

**NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS
CLEAN FLEETS NORTH TEXAS 2018 CALL FOR PROJECTS**

Program Implementation

AGREEMENT COVER SHEET

TYPE OF AGREEMENT: Sub-award Agreement for Reimbursable Activities with the City of North Richland Hills (DUNS # 097985824] for the North Texas Regional Reduction Emissions Project

PROJECT NUMBER: TRN5077

CFDA NAME & NUMBER: National Clean Diesel Funding Assistance Program - 66.039

AGREEMENT PERIOD: Agreement Execution through December 13, 2019

MAXIMUM REIMBURSEMENT: \$300,000

FUNDING SOURCE & AWARD AMOUNT: Environmental Protection Agency (EPA) National Clean Diesel Funding Assistance Program - \$7,140,841

PERIOD OF PERFORMANCE FOR NCTCOG'S AWARD: January 1, 2018 to December 30, 2019

PARTIES:

NCTCOG

North Central Texas Council of Governments
616 Six Flags Drive
Centerpoint II
Arlington, Texas 76011

Contacts

Project Manager:
Lori Clark
Program Manager
817-695-9232
lclark@nctcog.org

PERFORMING PARTY

CITY OF NORTH RICHLAND HILLS

4301 City Point Drive
North Richland Hills, TX 76180

Agreement Coordinator

Billy Owens
Emergency Management Coordinator
(817) 427-6000
bowens@nrhtx.com

FUNDING AGENCY

Environmental Protection Agency
1455 Ross Avenue, Suite 1200, 6PD-S
Dallas, Texas 75202-2733

Project Officer

Terrie Wright
214-665-8453

**North Central Texas Council of Governments
CLEAN FLEETS NORTH TEXAS 2018 CALL FOR PROJECTS**

ARTICLE 1. PARTIES

- 1.1 Parties.** This Agreement, hereinafter referred to as the “Agreement”, is made and entered into by and between the North Central Texas Council of Governments, hereinafter referred to as “NCTCOG”, and City of North Richland Hills hereinafter referred to as the “PERFORMING PARTY”. NCTCOG and the PERFORMING PARTY may each be referred to as a “Party”, and may be collectively referred to as “Parties” to this Agreement.

ARTICLE 2. TERMS OF AGREEMENT

- 2.1 Scope of Work.** The PERFORMING PARTY covenants and represents to NCTCOG that the PERFORMING PARTY will implement or perform activities as provided for in the **Scope of Work** (Appendix A) hereinafter referred to as the “**SCOPE**”. **Tasks**, as defined in the SCOPE, refer to a set of actions the PERFORMING PARTY must accomplish for each Scope Activity. **Scope Activities**, as defined in the SCOPE, relate to the individual equipment, vehicles, engines and/or technologies that were identified in the PERFORMING PARTY’S Application and approved for implementation. A unique identifier, the “**Scope Activity Number**”, will be used for requesting reimbursements.
- 2.2 Scope of Work Changes.** Changes to the SCOPE must be agreed to by both parties, in writing.
- 2.3 Scope Activities.** PERFORMING PARTY shall complete Scope Activities in accordance with the Clean Fleets North Texas 2018 Call for Projects Guidelines and as listed in the SCOPE, except as otherwise identified in this Agreement.
- 2.4 Activity Life.** The PERFORMING PARTY will own, and/or lease, and operate the grant funded equipment, vehicles, engines and/or technologies for the duration of NCTCOG approved Activity Life as identified in the SCOPE.
- 2.5 Geographic Location.** The PERFORMING PARTY will own and operate the grant funded equipment, vehicles, engines, and/or technologies for the duration of the NCTCOG approved Activity Life for each funded activity as identified in the SCOPE. PERFORMING PARTY agrees that equipment, vehicles, engines, and/or technologies purchased under this Agreement must be operated primarily within the North Texas counties of Collin, Dallas, Denton, Ellis, Johnson, Kaufman, Parker, Rockwall, Tarrant, or Wise.
- 2.6 Compliance.** All activities funded, operated, and maintained under this Agreement must be in compliance with the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 Code of Federal Regulations (CFR) 200 and other Federal, State, and local law. The PERFORMING PARTY agrees that all Scope Activities funded under the Agreement must be operated and maintained in accordance with federal, state, and local law and, if applicable, the PERFORMING PARTY’S Clean

Fleet Policy, consistent with the Regional Transportation Council's Clean Fleet Policy as adopted in December 2014.

