



# **LAREDO & WEBB COUNTY**

## **AREA METROPOLITAN PLANNING ORGANIZATION**

Contract for Professional Services

between

Laredo and Webb County Area Metropolitan Planning Organization

And

The Goodman Corporation

THE STATE OF TEXAS       §

COUNTY OF WEBB           §

### **CONTRACT FOR PROFESSIONAL SERVICES**

**THIS CONTRACT** (the “Contract”) is entered into on \_\_\_\_\_, 2024, by and between The Goodman Corporation, hereinafter referred to as the “Contractor” and the Laredo And Webb County Area Metropolitan Planning Organization, which is the designated Metropolitan Planning Organization for the City of Laredo Metropolitan urbanized area and a portion of Webb County, hereinafter called “MPO”. The MPO and the Contractor are collectively referred to as the “Parties” and also individually as a “Party”.

### **WITNESSETH**

**WHEREAS**, pursuant to provisions of 23 USC 134, the Governor of the State of Texas has designated the MPO to be the single-focus planning organization for the City of Laredo Metropolitan urbanized area, and a portion of Webb County, and has executed an agreement to effectuate the designation; and,

**WHEREAS**, pursuant to the Governor's designation and in compliance with applicable federal, state, and local laws, regulations, and ordinances, the MPO has developed and maintains a current Unified Planning Work Program which outlines work tasks and estimated expenditures; and,

**WHEREAS**, the current Unified Planning Work Program has been approved by the State of Texas, acting by and through the Texas Department of Transportation, and the U.S. Department of Transportation, acting by and through the Federal Highway Administration; and,

**WHEREAS**, the current Unified Planning Work Program authorizes the MPO to engage the Contractor to a Microtransit Feasibility Study for the Laredo Transit Management Incorporated (LTMI), and the Contractor has proposed a plan to complete the task, and the MPO has accepted the proposal; and,

**WHEREAS**, the Policy Committee of the MPO includes the Mayor of the City of Laredo, the County Judge of Webb County, three members of the Laredo City Council, two county commissioners, the State Representatives (ex-officio) and State Senator (ex-officio), the Laredo the District Engineer of the Texas Department of Transportation (TxDOT), and a Member-at-Large representing the private sector community; and,

**WHEREAS**, the City of Laredo ("City"), is a municipal corporation chartered under the laws of the State of Texas, with its principal place of business located at 1110 Houston Street, Laredo, Texas; and,

**WHEREAS**, the City of Laredo acts as the fiscal agent for the MPO; and,

**WHEREAS**, the MPO has completed the necessary steps for solicitation and selection of an individual or firm to perform such services, all in accord with the MPO policies and applicable legal requirements; and

**WHEREAS**, the MPO has agreed and contract with the Contractor and the Contractor has agreed to contract with the MPO, for performance of the services described herein, and in accordance with the further terms and conditions of this Contract; and

**NOW, THEREFORE**, for and in consideration of the premises and of the mutual covenants set forth herein, the Parties do mutually agree as follows:

## **ARTICLE I** **PURPOSE**

- 1.01 This contract stipulates the terms and conditions whereby the Contractor agrees to perform the Scope of Work, affixed hereto as *Attachment A* and incorporated herein by reference, and the terms and conditions whereby the MPO agrees to reimburse the Contractor for work approved by the MPO Director.

## **ARTICLE II** **TERM OF THIS CONTRACT**

- 2.01 The term of this contract will begin on [start date] and shall terminated upon the MPO's final approval of work completed by the Contractor or on [last day of contract term] whichever occurs earlier, unless otherwise terminated by per Article XIV or modified as hereinafter provided in Article XIV.

## **ARTICLE III** **SERVICES TO BE PERFORMED**

- 3.01 The Contractor shall undertake with its own personnel and resources or through contractors authorized pursuant to Article IV, the tasks as described in the *Scope of Work outlined in Attachment A*, which has been made a part of this contract by reference.
- 3.02 Specifically, the Contractor agrees to perform the tasks described in the Scope of Work and report the work accomplished under each task in accordance with the Scope of Work.
- 3.03 The Work Schedule incorporated in *Attachment A* shall contain a complete schedule so that Contractor's Scope of Services under this contract can be accomplished within the specified time and contract cost. *Attachment B the Work Schedule* shall provide a specific work sequence and review times by the MPO and Contractor of the work performed. If the review time shall take longer than shown on the work schedule, through no fault of Contractor, additional time may be authorized by the MPO under a

supplemental agreement if so requested upon timely written request from Contractor and approved in writing by the MPO Director.

- 3.04 When the Scope of Work requires a completed work product, MPO will review the work as specified in the Scope of Work. If MPO finds it necessary to request changes in previously satisfactorily completed work or parts hereof, the Contractor will make such revisions as requested and directed by MPO. Such work will be considered as additional work and subject to the requirements established in Article XI Subsection 6.01.
- 3.05 If the review time shall take longer than shown on the work schedule, through no fault of Contractor, additional time may be authorized by the MPO under a supplemental agreement if so requested upon timely written request from Contractor and approved in writing by the Director of the MPO.

#### **ARTICLE IV** **COMPENSATION**

- 4.01 The MPO shall pay up to **One Hundred Forty-Nine Thousand, One-Hundred Dollars (\$149,100)** as compensation for the services to be performed under this contract. In the event of a change in the scope of services, additional complexity or a different character of work from that originally anticipated and authorized by the MPO, the amount may be revised only by written agreement of the parties.
- 4.02 Payments to Contractor for services rendered will be made while work is in progress. Contractor will prepare and submit to the MPO Director no more frequently than once per month, a progress report stating the percent completion of the work accomplished during the billing period and to date, and one original and one copy of an invoice. The submittal shall also include a project assessment report. Payment of the lump sum fee will be in proportion to the percentage completion of work tasks identified in Attachment A. Upon receipt and approval of each complete statement, the MPO shall make a good faith effort to pay within 30 working days.
- 4.03 The MPO shall reserve the right to withhold payment pending verification of satisfactory work performed. Contractor shall be required to submit adequate proof that the task was completed. Payment of costs incurred is further governed by cost principles outlined in the Federal Acquisition Regulation, 48 CFR, Chapter 1, Part 31, Subpart 31.2, Contracts with Commercial Organizations.
- 4.04 The progress report shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current statement. Final payment of any money due shall be made to Contractor once satisfactory completion of all services and obligations covered in this contract, including acceptance of work by the Transportation Planning Director of the MPO except as provided below. The release of any retainage does not relieve Contractor of the responsibility for correcting any errors and/or omissions resulting from its negligence.

**ARTICLE V**  
**CONTRACT AMENDMENTS**

- 5.01 Significant changes in the terms and conditions of this contract can be made only by written amendment executed by the parties hereto prior to the changes being made. Any such amendment must be approved by the MPO Director.

**ARTICLE VI**  
**ADDITIONAL WORK**

- 6.01 If Contractor is of the opinion that any work it has been directed to perform is beyond the scope of this agreement and constitutes extra work, it shall promptly notify the MPO in writing. In the event that the MPO finds that such work does constitute additional work and will exceed the maximum amount specified in Article IV, the MPO shall so advise the Contractor and a written supplemental agreement may be executed between the parties as provided in Article XXIV- Supplemental Agreements. Contractor shall not perform any additional work or incur any additional costs prior to the signing, by both parties, of a supplemental agreement. The MPO shall not be responsible for the actions of Contractor or any costs incurred by Contractor relating to additional work not directly associated with the performance authorized in this contract, or as amended.

