

**INDIANAPOLIS METROPOLITAN PLANNING ORGANIZATION - LOCAL PUBLIC
AGENCY FEDERAL FUNDS EXCHANGE PROJECT GRANT AGREEMENT FOR
PURCHASE OF GOODS/EQUIPMENT/MATERIALS INSERT PROJECT NAME AND
DES #**

Contract #

This Grant Agreement (hereinafter “Agreement”), entered into by and between the Indianapolis Metropolitan Planning Organization (the “IMPO”) and _____, a Local Public Agency in good standing with the IMPO, (the “LPA”), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Purpose of this Agreement; Funding Source.

The purpose of this Agreement is to enable the IMPO to award \$ _____ (the “Grant”), representing the IMPO’s portion of % _____ the eligible costs, of the project (the “Project”) described in Attachment A of this Agreement, which is incorporated fully herein. The funds shall be used exclusively in accordance with the provisions contained in this Agreement and in conformance with Indiana Code § 36-9-42.2 establishing the authority to make this Grant, as well as any rules adopted thereunder in accordance with the Programmatic Federal Funds Exchange Agreement dated August 28, 2020. The funds received by the LPA pursuant to this Agreement shall be used only to implement the Project or provide the services in conformance with this Agreement and for no other purpose.

RECITALS

WHEREAS, LPA has applied to IMPO for the Project described in Attachment A; and

WHEREAS, LPA agrees to pay its share of the Project cost as stated in this Agreement; and

WHEREAS, the IMPO agrees to make the funding available that would otherwise be available for this and other projects for the LPA’s use subject to all of the conditions of this Agreement; and

WHEREAS, IMPO and the LPA (hereinafter “the PARTIES”) desire to contract on a certain project description, scheduling, and funding allocation; and

WHEREAS, the PARTIES have determined the Project, is in the best interests of the citizens of Central Indiana; and

WHEREAS, the PARTIES execute this Contract pursuant to Indiana Code §§ 8-23-2-6, 8-23-4-7, 36-1-4-7, 36-1-7-3, and 36-9-42.2; and

WHEREAS, the LPA desires to expedite delivery of the Project, comply with all State and Federal requirements and fiscally manage the Project.

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, the PARTIES agree as follows:

The “Recitals” and “Notice to PARTIES” above are hereby made an integral part and specifically incorporated into this Contract.

UNDERSTANDINGS

2. Representations and Warranties of the LPA.

A. The LPA expressly represents and warrants to the IMPO that it is statutorily eligible to receive these Grant funds and that the information set forth in its IMPO Call For Projects (CFP) Application is true, complete and accurate. The LPA expressly agrees that it will be solely responsible for the costs of the Project should it be determined either that it was ineligible to receive the funds, it made any material misrepresentation on its CFP application, or the Federal Exchange Program is terminated or substantially modified such that the IMPO is unable to secure the funds necessary to reimburse the LPA for the project.

The LPA certifies that it is a current dues paying member of the IMPO in good standing and further agrees to continue paying IMPO dues up to and including two years post IMPO closeout of the project described in Attachment A attached to and made an integral part of this agreement. The LPA expressly agrees to promptly repay all funds paid to it under this Agreement should it stop dues payments to the IMPO, and the LPA will be required to repay the IMPO the full [INSERT FUND NAME(S) FROM SECTION 1] portion of the project as described in Attachment A of this Agreement per the Repayment clause in Section 8(D).