- 2.7 Emission Reductions.** The PERFORMING PARTY agrees that emissions reductions provided by each Scope Activity shall be used by NCTCOG to meet air quality requirements and goals. The PERFORMING PARTY may not utilize emissions reductions to satisfy other air quality commitments.
- 2.8 Security/Lienholder Interest.** For any vehicle acquired by PERFORMING PARTY under this Agreement, PERFORMING PARTY shall, as a condition of reimbursement by NCTCOG, cause NCTCOG to be listed as the first lienholder on applicable vehicle title(s) and deliver the original title(s) to NCTCOG. NCTCOG shall release the lien and return title(s) to the PERFORMING PARTY upon expiration of all federal interest in the vehicle(s), as detailed in Article 4.2.
- 2.9 Time of Performance.** The PERFORMING PARTY shall commence performance of the SCOPE after all parties have executed the agreement. All Scope Activities should be completed no later than the completion deadline referenced in the SCOPE. This Agreement shall terminate upon completion of all Scope Activities, or by an act as identified in Section 2.10. Certain rights and obligations identified in this Agreement shall survive termination of this Agreement.
- 2.10 Termination.** Either party reserves the right to terminate this Agreement in whole or in part. Notice of termination must be provided in writing, shall set forth the reasons for termination, and shall provide for a minimum of ten (10) days to cure the defect. Termination is effective only in the event the party fails to cure the defect within the period stated in the termination notice including any written extensions. If the Agreement is terminated, NCTCOG shall only be liable for eligible expenses completed before the effective date of termination. If Agreement is terminated, certain reporting requirements identified in this Agreement shall survive termination of this Agreement. NCTCOG will render payment upon the completion of reporting requirements. The Parties may terminate this Agreement at any time by mutual written concurrence.

ARTICLE 3. AMENDMENTS

- 3.1 Agreement.** This Agreement embodies all of the agreements of the parties relating to its subject matter, and supersedes all prior understandings and agreements regarding such subject matter.
- 3.2 Severability.** In the event any one or more of the provisions contained in this Agreement shall be for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision(s) hereof, and this Agreement shall be revised so as to cure such invalid, illegal, or unenforceable provision(s) to carry out as near as possible the original intent of the Parties.
- 3.3 Changed Circumstances.** If future federal, state, or local statute, ordinance, regulation, rule, or action render this Agreement, in whole or in part, illegal, invalid, unenforceable, or impractical, the parties agree to delete and/or to modify such portions of the Agreement as are necessary to render it valid, enforceable, and/or practical. Each

section, paragraph, or provision of this Agreement shall be considered severable, and if, for any reason, any section, paragraph, or provision herein is determined to be invalid under current or future law, regulation, or rule, such invalidity shall not impair the operation of or otherwise affect the valid portions of this instrument.

- 3.4 Modifications.** Modifications to this Agreement must be reviewed by all parties and agreed to in writing.

