

# GENERAL PLANNING CONSULTANT REQUIREMENTS

## NOTICE TO PROFESSIONAL CONSULTANTS REQUEST FOR PROPOSALS (RFP)

The Corpus Christi Metropolitan Planning Organization (Corpus Christi MPO) requests qualified consultants submit proposals for consideration in a competitive selection of professional transportation planning services on the following project:

### **Corpus Christi MPO On-Call Performance-Based Planning and Programming Process Enhancement**

#### **PROJECT DESCRIPTION:**

The Corpus Christi MPO requires the services of one or more Consultants to provide support to the MPO transportation planning activities described in the current FY 2021-FY 2022 Unified Planning Work Program (UPWP). The proposed length of contract is for three (3) years, estimated to begin on March 8, 2021. The Consultants will assist the Corpus Christi MPO staff on a work assignment basis in a variety of technical, graphical, public involvement and document review activities. The Consultant(s) shall assist the Corpus Christi MPO staff by providing additional resources to accomplish assignments authorized by the Corpus Christi MPO. The Scope of Services outlines tasks that may be assigned to Consultant(s) under one or more general planning Consultant contracts.

#### **TO RESPOND:**

Firms qualified to conduct business in the State of Texas are asked to submit 1 (one) unbound original, 5 (five) printed copies, and 1 (one) digital copy of proposals to the Corpus Christi MPO office by 4:00 p.m. CST, Monday, December 21, 2020. The complete General Planning Consultant (GPC) RFP is available on the Corpus Christi MPO website, [www.corpuschristi-mpo.org](http://www.corpuschristi-mpo.org) or from the Corpus Christi MPO Office as identified below. The Corpus Christi MPO reserves the right to reject any and all proposals that are determined to be non-responsive to this RFP.

Requests for clarification or inquiries about information contained in the RFP package must be submitted by email to Mr. Craig Casper, [ccasper@cctxmpo.us](mailto:ccasper@cctxmpo.us), no later than 12:00 p.m. CST, on Friday, November 20, 2020. The questions submitted, and the responses, will be posted no later than 4:30 p.m. CST, Tuesday, November 30th, 2020 on the Corpus Christi MPO website: [www.corpuschristi-mpo.org](http://www.corpuschristi-mpo.org). All proposals must be mailed or delivered in a single, sealed package to the Corpus Christi MPO office by 4:00 p.m. on Monday, December 21, 2020 to:

Corpus Christi MPO  
ATTN: Mr. Robert MacDonald, MPA, P.E.  
Corpus Christi Metropolitan Planning Organization  
602 N. Staples Street, Suite 300  
Corpus Christi, Texas 78401

# GENERAL PLANNING CONSULTANT REQUIREMENTS

## CORPUS CHRISTI METROPOLITAN PLANNING ORGANIZATION REQUEST FOR PROPOSALS (RFP) GENERAL PLANNING CONSULTANT (GPC) SERVICES

**PROPOSED TITLE:** Corpus Christi MPO On-Call Performance-Based  
Planning and Programming Process Enhancement

**QUESTIONS CONTACT:** Mr. Craig Casper, AICP  
E-mail: [ccasper@cctxmpo.us](mailto:ccasper@cctxmpo.us)  
Mailing Address: 602 N. Staples Street, Suite 300, Corpus Christi, Texas 78401

**Proposals Due: 4:00 p.m. CST on Monday, December 21, 2020**

**Purpose:** The purpose of this Request for Proposals (RFP) is soliciting proposals from professional consulting firms interested in providing continuing general transportation planning consulting services for the Corpus Christi Metropolitan Planning Organization (Corpus Christi MPO). The respondent(s) selected will have a broad range of experience in transportation planning, a clear understanding of the Corpus Christi MPO performance-based planning and programming processes, an array of options for community engagement and public involvement, and a variety of technical planning and analysis skills.

**Term of Contract:** The term of the contract is proposed to be three (3) years.

**Submittal Evaluation:** Submittals will be evaluated by a subcommittee of the Technical Advisory Committee and the staff of the Corpus Christi MPO. They will use the following criteria:

- Masterful knowledge of census, ACS, CTPP, along with state and private transportation data sources
- Prowess in acquiring, cleaning, and harmonizing local data with other data sources
- Ingenuity in technical forecasting and blending use of the analysis tools named below
- Aptitude with depicting data and interpreting analyses for the public and officials
- Unrivaled success with both electronic and in-person outreach and communication
- Superlative background in the Metropolitan Planning Organization planning cycle
- Outstanding understanding of performance-based planning

**Scope of Work:** The scope of services provided under this contract may cover the full range of transportation planning and programming activities required by Federal, State, Regional and local processes for multimodal transportation planning and project development. These activities include, but are not limited to: MPO area analysis, strategic planning, land use forecasting, crash analyses and intervention effectiveness identification, systems planning, corridor planning, resiliency/vulnerability planning, transportation project life-cycle planning, economic and feasibility analysis, scenario planning, environmental impact and mitigation analysis, public participation, surveys, marketing, financial and risk forecasting, traffic and travel modeling, operations planning, mapping, and project and program evaluation.

