County Purchasing Department on behalf of the Genesee County Metropolitan Planning Commission. The contact
person is Derrick Jones, Purchasing Administrator, Genesee County, 1101 Beach Street, Room 361, Flint, Michigan 48502, (810) 257-3030 and djones@co.genesee.mi.us.

2. **Inquiries:** All questions regarding this RFP shall be submitted in writing and received no later than **Friday, March 20, 2020 before 5:00 p.m. (EDT)**, to the Purchasing Department contact listed above. E-mail is the preferred method of contact for all inquiries concerning this RFP. No verbal interpretation to any respondent as to the meaning of any requirement stated in this RFP shall be binding on Genesee County. All responses to questions regarding this RFP shall be issued in writing and distributed as an addendum by Genesee County. Vendors will also have an opportunity to submit questions after the scheduled Pre-Bid Meeting. These questions will be due by **Thursday, March 26, 2020 before 5:00 p.m. (EDT)**.

3. **Addenda:** Genesee County reserves the right to amend and provide clarification of this RFP prior to the date for proposal submission. In such an event, an addendum will be posted on the Purchasing Department website (http://www.co.genesee.mi.us/Purchasing/currentbids.htm). Further, all proposers shall acknowledge having seen any and all addendums issued (1, 2, 3, etc.) on the Signature Page.

4. **Responsive Proposals:** To ensure proper consideration, all proposers are encouraged to submit a complete response to this RFP using the format provided in Section 9 & 10. In addition, at least one of the paper proposals must be signed with an original signature of the official authorized to bind the proposer to its provisions.

5. **Validity Period:** Any proposal submitted as a result of this Request for Proposal shall be binding on the proposer for 120 calendar days following the due date.

6. **Disclosure:** All information in an offeror’s proposal is subject to disclosure under the provisions of Public Act N. 442 of 1976 known as the “Freedom of Information Act”. This Act also provides for the complete disclosure of contracts and attachments thereto. In the event that a proposer wishes to designate any portion of their submission as “confidential” or “proprietary,” the proposer must contact the Purchasing Manager prior to submission of the proposal. All requests regarding disclosure and requests for confidentiality of a proposal response to this RFP shall be submitted in writing to the Genesee County Purchasing Department contact as listed above.

7. **Statement of Exceptions:** The proposer shall furnish a statement on company letterhead giving a complete description of all exceptions to the terms, conditions, and specifications set forth in the proposal. Failure to furnish this statement shall mean that the proposer agrees to meet all requirements set forth in this solicitation.

8. **Acceptance of Proposal Content:** It is proposed that, if a contract is entered into as a result of this RFP, the RFP will serve as the basis for the contract. The contents of the proposal of the successful offeror may become contractual obligations if a contract is issued. Failure of the successful offeror to accept these obligations will result in cancellation of contract award.
SECTION 4 – INSURANCE

1. All proposers shall submit an executed Insurance Checklist as required for responsiveness. Should your proposal be successful, requisite insurances according to the specifications as detailed on the Insurance Checklist must be provided prior to any Contract Award as a result of this RFP. Genesee County must be listed as an additional insured on any insurance certificate issued due to any contract award subsequent to this RFP.

2. Insurance Checklists vary from one RFP to another, due to distinct and different Scopes of Services. Each checklist is labeled with a corresponding RFP Number and Title and, therefore, must be executed separately for each RFP.

3. Proof of Professional Liability (Medical Malpractice) is required whenever services will provide medical or health related services, inclusive of both physical and/or mental health assessments.

SECTION 5 – MINIMUM QUALIFICATIONS

1. In order to qualify for submitting a proposal, a proposer shall have the capability in all respects to perform the contract and the integrity and reliability which will assure good faith performance. This requirement shall include, but is not limited to, the availability of the appropriate material, equipment, facility, personnel, ability, expertise and experience necessary to meet all contractual requirements.

2. At a minimum, prospective proposers shall meet the following requirements for submission of a proposal:

   a) Employ and equip an adequate number of staff to perform the required work/services.
   b) Will employ staff who on average, have a minimum of five (5) years of direct experience pertaining to the services referenced in this RFP.
   c) Possess the proper licenses and qualifications to provide the required services.
   d) No record of having operated a related business operation that was closed and/or cited for violations of any significant Federal, State and Local regulations.
   e) Must have, and be able to demonstrate, the financial wherewithal and resources to carry out the requirements of this solicitation.
   f) Possess Professional Liability insurances as stated in the Insurance Checklist Preferred Qualifications.