B. In addition to any other rights and duties required by Indiana or federal law, regulations, rules, policies or procedures, or described elsewhere in this Agreement, the PARTIES understand that:

1. The LPA will prepare or cause to be prepared, if applicable, all required environmental document(s) or studies for each project in accordance with all pertinent state and federal laws, regulations, policies and guidance.
2. The LPA shall ensure that all contracts on all projects funded under the Agreement comply with all applicable state and local public purchasing laws and competitive bidding requirements in accordance with I.C. 36-9-42.2-10.
3. The LPA shall award contracts for all projects funded under this Agreement according to applicable laws and rules.
4. The LPA shall provide competent and adequate engineering, testing, and inspection services to ensure the goods purchased and funded under this Agreement are in accordance with any applicable specifications and any special provisions or approved change orders.
5. The LPA shall be responsible for all costs associated with additional provisions and/or expenses in excess of the funds allocated to the project funded under this Agreement.
6. The LPA shall agree to and shall indemnify, defend, exculpate, and hold harmless the State of Indiana, INDOT, the IMPO and/or its/their officials, agents, representatives, attorneys and employees, individually and/or jointly, from any and all claims, demands, actions, liability and/or liens that may be asserted by the LPA and/or by any other person, firm, corporation, insurer, government or other legal entity, for any claim for damages arising out of any and all loss, damage, injuries, and/or other casualties of whatsoever kind, or by whomsoever caused,

to the person or property of anyone arising out of or resulting from the performance of the contract or from the installation, existence, use, maintenance, condition, repairs, alteration and/or removal of any equipment or material, whether due in whole or in part to the acts and/or omissions and/or negligent acts and/or omissions:

- (a) of the State of Indiana, INDOT, the IMPO and/or its/their officials, agents, representatives, attorneys and/or employees, individually and/or jointly;
- (b) of the LPA, and/or its officials, agents, representatives, attorneys and/or employees, individually and/or jointly;
- (c) of any and all persons, firms, corporations, insurers, government or other legal entity engaged in the performance of the contract; and/or
- (d) the joint negligence of any of them, including any claim arising out of the Worker's Compensation law or any other law, ordinance, order, or decree.

The LPA shall also agree to pay all reasonable expenses and attorney's fees incurred by or imposed on the State of Indiana, INDOT, the IMPO and/or its/their officials, agents, representatives, attorneys, and/or employees, individually and/or jointly, in connection herewith in the event that the LPA shall default under the provisions of this section.

The LPA shall also agree to pay all reasonable expenses and attorney's fees incurred by or imposed on the State of Indiana, INDOT, the IMPO and/or its/their officials, agents, representatives, attorneys, and/or employees, individually and/or jointly, in asserting successfully a claim against the LPA for indemnity pursuant this contract. Provided, however, that the LPA's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of Indianapolis Metropolitan Planning Organization, its Board of Directors, agents, officers, or employees or the sole negligence or willful misconduct of the State of Indiana or INDOT.

D. The LPA has committed matching funds from any available revenue source, except as otherwise provided by law, in the amount equal to whatever matching funds would have been required under federal law for the federal funding type for which an individual project would have been eligible, to accomplish the required match of I.C. 36-9-42.2-5(4) as specified in Attachment A.

3. Implementation of and Reporting on the Project.

The LPA shall complete the Project in accordance with Attachment A and with the plans and specifications contained in its CFP Application, which is on file with the IMPO and is incorporated by reference. Modification of the Project shall require prior written approval of the IMPO.

4. Term.

This Agreement commences on the date approved by the IMPO, and shall remain in effect for ____ () years. Unless otherwise provided herein, it may be extended upon the written agreement of the parties and in conformance with IMPO Procedures.

The LPA understands that the LPA must procure materials and/or a contractor for the Project no later than the end of the State Fiscal Year indicated in the award letter, attached hereto as Attachment B and incorporated fully herein.

5. Funding.

The LPA agrees to the following:

- A. It may use the IMPO funds only for eligible expenses per the IMPO Federal Funds Exchange Program Guidance related to the Project described in **Attachment A**;
- B. If it uses the IMPO funds for any purpose other than as described in **Attachment A**, the LPA
 - i. must immediately repay all grant funds provided to the IMPO; and
 - ii. may not participate in the Call for Projects during the succeeding calendar year.
- C. Disbursement of grant funds will not be made until the LPA or transit agency's submission of an estimate or quote for the purchase to be made.
- D. The IMPO's participation in the Project is strictly limited to the grant funds awarded herein. The LPA understands and agrees that the IMPO is under no obligation to pay for or participate in any cost increases, change orders, cost overruns or additional Project expenses of any kind.