Familiarity with the following is required: HERS-ST, Tredis, MOVES, HAZUS, OpenNSPECT, TNM/SoundPLAN, CommunityViz, Vision-Zero Suite, Activity-based travel modeling in Transcad or equivalent software, Vistro or equivalent traffic impact analysis software, Metroquest or equivalent survey and outreach system, UrbanSim or equivalent socio-economic distribution software.

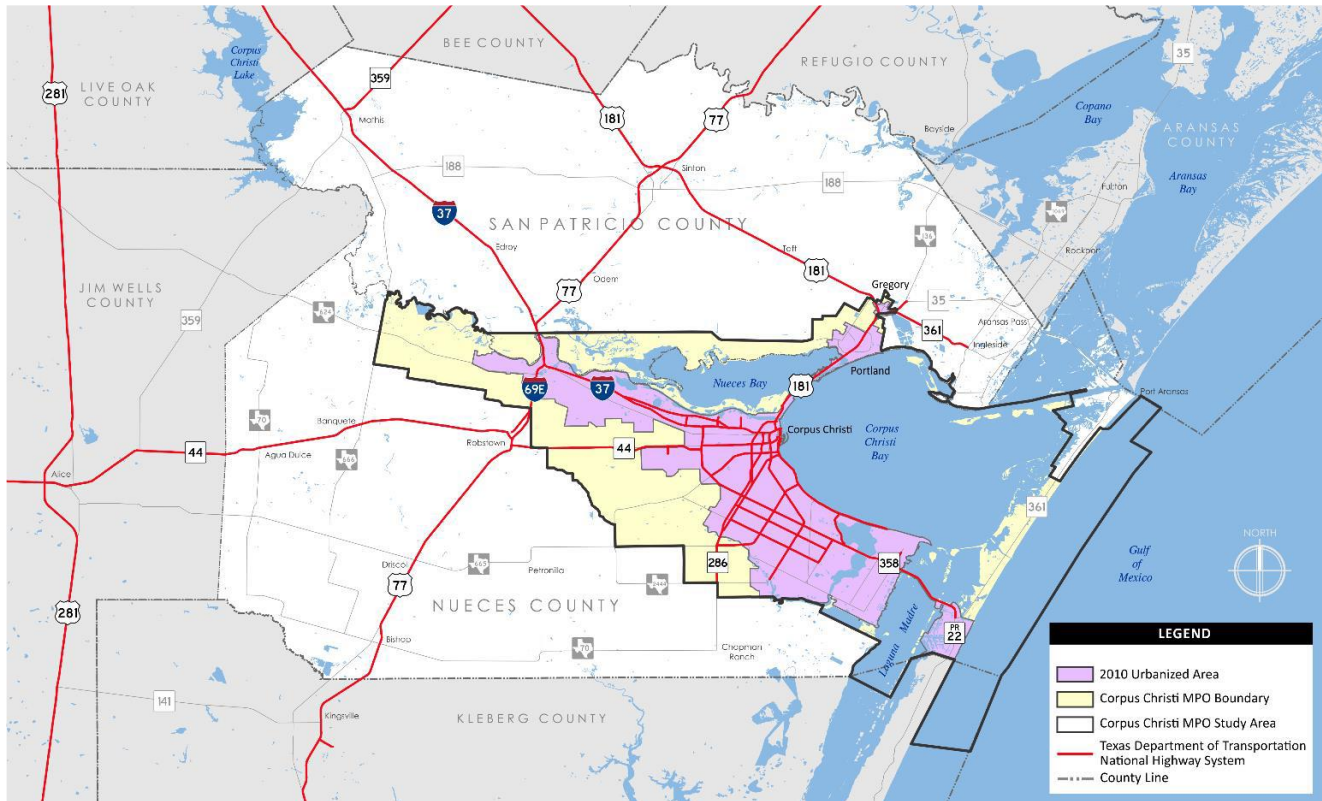
Some specific examples of work potentially needed are outlined in the FY 2021 – FY 2022 Unified Planning Work Program (UPWP) or as authorized by the Corpus Christi MPO Transportation Policy Committee. Many of these tasks are required by Federal law including Moving Ahead for Progress in the 21st Century (MAP-21) and the Fixing Americas Surface Transportation (FAST) Act. Anticipated work through the contract(s) over the next

# GENERAL PLANNING CONSULTANT REQUIREMENTS

Three years is detailed in the FY 2021 – FY 2022 Unified Planning Work Program, found here:

[https://www.corpuschristi-mpo.org/01\\_upwp.html](https://www.corpuschristi-mpo.org/01_upwp.html)

**Context:** About the Corpus Christi MPO: In 1973, the State Governor designated the City of Corpus Christi as the MPO to perform transportation planning for the metropolitan area. The MPO designation changed in June 2000, and the Transportation Policy Committee has been the designated MPO since that time. The Corpus Christi Transportation Plan's original signatories (City of Corpus Christi, City of Portland, Nueces County, San Patricio County, and the Texas Department of Transportation – Corpus Christi District) became the MPO's initial member agencies. To foster a multi-modal transportation planning process, the Corpus Christi MPO also includes the Corpus Christi Regional Transportation Authority and Port of Corpus Christi Authority.