3. If a proposer does not convince Genesee County that it possesses the above minimum qualifications with the proposal submission, Genesee County may not consider its offer for contract award.
SECTION 6 - INTRODUCTION

1. The Genesee County Metropolitan Planning Commission (GCMPC) is soliciting proposals for a Roundabout Implementation Study of Genesee County Intersections. The focus of this project is to 1) perform a preliminary skim analysis of Genesee County intersections providing a suitability score for potential roundabout compatibility for each intersection, 2) provide a more detailed secondary analysis of a select number of intersections with a high suitability score, 3) perform Early Preliminary Engineering (EPE), including a microsimulation model analysis, for a select number of intersections that have been identified as suitable for roundabouts from the preliminary and secondary analysis, 4) collect digital aerial drone video of peak time intersection performance for a select number of intersections that are either planned to be converted to roundabouts or have been identified as having a high suitability for roundabout conversion as part of this study, 5) and a final report documenting the analysis conducted for the study and detailing study recommendations.

SECTION 7 – BACKGROUND

1. The Genesee County Metropolitan Planning Commission (GCMPC) is the Metropolitan Planning Organization (MPO) responsible for administering the federal transportation planning process in Genesee County. The project is federally funded through the Federal Highway Administration (FHWA).

2. The first roundabout in Genesee County was completed in 2016 and more road agencies are beginning to consider converting additional intersections to roundabouts. In 2019 GCMPC conducted a preliminary skim analysis of roundabout compatibility as part of the development of a 2045 long range comprehensive plan for the county to assist local road agencies in identifying intersections that may or may not be suitable for conversion to a roundabout. To start the analysis staff developed a scoring system to help assess intersection compatibility for conversion to a roundabout. Information relevant to the scoring criteria was collected on a select number of intersections in Genesee County and put into a Geographic Information System (GIS). The information was used to provide a preliminary roundabout compatibility score for each of the intersections studied. This information is intended to be used as a starting point for identifying intersections that may or may not be candidates for future roundabout conversions.

SECTION 8 - SCOPE OF WORK

1. The purpose of this RFP is for the selected consultant to analyze road intersections in Genesee County and provide recommendations for the location of future roundabouts. To accomplish this the prospective consultants should submit a proposal which will encompasses the following items and include a timeline for deliverables and important milestones:

a) Perform a preliminary skim analysis of Genesee County intersections providing a suitability score for potential roundabout compatibility for each intersection. The consultant will review and refine the preliminary intersection roundabout compatibility scoring criteria and skim analysis
conducted by GCMPC as a starting point for this task. The deliverables for this task will be a report and a GIS file of the analysis.

b) Conduct a more detailed secondary analysis of a select number of intersections with a high suitability score from the preliminary skim analysis. The consultant will work with GCMPC staff to select intersections for secondary analysis. The analysis in this task will help to further determine an intersection’s suitability for conversion to a roundabout and will be used to identify intersections that are good candidates for further microsimulation model analysis. Deliverables for this task will include a report of the secondary analysis and corresponding GIS files.

c) Perform Early Preliminary Engineering (EPE), including a microsimulation model analysis, for a select number of intersections that have been identified as suitable for roundabout conversion from the preliminary and secondary analysis. The consultant will work with GCMPC staff to select intersections for EPE and microsimulation model analysis. The consultant will collect the data required for the EPE and microsimulation analysis for each intersection. Each intersection selected for this task will be modeled to simulate current intersection traffic flow and to simulate traffic flow after conversion to a roundabout. Deliverables for this task will include a written report and EPE for each of the selected intersections for this task providing recommendations on roundabout suitability, microsimulation files for each intersection, and digital video files of before and after simulations of each intersection analyzed for this task.

d) Collect digital aerial drone video of the peak time intersection performance for a select number of intersections that are either planned to be converted to roundabouts or have been identified as having a high suitability for roundabout conversion as part of this study. Collect digital aerial drone video of the peak time intersection performance of existing Genesee County roundabouts. Deliverables for this task include digital aerial drone video of current roundabouts and selected intersections.

e) A final report documenting the analysis conducted for the study and detailing study recommendations. All reports developed as part of this RFP will be provided to GCMPC staff as digital Microsoft Word and Adobe PDF files.

SECTION 9 - TECHNICAL PROPOSAL

1. In order to qualify for contract award, a proposer shall have the capability in all respects to perform the contract and the integrity and reliability which will assure good faith performance. This requirement shall include, but is not limited to the availability of the appropriate material, equipment, facility, personnel, ability, and experience necessary to meet all contractual requirements. **Include a statement of qualifications that addresses these and include the information as outlined below in the technical proposal.**

2. **Professional Qualifications & Credentials:** The proposer’s personnel and management shall be knowledgeable in scope of services described with demonstrated expertise. The Proposer must have the capability to supervise and monitor the program ensuring satisfactory provision of services.
a. Describe the company’s level of experience as it relates to the Scope of Work described and years of experience.
b. Identify key staff members, supervisors, etc., that will be assigned to the contract.
   i. Include any professional designations, certifications, and licenses deemed necessary to comply with the Scope of Work.
c. Describe how the contract will be supervised and monitored by the Proposer ensuring satisfactory services are performed.