**ARTICLE VII**  
**CHANGES TO WORK**

- 7.01 If the MPO finds it necessary to request changes to previously satisfactorily completed work or parts thereof which involve changes to the original scope of services or character of work under the contract, Contractor shall make such revisions if requested and as directed by the MPO Director. This will be considered additional work and paid for as specified in Article VI - Additional Work.
- 7.02 Contractor shall make such revisions to the work authorized in this contract, which have been completed as are necessary to correct errors appearing therein, when required to do so by the MPO. No additional compensation shall be paid for this work

**ARTICLE VIII**  
**INDEMNIFICATION**

- 8.01 **CONTRACTOR AGREES TO INDEMNIFY AND HOLD HARMLESS THE MPO, THE CITY OF LAREDO, THE COUNTY OF WEBB, THE TEXAS DEPARTMENT OF TRANSPORTATION, AND THE U.S. DEPARTMENT OF TRANSPORTATION FROM ALL CLAIMS AND LIABILITY DUE TO THE ACTIVITIES OF ITSELF, ITS AGENTS OR EMPLOYEES, PERFORMED UNDER THIS CONTRACT AND WHICH ARE CAUSED BY OR RESULT FROM NEGLIGENT**

**ERROR, OMISSION, OR ACT OF CONTRACTOR OR OF ANY PERSON EMPLOYED BY CONTRACTOR. CONTRACTOR AGREES TO HOLD HARMLESS THE MPO, THE CITY OF LAREDO, THE COUNTY OF WEBB, THE TEXAS DEPARTMENT OF TRANSPORTATION, AND THE U.S. DEPARTMENT OF TRANSPORTATION FROM ANY AND ALL EXPENSE, INCLUDING BUT NOT LIMITED TO, REASONABLE ATTORNEY FEES WHICH MAY BE INCURRED IN LITIGATION OR OTHERWISE RESISTING SAID CLAIM OR LIABILITIES WHICH MAY BE IMPOSED AS A RESULT OF THE ACTIVITIES OF CONTRACTOR, ITS AGENTS OR EMPLOYEES.**

## **ARTICLE IX**

### **INSPECTION OF WORK**

- 9.01 The MPO, the Texas Department of Transportation, and the U.S. Department of Transportation and any authorized representatives, shall have the right at all reasonable times to review or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If any review or evaluation is made on the premises of Contractor or a subcontractor, Contractor shall provide and require its subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the representatives of the MPO, the Texas Department of Transportation, or the U.S. Department of Transportation.

## **ARTICLE X**

### **DISPUTES**

- 10.01 The Contractor shall be responsible for the settlement of all contractual and Administrative issues arising out of procurements entered into in support of contract work. The MPO shall act as referee in all disputes regarding non - procurement issues and the MPO's decision shall be final and binding.

## **ARTICLE XI**

### **NON-COLLUSION**

- 11.01 Contractor warrants that it has not employed or retained any company or persons other than a bona fide employee working solely for Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. If the Contractor breaches or violates this warranty, the MPO shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or compensation, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

## **ARTICLE XII**

### **RECORDS**

- 12.01 The MPO, the City of Laredo, the Texas Department of Transportation, and the U.S. Department of Transportation shall have the right to examine the books and records of Contractor for the purpose of checking the amount of work performed at the time of contract termination. Contractor shall maintain all books, records, documents, papers, accounting records and other evidence pertaining to costs incurred for a period of four years from the date of final contract payment or until pending litigation has been fully and completely resolved, whichever occurs last. Records pertinent to this contract shall be made available for inspection during normal business hours to the authorized representatives of the MPO, the City of Laredo Finance Department, the Texas Department of Transportation, U.S. Department of Transportation, and the Comptroller General.

## **ARTICLE XIII**

### **SUBCONTRACTS**

- 13.01 Contractor shall not assign, subcontract, or transfer any portion of the work under this contract without the prior written approval of the MPO Director which approval shall not be unreasonably withheld. All sums due and payable under this contract shall be made to the order of Contractor and to no other. All subcontracts shall include the provisions required in this contract and shall be approved as to form, in writing, by the MPO Director prior to work being performed under the subcontract. No subcontract relieves Contractor of responsibilities for performance under this contract.

## **ARTICLE XIV**

### **TERMINATION**

- 14.01 This contract may be terminated in whole, or in part, by either party hereto whenever such termination is found to be in the best interests of either party. Termination shall be affected by the conveyance of a written notification thereof to the other party at least thirty (30) days in advance of the effective date of the termination. In the event either party to this contract terminates this contract, the Contractor agrees to the following:
- a. Stop work under the contract on the date and to the extent specified in the notice of termination.
  - b. Place no further orders of subcontractors except as may be necessary for completion of the work not terminated.
  - c. Terminate all orders and subcontractors to the extent that they relate to the performance of work terminated by notice of termination.

- d. Submit to the MPO their termination claim within sixty (60) days of the effective termination. The termination claim shall not exceed the total amount of funds authorized in this contract less the estimated cost of the work not completed and the amount of payments previously made.
  - e. If terminated for convenience, the Contractor shall be paid for all work satisfactorily performed up to the date of termination.
- 14.02 Violation or breach of contract terms by the Contractor shall be grounds for termination of the contract, and any increased cost arising from the Contractor's default, breach of contract, or violation of terms shall be paid by the Contractor.
- 14.03 This contract shall not be considered as specifying the exclusive remedy for any default, but all remedies existing at law and in equity may be availed by either party and shall be cumulative.
- 14.04 Upon termination of this contract, whether for cause or at the convenience of the parties hereto, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc., prepared by the Contractor shall be covered by the provision of Article XVII under this contract with respect to ownership.
- 14.05 Except with respect to defaults of subcontractors, the Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the Contractor to progress in the performance of the work) if such failure arises out of causes beyond the control and without the default or negligence of the Contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. In every case, however, the failure to perform must be beyond the control and without the fault or negligence of the Contractor.
- 14.06 Any violation of contract terms or breach of contract by Contractor shall be grounds for termination of the contract and any increased cost arising from the default of Contractor shall be paid solely by Contractor.
- 14.07 This agreement shall not be considered as specifying the exclusive remedy for any default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.
- 14.08 Should the MPO terminate this contract as herein provided, no fees other than fees due and payable at the time of termination shall be paid to Contractor. Compensation for work at termination will be based on the percentage of work completed at that time. The value of work charged during the time after notice of termination is received shall not exceed the value of the work performed in the preceding thirty-day period.
- 14.09 If Contractor defaults in the performance of this contract or if the MPO terminates this contract for fault on the part of Contractor, consideration will be given to the actual costs



incurred by Contractor in performing the work up to the date of default. This includes the amount of work that was satisfactorily completed, the value of the work that is usable, the cost of securing a substitute consultant for completion of the work, and other factors affecting the value of the work performed at the time of default.