*Map of the Corpus Christi MPO Planning Area.*

The FAST Act, along with its predecessor, Moving Ahead for Progress in the 21st Century Act (MAP-21), established new requirements for performance management to ensure the most efficient investment of Federal Transportation Funds. These laws require MPOs, transit agencies and State Departments of Transportation to invest their federal resources in projects that best achieve individual targets and collectively make progress toward achieving the national goals. As a starting point, state DOT's and MPOs must establish a benchmark, estimate the benefit from projects and policies, and then measure the actual outcome. Monitoring these performance measures assists MPOs and DOTs in setting goals, adjusting priorities, allocating resources, and developing policy.

**Firm Qualifications and Capabilities:** Consultant teams must demonstrate substantial prior experience in providing similar services to Metropolitan Planning Organizations. Personnel involved must possess the necessary professional skills and qualifications to perform the required services. All work to be performed must follow federal and state laws, procedures, and guidelines. The selected firm(s) shall be responsible for knowledge of and compliance with all federal and state regulations. Consideration will be given to only those firms qualified to conduct business in the State of Texas.

## GENERAL PLANNING CONSULTANT REQUIREMENTS

**Authorization/Contracting:** The work of the Corpus Christi MPO is directed by the U.S. Department of Transportation, Federal Highway Administration, and Texas Statute Sections 201 and 472, Metropolitan Planning Organization. The Corpus Christi MPO’s procurement process follows Statewide Procurement Rules 34.TAC.20 and Texas Government Code, Chapters 2254, 252, 262, and 2155, as appropriate. Please refer to Attachment 1 for the Federal Clauses.

**Task Order Assignment:** All services are performed at the direction and to the satisfaction of the Corpus Christi MPO. The consultant(s) will name a Designated Project Manager for coordination of contract services. For each proposed task, the Corpus Christi MPO will provide a project outline, desired deliverables, and any preset deadlines. Using this information, the contracted Consultant(s) will have the opportunity to provide a proposed approach, schedule, and cost. No work may be performed prior to both parties reaching an agreement and the consultant receiving a formal ‘Notice to Proceed’ from the Corpus Christi MPO. The Corpus Christi MPO reserves the right to assign tasks to the Consultant(s) based on expertise, workload, and approach to requested services.

The Consultant(s) will be assigned work by Task Order. The Consultant(s) will submit invoices based on the schedule of work and deliverables as approved in the Task Order. Invoices must detail the costs incurred for services performed and a detailed progress report for each specific Task Order.

**Request for Proposals Schedule:** These dates are for planning purposes and represent the desired timeline for implementation. Any revision to the Proposal Closing Date and Time are made by addendum and posted at [www.corpuschristis-mpo.org](http://www.corpuschristis-mpo.org). All other dates may be adjusted without notice, as needs and circumstances dictate.

Issue RFP & Advertise	<b>November 6, 2020</b>
Last day to submit questions/requests for clarification	<b>November 20, 2020 by 12:00 p.m. CST</b>
Questions/addendums posted no later than	<b>November 30, 2020</b>
Proposal Closing Date and Time	<b>December 21, 2020 by 4:00 p.m. CST</b> Proposals must be received by the Corpus Christi Metropolitan Planning Organization at 602 N. Staples Street, Suite 300, Corpus Christi, Texas 78401
Selection Committee review and short listing	<b>January 8, 2021, at 8:30 a.m. CST</b>
Email notice to short listed firms	<b>January 11, 2021</b>
Oral presentations to Selection Committee, Selection of Firm(s)	<b>January 28, 2021, at 9:00 a.m. – 5:00 p.m. CST</b>
Posting of Selected Firm(s) on Corpus Christi MPO website	<b>February 4, 2021</b>
Period to Submit Dispute	<b>February 4 – 11, 2021</b>
Professional Services Contract negotiations	<b>February 11 – 19, 2021</b>
Corpus Christi MPO Transportation Policy Committee contract approvals	<b>March 4, 2021, at 2:00 p.m. CST</b>
Contract begins	<b>March 8, 2021</b>

# GENERAL PLANNING CONSULTANT REQUIREMENTS

**Required Contents/Structure of Proposal:** All proposals are required to follow the outline below. Page limits are noted by section. Proposals must be on 8.5" x 11" paper, printed front and back (2 pages). Any sheet larger than 8.5" x 11" will count as four pages. All margins are 0.8" using size 12 pt. Calibri type font. Each page should include a footer with the page number and the name of the firm. Maximum page count is 34.

**Proposal Submittal must contain the following information:**

**Title: CORPUS CHRISTI MPO GENERAL PLANNING CONSULTANT (GPC) RFP**

1. Transmittal Letter signed by an officer of the company with authority to enter into a contract should your firm receive a proposal award. (1 page)
2. Table of Contents (1 page)
3. Staff chart (maximum 4 pages) and brief biographies of key personnel. (maximum 1/2 page per person) on the project team (both consultants and sub-contractors), with each person's total years of planning experience, years in current position, and primary office location.
4. Proposal Narrative demonstrating a general understanding of the requested services, qualifications, experience, approach, innovations, and why your team is best qualified to work with the Corpus Christi MPO planning team, consultants, and partners. (maximum 15 pages)
5. Hyperlinks to at least five (5) and up to ten (10), samples of work corresponding to the Major Types of Work and/or the Scope of Services lists indicating team members' roles. (maximum 2 pages)
6. Professional References from three (3) separate contracts including name, title, relationship, type of work performed, phone number, and email address. (maximum 1 page)
7. Resumes of likely KEY staff members to be assigned to the Corpus Christi MPO contract noting professional organizations, leadership roles, awards, and/or presentations at state and/or national conferences. (maximum 1 page each, 10 total pages)
8. Certifications, both State and Federal, signed by an authorized officer of the company (required forms will be posted on Corpus Christi MPO website at [www.corpuschristi-mpo.org](http://www.corpuschristi-mpo.org) as an addendum)

