



City of Billings

# **Request for Proposals**

**For**

# **Heritage Trail Plan Update**

210 North 27<sup>th</sup> Street P.O. Box 1178, Billings, MT 59101



City of Billings

## **Request For Proposals**

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**Section 1: General Information**

**Request For Proposal (RFP) – Heritage Trail Plan Update RFP – SW03192010**

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

**THIS IS NOT AN ORDER**

<p>RESPOND NO LATER THAN: <b>5 p.m., April 9, 2010</b></p>	<p>RFP INITIATIVE: <b>Heritage Trail Plan Update</b></p>	<p>All Consultants must respond in detail to each element of this RFP in order to be considered for contract award. <b>Seven copies of the proposals should be mailed to address listed below:</b></p>
<p>Proposer Name:</p>		<p>SEND ALL CORRESPONDENCE TO THE CONTACT BELOW</p> <p>City Of Billings-City/County Planning Department 510 N. Broadway, 4<sup>th</sup> Floor Billings, MT 59101</p> <p>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</p>



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### **Section 2: Objectives**

#### Introduction and Objectives

This RFP is issued by the City of Billings for the purpose of obtaining information regarding the Update of the Heritage Trail Plan. It is the intent of the City of Billings to review and assess the RFP responses to determine if the responses from solicited Consultants can meet the needs of the City of Billings.

The current plan, The Heritage Trail Plan, was adopted in 2004 and then subsequently amended in 2005. This Plan Update will be incorporated by reference into the Billings Transportation Plan. The update is needed to fulfill that requirement as well as acknowledge multiple users and to focus more on how the overall bike and multi-use trail system can be enhanced, rider-ship increased, safety promoted, and further identification of on-street bicycle and pedestrian projects included. The Plan is intended to be a policy document that informs land use and transportation project decisions as well as providing clear action items for implementation and a method for tracking progress.

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

**Attachment F, the Intent to Respond form, must be completed and faxed within two (2) days of RFP date.**

### **Section 3: Information for Consultants**

#### 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.

#### 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.



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### PROPOSAL MODIFICATIONS

Proposals shall be made on the forms provided herein; they shall not contain any recapitulation of the work to be done. Modifications, additions or changes to the terms and conditions of this request for proposals may be cause for rejection of the proposal. Proposals submitted on other forms may be rejected. No oral, telephone, or electronic communications, proposals or modifications will be considered

### 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

- (1) **The proposer certifies that it/they can comply with the City of Billings minimum insurance requirements of:** Workers' compensation and employer's liability coverage as required by Montana law.
- (2) Commercial general liability, including contractual and personal injury coverage's -- \$1,500,000 per occurrence.
- (3) Commercial automobile liability -- \$1,500,000 per accident.

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- (4) Professional liability in the amount of \$1,500,000 per claim.
- B. Each policy of insurance required by this Section shall provide for no less than 30 days' advance written notice to the City of Billings prior to cancellation.
- C. The City of Billings SHALL be listed as an additional insured on all policies except Professional Liability and Worker's Compensation Policies. In addition, all policies except Professional Liability and Worker's Compensation shall contain a waiver of subrogation against Billings.

QUESTIONS

Questions regarding the Request for Proposal 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 Proposal, a copy of which will be forwarded to all Consultants.

Consultants must submit their questions using the "Master Q & A" form found in **Attachment D**.

- Consultant's name, requester, and appropriate contact information.
- Clearly state the question and Request for Proposal section.
- Specific reference to the applicable Request for Proposal section(s).

RFP Submission

Upon the submission of the RFP response, the Consultant acknowledges that all information is accurate and complete. In addition, please send seven (7) hard copies via mail to the point of contact listed in Section I.

<u>RFP Process Timeline</u>	<u>Dates</u>
RFP/legal ad done:	3/18/2010
Advertise:	3/24 & 3/28, 2010
Proposals due by 5 p.m.:	4/9/2010
Estimated Evaluation and Selection Period:	4/12-4/23, 2010
City Council Contract Approval	5/2010

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

Phase I 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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### Phase II Evaluation

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

- Consultant Experience with Bicycle/Pedestrian, Non-Motorized Transportation Plans
- Capacity to assume new business on an ongoing basis for at least one calendar year
- Perceived ability to meet the City of Billings requirements
- Availability (timetable) for providing goods and/or services
- Breadth of services available
- Reporting capability (i.e. monthly or weekly written or oral reports)
- Training and Professional Development History
- Compliance with the City of Billings Terms and Conditions

### Evaluation Criteria

The Proposals being requested will be scored on the following criteria:

A. Deliverables, Budget and Completion Schedule	5 points
B. Qualifications	20 Points
C. Public Process	25 Points
D. Experience	20 Points
E. Innovation	<u>30 Points</u>
	100 Points

