



East Central Regional Planning Commission Contract for Consultant Services from:

[Click or tap here to enter text.](#)

EC Project ID Number: [Click here to enter text.](#)

Catalog of Federal Domestic Assistance (CFDA) Number: [Click here to enter text.](#)

date

Name
Address

SUBJECT: AUTHORIZATION TO BEGIN WORK ON THE CONSULTANT CONTRACT between East Central WI Regional Planning Commission (COMMISSION) and (CONSULTANT)

The consultant is hereby authorized to begin work on the following subject contract.

EC Project Number: [Click here to enter text.](#) **Authorized Amount:** \$ [Click here to enter text.](#)

The total cost of this authorization will not exceed the amounts listed for each project unless the COMMISSION issues a revised authorization letter to the CONSULTANT. This and subsequent authorizations may not exceed the contract upper limit. The CONSULTANT must include the EC Project Number on invoices submitted to the COMMISSION for payment.

A copy of the executed CONTRACT is enclosed.

If you have any questions concerning the CONTRACT, please contact [Click here to enter text.](#) , at (920) 751-4770 or .

Sincerely,

Executive Director

Cc

Enclosure

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Contract Agreement.....

Appendix A: Scope of Services and Budget

Appendix B: East Central Wisconsin Regional Planning Commission – Federally Funded Contracts

Appendix C: East Central Wisconsin Regional Planning Commission – Project Budget and Proposed Timeline

SAMPLE

CONTRACT BETWEEN

EAST CENTRAL WISCONSIN REGIONAL PLANNING COMMISSION (COMMISSION)
AND [Click here to enter text.](#) (CONSULTANT)

FOR PROJECT NUMBER: [Click here to enter text.](#)

This CONTRACT, made and entered into by and between East Central Wisconsin Regional Planning Commission (COMMISSION) and [Click here to enter text.](#)(CONSULTANT), provides for those services described in detail herein and is for the purpose of the following:

The COMMISSION deems it advisable to engage the CONSULTANT to provide certain services and has authority to contract for these services under Article 7, Section 1 of East Central's bylaws and under East Central's competitive bid policy.

The CONSULTANT will be compensated by the COMMISSION for services provided under this CONTRACT on the following actual cost basis:

- a) An ACTUAL COST up to \$[Click here to enter text.](#) paid in monthly installments for work completed between [Click here to enter text.](#) **(see Appendix B, Section 9, Item 9 for a complete payment schedule).**
- b) The **final invoice** can be submitted once the **final services and materials have been submitted to the COMMISSION** and **both parties are in agreement** that the report is the final product and the **project has been completed.**
- c) The CONSULTANT services will be completed by [Click here to enter text.](#), with various phases completed within the timeframes identified in the Scope of Services (Appendix A). Compensation for all services provided by the CONSULTANT under the terms of this contract is on an ACTUAL COST basis and **shall not exceed \$**[Click here to enter text.](#) in total.

The CONSULTANT represents it is in compliance with the laws and regulations relating to its profession and signifies its willingness to provide the desired services.

The CONSULTANT Representative and billing contact person is [Click here to enter text.](#), whose work address/e-mail and telephone number are as follows:

Name/Address

The COMMISSION Representative is [Click here to enter text.](#), whose work address/e-mail address and telephone number are as follows:

The parties agree to all of the provisions which are annexed and made a part of the CONTRACT consisting of twenty-five (25) pages, including all appendices.

For the CONSULTANT

**For the East Central Wisconsin Regional
Planning Commission**

By:

By:

[Click here to enter text.](#)

Date:

Date:

**APPENDIX A: SCOPE OF SERVICES AND BUDGET FOR
PROJECT NUMBER: [Click here to enter text.](#)**

SAMPLE

East Central Wisconsin Regional Planning Commission

[Click here to enter text.](#) **Proposal to Provide:**

[Click here to enter text.](#)

[Click here to enter text.](#)

Purpose:

Scope of Work and Deliverables

SAMPLE

APPENDIX B:
EAST CENTRAL WISCONSIN REGIONAL PLANNING COMMISSION
SHORTFORM FOR FEDERALLY FUNDED CONTRACTS

SAMPLE

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1. Federal Policies

The CONSULTANT agrees to meet all federal requirements including 2 CFR 200 and 23 CFR 450 related to the PL funding for this project.