- 14.10 The termination of this contract and the payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of the MPO and Contractor, except the obligations set forth in Article XV - Compliance with Laws of this agreement. If the termination of this contract is due to the failure of Contractor to fulfill its contract obligations, the MPO staff may complete the work. In such case, Contractor shall be liable for any additional cost occasioned by such failure.

#### **ARTICLE XV** **COMPLIANCE WITH LAWS**

- 15.01 Contractor shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations, and orders and decrees of any court or administrative body or tribunal in any manner affecting the performance of this contract, including without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, Contractor shall furnish in writing satisfactory proof of its compliance therewith. All recipients of federally funded grants or use federal assistance to support procurements must comply with the applicable provisions of the Federal procurement standards 2 CFR pt. 200. See Attachment C for additional federal requirements incorporated into this contract.

#### **ARTICLE XVI** **SUCCESSORS AND ASSIGNS**

- 16.01 The MPO and the Contractor each binds itself, its successors, executors, assigns and administrators to each other party of this agreement and to the successors, executors, assigns and administrators of such other party in respect to all covenants of this contract. Neither the MPO nor the Contractor shall assign, sublet, or transfer its interest in this contract without written consent of the other.

#### **ARTICLE XVII** **OWNERSHIP OF DOCUMENTS**

- 17.01 All data, basic sketches, charts, calculations, plans, specifications, and other documents created, or collected under the terms of this contract are the exclusive property of the MPO and shall be furnished to the MPO Director of the MPO upon request. All documents prepared by Contractor and all documents furnished by Contractor shall be delivered to the MPO Director of the MPO upon completion or termination of this

contract. Contractor, at its own expense, may retain copies of such documents or any other data that it has furnished to the MPO under this contract. The release of any information shall be in conformance with the Texas Open Records Act.

### **ARTICLE XVIII** **SIGNATORY WARRANTY**

- 18.01 The undersigned signatory for the Contractor hereby represents and warrants that he is an officer of the organization for which he has executed this contract and that he has full and complete authority to enter into this contract on behalf of their organization.

### **ARTICLE XIX** **EQUAL EMPLOYMENT OPPORTUNITY**

- 19.01 The Contractor agrees to comply with Executive Order 11246 entitled "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor Regulations (41 CFR 60).

### **ARTICLE XX** **NON-DISCRIMINATION**

- 20.01 During the performance of this contract, the Contractor, its assigns and successors in interest, agrees as follows:
- 20.02 *Compliance with Regulations:* The Contractor shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21, which was promulgated to effectuate Title VI of the Civil Rights Act of 1964, Title 23, Code of Federal Regulations, Part 710.405(b) , 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.
- 20.03 *Non-discrimination:* The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 and Part 710.405(b) of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 20.04 *Solicitations for Subcontracts, 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 of the grounds of race, color, sex, or national origin.

- 20.05 *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 the MPO, the Texas Department of Transportation or the U.S. Department of Transportation to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the MPO, the Texas Department of Transportation or the U.S. Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.
- 20.06 *Sanctions for Noncompliance:* In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the Texas Department of Transportation shall impose such contract sanctions as it or the U.S. Department of Transportation 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.
- 20.07 *Incorporation of Provisions:* The Contractor shall include the provisions of sections 20.01 through 20.06 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 subcontract or procurement as the MPO 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 the MPO to enter into such litigation to protect the interests of the MPO; in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

## **ARTICLE XXI**

### **MINORITY BUSINESS ENTERPRISES**

- 21.01 It is the policy of the United States Department of Transportation that Minority Business Enterprises as defined in 49 CFR Part 26, as amended, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently, Minority Business Enterprise requirements of 49 CFR Part 26, as amended, apply to this contract as follows:

- a. The Contractor agrees to guarantee that Minority Business Enterprises as defined in 49 CFR Part 26, as amended have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, the Contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 26, as amended, to ensure that Minority Business Enterprises have the maximum opportunity complete for and perform contracts.
  - b. The Contractor and any subcontractors shall not discriminate on the basis of race, color, national origin, religion, age, sex, or disability in the award and performance of contracts funded in whole or in part with Federal funds. These requirements shall be physically included in any subcontract and, after written notification from the MPO, may result in termination of the contract by MPO or other such remedy as MPO deems appropriate.
- 21.02 The Contractor shall not discriminate on the grounds of race, color, sex, national origin, age or disability in the performance of this contract, including the procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Part 21.
- 21.03 The Contractor and any subcontractor shall not discriminate on the basis of race, color, sex, or national origin in the award and performance of contracts funded in whole or in part with Federal funds.
- 21.04 These requirements shall be physically included in any subcontract. Failure to carry out the requirements set forth above shall constitute a breach of contract and, after the notification of the MPO, may result in termination of the contract by the MPO or other such remedy as the MPO deems appropriate.

## **ARTICLE XXII**

### **DELINQUENT TAX CERTIFICATION**

- 22.01 Pursuant to Article 2.45 of the Business Corporation Act, Texas Civil Statutes, which prohibits the State from awarding a contract to a corporation that is delinquent in paying taxes under Chapter 171, Tax Code, the Contractor hereby certifies that it is not delinquent in its Texas franchise tax payments, or that it is exempt from or not subject to such tax. A false statement concerning the corporation's franchise tax status shall constitute grounds for cancellation of the contract at the sole option of the MPO.

## **ARTICLE XXIII**

### **NOTICE TO PROCEED**

- 23.01 The MPO Director will issue a written authorization to proceed with the work identified in the scope of services. The MPO shall not be responsible for actions by Contractor

or any costs incurred by Contractor relating to additional work not included in Attachment A - Scope of Work.

#### **ARTICLE XXIV SUPPLEMENTAL AGREEMENTS**

- 24.01 The terms of this contract may be modified by supplemental agreement if the MPO determines that there has been a significant change in the:

- (1) Scope, complexity, character of the service to be performed; or
- (2) The duration of work.

Additional compensation, if appropriate, shall be identified in writing as provided in Article III-Compensation, and the supplemental agreement shall state what, if any, additional compensation shall be provided. The MPO Director shall issue a notice to proceed for work authorized under the supplementary agreement in accordance with the provisions of Article XXIII - Notice to Proceed. Any supplemental agreement must be executed in writing by both parties within the contract period specified in Article II – Term of this Contract.

It is distinctly understood and agreed that no claim for extra work done or materials furnished shall be made by Contractor until full execution of the supplemental agreement and authorization to proceed is granted. The MPO reserves the right to withhold payment pending verification of satisfactory work performed in accordance with Article IV-Compensation.

#### **ARTICLE XXV SUBMISSION OF REPORTS**

- 25.01 All applicable study reports shall be submitted in preliminary form for approval before a final report is issued. The comments of the MPO Director shall be noted and addressed in the final report.

#### **ARTICLE XXVI INSURANCE**

- 26.01 Contractor shall furnish a properly completed Certificate of Insurance, in a form approved by the City of Laredo Purchasing agent, City of Laredo Risk Management and the MPO Director prior to beginning work under this contract and shall maintain such insurance through the contract period.