3. **Financial Stability**: Proposer shall be financially stable and have the financial wherewithal to carry out the requirements of this solicitation. A credit check may be done by Genesee County. The Proposer must submit a copy of a current financial report and a credit reference. If the company is a subsidiary or a division of a corporation, the relationship of the Proposer must be clearly delineated in the proposal.

4. **Similar Projects**: List specific contracts/business relationships regarded as evidence of the company’s ability to adhere to the contract requirements and Scope of Work. Provide a brief narrative of those services. This should coincide with the list of references.

5. **References**: The Proposer shall submit a list of three (3) references, including name of institution, address, contact person, email address and telephone number. Genesee County reserves the right to obtain information regarding the ability of any prospective Contractor to perform and contact references. Such information shall be taken into consideration in evaluating proposals.

**SECTION 10 - INFORMATION REQUIRED FROM PROPOSERS**

**PROPOSAL FORMAT**

1. **NON-RESPONSIVE PROPOSALS**
   Proposals may be judged non-responsive and removed from further consideration if any of the following occur:
   A. The proposal is not received in a timely manner in accordance with the terms of this RFP
   B. The proposal does not follow the specified format as presented in this Section (9 & 10)
   C. The proposal is not adequate to allow a judgment by the reviewers

2. **RESPONSIVE PROPOSALS MUST INCLUDE AND/OR COMPLY WITH THE FOLLOWING:**
   1. Proposal submitted by the due date and time
   2. One (1) Copy of Proposal in Electronic Format
   3. One (1) original proposal (properly executed), clearly marked as such, and one (1) additional hard copies of your Proposal
   4. Signature Page (attached)
   5. Insurance Checklist (attached)
   6. References Page (attached)
7. Technical Proposal (Section 9). The written response shall be limited to no more than fifteen (15) single-sided, 8 ½ x 11 typewritten pages, stapled or binder clip, in a business-style typeface with a font size of no less than 11 point. No three ring binders, etc.

SECTION 11 – EVALUATION AND SELECTION PROCEDURE

1. The Evaluation Committee will first examine proposals to eliminate those that are clearly non-responsive to the stated requirements. Therefore, proposers should exercise particular care in reviewing the Proposal Format required in this RFP.

2. The Evaluation Committee will then review and score each proposal individually based on the evaluation criteria referenced in this RFP. Scores and rankings for each proposal will be compiled to determine the committee recommendations. Based upon the scoring and ranking, the Committee may recommend a short list of proposals that are reasonably likely of being selected for award.

3. The detailed evaluation that follows the initial examination may result in more than one finalist. At this point, Genesee County may request presentations by proposers and conduct detailed reference checks on the short-listed proposers. Further, Genesee County reserves the right to contact any and all references to obtain, without limitation, information regarding the proposer’s performance on previous projects.

4. Once the ranking process is complete, the Evaluation Committee will recommend a successful proposer to the Purchasing Department and will begin contract negotiations. Upon acceptance, a recommendation will be made to the Genesee County Board of Commissioners for approval. The final recommendation made to the Genesee County Board of Commissioners will be based on review of the final scores.

5. Subsequent to final selection and award by the Genesee County Board of Commissioners, a contract will be negotiated with the successful proposers. Upon the successful completion of negotiations, contracts will be presented to the Genesee County Board of Commissioners for approval.

SECTION 12 - EVALUATION CRITERIA

1. It is the intent of Genesee County to conduct a fair and comprehensive evaluation of proposals received. The Contract will be awarded to the proposer who submitted a proposal that is most advantageous to Genesee County. All proposals will be evaluated based on the evaluation criteria as seen below. Each criterion will be scored based upon the points indicated.