23 CFR 450.308 Funding for transportation planning and unified planning work programs.

(a) Funds provided under 23 U.S.C. 104(d), 49 U.S.C. 5305(d), and 49 U.S.C. 5307, are available to MPOs to accomplish activities described in this subpart

23 CFR 450.336 Self-certifications and Federal certifications.

(a) For all MPAs, concurrent with the submittal of the entire proposed TIP to the FHWA and the FTA as part of the STIP approval, the State and the MPO shall certify at least every 4 years that the metropolitan transportation planning process is being carried out in accordance with all applicable requirements including:

- (1) 23 U.S.C. 134, 49 U.S.C. 5303 and 5304 and this subpart;
- (2) In nonattainment and maintenance areas, sections 174 and 176(c) and (d) of the Clean Air Act, as amended (42 U.S.C. 7504, 7506(c) and (d)) and 40 CFR part 93;
- (3) Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d-1) and 49 CFR part 21;
- (4) 49 U.S.C. 5332, prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age in employment or business opportunity;
- (5) Section 11101(e) of the Infrastructure Investment and Jobs Act (Bipartisan Infrastructure Law) (Pub. L. 117-58) and 49 CFR part 26 regarding the involvement of disadvantaged business enterprises in DOT funded projects;
- (6) 23 CFR part 230, regarding the implementation of an equal employment opportunity program on Federal and Federal-aid highway construction contracts;
- (7) The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*) and 49 CFR parts 27, 37, and 38;
- (8) The Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
- (9) Section 23 U.S.C. 324, regarding the prohibition of discrimination based on gender; and
- (10) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.

2. Scope of Services

1. The services under this CONTRACT shall consist of performing all work necessary or incidental to accomplish this PROJECT.
2. The CONSULTANT shall furnish all services and labor necessary to conduct and complete the services, and shall furnish all materials, equipment, supplies, and incidentals other than those designated to be furnished by the COMMISSION.
3. The services shall comply with applicable state and federal laws and regulations consistent with the funding for this PROJECT.
4. The CONSULTANT shall from time to time during the progress of the services confer with the COMMISSION and shall prepare and present such information, studies, and reports as may be necessary or as may be requested by the COMMISSION to enable it to reasonably pass judgment on the features of the services. The CONSULTANT shall make such changes, amendments, or revisions in the detail of the services as may be required by the COMMISSION. The CONSULTANT is not relieved from the responsibility for continuing adherence to generally accepted standards of the profession by COMMISSION required changes in the detail of the services.
5. Meetings may be scheduled at the request of the CONSULTANT or the COMMISSION for the purpose of discussing and reviewing the services under this CONTRACT. Meeting schedules are to be coordinated with COMMISSION Representative.

3. Personnel

1. The COMMISSION must approve or disapprove the selection of key personnel as identified in the application and/or this Agreement. Any new hires or changes in key personnel require prior written approval from the COMMISSION. Resumes, in sufficient detail to reveal the experience, education, and other general and specific qualifications for the position, must be submitted to the COMMISSION for its consent prior to approval of a candidate.
2. The CONSULTANT agrees to comply with the requirements regarding support of salaries and wages in 2 CFR Part 200.430, "Compensation-personal services."

It is intended that a single contractor will have total responsibility for all services identified in this RFP. Therefore, any Proposer desiring to use a sub-contractor(s) must identify each on a document supplied as an attachment to the Proposal and titled attachment "Sub-contractors" and should include:

- o their company's name,
- o the company's principal owner(s),
- o description of their involvement in the project, and
- o qualifications for each aspect of this project they may work with.

The subcontractor(s) cannot be changed after submission of the Proposal without the written approval of ECWRPC. The Consultant is responsible for all actions, workmanship, performance, and payment for their subcontractor(s). A contract between the Consultant and the subcontractor must be signed within 14 business days of Consultant's signed contract with ECWRPC. ECWRPC reserves the rights to a copy of the signed contract between the Consultant and the sub-contractors. ECWRPC reserves the right to terminate the terms of its contract in the event of Consultant's failure to establish a signed contract between the Consultant and sub-contractor within 14 business days. A copy of the final contract between the Consultant and the sub-contractor must be sent to ECWRPC within 21 business days of the Contract execution between ECWRPC and the Consultant.