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

- A description and analysis of existing conditions, including acres of parks, trail mileage, existing visitor, and resident facilities and any other useful statistics and facts;
- Revised list of planning objectives;
- An implementation section with priorities listed, revise as necessary;
- An update of description and analysis of proposed lanes, trails and amenities;
- A description of the relationship of the proposed plan to the Growth Policy, in particular the element’s alternative transportation policies;
- Mention must be made to the direct tie to the current Billings Transportation Plan;
- A description of community participation efforts, including a description of the efforts of the Planning Department activities to coordinate with affected citizen groups and property owners, and a report of citizen views and comments on the Plan;
- A report on the consistency of the revised Plan with applicable local, sub-regional, regional, and state development plans and policies, including any impacted storm water management plan;
- Review new innovative non-motorized and multi-modal transportation ideas through the update process and select new applicable programs through staff and public review for incorporation into the Plan. Program examples include a “complete streets” program, bicycle and pedestrian signage plan for trails and parks, on-street facilities, sidewalk and pedestrian facilities and funding tools and resources for a trail maintenance program;
- Incorporate trail and scanner counts in analysis and mapping;
- Innovative funding options for Plan implementation;
- Prepare graphics, narratives, and other presentations of survey data;
- Provide a communication link with the public through e-mail, newsletters or other communication tools;

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### **Mapping:**

- Future Connections Map. This map shall show the surrounding area and incorporate future connections as necessary. Also be able to integrate into existing map as necessary;
- Inventory Maps. The following inventory maps shall be prepared from the common base map which depicts existing trail, easement and bike lanes, with the coverage of the map extending beyond the boundaries in all directions for at least one city block in urban areas and 1/4 mile in suburban and rural areas. The information may be combined for ease of presentation:
- Current base map shall include an update of the following:
  1. Road systems, off road system and acquired easements, subdivision trail dedications and public transit routes and stops;
  2. All bridges and pedestrian crossings;

Existing open space, irrigation ditches, 100 year flood plains, wetlands, and other significant natural areas and features that could impact alignment of trails, bike lanes and other pedestrian access;

**Circulation Plan.** The circulation plan shall indicate at least the following:

1. The proposed connections to the road system and showing the functional classification of the associated roads;
2. Proposed ingress and egress points for bicyclists and pedestrians and their relationship to the existing, programmed, and planned trails, lanes and paths as well as mid-block crossing and street crossings;
3. Proposed off-street parking facilities for each access point to the trail;
4. The proposed public transportation system showing bus routes and transfer stations;
5. Bicycle and pedestrian scanner count information in relation to overall circulation;
6. Trail, and bike lane cross-sections;
7. Review and update the Landscape and Amenity Plan;
8. Proposed connections needed to create a unified bike and pedestrian system;
9. Plan should include information on trail signage.

### **Public Process.**

The following meetings and presentations are involved in the coordination and review of the Plan prior to and during its preparation and following its submission to the Planning Department.

#### **A. Informal consultation with the staff as needed.**



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At least one informal consultation session with the Planning Department staff should be held prior to initiating the preparation of the Plan.

At such a session, a joint determination will be made as to whether there are any unique or special characteristics which necessitate modification of any requirements in the Plan submission. The session will also be used to plan for early consultation with other organizations or departments as part of the intergovernmental review process.

- B. Two area wide public meetings to gather public input to revise the Plan.**
- C. One public meeting to present a plan draft for review and comment.**
- D. At least two presentations of the final draft Plan to the City Council and County Board of Commissioners for review and action.**

### **Deliverables, Budget and Completion**

#### A. Deliverables:

- The Planning Department requires 15 complete sets of the Plan and associated graphics.
- The Planning Department shall have one electronic data submission of all of the Plan documents and maps.
- Provide monthly reports due by the last working day of the month.

#### B. Budget

- \$50,000

#### C. Completion Date

- December 2010



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## ATTACHMENT A

### VALIDATION QUESTIONS FOR CONSULTANT

#### GENERAL INFORMATION

- 1) Consultant Name  
Address:  
Contact Name:  
Contact Phone:  
Contact Email:  
Website/URL:
- 2) How many years have you been working in the Bicycle/Pedestrian, non-motorized planning field?
- 3) Total Full-Time Employees
- 4) Do you have a Business License? If yes, can you provide documentation?
- 5) What are your standard payment terms?
- 6) References - Please attach a word document with all contact information for at least the following three references:
  - a) Community transportation organization you have worked with for 3 + years
  - b) Former company or government agency you have worked with in the past 2 years
  - c) Business or private individual you have worked with on non-motorized transportation planning in past 4 years
- 7) Can you provide a statement and meet the City of Billings minimum 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 lawsuits against your firm?
- 2) The City will require you to enter into a contract in a form acceptable to it, which shall include but not be limited to the following:



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## **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 Consultant 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.

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 Consultant warrants all articles supplied under this contract to conform to specifications herein. The Consultant 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 Consultant 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 Consultant 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 Consultant. (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, 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.



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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 Consultant 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, Consultant 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 Consultant from any obligation hereunder.



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**ATTACHMENT C**

**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



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**ATTACHMENT D**

**MASTER Q & A FORM**

**PROJECT: Heritage Trail Plan Update**

<b>Master Q&amp;A</b>	Any questions regarding this Request for Proposals should be submitted according to the process outlined below. Answers will be sent to Consultants 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 @ 406-247-8661 with any questions regarding this process.</p>

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

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

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



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**ATTACHMENT E**  
**INTENT TO RESPOND FORM**

**RFP: Heritage Trail Plan Update**

**Dated** \_\_\_\_\_

Fax the following Intent to Respond form to Scott Walker 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

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.



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**ATTACHMENT F**

**CONSULTANT 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:	



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## ATTACHMENT G

### 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 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.



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(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."

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:

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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.