2. Proposals receiving a score of 60 or below during Phase I may not be considered for an interview. If none of the Proposals reach the 60 point threshold, Genesee County reserves the right to either select the consulting firm with the highest point total or select not to award the contract.
<table>
<thead>
<tr>
<th>Phases</th>
<th>Criteria</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phase 1</td>
<td>A. Demonstrated understanding of the problem and the ability to meet the requirements of this RFP.</td>
<td>15</td>
</tr>
<tr>
<td></td>
<td>B. How effectively the proposal addresses the proposed Scope of Work.</td>
<td>15</td>
</tr>
<tr>
<td></td>
<td>C. Relevance and significance of proposed improvements to the project from the Consultant.</td>
<td>15</td>
</tr>
<tr>
<td></td>
<td>D. The proposed schedule and the ability to complete the work by the scheduled due date as well as the timely delivery of deliverables at Consultant defined milestones.</td>
<td>15</td>
</tr>
<tr>
<td></td>
<td>E. Directly related experience of the consulting team, including project manager and staff as well as any subcontractors.</td>
<td>15</td>
</tr>
<tr>
<td>Phase 2</td>
<td>Interview</td>
<td>25</td>
</tr>
<tr>
<td>Total</td>
<td>Points Possible</td>
<td>100</td>
</tr>
</tbody>
</table>
SIGNATURE PAGE

1. The undersigned represents that he or she:
   a) Is duly authorized to make binding offers on behalf of the company,
   b) Has read and understands all information, terms, and conditions in the solicitation,
   c) Has not engaged in any collusive actions with any other potential vendors for this solicitation,
   d) hereby offers to enter into a binding contract with Genesee County for the products and services herein offered, if selected by Genesee County within 120 days from proposal due date,
   e) certify that it, its principals, and its key employees are not “Iran linked businesses,” as that term is described in the Iran Economic Sanctions Act, P.A. 2012, No. 517, codified as MCL 129.311, et seq.

2. **Addenda:**
   a) The undersigned hereby acknowledges receipt of the following addenda:

<table>
<thead>
<tr>
<th>Number</th>
<th>Date issued</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3. **Exceptions to Solicitation and/or Standard Contract (Section 3,7):**  No | Yes
   a) If yes, include attached statement

4. **Conflict of Interest:**
   ____ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other County contracts, or property interest for this proposal.
   ____ The undersigned firm by attachment to this form, submits information which may be a potential conflict of interest due to other County contracts, or property interest for this Proposal.

Business Name

Printed Name & Title

Signature

Date

Additional contact person or representative for matters regarding this solicitation:

Printed Name & Title

Phone    Fax    Email
INSURANCE CHECKLIST

Professional Services Contract for: RFP # 20-213 – Roundabout Implementation
Study of Genesee County Intersections

Coverage Required Limits (Figures denote minimums)

1. Workers’ Compensation Statutory limits of Michigan
   X

2. Employers’ Liability $100,000 accident/disease
   $500,000 policy limit, disease
   Including Premises/operations
   X

3. General Liability $1,000,000 per occurrence with $2,000,000 aggregate
   Including Products/Completed Operations and
   Contractual Liability
   X

4. Professional liability $1,000,000 per occurrence with $2,000,000 aggregate
   Including errors and omissions
   X

5. Medical Malpractice $200,000 per occurrence $800,000 in aggregate
   X

6. Automobile liability $1,000,000 combined single limit each accident
   Owned, Hired, Non-owned
   ___

7. Umbrella liability/Excess Coverage $1,000,000 BI & PD and PI
   ___

8. Genesee County named as an additional insured on other than workers’ compensation and
   professional liability via endorsement. A copy of the endorsement or evidence of blanket
   Additional Insured language in the policy must be included with the certificate.
   ___

9. Other insurance required: Environmental impairment liability - $1,000,000 limit
   ___

10. Best’s rating: A VIII or better, or its equivalent (Retention Group Financial Statements)
    ___

11. The certificate must state bid number and title
    ___

Insurance Agent’s Statement

I have reviewed the requirements with the bidder named below. In addition:

_____ The above required policies carry the following deductibles:

__________________________________________________________________________

_____ Liability policies are occurrence _____ claims made _____

_____________________________ ______________________________
Insurance Agent Signature

Prospective Contractor’s Statement

I understand the insurance requirements and will comply in full if awarded the contract.

_____________________________ ______________________________
Contractor Signature

Required general insurance provisions are provided in the checklist above. These are based on the contract and exposures of the
work to be completed under the contract. Modifications to this checklist may occur at any time prior to signing of the contract. Any
changes will require approval by the vendor/contractor, the department and County Risk Manager. To the degree possible, all
changes will be made as soon as feasible.
**REFERENCES**