4. Reimbursement of Travel Expenses

1. Reimbursement for travel (transportation, food, and lodging) in the performance of Program activities shall be consistent with those normally allowed in like circumstances in the non-Federally sponsored activities of the CONSULTANT. CONSULTANTs may follow their own established rate but any travel allowance policies in excess of Federal limits must receive prior approval from the COMMISSION.

5. Prior Written Approval

1. The purpose of this project is to [Click or tap here to enter text.](#) Any changes in the project/program described in the application to include those identified below require prior written approval from the COMMISSION in the form of an amendment request:

1. Changes in the specific activities described in the application.
2. Changes in key personnel as specified in the application and/or this agreement.
3. Changes in the scope of work contained in any solicitation and/or request for proposals.
4. Need for additional Federal funds.
5. Budget reallocations that exceed 10 percent of the total budget among approved direct cost categories or are transferred to new budget line items.
6. Changes in indirect cost rates or recertification of expired indirect cost rates during the project period unless otherwise specified in this Program agreement.
7. Requests to purchase equipment (including software) with an estimated acquisition cost of more than \$5,000.
8. Requests to use Federal and/or non-Federal match funds for food and/or beverages in conjunction with meeting costs.

6. Prohibited Activities

1. Duplication of Work: The purpose and scope of work for which this Agreement is made shall not duplicate programs for which moneys have been received, are committed, or are applied for from other sources, public or private. Upon request of the COMMISSION, the CONSULTANT shall submit full information about related programs that will be initiated within the Program period.
2. Other Funding Sources: COMMISSION's funds budgeted or Programmed for this program shall not be used to replace any financial support previously provided or assured from any other source.
3. Funds for Attorney/Consultant Fees: The CONSULTANT hereby agrees that no funds made available from this Program shall be used, directly or indirectly, for paying attorneys' or consultants' fees in connection with securing Programs or other services provided by the COMMISSION, for example, preparing the application for this assistance. However, attorneys' and consultants' fees incurred for meeting this Agreement's requirements may be eligible project costs and may be paid out of funds made available from this Agreement provided such costs are otherwise eligible.
4. The CONSULTANT is prohibited from using funds provided from this Program or personnel employed in the administration of this program for political activities, sectarian or religious activities, lobbying, political patronage, or nepotism activities.
5. Program funds may not be used for marketing or entertainment expenses.
6. Program funds may not be used for capital assets, such as the purchase of vehicles, improvements and renovation of space, and repair and maintenance of privately-owned vehicles.

7. Use of Consultants/Contractors

1. Procurement of consultant or contractor services shall be in accordance with all standards and procedures set forth in 2 CFR Part 200. The following terms are intended merely to highlight some of these standards and are, therefore, not inclusive.
2. All procurement transactions, regardless of whether negotiated or advertised and without regard to dollar value, shall be conducted in a manner that provides maximum open and free competition.
3. Formal advertising, with adequate purchase description, sealed bids, and public openings, shall not be required for small purchase procurements that are less than the simplified acquisition threshold, currently set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 in accordance with 41 U.S.C. 1908

as \$250,000 unless otherwise required by State or local law or regulation. If small purchase procedures are used, price or rate quotations shall be obtained. Micro-purchases of supplies or services, the aggregate amount of which does not exceed the micro-purchase threshold currently set by the Federal Acquisition Regulation at \$9,000 may be used in order to expedite the completion of lowest-dollar small purchase transactions.

4. The CONSULTANT shall maintain a code or standards of conduct which shall govern the performance of its officers, employees, or agents in contracting with and expending Federal Program funds. CONSULTANT's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from a contractor or potential contractors. To the extent permissible by State or local law, rules, or regulations, such standards shall provide for penalties, sanctions, or other disciplinary actions to be applied for violations of such standards by the CONSULTANT's officers, employees, or agents, or by contractors.
5. The CONSULTANT shall ensure that every consultant and every contractor it employs under the Program complies with the terms of this Agreement as though the consultant or contractor were a party to this Agreement.
6. The CONSULTANT is the responsible authority, without recourse to the COMMISSION, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurements entered into in support of the Program.