#### **ARTICLE XXVII GRATUITIES**

- 27.01 No member of the MPO Policy Committee shall accept any benefits, gifts or favors from any person doing business with the MPO under this contract, nor shall any person doing business with or who may reasonably do business with the MPO under this contract make an offer of benefits, gifts, or favors to MPO personnel or staff.

#### **ARTICLE XXIII**

#### **POLITICAL ACTIVITY AND LOBBYING (BYRD ANTI-LOBBYING AMENDMENT)**

- 28.01 No federally appropriated funds provided under this contract will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of the awarding of any federal contract, the making of any federal grant, 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.

#### **ARTICLE XXIX**

#### **PATENT AND COPY RIGHT**

- 29.01 The MPO, the Texas Department of Transportation, and the U.S. Department of Transportation shall have the non-exclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize the use by others any reports developed by Contractor for governmental purposes.

#### **ARTICLE XXX**

#### **SEVERABILITY**

- 30.01 In the event any one or more of the provisions contained in this contract shall for any reason be held illegal, invalid, or unenforceable in any jurisdiction, that shall not affect, the validity or enforceability in the jurisdiction of any of other provision of this contract; or the validity or unenforceability in other jurisdictions of that or any other provision of this contract.

#### **ARTICLE XXXI**

#### **PRIOR CONTRACT SUPERSEDED**

- 31.01 This contract constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral contract between the parties respecting the subject matter defined herein.

**ARTICLE XXXII**  
**FORCE MAJEURE**

32.01 Neither party to this agreement shall be required to perform any term, condition, or covenant in this agreement so long as performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by a governmental authority, civil riots, floods, and any other cause not reasonably within the control of either party to this agreement and which by the exercise of due diligence such party is unable, wholly or in part, to prevent or overcome. If by reason of force majeure either party is prevented from full performance of its obligations under this agreement, written notice shall be provided to the other party within three days.

**ARTICLE XXXIII**  
**APPLICABLE LAW**

33.01 This agreement shall be construed under, and in accordance with, the laws of the State of Texas as amended from time to time, and all obligations of the parties created by this agreement are performable in Webb County, Texas.

**IN WITNESS WHEREOF**, the Goodman Corporation has executed the Contract by the signature of its duly authorized officer(s), and the Laredo and Webb County Area Metropolitan Planning Organization acting by and through its MPO Chairperson and the MPO Director as authorized by the Policy Committee, and have executed this agreement in duplicate originals, each of equal dignity.

**THE CONTRACTOR**

By:

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Printed Name/Title

**THE LAREDO AND WEBB COUNTY AREA  
METROPOLITAN PLANNING ORGANIZATION**

By:

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Tano E. Tijerina, Webb County Judge  
MPO Chairperson

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Juan Mendive, AICP  
MPO Director



**ATTACHMENT "A"**  
**SCOPE OF WORK**

## 4. METHODOLOGICAL APPROACH

El Metro is the local public transportation provider for the City of Laredo, providing nearly two million passenger trips annually. While transit ridership in Laredo is growing, following pandemic-era lows, it is still significantly below the peak of 3.21 million passenger trips in 2013. This dynamic is in line with national trends. Between 2014 and 2019, transit ridership in the United States dropped by more than seven percent. Factors as varied as online shopping, personal mobility devices (electric bikes, scooters, etc.), and app-based ride-hailing services like Uber and Lyft, have all combined to eliminate the need for some transit trips, and provide compelling alternatives to others.

While new mobility options create a challenge in the form of competition for fixed-route transit operators like El Metro, they also create opportunities by allowing transit providers to better align their services with market demands. Traditional fixed-route service is not the best solution for every trip or every environment. The availability of new and flexible mobility models, like microtransit service, now let transit providers focus their fixed-route resources where they can be most productive, while preserving and even expanding overall transit coverage.

The COVID-19 pandemic accelerated the adoption of new technologies, but it also set in motion global changes which are felt locally in Laredo. Efforts to diversify and protect supply chains have resulted in Mexico surpassing China as America's top trading partner. In Laredo, this translates to growing truck traffic on area roadways and parking lots. The removal of pandemic-era border restrictions has also contributed to local traffic congestion as both commuters and consumers are once again able to visit Laredo in significant numbers.

The Microtransit Feasibility Study presents an opportunity to examine the role of both fixed-route and microtransit service in addressing the mobility challenges facing Laredo. Our team's approach will be data-driven, including detailed market and service analyses, and will incorporate a robust outreach process. Through this approach, we will ensure that the resulting recommendations are not only based on industry best-practices, but also reflect the goals and challenges facing El Metro and the Laredo region.

### Task 1 – Peer Case Studies (Objective 1)

Historically, transit operators have felt compelled to provide broad service coverage in the communities they serve, to ensure equitable access to all stakeholders. However, traditional fixed-route transit service requires specific market characteristics such as suitable densities and supportive infrastructure to operate most effectively. As these characteristics do not exist in every community, or uniformly throughout any community, most transit systems in the United States have typically included a mix of high- and low-performing routes.



In recent years, there has been a rapid emergence of innovative mobility technologies that have allowed transit operators to consider new approaches to transit service in lower-density and automobile-oriented environments that are difficult to serve effectively with traditional fixed route service. Throughout Texas and the United States, transit operators have been implementing app-based microtransit services to replace poorly performing fixed-route services or to expand coverage to previously underserved areas.

The study team will rely on our extensive knowledge of the transit industry to identify up to five relevant case studies in Texas and beyond that can inform the decision-making process in Laredo as well. We will work closely with MPO and LTMI staff to select a set of peer agencies that have implemented microtransit service in response to similar service and/or service area challenges to those facing Laredo. The case studies will provide an overview of the overall mobility landscape in each community and highlight the catalysts for implementing and adjusting the respective microtransit services. The study team will also summarize service policies and key service performance metrics for each peer and discuss the successes and challenges that each system has faced. Ultimately, the aim of the case studies will be to document relevant lessons learned from other communities in order to apply the best practices to the development of effective microtransit plan for the City of Laredo.

## Task 2 – Feasibility Assessment (Objectives 2, 3, & 4)

The aim of a successful microtransit service is to complement, rather than compete with, fixed-route service. Thus, we propose to take a holistic approach to assessing the feasibility and opportunities for microtransit service in Laredo. Microtransit has a number of use cases, ranging from coverage for areas that lack the density to support fixed-route service; to service in areas with transit-supportive densities but poorly performing fixed-route service.

### 2.1. Market Analysis

El Metro services must be well-matched to market conditions to be most effective. For local fixed-route transit service, density is key, as people must be able to make their way to and from designated bus stop locations. In less densely developed areas, microtransit can be a more effective service model, as fewer people are able to easily access bus stop locations. The study team will map the population and employment densities of the study area and develop a graphical transit potential index, which will clearly illustrate where conditions exist to support various types of transit service.

Certain market segments—particularly students, seniors, low-income residents, persons with disabilities, and zero-vehicle households—tend to use transit to a greater degree than other groups. The study team will highlight areas of Laredo where the need for mobility services, regardless of mode, is expected to be highest based on the concentration of these population groups with a high propensity for transit use. This information will be used in later phases of the study to help determine microtransit zone boundaries.