6. Payment of Claims.

- A. If advance payment of all or a portion of the Grant funds is permitted by statute or regulation, and the IMPO agrees to provide such advance payment, advance payment shall be made only upon submission of a proper accepted bid/award, contract, or claim setting out the intended purposes of those funds. After such funds have been expended, LPA shall provide IMPO with a reconciliation of those expenditures. All payments will be by direct deposit by electronic funds transfer to the financial institution designated by the LPA in writing unless a specific waiver has been obtained from the Executive Director of the IMPO.
- B. The IMPO may require evidence furnished by the LPA that substantial progress has been made toward completion of the Project prior to making the payment under this Agreement. All payments are subject to the IMPO's determination that the LPA's performance to date conforms with the Project as approved, notwithstanding any other provision of this Agreement.
- C. Project costs greater than the total of the IMPO's grant and the LPA's match shall be borne by the LPA. In the interest of clarity and to avoid misunderstanding, the IMPO shall not pay the LPA for any costs relating to the Project except as specifically provided herein, unless the Parties enter into an amendment to this Agreement.

7. Project Monitoring by the IMPO.

The IMPO or its authorized designees may conduct on-site or off-site monitoring reviews of the Project during the term of this Agreement and for up to ninety (90) days after close out of the Project or is otherwise terminated. The LPA shall extend its full cooperation and give full access to the Project and to relevant documentation to the IMPO or its authorized designees for the purpose of determining, among other things:

- A. whether Project activities are consistent with those set forth in **Attachment A**, the CFP Application, and the terms and conditions of this Agreement;
- B. that LPA is making timely progress with the Project, and that its project management,

financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Agreement and are fully and accurately reflected in Project reports submitted to the IMPO.

8. Compliance with Audit and Reporting Requirements; Maintenance of Records.

A. Upon the request of the IMPO, the LPA shall be subject an audit of funds paid through this Agreement and shall make all books, accounting records and other documents available at all reasonable times during the term of this Agreement and for a period of five (5) years after close-out by the IMPO or its authorized designee. Copies shall be furnished to the IMPO at no cost.

B. The LPA shall file the annual financial report identified in Ind. Code § 5-11-1-4 in accordance with the rules governing such reports as promulgated by the State Board of Accounts. All grant documentation shall be retained and made available to the IMPO if and when requested.

C. A final audit invoice detailing the purchase and proof of payment to the vendor must be submitted to the IMPO within sixty (60) days of completion of the Project. If for any reason, including overpayment of grant funds to the LPA, the LPA is required to repay to the IMPO the sum or sums of IMPO funds paid to the LPA under the terms of this Agreement, then the LPA shall repay to the IMPO such sum or sums within sixty (60) days after project closeout. Payment for any and all costs incurred by the LPA which are not eligible for IMPO funding shall be the sole obligation of the LPA.

D. If for any reason the IMPO finds noncompliance and requires a repayment of IMPO funds previously paid to the LPA, the LPA is required to submit such sum or sums within sixty (60) days after receipt of a billing from the IMPO. If the LPA has not paid the full amount due within sixty (60) calendar days past the due date, the IMPO may take further action including but not limited to barring future participation in the program.

9. Compliance with Laws.

A. The LPA shall comply with all applicable federal, State and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable State or federal statute or the promulgation of rules or regulations thereunder after execution of this Agreement shall be reviewed by the IMPO and the LPA to determine whether the provisions of this Agreement require formal modification.

B. The LPA certifies by entering into this Agreement that neither it nor its principal(s) is presently in arrears in payment of permit fees or other statutory, regulatory or judicially required payments to the State. The LPA agrees that any payments currently due to the IMPO may be withheld from payments due to the LPA. Additionally, payments may be withheld, delayed, or denied and/or this Grant suspended until the LPA is current in its payments and has submitted proof of such payment to the IMPO.