8. Prosecution and Progress

A. General

1. Services under this CONTRACT shall commence upon written order from the COMMISSION to the CONSULTANT, which order will constitute authorization to proceed.
2. The CONSULTANT shall complete the services under this CONTRACT within the time for completion specified. Services by the CONSULTANT shall proceed continuously and expeditiously. The time for completion shall not be extended because of any delay attributable to the CONSULTANT but may be extended by the COMMISSION in the event of a delay attributable to the COMMISSION or because of unavoidable delays caused by an act of God, war, governmental actions or other conditions beyond the control of the CONSULTANT.
3. The CONSULTANT shall notify the COMMISSION in writing when the services have been completed. Upon the COMMISSION's subsequent determination that the services have satisfactorily been completed, the COMMISSION will provide written notification to the CONSULTANT acknowledging the formal acceptance of the completed services.

B. *Delays and Extensions*

1. Delays in completing the services within the time provided for completion for reasons not attributable to the CONSULTANT may constitute justification for additional compensation to the extent of documentable increases in costs as a result thereof. Failure of the CONSULTANT to submit a formal written request for a time extension and additional compensation prior to the expiration of the CONTRACT time shall constitute a basis for denying any cost adjustments for reasons of delay.
2. Delays grossly affecting the completion of the services attributable or caused by one of the parties hereto shall be considered as cause for the termination of the CONTRACT by the other party.
3. Time is of the essence with regard to the delivery of all services under this CONTRACT.

C. *Termination*

1. The COMMISSION reserves the right to terminate all or part of this CONTRACT at any time upon not less than ten days' written notice to the CONSULTANT.
2. In the event the CONTRACT is terminated by the COMMISSION without fault on the part of the CONSULTANT, or by the CONSULTANT under 8.B.2, above, the CONSULTANT shall be paid for the services rendered, an amount bearing the same ratio to the total CONTRACT prices as the amount of services completed or partially completed and delivered to the COMMISSION bears the total amount of services provided for herein, as determined by mutual agreement between the COMMISSION and the CONSULTANT as the CONTRACT amendment.
3. In the event the services of the CONSULTANT are terminated by the COMMISSION for fault on the part of the CONSULTANT, the CONSULTANT shall be paid a reasonable value of the services rendered and delivered to the COMMISSION up to the time of termination. The value of the services will be determined by the COMMISSION.
4. In the event of the death of any member or partner of the CONSULTANT's firm, the surviving members shall complete the services, unless otherwise mutually agreed upon by the COMMISSION and the survivors, in which case the CONSULTANT will be paid as set for in Section 9, below.

D. *Subletting or Assignment of Contract*

1. The CONSULTANT shall not sublet or assign any part of this CONTRACT without prior written approval of the COMMISSION.
2. When the CONSULTANT is authorized to sublet or assign a portion of the services, the CONSULTANT shall perform services amounting to at least one-half of the original CONTRACT amount.

3. Consent to assign, sublet, or otherwise dispose of any portion of the CONTRACT shall not be construed to relieve the CONSULTANT of any responsibility for the fulfillment of the CONTRACT.
4. When the CONSULTANT subcontracts a portion of the services, the subcontract shall provide for the performance of the services to the full scope as contemplated in this CONTRACT and to the same standards and concept as if performed by the CONSULTANT.
5. No subcontracting and assignment of any services under this CONTRACT shall state, imply, intend, or be construed to limit the legal liability of the CONSULTANT or the sub-consultant.

9. Basis of Payment

1. The CONSULTANT will be paid by the COMMISSION for the completed and approved services rendered under this CONTRACT on the basis and at the CONTRACT price set forth elsewhere in this CONTRACT. Such payment shall be full compensation for services rendered and for all labor, materials and supplies, equipment, and incidentals necessary to complete the services. Compensation in excess of the total CONTRACT amount will not be allowed unless justified and authorized by an approved written CONTRACT amendment. Compensation for improper performance by the CONSULTANT will not be allowed. No payment shall be construed as COMMISSION acceptance of unsatisfactory or defective services or improper materials.
2. Reimbursement for costs will be limited to those which are allowable under 2 CFR 200, Uniform Guidance; by COMMISSION policy; and any other applicable federal law.
3. The CONSULTANT shall submit invoices in the format specified in the CONTRACT AGREEMENT (pages [Click here to enter text.](#)), not more than once per month, for partial payment for the authorized services completed to date. The final invoice shall be submitted to the COMMISSION within 5-10 days of completion of the services. Final payment of any balance due the CONSULTANT will be made promptly upon its verification by the COMMISSION, upon completion of the required services, and upon receipt of documents or materials required to be returned or furnished to the COMMISSION. Should this CONTRACT include more than one PROJECT, separate invoices shall be submitted for each individual PROJECT.
4. The COMMISSION has the equitable right to set off against any sum due and payable to the CONSULTANT under this CONTRACT, any amount the COMMISSION determines the CONSULTANT owes the COMMISSION, arising under this CONTRACT.
5. The CONSULTANT and any sub-consultants shall maintain all documents and evidence pertaining to costs incurred under this CONTRACT for inspection by the COMMISSION and the COMMISSION's audit team, Wisconsin Department of Transportation, and the Federal Highway Administration during normal business hours in respective offices for a period of three years following the final CONTRACT payment.
6. If, in the CONSULTANT's opinion, orders or instructions given by the