Just as there are certain demographic predictors of transit use, land use is a key factor in assessing transit demand. In most communities, a large proportion of transit trips are to and from activity centers such as grocery stores, medical facilities, schools, social service providers, and multi-family housing complexes. The locations of these land-uses and major trip generators will also be used to develop microtransit zone boundary recommendations.

### 2.2. Service Analysis

Using available El Metro ridership data, the study team will examine the performance of the existing fixed-route network. In particular, we will focus on assessing the ridership, productivity, and service characteristics of the existing network.

Transit systems must find a balance between service coverage and service frequency due to limited resources available for service delivery. To provide broad service coverage, transit systems are sometimes forced to provide very low-frequency service. However, low-frequency service has very limited appeal to riders, so infrequent routes are often doomed to mediocre ridership. Microtransit service has the potential to change this dynamic, as it can provide broader coverage than fixed-route service, and also reduce wait times compared to low-frequency routes.

Stop-level ridership is another indicator of how well an existing route is serving the mobility needs of the communities it serves. Bus stops that generate fewer than ten boardings per day are indicators that the transit service available at the stop is not resonating with prospective riders in the area and is thus not serving the area well.

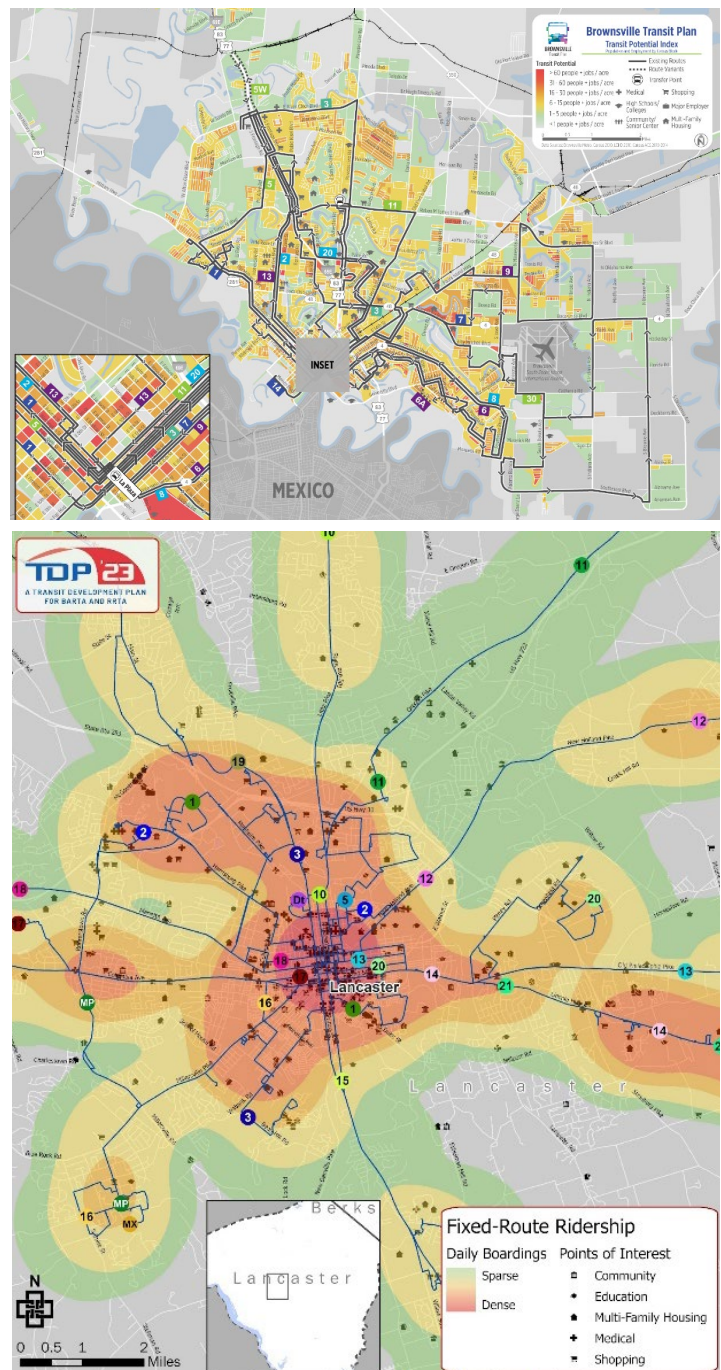


Figure 3. Examples of Service Analysis Map



## 2.3. Document Review and Customer Satisfaction Assessment

Often, the best way to identify the issues and opportunities facing a transit system is to ask the riders themselves. The study team will rely both on stakeholder input collected over the course of this study (see Task 4), and previously collected input from the 2021 Comprehensive Operational Analysis, to understand perceptions, preferences, and priorities of current and prospective riders. This information will help inform the study team’s understanding of the strengths, weaknesses, and opportunities of Laredo’s current transit network.

In addition, the study team will review previous planning work conducted by El Metro and the MPO that may help highlight opportunities for microtransit service in Laredo. This includes service performance reports and other documents that helped identify routes 8B, C1, C2, and/or C3 as good candidates to be replaced in part or in full by microtransit service. While previous documents will serve as a starting point for the assessment of microtransit feasibility, all previous recommendations will be vetted through the study team’s own market and service analyses.

## 2.4. Service Improvement Scenario

Building on the technical findings of the market and service analyses, along with input received through the document review and outreach processes, the study team will develop a preliminary service improvement scenario that incorporates a mix of fixed-route and microtransit services.

For the preliminary service improvement scenario, the study team will provide detailed descriptions of all recommended changes. For each revised route or proposed microtransit zone, the study team will produce a change sheet with the following elements:

- A description of proposed changes
- The rationale for the change
- Maps of proposed changes
- Proposed service frequencies (fixed-route) or wait times (microtransit) by day and service period.

We will also present additional service characteristics in a summary table of the entire network. This table will allow El Metro and MPO staff to easily compare the impact of each individual change on the overall system cost and fleet requirements. The summary table will present the following information by route and/or zone:

- Vehicle requirements
- Estimated revenue hours and operating cost
- Projected ridership and productivity

Based on public and stakeholder feedback to the preliminary service improvement scenario, the study team will make necessary revisions to arrive at a final recommended service scenario. This final scenario will be the basis for the financial and implementation plan discussed in Task 5.