# **GENERAL PLANNING CONSULTANT REQUIREMENTS**

## **FEDERAL CONTRACTING REQUIREMENTS**

# GENERAL PLANNING CONSULTANT REQUIREMENTS

ATTACHMENT 1

PLEASE NOTE that throughout the documents General Planning Consultant is the Contractor and the Corpus Christi MPO is the Recipient.

## NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FHWA/FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

## PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

49 U.S.C. § 5323(l) (1)  
31 U.S.C. §§ 3801-3812  
18 U.S.C. § 1001  
49 C.F.R. part 31

### **Program Fraud and False or Fraudulent Statements or Related Acts**

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project.

Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the federally assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

# GENERAL PLANNING CONSULTANT REQUIREMENTS

## ACCESS TO RECORDS AND REPORTS

49 U.S.C. § 5325(g)

2 C.F.R. § 200.333

49 C.F.R. part 633

### **Access to Records and Reports**

- a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
- b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- c. Access to Records. The Contractor agrees to provide sufficient access to USDOT and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
- d. Access to the Sites of Performance. The Contractor agrees to permit USDOT and its contractors 'access to the sites of performance under this contract as reasonably may be required.

## FEDERAL CHANGES

49 CFR Part 18

Federal Changes - Contractor shall at all times comply with all applicable federal and state regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and USDOT, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

## CIVIL RIGHTS LAWS AND REGULATIONS

### **Civil Rights and Equal Opportunity**

The CORPUS CHRISTI MPO is an Equal Opportunity Employer. As such, the CORPUS CHRISTI MPO agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the CORPUS CHRISTI MPO agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by USDOT to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

- e. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees



## GENERAL PLANNING CONSULTANT REQUIREMENTS

to comply with applicable Federal implementing regulations and other implementing requirements USDOT may issue.

- f. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq.*, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- g. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- h. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue in the future.

# GENERAL PLANNING CONSULTANT REQUIREMENTS

ATTACHMENT 1

## DISADVANTAGED BUSINESS ENTERPRISE (DBE)

### 49 C.F.R. part 26

For all DOT-assisted contracts, each USDOT funding recipient must include assurances that third party contractors will comply with the DBE program requirements of 49 C.F.R. part 26, when applicable. The following contract clause is required in all DOT-assisted prime and subcontracts:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Further, recipients must establish a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the recipient makes to the prime contractor. 49 C.F.R. § 26.29(a). Finally, for contracts with defined DBE contract goals, each FTA recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the recipient's written consent; and that, unless the recipient's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

As an additional resource, recipients can draw on the following language for inclusion in their federally funded procurements.

### **Overview**

It is the policy of the CORPUS CHRISTI MPO and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts. It is also the policy of the CORPUS CHRISTI MPO to:

1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;
3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE's;
5. Help remove barriers to the participation of DBEs in DOT assisted contracts;
6. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and
7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

## GENERAL PLANNING CONSULTANT REQUIREMENTS

This Contract is subject to 49 C.F.R. part 26. Therefore, the Contractor must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Contract. The CORPUS CHRISTI MPO shall make all determinations with regard to whether or not a Bidder/Offeror is in compliance with the requirements stated herein. In assessing compliance, the CORPUS CHRISTI MPO may consider during its review of the Bidder/Offeror's submission package, the Bidder/Offeror's documented history of non-compliance with DBE requirements on previous contracts with the CORPUS CHRISTI MPO.

### Contract Assurance

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the CORPUS CHRISTI MPO deems appropriate.

### DBE Participation

For the purpose of this Contract, the CORPUS CHRISTI MPO will accept only DBE's who are:

1. Certified, at the time of bid opening or proposal evaluation, by the TXDOT DBE & Small Business Development Program at 850-414-4745; or
2. An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or an agency whose DBE certification process has received USDOT approval; or
3. Certified by another agency approved by the TXDOT.

### DBE Participation Goal

The DBE participation goal for this Contract is set at 5.6%. This goal represents those elements of work under this Contract performed by qualified Disadvantaged Business Enterprises for amounts totaling not less than 5.6% of the total Contract price. Failure to meet the stated goal at the time of proposal submission may render the Bidder/Offeror non-responsive.