COMMISSION would require the discarding or redoing of services which were based upon earlier direction or approvals or instruction given by the COMMISSION would involve services not within the scope of services, the CONSULTANT must notify the COMMISSION in writing if it desires extra compensation or a time extension. The COMMISSION will review the CONSULTANT's submittal and, if acceptable, approve a CONTRACT amendment.

7. The CONSULTANT shall pay subcontracts within ten (10) business days of receipt of a payment from the COMMISSION for services performed within the scope of this CONTRACT.
8. All invoices are to be paid by the COMMISSION within thirty (30) days, unless otherwise negotiated.
9. The CONSULTANT shall submit the following documents to the COMMISSION including documentation of project activities completed by a subconsultant within 5-10 days of the month's end:
 - a. Letterhead expressing the balance due,
 - b. Invoice, including breakdown of staff time by task,
 - c. Progress Report: Summary of services provided and progress through the projected timeline, and
 - d. Itemized detailed receipts for travel, meals, etc.
10. All invoices for payment shall be submitted to:

10. Separate Bank/Fund Accounts

1. The CONSULTANT is not required to establish a separate bank account but may do so. The CONSULTANT, however, must maintain accounting records to adequately identify the source and application of Program funds. Other considerations, such as Federal Deposit Insurance Corporation coverage, shall be in accordance with the provisions of 2 CFR Part 200.

11. Audits

1. The CONSULTANT agrees to comply with audit requirements as specified in 2 CFR Part 200.
2. The CONSULTANT shall ensure audits are properly performed, and furnish the required data collection forms and audit reporting packages to the Federal Audit Clearinghouse (FAC). The CONSULTANT shall upload audit reports into the FAC through the Internet Data Entry System (IDES) at <https://harvester.census.gov/fac/collect/ddeindex.html#>.
3. The CONSULTANT shall provide any audit with findings related to this award, with copies of the reporting package (including corrective action plans), management letters issued by an auditor, and audit working papers, to the COMMISSION.
4. The COMMISSION will seek to issue a management decision to the

CONSULTANT within six months of receipt of an audit report with findings, and the CONSULTANT shall take timely and corrective action to comply with the management decision.

5. The COMMISSION reserves the right to conduct an independent follow-up audit.

12. Miscellaneous Provisions

A. *Ownership of Documents*

All materials, guides, written instructions, plans, documents, correspondence, forms, computer files, databases, electronic mail messages, work product, or other information of any type created by the CONSULTANT under this CONTRACT are works created for hire and shall become the property of the COMMISSION upon final payment to CONSULTANT within 30 days of CONSULTANT'S receipt of payment. Ownership shall not extend to Consultant's underlying means and methods used to create work product. Additionally, any images, graphics, photographs, etc. contained within Consultant's work product thereto belonging to Consultant shall remain the property of Consultant unless otherwise indicated in the Scope of Work. All project documents provided to the CONSULTANT by the COMMISSION or by any third party which pertains to this CONTRACT are property of the COMMISSION.

1. Upon demand by the COMMISSION, all project documents shall be delivered to the COMMISSION. Project documents may be used without restriction by the COMMISSION for any purpose. Any such use shall be without compensation or liability to the CONSULTANT. The COMMISSION has all rights to copyright or otherwise protect the project documents which are the property of the COMMISSION. CONSULTANT reserves the right to use work product created during the term of this Agreement for advertising and marketing purposes.
2. All files (including electronic files) developed by the CONSULTANT must be provided back to the COMMISSION prior to the final invoice being sent to the COMMISSION.