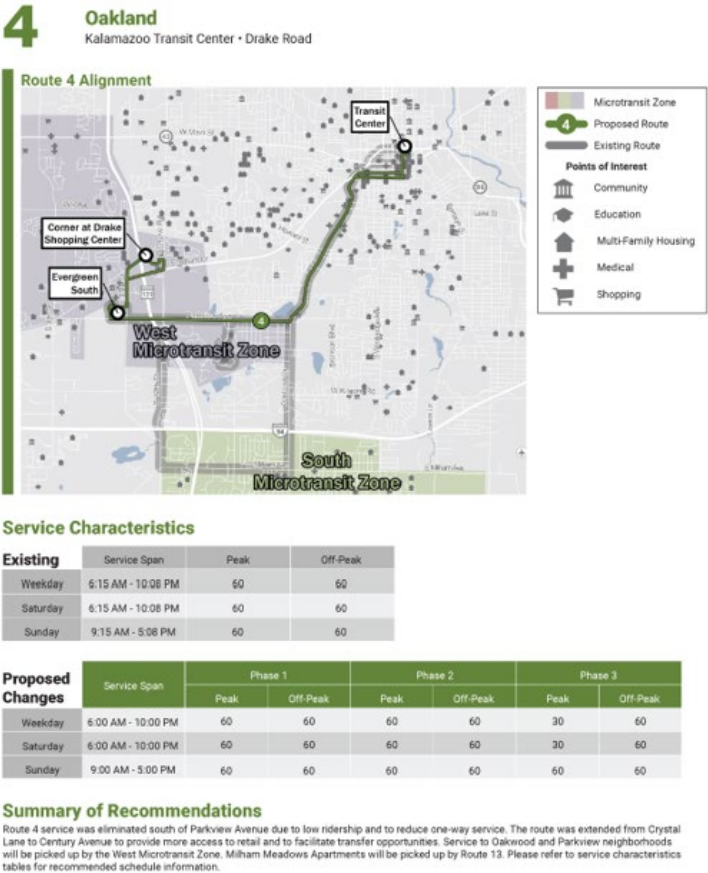


Figure 4. Example of Service Improvement Analysis (Existing vs. Proposed)

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## Task 3 – Intersected Potential Benefits (Objectives 5 & 6)

### 3.1. Congestion Management Opportunities

The TGC team will meet with MPO stakeholders to ascertain the specific concerns about traffic congestion in the Mines Rd, I-35, Del Mar Blvd, US-83, and other corridors. We will collectively identify specific segments or intersections in each corridor for deeper study. The analysis will focus exclusively on the potential alternatives to alleviate or manage congestion by means of transit service changes to fixed routes and potential on-demand microtransit zones.

The potential role of microtransit will be evaluated using the MPO's data and by means of Replica. Replica is an online data service containing multimodal travel data at micro and macro levels. Replica agglomerates travel trends over long periods and then creates a highly accurate synthetic population making trips on a typical Thursday and Saturday a few times each year (i.e., a typical Thursday in Fall 2024). We will use this travel data to understand the origins and destinations, and traveler characteristics, in the subject corridors or intersections to evaluate if and how transit might be part of a broader solution to manage congestion. The Replica data enables a rapid exploration of specific travel trends relative each location and then with some Texas-based microtransit assumptions we can quickly equip the region's stakeholders with observations to consider during implementation.

### 3.2. Parking Management Opportunities

Subtask 3.2 is a different side of a similar coin than Subtask 3.1. We will likewise meet with MPO stakeholders to ascertain the specific concerns about tractor trailer parking in retail and other locations; collectively identifying the highest priority locations to study. We will then make site observations and use Replica model data to form a more complete picture. Replica data will enable some understanding the direction from which the commercial vehicles approach and thereby potential locations elsewhere to preempt the retail parking by instead offering an on-demand microtransit hub with clear marketing. This task may also include a quick scan of other regions to identify how transit peers have used microtransit zones with hubs to solve for particular challenges, while of course also providing services with some utility to the general public.

We anticipate that some locations from both 3.1 and 3.2 will coincide and therefore offer an especially interesting use case for on-demand microtransit evaluation. In any case, the findings of both subtasks will be documented in a brief technical memorandum for review and approval.

## Task 4 – Public Involvement (Objective 7)

The TGC team will coordinate with MPO staff and El Metro in month one, during project management plan development, to conceive a feasible, targeted approach for engaging the public and stakeholders. We note the host of plans and data already available from the MPO and El Metro. The following are our ideas for how best to engage people to educate about on-demand microtransit and gauge opinions/ideas about its applicability in Laredo:

- **Initial targeted engagement with staff, riders, and partners**
  - **Staff** – With El Metro's direction, we will either interview or survey a selection of administrative and operations staff from both fixed route and paratransit services. The brief interviews with a selection of staff will explore opportunities to improve the existing network and ideas surrounding where microtransit should be considered.
  - **Current riders** – We will work with El Metro staff to place bilingual printed surveys and/or online survey invitations onboard buses. The survey will be brief and highly accessible. The primary purpose is to provide lay term information about microtransit and gauge rider interest.
  - **Partners** – We will ask the MPO and El Metro to identify some key non-profit partners for us to interview virtually. We may also create a tailored version of the rider survey for non-profits and the MPO to distribute generally (a convenience sampling).
- **Mid-point broad engagement**
  - We will work with the MPO and El Metro to host an in-person workshop near the midpoint of the study to collect feedback on the emerging application of microtransit. The workshop will have an associated bilingual comment form that will also be available online, allowing responses over a period of time.

- We will leverage the stakeholder network developed in the initial engagement to ensure the invitation for the workshop is distributed widely, especially in historically underrepresented population and amongst transit riding populations. Participants will be able to receive information, ask question, and provide feedback.

- **Concluding engagement**

- As per the RFP scope of services, we will make public presentations to the variety of committees and El Metro Board of Directors.

The items above primarily pertain to engagement for the development of the Microtransit Feasibility Study itself. We will also identify and make recommendations for policy considerations for the MPO and El Metro to consider in the implementation framework, including at least the following considerations:

- Strategies to manage demand (such as by preempting abuse/overuse)
- Coordination with El Lift paratransit
- Marketing and messaging the service
- Identification of potential future areas for microtransit (as applicable)

## Task 5 – Implementation Framework (Objectives 8 & 9)

### 5.1. Benefit Cost Analysis

TGC team will develop a conceptual benefit-cost analysis (BCA) for a no-build baseline context and the service scenario from Task 2. The BCA will primarily combine quantitative measures but will also discuss qualitative benefits (for riders and stakeholders). As requested, the BCA will identify the fiscal impact of microtransit to determine viability and change in transit service utility.

The BCA analysis will digest the host of data gathered in preceding tasks. The BCA will be created in tandem with the budget and operational requirements in Task 5.2's implementation framework to ensure the full costs are weighed holistically alongside all El Metro considerations. This information will help the TGC team develop a detailed cost model for a potential microtransit solution, including vehicle procurement, maintenance, and the technology infrastructure required to run the system.

The BCA will explore the following:

- **Current operational costs** – A report and breakdown of current costs associated with all current transit services
- **Microtransit cost model** – A model that will include a matrix of utilization and costs typically associated with the implementation of microtransit, including procurement, estimated ridership, facility and maintenance requirements, estimated operating costs (variable with demand), additional technological needs and costs, etc.
- **Microtransit revenue model** – A model that examines the potential revenue microtransit implementation, including fare structures, potential partnerships and advertising.
- **BCA Results** – A summary table that provides the BCA results

The BCA will conclude with a brief discussion about the apparent advantages and disadvantages of implementing microtransit in Laredo, such as by contrasting financial sustainability with future proofing of transit services given microtransit's ability to more readily adapt to changing demand as compared to the relative permanence of fixed route services.