C. The LPA warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana or any of the State of Indiana's political subdivisions and agrees that it will immediately notify the IMPO of any such actions. During the term of such actions, the LPA agrees that the IMPO may suspend funding for the Project. If a valid dispute exists as to the LPA's liability or guilt in any action initiated by the IMPO, and the IMPO decides to suspend funding to the LPA, the LPA may submit, in writing, a request for arbitration. Arbitration shall be conducted by the American Arbitration Association using its Commercial Arbitration rules. A determination by the arbitrator shall be binding on the parties. Any disbursements that the IMPO may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.

10. Debarment and Suspension.

A. The LPA certifies by entering into this Agreement that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency or political subdivision of the State of Indiana.

B. The LPA certifies that it has verified the suspension and debarment status for all vendors receiving funds under this Agreement and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. The LPA shall immediately notify the IMPO if any contractor becomes debarred or suspended, and shall, at the IMPO's request, take all steps required by the IMPO to terminate its contractual relationship with the contractor for work to be performed under this Agreement.

11. Drug-Free Workplace Certification.

As required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana, the LPA hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. LPA will give written notice to the IMPO within ten (10) days after receiving actual notice that the LPA, or an employee of the LPA, or one of the LPA's vendors, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of grant payments, termination of the Grant and/or debarment of grant opportunities with the IMPO for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total amount set forth in this Agreement is in excess of \$25,000.00, the LPA certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the LPA's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and
- B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the LPA's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; and
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will: (1) abide by the terms of the statement; and (2) notify the LPA of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and
- D. Notifying in writing the IMPO within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for

such purposes by a federal, IMPO or local health, law enforcement, or other appropriate agency; and

- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

12. Employment Eligibility Verification.

As required by IC § 22-5-1.7, the LPA hereby swears or affirms under the penalties of perjury that:

- A. The LPA has enrolled and is participating in the E-Verify program;
- B. The LPA has provided documentation to the IMPO that it has enrolled and is participating in the E-Verify program;
- C. The LPA does not knowingly employ an unauthorized alien.
- D. The LPA shall require its contractors who perform work under this Agreement to certify to LPA that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is participating in the E-Verify program. The LPA shall maintain this certification throughout the duration of the term of a contract with a contractor.

The IMPO may terminate for default if the LPA fails to cure a breach of this provision no later than thirty (30) days after being notified by the IMPO.

13. Funding Cancellation.

When the Executive Director of the IMPO makes a written determination that funds are not appropriated, will not be appropriated, or otherwise available to support continuation of performance of this Agreement, it shall be canceled. A determination by the Executive Director of the IMPO that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

14. Force Majeure.

In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately or as soon as is reasonably possible under the circumstances give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30)

days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

15. Status of Claims.

The LPA shall be responsible for keeping IMPO currently advised as to the status of any claims made for damages against the LPA resulting from goods purchased under this Agreement. The LPA shall send notice of claims related to work under this Agreement to:

IMPO Senior Finance Analyst I _____

16. Governing Law.

This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the federal or state with jurisdiction in the State of Indiana.

17. Information Technology Accessibility Standards.

Any information technology related products or services purchased, used or maintained through this Agreement must be compatible with the principles and goals contained in the Electronic and Information Technology Accessibility Standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the federal Rehabilitation Act of 1973 (29 U.S.C. §794d), as amended. The federal Electronic and Information Technology Accessibility Standards can be found at: <http://www.access-board.gov/508.htm>.

18. Insurance.

Except for self-insured governmental entities as acknowledged by the IMPO, the LPA shall maintain insurance with coverages and in such amount as may be required by the IMPO, and the IMPO shall be named as an additional insured on all projects covered by this Agreement.

19. Nondiscrimination.

Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the LPA covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, sexual orientation, gender identity, disability, ancestry, status as a veteran, or any other characteristic protected by federal, State, or local law ("Protected Characteristics"). Furthermore, LPA certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. The LPA shall agree with the Title VI Assurances listed in Attachment C.