13. Contingent Fees

1. The CONSULTANT represents that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT, and that the CONSULTANT has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this CONTRACT. For breach or violation of this representation the COMMISSION shall have the right to terminate this CONTRACT without liability, or in its discretion to deduct from the agreement price or consideration, otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

14. Legal Relations

1. The CONSULTANT shall become familiar with, and shall at all times observe and comply with all applicable federal, state, and local laws, ordinances, and regulations.
2. In carrying out the provisions of this CONTRACT, or in exercising any power or authority granted to the COMMISSION, Wisconsin DEPARTMENT OF TRANSPORTATION or FEDERAL HIGHWAY ADMINISTRATION (FHWA) thereby, there shall be no personal liability upon the authorized representatives of the COMMISSION, Wisconsin DEPARTMENT OF TRANSPORTATION or FHWA, it being understood that in such matters they act as agents and representatives of these agencies.
3. The CONSULTANT shall be responsible for any and all damages to property or persons to the extent arising out of negligent act, error and/or omission in the CONSULTANT's performance of the services under this CONTRACT.
4. The CONSULTANT shall indemnify and hold harmless the COMMISSION, Wisconsin DEPARTMENT OF TRANSPORTATION, and FHWA and all of their officers, agendas, and employees on account of any damages to persons or property to the extent resulting from negligence of the CONSULTANT or for noncompliance with any applicable federal, state, or local laws.

15. Nondiscrimination in Employment

1. In connection with the performance of services under this CONTRACT, the CONSULTANT agrees not to discriminate against any employee or applicant for employment because of age, race, handicap, sex, physical condition, development disability as defined in sec. 51.01(5) Wis. Stats., sexual orientation as defined in sec. 111.32(13m) Wis. Stats., or national origin. This provision includes, but is not limited to, employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay, other forms of compensation, selection for training including apprenticeship.
2. CONSULTANT agrees to take affirmative action to ensure equal employment opportunities. The CONSULTANT agrees to post in conspicuous places, available for employees and applicants, notices setting forth the provisions of the nondiscrimination clause

16. Equal Employment Opportunity

1. The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
2. The COMMISSION is a Sub-Recipient of WisDOT federal aid funds, hereinafter referred to as the "Sub-Recipient." The sub-recipient assures that no person shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 (P.L. 100.259), and subsequent acts be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any

program or activity. The Sub-Recipient further assures every effort will be made to ensure non-discrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

The Civil Rights Restoration Act of 1987 broadened the scope of Title VI coverage by expanding the definition of terms “programs or activities” to include all programs or activities of Federal Aid recipients, sub-recipients, and contracts/consultants, whether such programs and activities are federal assisted or not (Public Law 100259 [S.557] March 22, 1988.).

In the event that Sub-Recipient (the COMMISSION) distributes federal aids funds to an additional sub-recipient, the Sub-Recipient will include Title VI language in all written agreements and will monitor the additional sub-recipient for compliance. The Sub-Recipient has an authorized Title VI Coordinator with the authority and responsibility for initiating and monitoring Sub-Recipient Title VI activities, preparing reports and other responsibilities as required by 23 Code of Federal Regulations (CFR) 200 and 49 Code of Federal Regulation 21.

3. The CONSULTANT will comply with all provisions of Executive Order 11246, “Equal Opportunity” as amended by Executive Order 11375, and as supplemented in the Department of Labor regulations (41 CFR Part 60).
4. The CONSULTANT will furnish all information and reports required by Executive Order 11246 and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the COMMISSION, WISDOT, FHWA, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
5. The CONSULTANT will include the provisions of this section, “Equal Employment Opportunity” in every subcontract.

17. Errors and Omissions

1. The CONSULTANT shall be responsible for the accuracy of the services performed under this CONTRACT, and shall promptly make necessary revisions or corrections to its services resulting from its negligent acts, its errors or its omissions without additional compensation. The CONSULTANT shall give immediate attention to these revisions or corrections to prevent or minimize delay to the PROJECT. The CONSULTANT shall be responsible to the COMMISSION for any losses to or costs to repair or remedy as a result of the CONSULTANT’s negligent acts, errors, or omissions.
2. CONSULTANT represents that the services to be provided under this CONTRACT will be executed in a workmanlike manner, consistent with professional standards of comparable work in this field.

18. Conflict of Interest

1. The CONSULTANT represents that neither it nor any of its affiliates has any financial or personal interest that would conflict in any manner with the performance of the Services under this CONTRACT, and that neither it nor any

of its affiliates will acquire directly or indirectly any such interest.