### Proposed Submission

Each Bidder/Offeror, as part of its submission, shall supply the following information:

1. A completed DBE Utilization Form (see below) that indicates the percentage and dollar value of the total bid/contract amount to be supplied by Disadvantaged Business Enterprises under this Contract.
2. A list of those qualified DBE's with whom the Bidder/Offeror intends to contract for the performance of portions of the work under the Contract, the agreed price to be paid to each DBE for work, the Contract items or parts to be performed by each DBE, a proposed timetable for the performance or delivery of the Contract item, and other information as required by the DBE Participation Schedule (see below). No work shall be included in the Schedule that the Bidder/Offeror has reason to believe the listed DBE will subcontract, at any tier, to other than another DBE. If awarded the Contract, the Bidder/Offeror may not deviate from the DBE Participation Schedule submitted in response to the bid. Any subsequent changes and/or substitutions of DBE firms will require review and written approval by the CORPUS CHRISTI MPO.

## GENERAL PLANNING CONSULTANT REQUIREMENTS

3. An original DBE Letter of Intent (see below) from each DBE listed in the DBE Participation Schedule.
4. An original DBE Affidavit (see below) from each DBE stating that there has not been any change in its status since the date of its last certification.

### Good Faith Efforts

If the Bidder/Offeror is unable to meet the goal set forth above (DBE Participation Goal), the CORPUS CHRISTI MPO will consider the Bidder/Offeror's documented good faith efforts to meet the goal in determining responsiveness. The types of actions that the CORPUS CHRISTI MPO will consider as part of the Bidder/Offeror's good faith efforts include, but are not limited to, the following:

1. Documented communication with the CORPUS CHRISTI MPO's DBE Coordinator (questions of IFB or RFP requirements, subcontracting opportunities, appropriate certification, will be addressed in a timely fashion);
2. Pre-bid meeting attendance. At the pre-bid meeting, the CORPUS CHRISTI MPO generally informs potential Bidder/Offeror's of DBE subcontracting opportunities;
3. The Bidder/Offeror's own solicitations to obtain DBE involvement in general circulation media, trade association publication, minority-focus media and other reasonable and available means within sufficient time to allow DBEs to respond to the solicitation;
4. Written notification to DBE's encouraging participation in the proposed Contract; and
5. Efforts made to identify specific portions of the work that might be performed by DBE's.

The Bidder/Offeror shall provide the following details, at a minimum, of the specific efforts it made to negotiate in good faith with DBE's for elements of the Contract:

1. The names, addresses, and telephone numbers of DBE's that were contacted;
2. A description of the information provided to targeted DBE's regarding the specifications and bid proposals for portions of the work;
3. Efforts made to assist DBE's contacted in obtaining bonding or insurance required by the Bidder or the Authority.

Further, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted when a non-DBE subcontractor was selected over a DBE for work on the contract. 49 C.F.R. § 26.53(b) (2) (VI). In determining whether a Bidder has made good faith efforts, the Authority may take into account the performance of other Bidders in meeting the Contract goals. For example, if the apparent successful Bidder failed to meet the goal but meets or exceeds the average DBE participation obtained by other Bidders, the Authority may view this as evidence of the Bidder having made good faith efforts.

### Administrative Reconsideration

Within five (5) business days of being informed by the CORPUS CHRISTI MPO that it is not responsive or responsible because it has not documented sufficient good faith efforts, the Bidder/Offeror may request administrative reconsideration. The Bidder should make this request in writing to the CORPUS CHRISTI MPO's Administrative Coordinator. The Administrative Coordinator will forward the Bidder/Offeror's request to a reconsideration official who will not have played any role in the original determination that the Bidder/Offeror did not document sufficient good faith efforts.

## GENERAL PLANNING CONSULTANT REQUIREMENTS

As part of this reconsideration, the Bidder/Offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The Bidder/Offeror will have the opportunity to meet in person with the assigned reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The CORPUS CHRISTI MPO will send the Bidder/Offeror a written decision on its reconsideration, explaining the basis for finding that the Bidder/Offeror did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

### Termination of DBE Subcontractor

The Contractor shall not terminate the DBE subcontractor(s) listed in the DBE Participation Schedule (see below) without the Corpus Christi MPO's prior written consent. The CORPUS CHRISTI MPO may provide such written consent only if the Contractor has good cause to terminate the DBE firm. Before transmitting a request to terminate, the Contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request. The Contractor shall give the DBE five days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the Contract for any reason, the Contractor shall make good faith efforts to find another DBE subcontractor to substitute for the original DBE and immediately notify the CORPUS CHRISTI MPO in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established for this procurement. Failure to comply with these requirements will be in accordance with Section 8 below (Sanctions for Violations).

### Continued Compliance

The CORPUS CHRISTI MPO shall monitor the Contractor's DBE compliance during the life of the Contract. In the event this procurement exceeds ninety (90) days, it will be the responsibility of the Contractor to submit quarterly written reports to the CORPUS CHRISTI MPO that summarize the total DBE value for this Contract. These reports shall provide the following details:

- DBE utilization established for the Contract;
- Total value of expenditures with DBE firms for the quarter;
- The value of expenditures with each DBE firm for the quarter by race and gender;
- Total value of expenditures with DBE firms from inception of the Contract; and
- The value of expenditures with each DBE firm from the inception of the Contract by race and gender.

Reports and other correspondence must be submitted to the DBE Coordinator with copies provided to the TXDOT and Corpus Christi MPO. Reports shall continue to be submitted quarterly until final payment is issued or until DBE participation is completed.