ARTICLE 4. PROCUREMENT AND PROPERTY MANAGEMENT

- 4.1 Procurement Standards.** The PERFORMING PARTY'S standards of procurement and property management are subject to audit and inspection by the Comptroller General of the United States in accordance with 2 CFR 200.317-.326. The PERFORMING PARTY'S standards governing procurement will be in accordance with 40 CFR Part 30 and Part 31, as outlined in Appendix E.
- 4.2 Equipment Use, Management, and Disposition.** PERFORMING PARTY agrees the equipment acquired under this Agreement will be subject to the use and management and disposition regulations at 2 CFR 200.313, as applicable. Equipment is defined as tangible non-expendable personal property having a useful life of more than one year and acquisition cost and/or current market value of \$5,000 or more per unit. Certified or verified equipment, vehicles, engines, and/or technologies are considered to be equipment to the extent they fall within this definition.

The PERFORMING PARTY agrees to utilize equipment funded through this Agreement for the purposes outlined in the SCOPE and consistent with the goals and objectives of the Clean Fleets North Texas 2018 Call for Projects Guidelines during the Activity Life defined in the SCOPE, and until all federal interest in the equipment is fulfilled, which typically occurs when the fair market value of the equipment falls below \$5,000. Thus, NCTCOG encourages the PERFORMING PARTY to continue to utilize equipment acquired through this Agreement for the purposes outlined in the SCOPE and consistent with the goals and objectives of the Clean Fleets North Texas 2018 Call for Projects Guidelines Project beyond the Activity Life. At the end of the Activity Life, or upon transfer of ownership, the PERFORMING PARTY shall submit to NCTCOG a written certification of the disposition of equipment funded through this Agreement. The certification shall describe the continued use and condition of the equipment, fair market value, remaining useful life, and any actual or anticipated improvements that may increase the value of the equipment.

NCTCOG, at its sole discretion, shall determine if the equipment retains any value to NCTCOG or NCTCOG's Funding Agency at the end of the Activity Life, consistent with 2 CFR 200. If, at the end of the Activity Life, the equipment retains no value to NCTCOG or NCTCOG's Funding Agency, the PERFORMING PARTY shall have no further obligation to NCTCOG with respect to the equipment.

If, at the end of the Activity Life, the equipment retains value to NCTCOG or NCTCOG's Funding Agency, and the equipment is no longer used for the purposes outlined in the SCOPE, the PERFORMING PARTY may be required to return a portion of funding received under this Agreement to NCTCOG, consistent with 2 CFR 200.

The PERFORMING PARTY agrees to provide NCTCOG reasonable information concerning the use and condition of the equipment upon request.

- 4.3 Program Income.** If program income is generated during the course of the project, program income requirements apply in accordance with 2 CFR 200. Program income is defined as a gross income received by the subgrantee directly generated by a grant supported activity, or earned only as a result of the grant agreement during the grant period. "During the grant period" is the time between the effective date of the award and the termination date of the award. Program income must be identified upon request for reimbursement. This includes, but is not limited to, scrap value received for sale of a destroyed equipment, vehicle, and/or engine.

ARTICLE 5. FUNDING & BUDGET

- 5.1 Award Amount.** The total project cost is **\$1,200,000**. NCTCOG will reimburse PERFORMING PARTY's eligible costs of implementing Task(s) as outlined in the SCOPE under the conditions in this Agreement not to exceed the maximum Award Amount of **\$300,000**. Grant funding cannot exceed twenty five percent (25%) of the incremental cost of the new vehicle/equipment. The actual amount of reimbursement may be less than the maximum Award Amount and will be determined under the conditions of this Agreement. Eligible costs incurred by the PERFORMING PARTY that are not reimbursed through payment of the funding award shall be recorded as mandatory cost share or local match contribution to the project by the PERFORMING PARTY.
- 5.2 Indirect Costs.** The PERFORMING PARTY'S eligible indirect cost rate under this agreement is 0%.