List 3 references

<table>
<thead>
<tr>
<th>Company/Client:</th>
<th>Contacts:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Name:</td>
</tr>
<tr>
<td></td>
<td>Title:</td>
</tr>
<tr>
<td></td>
<td>Phone:</td>
</tr>
<tr>
<td>Dates of Service:</td>
<td>Email:</td>
</tr>
<tr>
<td></td>
<td>Address:</td>
</tr>
<tr>
<td></td>
<td>City, State:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Company/Client:</th>
<th>Contacts:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Name:</td>
</tr>
<tr>
<td></td>
<td>Title:</td>
</tr>
<tr>
<td></td>
<td>Phone:</td>
</tr>
<tr>
<td>Dates of Service:</td>
<td>Email:</td>
</tr>
<tr>
<td></td>
<td>Address:</td>
</tr>
<tr>
<td></td>
<td>City, State:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Company/Client:</th>
<th>Contacts:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Name:</td>
</tr>
<tr>
<td></td>
<td>Title:</td>
</tr>
<tr>
<td></td>
<td>Phone:</td>
</tr>
<tr>
<td>Dates of Service:</td>
<td>Email:</td>
</tr>
<tr>
<td></td>
<td>Address:</td>
</tr>
<tr>
<td></td>
<td>City, State:</td>
</tr>
</tbody>
</table>
This Contract for Professional Services (the “Contract”) is by and between the Genesee County Metropolitan Planning Commission (the GCMPC), a Local Planning Commission, whose principal place of business is located at 1101 Beach Street, Room 223, Flint, Michigan 48502 (the “Local Agency”), and ___________ (the “Contractor”) (the Local Agency and the Contractor together, the “Parties”). This Contract is a sub-contract of Agreement No. 2018-0003 (the “Prime Contract”) between the Michigan Department of Transportation (MDOT) and the Local Agency.

1. **Agreement and Authority**

   The original Contract was entered into pursuant to RFP # xx-xxx issued by the Genesee County Purchasing Department, and execution of the original Contract was authorized by the Genesee County Board of Commissioners (the “GC BOC”) action at the regularly scheduled ______ date goes here _______ meeting to approve the contract and to authorize Martin Cousineau, Chairperson of the GC BOC, to sign the Contract.

2. **Term**

   2.1 Initial Term

   The initial term of this Contract commences on ______ beginning date ___________, and shall be effective through ______ ending date ____________ (the “Initial Term”).

   2.2 Extension Terms

   The Initial Term of this Contract may be extended by a written amendment signed by both parties and approved by MDOT. The written amendment must detail hours, cost, and work to be completed.

3. **Purpose**

   This Contract is entered into for the purpose of analyzing road intersections in Genesee County and provide recommendations for the location of future roundabouts.

4. **Scope of Work**

   The Contractor agrees to perform the services described on Exhibit A (the “Services”).
5. **Compensation**

*Budget Reimbursement.* The Local Agency will reimburse the Contractor for approved expenses incurred by the Contractor in the performance of this Contract. The total amount paid to the Contractor under this Contract shall not exceed **$000,000**. The Contractor's projected budget for the Initial Term of this Contract is attached as Exhibit C (the "Budget"). The Contractor shall provide invoices after completion of each Milestone 1-5. Costs shall include full compensation for all labor, material, and equipment necessary to complete any requested unit of work, at the unit prices set forth in Exhibit C, attached hereto and made a part hereof. Invoices for travel expenses shall be made on a quarterly basis.

The Contractor agrees that the costs reported to the Local Agency for this Contract will represent only those items that are properly chargeable in accordance with the Prime Contract. The Contractor also certifies that upon receipt, it will read the Prime Contract terms and will make itself aware of the applicable laws, regulations, and terms of the Prime Contract that apply to the reporting of costs incurred under the terms of the Prime Contract.

For transportation and travel expenses, the Contractor shall be reimbursed for actual mileage and travel expenses incurred by and paid to its employees for the performance of Services requested by the Local Agency. Said transportation and travel expenses shall not exceed the State of Michigan allowances. Amounts claimed for mileage and travel expenses paid to employees, the performance of Services requested by the Local Agency, shall be included along with a detailed breakdown of charges for Services performed, by state and federal project, showing names of employees, dates, and amounts of mileage and travel expenses incurred.

The Local Agency will pay the Contractor as soon as practical after receipt of an invoice acceptable to the Local Agency detailing the Services performed, and the expenses charged to the Local Agency. The invoice shall include supporting documentation such as time sheets and expense receipts supporting the charges. Payment will be made within ten (10) days after both acceptance of the invoice by the Local Agency, and the release of federal grant funds funding this Contract. If this Contract is extended, the Local Agency and the Contractor will agree in writing on a projected Budget for each Extension Term.

6. **Taxes.**

The Local Agency is a Michigan Municipal Corporation. The Contractor acknowledges that the Local Agency is exempt from Federal Excise Tax and Michigan Sales Tax.