20. Notice to Parties.

Whenever any notice, statement or other communication is required under this Grant, it will be sent by E-mail and by first class U.S. mail service to the following addresses, unless otherwise specifically advised.

A. Notices to the IMPO shall be sent to:

Indianapolis Metropolitan Planning Organization
Attention: Principal Planner Programming Section
200 East Washington Street, Suite 2322
Indianapolis, IN 46204
E-mail: Steve.Cunningham@IndyMPO.org

With a copy to:

Senior Transportation Finance Analyst I
Indianapolis Metropolitan Planning Organization
200 East Washington Street, Suite 2322
Indianapolis, IN 46204
Email: Kristyn.sanchez@indympo.org

B. Notices to the IMPO regarding project management shall be sent to:

Email: _____

C. Notices to the LPA shall be sent to:

Email: _____

As required by IC § 4-13-2-14.8, payments to the LPA shall be made via electronic funds transfer in accordance with instructions filed by the LPA with the IMPO.

21. Order of Precedence; Incorporation by Reference.

Any inconsistency or ambiguity in this Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal or state law, (2) this Agreement, (3) Exhibits prepared by the IMPO, (4) IMPO Call for Projects; (5) the CFP Application; and (6) Exhibits prepared by LPA. All of the foregoing are incorporated fully herein by reference.

22. Public Record.

The LPA acknowledges that the IMPO will not treat this Agreement as containing confidential information, and will post this Grant on the transparency portal as required by Executive Order 05-07 and IC § 5-14-3.5-2. Use by the public of the information contained in this Grant shall not be considered an act of the IMPO.

23. Termination for Breach.

A. Failure to complete the Project and expend IMPO, local and/or private funds in accordance with this Agreement may be considered a material breach, and shall entitle the IMPO to suspend grant payments, and to suspend the LPA's participation in IMPO grant programs until such time as all material breaches are cured to the IMPO's satisfaction.

B. The expenditure of IMPO funds other than in conformance with the Project or the Budget may be deemed a breach. The LPA explicitly covenants that it shall promptly repay to the IMPO all funds not spent in conformance with this Agreement.

24. Travel.

No expenses for travel will be reimbursed unless specifically authorized by this Grant.

25. IMPO Boilerplate Affirmation Clause.

I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the IMPO's standard contract clauses in any way except as follows: Payment of Claims; the Compliance with Audit and Reporting Requirements; Maintenance of Records were modified to include statutory and program requirements; Project Monitoring was modified.

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Non-Collusion, Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the LPA, or that the undersigned is the properly authorized representative, agent, member or officer of the LPA. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the LPA, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that an IMPO officer, employee, or special IMPO appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Grant, the LPA attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.**

AGREEMENT TO USE ELECTRONIC SIGNATURES

In Witness Whereof, the LPA and the IMPO have, through their duly authorized representatives, entered into this Agreement. The parties, having read and understood the foregoing terms of this Agreement, do by their respective signatures dated below agree to the terms thereof.

[LPA]

Indianapolis Metropolitan Planning Organization

By: _____

By: _____

Name and Title, Printed

Date: _____

Anna Gremling, Executive Director

Date: _____

(for)

ATTACHMENT A
PROJECT DESCRIPTION

Local Public Agency:

IMPO Des. No.:

The maximum amount of IMPO Federal Funds Exchange funds allocated to this Project is \$

Program:

Project Type:

Location:

A general scope/description of the Project is as follows:

ATTACHMENT B
AWARD LETTER

ATTACHMENT C: TITLE VI ASSURANCES

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

1. **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated 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 national origin in the selection and retention 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 Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this 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 its facilities as may be determined by IMPO or the *Federal Highway Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to IMPO, or the *Federal Highway Administration* as appropriate, and shall set forth what efforts it 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, IMPO shall impose such contract sanctions as it or the *Federal Highway Administration* may determine to be appropriate, including, but not limited to:
 - a) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - b) cancellation, termination or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontractor procurement as IMPO or the *Federal Highway Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance: 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 IMPO to enter into such litigation to protect the interests of IMPO, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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