The successful Bidder/Offeror shall permit:

- The CORPUS CHRISTI MPO to have access to necessary records to examine information as the CORPUS CHRISTI MPO deems appropriate for the purpose of investigating and determining compliance with this provision, including,

but not limited to, records of expenditures, invoices, and contract between the successful Bidder/Offeror and other DBE parties entered into during the life of the Contract.

## GENERAL PLANNING CONSULTANT REQUIREMENTS

- The authorized representative(s) of the CORPUS CHRISTI MPO, the U.S. Department of Transportation, the Comptroller General of the United States, to inspect and audit all data and record of the Contractor relating to its performance under the Disadvantaged Business Enterprise Participation provision of this Contract.
- CORPUS CHRISTI MPO shall keep and maintain public records that ordinarily and necessarily would be required by the CORPUS CHRISTI MPO in order to perform the service.

### Sanctions for Violations

If at any time the CORPUS CHRISTI MPO has reason to believe that the Contractor is in violation of its obligations under this Agreement or has otherwise failed to comply with terms of this Section, the CORPUS CHRISTI MPO may, in addition to pursuing any other available legal remedy, commence proceedings, which may include but are not limited to, the following:

- Suspension of any payment or part due the Contractor until such time as the issues concerning the Contractor's compliance are resolved; and
- Termination or cancellation of the Contract, in whole or in part, unless the successful Contractor is able to demonstrate within a reasonable time that it is in compliance with the DBE terms stated herein.

### DBE UTILIZATION FORM

The undersigned Bidder/Offeror has satisfied the requirements of the solicitation in the following manner (please check the appropriate space):

\_\_\_\_\_ The Bidder/Offer is committed to a minimum of \_\_\_\_\_% DBE utilization on this contract.

\_\_\_\_\_ The Bidder/Offeror (if unable to meet the DBE goal) is committed to a minimum of .01% DBE utilization on this contract and submits documentation demonstrating good faith efforts.

### DBE PARTICIPATION SCHEDULE

The Bidder/Offeror shall complete the following information for all DBE's participating in the contract that comprises the DBE Utilization percent stated in the DBE Utilization Form. The Bidder/Offeror shall also furnish the name and telephone number of the appropriate contact person should the Authority have any questions in relation to the information furnished herein.

DBE IDENTIFICATION AND INFORMATION FORM	Contact Name and Telephone Number	Participation Percent (Of Total Contract Value)	Description Of Work To Be Performed	Race and Gender of Firm
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# GENERAL PLANNING CONSULTANT REQUIREMENTS

ATTACHMENT 1

## INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

FTA Circular 4220.1E or subsequent revisions

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E or subsequent revisions, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any CORPUS CHRISTI MPO requests which would cause CORPUS CHRISTI MPO to be in violation of the FTA terms and conditions.

### ENERGY CONSERVATION

42 U.S.C. 6321 *et seq.*

49 C.F.R. part 622, subpart C

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

### TERMINATION

2 C.F.R. § 200.339

2 C.F.R. part 200, Appendix II (B)

#### **Termination for Convenience (General Provision)**

The CORPUS CHRISTI MPO may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the CORPUS CHRISTI MPO's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to CORPUS CHRISTI MPO to be paid the Contractor. If the Contractor has any property in its possession belonging to CORPUS CHRISTI MPO, the Contractor will account for the same, and dispose of it in the manner CORPUS CHRISTI MPO directs.

#### **Termination for Default [Breach or Cause] (General Provision)**

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the CORPUS CHRISTI MPO may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the CORPUS CHRISTI MPO that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the CORPUS CHRISTI MPO, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

## GENERAL PLANNING CONSULTANT REQUIREMENTS

### **Opportunity to Cure (General Provision)**

The CORPUS CHRISTI MPO, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to CORPUS CHRISTI MPO's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from CORPUS CHRISTI MPO setting forth the nature of said breach or default, CORPUS CHRISTI MPO shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude CORPUS CHRISTI MPO from also pursuing all available remedies against Contractor and its sureties for said breach or default.

### **Waiver of Remedies for any Breach**

In the event that CORPUS CHRISTI MPO elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by CORPUS CHRISTI MPO shall not limit CORPUS CHRISTI MPO's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

### **Termination for Convenience (Professional or DOT Contracts)**

The CORPUS CHRISTI MPO, by written notice, may terminate this contract, in whole or in part, when it is in the CORPUS CHRISTI MPO's interest. If this contract is terminated, the CORPUS CHRISTI MPO shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

### **Termination for Default (Supplies and Service)**

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the CORPUS CHRISTI MPO may terminate this contract for default. The CORPUS CHRISTI MPO shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the CORPUS CHRISTI MPO.