### 5.2. Implementation Elements

Implementing microtransit involves planning for and funding many fundamental administrative and operational aspects, including (as noted in the RFP):

- Technology requirements
- Operations and maintenance
- Insurance
- Driver training
- Marketing
- Funding

The TGC team will ensure the emerging microtransit scenario will remain viable beyond the initial launch of service. We will help El Metro and partners to anticipate the essential implementation elements to ensure the sustained success of microtransit. The RFP astutely notes the essential ingredients for successful implementation and management of on-demand microtransit. Additionally, we will coordinate with the MPO and El Metro to decide if any of the following should also be briefly addressed in the implementation framework:

- **Conceptual financial modeling** to consider opportunities to secure grant funding in order to maximize local resources. TGC is an industry leader in identifying, assessing, and securing available grant funding opportunities at all levels of government. The U.S. Department of Transportation, FTA, TxDOT, TxDOT PTN, and other federal and state entities, regularly issue Notice of Funding Opportunities (NOFO's), or calls for projects that can include initiatives to support flexible and responsive transit solutions like microtransit.
- **Accessibility and equity evaluation** to ensure implementation maintains a similar or greater level of transit service quality, balanced to the socio-demographic characteristics of the community.
- **Regulatory compliance** to ensure triennial and other oversight activities do not result in negative findings. Shifting one or several fixed routes with complementary El Lift paratransit service to an on-demand microtransit service, requires a number of actions to transition the service as smoothly as possible, and to protect El Metro from non-compliance with FTA.
- **Environmental documentation** of the conceptual benefits of reducing vehicle miles traveled and changing transit vehicle types to ultimately reduce emissions will demonstrate the added value of the fixed route to microtransit zone conversion(s); such information often proves influential in federal competitive grant applications
- **Risk mitigation** for operational, financial, reputational, or safety/security risks will preempt some typical challenges related to adding microtransit into the mix of transit services (especially if a different contractor would be utilized).

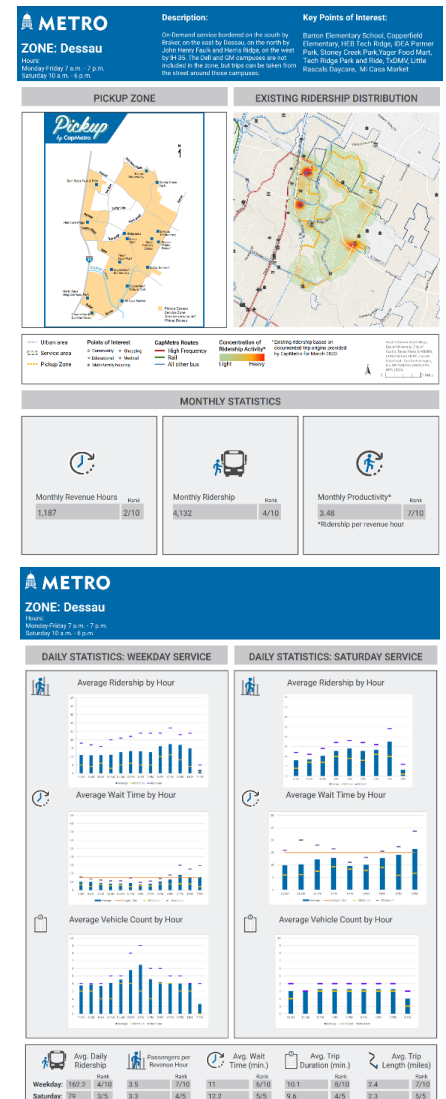
### 5.3. Performance Metrics and Evaluation

While planning for new service relies heavily on demographic and land-use analyses, the evaluation of existing services requires an ongoing review of service performance. Service standards and performance monitoring programs are essential for transit systems, as they provide both a basis on which service adjustments may be considered and an opportunity for public transparency.

The study team will help El Metro staff develop a microtransit service monitoring plan that integrates with and complements El Metro's existing fixed-route service monitoring and reporting procedures. Together, we will identify a set of service performance categories such as reliability, efficiency, customer satisfaction, and safety, that reflect the priorities of El Metro and the MPO. For each service performance category, we will define one or more metrics that can be used to measure success in the respective category. Potential service performance metrics may include (but are not limited to) the following:

- Average wait time
- Percent shared trips
- Passengers per revenue hour
- Passengers per revenue mile
- Maximum vehicle load
- Mean distance between service calls
- Cost per passenger trip
- Complaints per 1,000 trips
- Incidents per 100,000 miles

From a planning perspective, the ongoing service monitoring of both fixed-route and microtransit services can help El Metro identify opportunities to right-size service that is deemed to be either under- or over-performing. For example, a fixed-route service that has consistently low ridership or productivity, could instead be replaced with a microtransit service, which may be more cost-effective in serving lower-demand areas. Conversely, a microtransit service that has outstripped its ability to meet ridership demand, could be transitioned to fixed-route service which can more efficiently transport large volumes of passengers.



**Figure 5.** Example of Performance Metrics Evaluation



## 5. PROJECT MANAGEMENT

TGC will hold an internal kick-off meeting with RouteSprout immediately after a formal contract is signed. We will then reach out to the MPO and El Metro leadership to arrange for a virtual kick-off meeting.

TGC will then create a Project Management Plan with the following elements:

- Detailed schedule
  - Key milestones
  - Engagement coordination
  - Deliverables (draft, revised finals)
- Template for progress report and invoices
- Template for technical memorandums, PowerPoint presentations, and maps

The TGC team will create a draft and final version of the Microtransit Feasibility Study. The final report will utilize a concise, lay term narrative with accompanying in-depth appendices. The report will, in that fashion, document the results of each task and address all objectives in the RFP.

The TGC team will coordinate with staff at about the midpoint of the project to begin to develop an Adobe InDesign template for the eventual final report. We will provide the final report in whatever format is required, but anticipate that to be Adobe PDF (with Section 508 accessibility features active) and Word (for base content without graphic design). We will likewise provide ArcGIS files in the required format. The RFP mentions shapefiles. We can provide shapefiles, but will prefer to deliver a complete ArcGIS Pro Project Package so the MPO or El Metro could open any final map or shapefile without risk of misinterpretation. Specific requirements for printed copies, potentially 25 of the final report, will be coordinated and provided in a timely manner.

Our team will make the required presentations concerning the final report to each body mentioned in the RFP.



Jonathan Brooks, Project Manager



**ATTACHMENT "B"**  
**WORK SCHEDULE**

## Billing Procedures and Payment Terms

Monthly invoices, including progress reports, will be provided each month. Each progress report will summarize ongoing or completed activities for the past month and those planned for the following month. Progress reports will also highlight any problems encountered and the actions taken to remedy the situation. Progress reports will track time as a percent complete by task. A summary of stakeholder or public engagement activities will also be included.

## Small Business Enterprises

The RFP does not require a particular percentage of the project be through a historically underutilized business or small business enterprise (SBE). However, we desire to ensure the evaluation committee knows that both TGC and RouteSprout are SBEs. Documentation can be provided upon request.

## Project Timeline

TGC and RouteSprout will implement the scope of work over an approximately 9-month period (see Table 3). The table lists our team's commitment to deliver documentation for each task for client approval, including a draft and then revised final study report. We will make ourselves available for presentations to the committees and El Metro's board as listed in the invitation for bid.