7. **Contract Administrator**

The contract administrator for this Contract is Jason Nordberg, Division Manager
(the “Contract Administrator”). The Contractor acknowledges that the Contract Administrator is the primary Local Agency contact for notices and instructions related to this Contract. The Contractor agrees to provide a copy of all notices related to this Contract to the Contract Administrator. Any Notices under this Contract for Contractor shall be sent to Name of Contractor’s Representative, Contractor’s Name, Contractor’s Address.

8. Reporting Requirements

During the term of this Contract, the Contractor must provide to the Contract Administrator the reports and deliverables identified and described on Exhibit B.

9. Warranties

The Contractor warrants that:

9.1 The Services will be performed in a good and workmanlike manner and in accordance with generally acceptable practices in the industry.

9.2 The Contractor will comply with all federal, state, and local laws in the performance of the Services.

9.3 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Contract. In addition, the Contractor shall comply with, and shall require any of its contractors or subcontractors employed in the performance of this contract to comply with the following:

9.3.1 In connection with the performance of the Contract, the Contractor (hereinafter in Exhibit E referred to as the “contractor”) agrees to comply with the State of Michigan provisions for “Prohibition of Discrimination in State Contracts,” as set forth in Exhibit E, dated June 2011, attached hereto and made a part hereof. This provision will be included in all subcontracts relating to this Contract.

9.3.2 During the performance of this Contract, the Contractor, for itself, its assignees, and its successors in interest (hereinafter in Exhibit F referred to as the “contractor”), agrees to comply with the Civil Rights Act of 1964, being P.O. 88-352, 78 Stat. 241, as amended, being Title 42 USC Sections 1971, 1975a-1975d, and 2000a-2000h-6, and the Regulations of the United States Department of Transportation (49 CFR Part 21) issued pursuant to said Act, including Exhibit F, dated June 2011, attached hereto and made a part hereof. This provision will be included in all subcontracts relating to this Contract.

9.3.3 The Contractor will carry out the applicable requirements of MDOT’s Disadvantaged Business Enterprise (DBE) program and 49 CFR Part 26, including, but not limited to, those requirements set
forth in Exhibit G, dated October 1, 2005, attached hereto and made a part hereof. This provision will be included in all subcontracts relating to this Contract.

9.4 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Contract.

9.5 The Contractor agrees to indemnify, defend, and hold harmless the Local Agency, its officials, officers, agents, and employees from any and all claims, damages, or liability, including defense costs, to the extent arising out of the Contractor’s breach of these warranties.

9.6 The Contractor certifies that it agrees to use the E-Verify system to verify that all persons it hires during the Contract term are legally present and authorized to work in the United States.

10. **Suspension of Work**

10.1 **Order to Suspend Performance**

Upon written order of the Contract Administrator, the Contractor agrees to immediately suspend performance of the Services. The Contractor shall not be entitled to compensation for any Services performed during any period in which the Contract Administrator has directed that the Services be suspended.

10.2 **Necessary Actions Before Suspension**

If immediate suspension of the Services would cause harm, injury, or damage to persons or property, the Contractor must immediately notify the Contract Administrator of the nature of such harm, injury, or damage, and obtain written authorization from the Contract Administrator to take such necessary action as to prevent or minimize such harm, injury or damage. Actions authorized by the Contract Administrator pursuant to this paragraph are compensable.

11. **Termination**

11.1 **Termination for Cause**

If the Contractor is in breach of any provision of this Contract, and such breach continues for fourteen (14) days after written notice is issued to the Contractor by the Local Agency of the breach, the Local Agency may terminate this Contract. Such termination for cause is effective upon receipt of the notice of termination by the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the Local Agency as a result of the Contractor’s breach and termination, including any costs to obtain substitute performance.
11.2 Immediate Termination

If the Local Agency, in its discretion, determines that the Contractor’s breach of this Contract constitutes a threat to public health, safety, or welfare, the Local Agency may terminate this Contract immediately upon notice to the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the Local Agency as a result of the Contractor’s breach and termination, including any costs to obtain substitute performance.

11.3 Termination for Convenience

If the Local Agency determines that it is in the Local Agency’s best interests, the Local Agency may terminate this Contract upon thirty (30) days written notice to the Contractor.

The Local Agency shall pay for all work properly performed up to the effective date of the notice of termination.

11.4 Termination for Lack of Funding

If this Contract is funded by public funds or a grant from a public or private entity, and the funds are not appropriated or the grant is discontinued, the Local Agency may terminate this Contract by written notice specifying the date of termination.

The Local Agency shall pay for all work properly performed up to the effective date of the notice of termination.