# GENERAL PLANNING CONSULTANT REQUIREMENTS

ATTACHMENT 1

## GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

2 C.F.R. part 180  
2 C.F.R. part 1200  
2 C.F.R. § 200.213  
2 C.F.R. part 200 Appendix II (I)  
Executive Order 12549  
Executive Order 12689

### **Debarment, Suspension, Ineligibility and Voluntary Exclusion**

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or Corpus Christi MPO to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the CORPUS CHRISTI MPO. If it is later determined by the CORPUS CHRISTI MPO that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the CORPUS CHRISTI MPO, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

# GENERAL PLANNING CONSULTANT REQUIREMENTS

ATTACHMENT 1

## LOBBYING RESTRICTIONS

31 U.S.C. § 1352  
2 C.F.R. § 200.450  
2 C.F.R. part 200  
appendix II (J) 49 C.F.R.  
part 20

### **Lobbying Restrictions**

49 C.F.R. part 20, Appendices A and B provide specific language for inclusion in USDOT funded third party contracts as follows:

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an Corpus Christi MPO, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with 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.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Corpus Christi MPO, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

# GENERAL PLANNING CONSULTANT REQUIREMENTS

## VIOLATION AND BREACH OF CONTRACT

2 C.F.R. § 200.326

2 C.F.R. part 200, Appendix II (A)

### Rights and Remedies of the CORPUS CHRISTI MPO

The CORPUS CHRISTI MPO shall have the following rights in the event that the CORPUS CHRISTI MPO deems the Contractor guilty of a breach of any term under the Contract.

1. The right to take over and complete the work or any part thereof as Corpus Christi MPO for and at the expense of the Contractor, either directly or through other contractors;
2. The right to cancel this Contract as to any or all of the work yet to be performed;
3. The right to specific performance, an injunction or any other appropriate equitable remedy; and
4. The right to money damages.

For purposes of this Contract, breach shall include CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than an employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, contingent fee, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CORPUS CHRISTI MPO shall have the right to annul this Agreement without liability, or at its discretion, to deduct from the Agreement price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

CONTRACTOR shall at all times comply with all applicable federal regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the CORPUS CHRISTI MPO and TxDOT, as they may be amended or promulgated from time to time during the term of this contract. CONTRACTOR's failure to so comply shall constitute a material breach of this contract.

### **Rights and Remedies of Contractor**

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the CORPUS CHRISTI MPO, the Contractor expressly agrees that no default, act or omission of the CORPUS CHRISTI MPO shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the CORPUS CHRISTI MPO directs Contractor to do so) or to suspend or abandon performance.

### **Remedies**

Substantial failure of the Contractor to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, the CORPUS CHRISTI MPO will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Agreement by the Contractor before the CORPUS CHRISTI MPO takes action contemplated herein, the CORPUS CHRISTI MPO will provide the Contractor with sixty (60) days written notice that the CORPUS CHRISTI MPO considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

## GENERAL PLANNING CONSULTANT REQUIREMENTS

### **Disputes**

The CORPUS CHRISTI MPO and the Contractor intend to resolve all disputes under this Agreement to the best of their abilities in an informal manner. To accomplish this end, the parties will use an Alternative Dispute Resolution process to resolve disputes in a manner designed to avoid litigation. In general, the parties contemplate that the Alternative Dispute Resolution process will include, at a minimum, an attempt to resolve disputes through communications between their staffs, and, if resolution is not reached at that level, a procedure for review and action on such disputes by appropriate management level officials within the CORPUS CHRISTI MPO and the Contractor's organization.

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.

Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with the CORPUS CHRISTI MPO's direction or decisions made thereof.

### **Performance during Dispute**

Unless otherwise directed by CORPUS CHRISTI MPO, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

### **Claims for Damages**

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

### **Remedies**

Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the CORPUS CHRISTI MPO and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the CORPUS CHRISTI MPO is located.

### **Rights and Remedies**

The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the CORPUS CHRISTI MPO or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

# GENERAL PLANNING CONSULTANT REQUIREMENTS

ATTACHMENT 1

## CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

42 U.S.C. §§ 7401 – 7671q  
33 U.S.C. §§ 1251-1387  
2 C.F.R. part 200, Appendix II (G)

### **Model Clause/Language**

Recipients can draw on the following language for inclusion in their federally funded procurements. The Contractor agrees:

1. It will not use any violating facilities;
2. It will report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities;”
3. It will report violations of use of prohibited facilities to FTA; and
4. It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

## PATENT RIGHTS AND RIGHTS IN DATA

2 C.F.R. part 200, Appendix II (F)  
37 C.F.R. part 401

### **Intellectual Property Rights**

This Project is funded through a Federal award with USDOT for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the CORPUS CHRISTI MPO intellectual property access and licenses deemed necessary for the work performed under this Agreement and in accordance with the requirements of 37 C.F.R. part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by U.S. DOT. The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Agreement and shall, at a minimum, include the following restrictions: Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the MPO to either release or approve the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution. For purposes of this agreement, the term “subject data” means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of “subject data” include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

## GENERAL PLANNING CONSULTANT REQUIREMENTS

5. The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party. a. Any subject data developed under the Contract, whether or not a copyright has been obtained; and b. Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the USDOT.
6. Unless USDOT determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit the MPO to make available to the public, any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.
7. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
8. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
9. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.

The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

# GENERAL PLANNING CONSULTANT REQUIREMENTS

## Debarment and Suspension Certification

As required by the USDOT regulation on Government Debarment and Suspension at 49 CFR 29.510

- (1) The Contractor hereby certifies to the best of its knowledge and belief, that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or Corpus Christi MPO;
  - (b) Have not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses listed in paragraph (b) of this certification; and
  - (d) Have not, within a three-year period preceding this certification, had one or more public transactions (federal, state or local) terminated for cause or default.
- (2) The Contractor also hereby certifies that if, later, it becomes aware of any information contradicting the statements of paragraphs (a) through (d) above, it will promptly provide that information to the Corpus Christi MPO.