**Table 3.** Project Timeline

TASK	Months								
	1	2	3	4	5	6	7	8	9
Task 1 – Peer Case Studies		B							
Task 2 – Feasibility Assessment				C					
Task 3 – Intersected Potential Benefits					D				
Task 4 – Public Involvement				**		E	**		***
Task 5 – Implementation Framework							F	G1	G2
Project Management	A	*	*	*	*	*	*	*	*

### Deliverables:

- A. Project Management Plan
- B. Peer Case Study Memo
- C. Feasibility Assessment Memo
- D. Intersected Potential Benefits Memo
- E. Public Involvement During Implementation Memo
- F. Implementation Framework Memo
- G1. Final Draft Study
- G2. Final Study

\* Monthly reporting (progress, invoice, billings)

\*\* Key Public/Stakeholder Interaction

\*\*\* Final Presentations to Committees and LTMI Board



**ATTACHMENT "C"**  
**FEDERAL REQUIREMENTS**



# LAREDO & WEBB COUNTY

## AREA METROPOLITAN PLANNING ORGANIZATION

### Federal Requirements

All recipients of federally funded grants or use federal assistance to support procurements must comply with the applicable provisions of the Federal procurement standards 2 CFR pt. 200. As result, firms awarded federally funded contracts by Laredo Webb County Area MPO must comply with the following contract provisions set forth herein, unless a particular award term or condition specifically indicates otherwise. These terms and conditions are hereby incorporated into any resulting contract.

#### ***Definition***

Firm means any company, corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, governmental body or similar legal entity.

#### ***Age Discrimination Act of 1975***

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of the *Age Discrimination Act of 1975* (Title 42 U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

#### ***Americans with Disabilities Act of 1990***

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. (42 U.S.C. §§ 12101– 12213).

#### ***Byrd Anti-Lobbying Amendment***

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Suppliers, contractors, subcontractors, consultants, and subconsultants who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of an



# LAREDO & WEBB COUNTY

## AREA METROPOLITAN PLANNING ORGANIZATION

### Federal Requirements

agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient.

#### ***Civil Rights Act of 1964 – Title VI***

All suppliers, contractors, subcontractors, consultants, and subconsultants must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

#### ***Civil Rights Act of 1968***

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with Title VIII of *Civil the Rights Act of 1968*, which prohibits discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201)

#### ***Clean Air Act and Federal Water Pollution Control Act (Clean Water Act)***

All suppliers, contractors, subcontractors,



# **LAREDO & WEBB COUNTY**

## **AREA METROPOLITAN PLANNING ORGANIZATION**

### **Federal Requirements**

consultants, and subconsultants must comply with the Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—when contract amounts exceed \$150,000 and agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387).

#### ***Contract Work Hours and Safety Standards Act***

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708) and where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

#### ***Copeland “Anti-Kickback” Act***

All suppliers, contractors, subcontractors, consultants, and subconsultants must comply with the with the Copeland “Antikickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29CFR Part 3, “Contractors and Sub-contractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the constructor, completion, or repair of public work, to give up any part of compensation to which he or she is otherwise entitled.



# **LAREDO & WEBB COUNTY**

## **AREA METROPOLITAN PLANNING ORGANIZATION**

### **Federal Requirements**

#### ***Davis-Bacon Act***

All suppliers, contractors, subcontractors, consultants, and subconsultants must comply with Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 must comply with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, ‘Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction’’).

#### ***Debarment and Suspension***

All suppliers, contractors, subcontractors, consultants, and subconsultants are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

#### ***Drug-Free Workplace Regulations***

All suppliers, contractors, subcontractors, consultants, and subconsultants must comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), which requires agreement to maintain a drug-free workplace.

#### ***Education Amendments of 1972 (Equal Opportunity in Education Act)-Title IX***

All suppliers, contractors, subcontractors, consultants, and subconsultants must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance.



# **LAREDO & WEBB COUNTY**

## **AREA METROPOLITAN PLANNING ORGANIZATION**

### **Federal Requirements**

#### ***Energy Policy and Conservation Act***

All Suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

#### ***Fly America Act of 1974***

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

#### ***Hotel and Motel Fire Safety Act of 1990***

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a, all suppliers, contractors, subcontractors, consultants, and sub-consultants must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225.

#### ***Limited English Proficiency (Civil Rights Act of 1964, Title VI)***

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires taking reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services.





# **LAREDO & WEBB COUNTY**

## **AREA METROPOLITAN PLANNING ORGANIZATION**

### **Federal Requirements**

#### ***Patents and Intellectual Property Rights***

Unless otherwise provided by law, suppliers, contractors, subcontractors, consultants, and sub-consultants are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All suppliers, contractors, and subcontractors, consultants, sub-consultants are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

#### ***Procurement of Recovered Materials***

All suppliers, contractors, and subcontractors, consultants, sub-consultants must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

#### ***Terrorist Financing***

All suppliers, contractors, subcontractors, consultants, and subconsultants must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism.

#### ***Trafficking Victims Protection Act of 2000***

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act of 2000*, (TVPA) as amended (22U.S.C. § 7104). The award term is located at 2 CFR § 175.15, the full text of which is



# **LAREDO & WEBB COUNTY**

## **AREA METROPOLITAN PLANNING ORGANIZATION**

### **Federal Requirements**

incorporated here by reference in the standard terms and conditions for federally-funded procurements.

#### ***Rehabilitation Act of 1973***

All suppliers, contractors, subcontractors, consultants, and subconsultants must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

#### ***Universal Identifier and System of Award Management (SAM)***

All suppliers, contractors, subcontractors, consultants, and sub-consultants are required to comply with the requirements set forth in the government wide Award Term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference in the standard terms and conditions for federally funded procurements.

#### ***USA Patriot Act of 2001***

All suppliers, contractors, subcontractors, consultants, and subconsultants must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

#### ***Whistleblower Protection Act***

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.



# **LAREDO & WEBB COUNTY**

## **AREA METROPOLITAN PLANNING ORGANIZATION**

### **Federal Requirements**

#### ***Termination Provisions***

Laredo Webb County Area MPO may terminate any resulting contract should the Contractor fail to abide by its requirements.

#### ***Legal Remedies Provisions***

In instances where the Contractor violates or breaches contract terms the MPO shall use such sanctions and penalties as may be appropriate.

#### ***Conflict of Interest Provisions***

Interest of Members, Officers, or Employees of the Recipient Members of Local Governing Body or Other Public Officials. No member officer or employee of the recipient or its agent no member of the governing body of the locality in which the program is situated and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one-year thereafter shall have any financial interest direct or indirect in any contract or subcontract or the proceeds under this agreement. Immediate family members of said member's officers, employees and officials similarly barred from having any financial interest in the program. The recipient shall incorporate or cause to be incorporated in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purpose of this section.

#### ***Access to Records and Record Retainage***

In general all official project records and documents must be maintained during the operation of this project and for a period of five years following close out. The Laredo Webb County Area MPO, the comptroller General of the United States, or any of their duly authorized representatives shall have access to any books documents papers and records of the Administering Agency which are pertinent to the



# **LAREDO & WEBB COUNTY**

## **AREA METROPOLITAN PLANNING ORGANIZATION**

### **Federal Requirements**

execution of the Agreement for the purpose of making audits, examinations, excerpts and transcriptions.