2. The CONSULTANT represents that it will not employ for any services included under the provisions of this CONTRACT any person who is employed by the COMMISSION at the time of execution or during the life of this contract without prior written approval from the COMMISSION.
3. The CONSULTANT represents that it will immediately notify the COMMISSION if an actual or potential conflict of interest arises or becomes known to the CONSULTANT. Upon receipt of such notification, the COMMISSION will review and written approval is required for the CONSULTANT to continue to perform work under this CONTRACT.

19. Certification Regarding Debarment

1. The CONSULTANT certifies (by entering into this CONTRACT) that it and its principals (1) are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (2) have not been convicted of or had a civil judgment rendered against them within the previous three years; (3) are not indicted or otherwise criminally or civilly charged by a government entity; and (4) have not had one or more public transactions terminated for cause or default within the previous three years.
2. The CONSULTANT agrees that it will not knowingly enter into any transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this transaction unless authorized by the COMMISSION.

20. Insurance Requirements

1. The CONSULTANT shall procure and maintain for the life of the CONTRACT the following types and amounts of insurance from an insurance company(ies) authorized to do business in the State of Wisconsin.
 1. Comprehensive General Liability - \$1,000,000 combined single limits per occurrence.
 2. Auto Liability - \$300,000 combined single limits per occurrence.
 3. Worker's Compensation – coverage satisfying statutory provisions of Chapter 102, Wis. Stats.; not less than \$100,000 employer's liability.

21. Certification Regarding Lobbying

1. The CONSULTANT certifies (by entering into this CONTRACT) that no federal appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, officer or employee of Congress, or employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

2. The CONSULTANT agrees to comply with the requirements of 31 U.S.C. § 1352, "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions." Appropriated funds cannot be used to pay any person to influence or attempt to influence employees of any agency or Congress. Links to the requirements referenced above as well as the full listing of all National Policy Requirements are provided on the FHWA/DOT website at www.FHWA/DOT.gov.

22. Disadvantaged Business Utilization

1. The CONSULTANT agrees to ensure that Disadvantaged Business as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of any subcontracts finances in whole or in part with federal funds provided under this agreement. In this regard, CONSULTANT shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that Disadvantaged Businesses have the maximum opportunity to compete for and perform subcontracts. The CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of contracts. Failure to carry out the requirements of this provision shall constitute a breach of contract and may results in termination of the CONTRACT by the COMMISSION or other such remedy as the COMMISSION deems appropriate.
2. The CONSULTANT shall identify by name, the disadvantaged business whose utilization is intended to satisfy this provision, the items of services involved, and the dollar amounts of such items of service.
3. The CONSULTANT shall maintain records and document its performance under this item.

23. National Policy Requirements

1. Debarment and Suspension
The CONSULTANT agrees to comply with 2 CFR Parts 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)," and 1125, "Department of Defense Non-procurement Debarment and Suspension." The CONSULTANT also agrees to communicate the requirement to comply with Parts 180 and 1125 to entities and persons at the next lower tier with whom the recipient enters into transactions that are "covered transactions" under Parts 180 and 1125.
2. Drug-Free Workplace
The CONSULTANT agrees to comply with Subpart B, "Requirements for Recipients Other Than Individuals," of 32 CFR Part 26, "Governmentwide Requirements for Drug- Free Workplace (Financial Assistance)."
3. Hatch Act
The CONSULTANT is advised that its employees may be subject to the Hatch

Act (5 U.S.C. § 1501-1508). If doubt exists in particular cases, the CONSULTANT should seek legal counsel.

4. Universal Identifier Requirements and Central Contractor Registration
The CONSULTANT agrees to comply with the requirements of 2 CFR Part 25, as amended, "Universal Identifier and Central Contractor Registration." The System for Award Management (SAM) has replaced the CCR system.
5. Trafficking Victims Protection Act of 2000
The CONSULTANT agrees to comply with the requirements of 2 CFR Part 175, "Award Term for Trafficking in Persons."
6. Reporting Sub-award and Executive Compensation Information
The CONSULTANT agrees to comply with the requirements of 2 CFR Part 170, "Reporting Sub-award and Executive Compensation Information."

SAMPLE

APPENDIX C:
EAST CENTRAL WISCONSIN REGIONAL PLANNING COMMISSION
PROPOSED PROJECT TIMELINE

SAMPLE

Proposed Timeline Here

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