12. Equipment Purchased with Local Agency Funds

12.1 Reporting

The Contractor agrees that any Equipment purchased for the performance of the Services with funds supplied by the Local Agency under this Contract must be reported to the Contract Administrator upon purchase. For the purposes of this paragraph, Equipment is defined as tangible, non-expendable, personal property having useful life of more than 1 year and an acquisition cost of $5,000 or more per unit.

12.2 Conveyance to the Local Agency

Upon the Local Agency’s request at the termination of this Contract for any reason, the Contractor agrees to convey to the Local Agency all title in any Equipment purchased for the performance of the Services with funds supplied by the Local Agency under this Contract.
13. **Nondiscrimination**

The Contractor covenants that it will not discriminate against an employee or applicant of 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, marital status or a disability that is unrelated to the individual’s ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this Contract. Contractor covenants that it will not discriminate against businesses that are owned by women, minorities or persons with disabilities in providing services covered by this Contract, and that it shall require the same assurances from subcontractors. Breach of this covenant shall be regarded as a material breach of this Contract.

14. **Freedom of Information Act**

This Contract and all attachments, as well as all other information submitted by the Contractor to the Local Agency, are subject to disclosure under the provisions of MCL 15.231, *et seq.*, known as the “Freedom of Information Act”.

15. **Intellectual Property**

Any intellectual property created by the Contractor in the performance of the Services shall be considered a work made for hire, and any and all rights in such intellectual property shall belong solely to the Local Agency. Upon the Local Agency’s request, the Contractor agrees to execute any documents necessary to convey ownership of such intellectual property to the Local Agency.

16. **Audit Rights**

16.1 **Certification of Accurate Information**

Contractor certifies that all information provided to the Local Agency by the Contractor relating to the award or modification of this Contract, or any payment or dispute related to this Contract, is true and correct. The Contractor further certifies that its accounting system conforms to generally accepted accounting principles.

16.2 **Inspection**

The Contractor agrees that the Local Agency may inspect the Contractor’s plant, place of business, or worksite to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor’s plant, place of business, or worksite to ensure compliance with the terms of this Contract and the terms of the applicable grant.

16.3 **Audit**
The Contractor agrees that the Local Agency may examine the Contractor’s records to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor’s records to ensure compliance with the terms of this Contract and the terms of the applicable grant.

16.4 Records Retention

The Contractor agrees to maintain any business records related to this Contract or the Contractor’s performance under this Contract for a period of at least three (3) years after final payment.

17. Identity Theft Prevention

17.1 In the event that the Contractor will obtain identifying information during the performance of the Services, the Contractor must take reasonable precautions to ensure that such identifying information is protected from unauthorized disclosure and is used only for the purpose of performing the Services.

17.2 For the purposes of this Paragraph, “identifying information” means any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including but not limited to name, address, telephone number, social security number, date of birth, driver’s license number, taxpayer identification number, or routing code.

18. Insurance Requirements and Indemnification

The Contractor agrees to obtain insurance coverage of the types and amounts required as set forth in the Insurance Checklist attached as Exhibit D and keep such insurance coverage in force throughout the life of this Contract.

18.1 Insurance Certificate and Additional Insured Coverage

The Contractor further agrees to provide certificates of insurance to the Local Agency evidencing the coverages specified in the Insurance Checklist, and including the Local Agency as an additional insured. Additional insured coverage is to be by proof of blanket additional insured coverage within the general liability policy or as provided by an endorsement specifying the Local Agency as an additional insured to the policy. Contractor’s agent must provide a copy of the endorsement or language from the policy with the certificate of insurance.

18.2 Indemnification

The Contractor agrees to indemnify, defend, and hold harmless the Local Agency, its officials, officers, agents, and employees from any and all claims, damages, or liability, including defense costs, to the extent arising out of the Contractor’s performance of the Services or presence on the
Local Agency’s property or worksite.

19. **Independent Contractor**

The Contractor and its agents and employees are independent contractors and are not the employees of the Local Agency.

20. **General Provisions**

20.1 **Entire Contract**

This Contract, consisting of the following documents, Exhibits and Appendixes, embodies the entire Contract between the Parties.

20.1.1. The Contract – This Professional Services Contract

20.1.2. Exhibit A – Description of the Services

20.1.3. Exhibit B – Reports and Deliverables Required from the Contractor

20.1.4. Exhibit C – Contractor’s Projected Budget

20.1.5. Exhibit D – Insurance Checklist

20.1.6. Exhibit E – Prohibition of Discrimination in State Contracts

20.1.7. Exhibit F – Title VI Assurance

20.1.8. Exhibit G – Assurances the Recipients and Contractors Must Make

There are no promises, terms, conditions, or obligations relating to the Services other than those contained herein. In the event of a conflict between this Contract and any Exhibit or Appendix, the terms of this Contract shall control.