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Signature:

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Date:

# GENERAL PLANNING CONSULTANT REQUIREMENTS

## **Disadvantaged Business Enterprise Utilization**

It is the policy of the Corpus Christi Metropolitan Planning Organization (Corpus Christi MPO) that disadvantaged businesses, as defined by 49 Code of Federal Regulations, Part 26, shall have an opportunity to participate in the performance of MPO contracts in a nondiscriminatory environment. The objectives of the Disadvantaged Business Enterprise Program are to ensure non-discrimination in the award and administration of contracts, ensure firms fully meet eligibility standards, help remove barriers to participation, create a level playing field, assist in development of a firm so it can compete successfully outside of the program, provide flexibility, and ensure narrow tailoring of the program.

The Corpus Christi Metropolitan Planning Organization and its consultants shall take all necessary and reasonable steps to ensure that disadvantaged businesses have an opportunity to compete for and perform the contract work of the Corpus Christi Metropolitan Planning Organization in a non-discriminatory environment.

The Corpus Christi Metropolitan Planning Organization shall require its consultants to not discriminate on the basis of race, color, national origin and sex in the award and performance of its contracts. This policy covers in part the applicable federal regulations and the applicable statutory references contained therein for the Disadvantaged Business Enterprise Program Plan, Chapters 337 and 339, Texas Statutes, and Rule Chapter 14-78, Texas Administrative Code.

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Signature:

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Date:



# GENERAL PLANNING CONSULTANT REQUIREMENTS

## Lobbying Certification

In accordance with Section 1352 of Title 31, United States Code, it is the policy of the Corpus Christi Metropolitan Planning Organization that:

- (1) No Federal or state appropriated funds have been paid or will be paid by or on behalf of the Corpus Christi Metropolitan Planning Organization, to any person for influencing or attempting to influence an officer or employee of any Federal or state agency, or a member of Congress or the state legislature in connection with the awarding of any Federal or state contract, the making of any Federal or state grant, the making of any Federal or state loan, extension, continuation, renewal, amendment, or modification of any Federal or state contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid 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 with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The Corpus Christi Metropolitan Planning Organization shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants and contracts and subcontracts under grants, subgrants, loans, and cooperative agreement), which exceeds \$100,000, and that all such subrecipients shall certify and disclose accordingly.
- (4) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

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Signature:

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Date:

# GENERAL PLANNING CONSULTANT REQUIREMENTS

## Title VI Nondiscrimination Assurance

Pursuant to Section 9 of US DOT Order 1050.2A, the Contractor assures the Corpus Christi Metropolitan Planning Organization (Corpus Christi MPO) that no person shall on the basis of race, color, national origin, sex, age, disability, family or religious status, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, the Texas Civil Rights Act of 1992 and other nondiscrimination authorities be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any program or activity.

1. The Contractor further assures the Corpus Christi MPO that it will undertake the following with respect to its programs and activities:
2. Designate a Title VI Liaison that has a responsible position within the organization and access to the Contractor's Chief Executive Officer.
3. Issue a policy statement signed by the Chief Executive Officer, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the Recipient's organization and to the general public. Such information shall be published where appropriate in languages other than English.
4. Insert the Certification clauses of this agreement in every contract subject to the Acts and the Regulations
5. Develop a complaint process and attempt to resolve complaints of discrimination against sub-recipients. Complaints against the Contractor shall immediately be forwarded to the Corpus Christi MPO Title VI Coordinator.
6. Participate in training offered on Title VI and other nondiscrimination requirements.
7. If reviewed by TXDOT or USDOT, take affirmative action to correct any deficiencies found within a reasonable time period, not to exceed ninety (90) calendar days.
8. Have a process to collect racial and ethnic data on persons impacted by your Corpus Christi MPO's programs.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal funds, grants, loans, contracts, properties, discounts or other federal financial assistance under all programs and activities and is binding. The person whose signature appears below is authorized to sign this assurance on behalf of the Recipient.

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Signature:

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Date:

## GENERAL PLANNING CONSULTANT REQUIREMENTS

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 Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") 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 Agreement.
- (2) **Nondiscrimination:** The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status 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 made by the Contractor, either by competitive bidding or negotiation 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 basis of race, color, national origin, sex, age, disability, religion or family status.
- (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 the *Texas Department of Transportation*, the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, and/or the *Federal Motor Carrier Safety 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 the *Texas Department of Transportation*, the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, and/or the *Federal Motor Carrier Safety 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, the *Texas Department of Transportation* shall impose such contract sanctions as it or the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, and/or the *Federal Motor Carrier Safety 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 (7) 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 *Texas Department of Transportation*, the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, and/or the *Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions

## GENERAL PLANNING CONSULTANT REQUIREMENTS

including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the *Texas Department of Transportation* to enter into such litigation to protect the interests of the *Texas Department of Transportation*, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) **Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination 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. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting Corpus Christi MPO guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of gender in programs or activities (20 U.S.C. 1681 et seq).