The Contractor shall be governed by all the terms and conditions of the Prime Contract, including any amendments to the original Prime Contract.

In the event of a conflict between the terms and conditions of the Contract and those of the Prime Contract, the terms and conditions of the Prime Contract shall prevail.

The contractor’s signature on this Agreement constitutes the contractor’s certification of ‘status’ under penalty of perjury under the laws of the United States with respect to 49 CFR Part 29, as amended and as relocated to 2 CFR Part 1200, pursuant to Executive Order 12549. The certification included as a part of this Agreement as the Prime Contract’s Attachment B is Appendix B of 49 CFR Part 29.
20.2 No Assignment

The Contractor may not assign or subcontract this Contract without the express written consent of the Local Agency.

20.3 Modification

This Contract may be modified only in writing executed with the same formalities as this Contract.

20.4 Binding Effect

The provisions of this Contract shall apply to and bind the heirs, executors, administrators, and assigns all of the parties hereto.

20.5 Headings

The paragraph headings in this Contract are used only for ease of reference, and do not limit, modify, construe, and/or interpret any provision of this Contract.

20.6 Governing Law and Venue

This Contract is entered into under the laws of the State of Michigan. Any litigation between the Parties arising out of this Contract must be initiated within two years of the cause of action accruing and must be brought in a court of competent jurisdiction in Genesee County, Michigan.

20.7 Severability and Survival

In the event that any provision of this Contract is deemed by any court of competent jurisdiction to be legally ineffective, such decision shall have no effect on the remaining provisions of this Contract.

20.8 Interpretation

Each Party has had opportunity to have this Contract reviewed by legal counsel and has had equal opportunity to contribute to its contents. In the event of any dispute concerning the interpretation of this Contract, there shall be no presumption in favor of any interpretation solely because the form of this Contract was prepared by the Local Agency.

20.9 Remedies

All remedies specified in this Contract are non-exclusive. The Local Agency reserves the right to seek any and all remedies available under this Contract and applicable law in the event that the Contractor fails to abide by the terms of this Contract.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their duly authorized agents.
Selected Contractor

GENESEE COUNTY METROPOLITAN PLANNING COMMISSION

By: Selected Contractor Representative, Title

By: __________________________
    Martin Cousineau, Chairperson
    Genesee County Board of Commissioners

Selected Contractor

Date:__________________________

Date:__________________________
EXHIBIT A
Description of the Services
Description of Reports and Deliverables

Completion of Milestone 1 (Skim Analysis) will produce a report on the suitability score for potential roundabout compatibility for each intersection and a GIS file of the analysis.

Completion of Milestone 2 (Secondary Analysis) will produce a report of the secondary analysis and corresponding GIS files.

Completion of Milestone 3 (Perform Preliminary Engineering and Microsimulation) will produce a written report and EPE for each of the selected intersections for this task providing recommendations on roundabout suitability, microsimulation files for each intersection, and digital video files of before and after simulations of each intersection analyzed for this task.

Completion of Milestone 4 (Collect Digital Aerial Drone Video) will produce digital aerial drone video of current roundabouts and selected intersections for this task.

Completion of Milestone 5 (Final Report) will produce a final report documenting the analysis conducted for the study and detailing study recommendations. All reports developed as part of this RFP will be provided to GCMPC staff as digital Microsoft Word and Adobe PDF files.
EXHIBIT C
The Contractor’s Projected Budget
Date to Date
EXHIBIT D

Insurance Checklist
EXHIBIT E
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 Act No. 453 of 1976 (Elliot-Larsen Civil Rights Act), the contractor shall not 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. 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 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 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 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 insure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status or a 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 with this contract and relevance 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 contractor has not complied with the contractual obligations under this contract, the Civil Rights Commission may, as 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, and 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
EXHIBIT F
Title VI Assurance

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the “contractor”), agrees as follows:

1. **Compliance with Regulations:** For all federal assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.

2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or natural origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contract covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth what efforts is has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of the contractor’s noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or USDOT may determine to be appropriate,
including, but not limited to the following:

(a) Withholding payments to the contractor until the contractor complies, and/or

(b) Canceling, terminating, or suspending the contract, in whole or in part.

6. Incorporation of Provisions: The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

Revised June 2011
EXHIBIT G
Assurances that Recipients and Contractors Must Make
(Excerpts from US DOT Regulation 49 CFR § 26.13)

A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirement of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient’s DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor 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.

October 1, 2005