ARTICLE 6. PAYMENTS

- 6.1 Payment.** Reimbursement shall be made only upon completion of a Task or SCOPE Activity. A cost may not be considered incurred, and eligible for reimbursement, until the product or service has been received, accepted, and paid for by the PERFORMING PARTY. Any reimbursement under this Agreement shall be payable only after eligible costs are approved by NCTCOG. NCTCOG will approve payments as soon as practicable, but not later than forty-five (45) days after a complete Request for Reimbursement has been received, provided that complete and accurate supporting documentation has been submitted to NCTCOG. Costs incurred prior to execution of this Agreement may not be eligible for reimbursement. There shall be no obligation whatsoever to pay for performance of this Agreement from the monies of NCTCOG, other than grant funds received by NCTCOG from NCTCOG funding agency for the purposes of reimbursement under this Agreement.
- 6.2 Reimbursement.** All reimbursement requests prepared by the PERFORMING PARTY shall be submitted by the deadlines outlined in the SCOPE to NCTCOG at TRGrants@nctcog.org. Requests for Reimbursement shall include PERFORMING PARTY invoice on letterhead, signatory or submittal by a certifying official as detailed in Article 6.3, proof of payment, applicable receipts, and other supporting documentation that identifies the incremental cost of capital purchases identified in the SCOPE, and

shall detail the portion of cost to be reimbursed by NCTCOG and the portion of cost credited as local match. PERFORMING PARTY must also submit proof of delivery before payment can be approved. A *Request for Reimbursement Form* shall be accompanied by an *Activity Information Form*. NCTCOG may deem a Request for Reimbursement incomplete if the data and/or documentation are incomplete or improper, or if the PERFORMING PARTY fails to submit necessary reports or provide other information requested by NCTCOG under the terms of this Agreement.

Forms required for reimbursement are available online and can be downloaded from NCTCOG website at www.nctcog.org/aqfunding. A hard copy is available at the request of the PERFORMING PARTY.

- 6.3** As detailed in Article 6.2, The PERFORMING PARTY is required to provide signed invoices. In lieu of documenting certifications on each invoice, the individual noted below has the authority, on behalf of the PERFORMING PARTY, to make such certifications and serve as the signatory on invoices related to this project. By signing the invoice, Certifying Officials are acknowledging review of invoices to ensure expenses included in the invoice are consistent with the agreement, all services and costs documented on the invoice are accurate and eligible, and all subrecipients and contractors have been fully paid.

Any invoices received by NCTCOG without the signature of the individual noted below may result in the invoice being returned unpaid.

Certifying Official Name: Stan Tinney
Certifying Official Title: Fire Chief

- 6.4 Eligible Expenses.** NCTCOG may reject requests for reimbursements which fail to demonstrate that costs are eligible for reimbursement and/or which fail to conform to the requirements of this Agreement. Eligible and allowable expenses are limited to costs determined by NCTCOG in its sole discretion as eligible costs necessary for the purchase of equipment, vehicle, and/or engine as identified in the SCOPE and cost principles established in 2 CFR Part 200. Costs incurred prior to execution of the agreement are not eligible for reimbursement.
- 6.5 Availability of Funds.** Any reimbursement under this Agreement shall be payable only after eligible costs are approved by NCTCOG. This Agreement and all claims, suits, or obligations arising under or related to this Agreement are subject to and limited to the receipt and availability of funds which are received from the funding agency by NCTCOG dedicated for the purpose of this Agreement.
- 6.6 Balance of Funds.** If actual costs are lower than expected and the full Award Amount is not fully utilized, the PERFORMING PARTY may request approval from NCTCOG to use the balance of the Award Amount in a manner consistent with the SCOPE and all requirements of this Agreement, including cost share. If this situation arises, the PERFORMING PARTY will notify NCTCOG Project Manager and request approval as quickly as possible to ensure timely implementation.
- 6.7 Return of Funds.** The PERFORMING PARTY agrees to return funds received from NCTCOG for reimbursement of Scope Activities where the PERFORMING PARTY has failed to comply with the requirements set forth in this Agreement, including but not

limited to 1) failure to achieve projected emissions reductions as determined by NCTCOG, 2) failure to comply with vehicle disposition requirements, 3) failure to comply with reporting requirements as identified in the SCOPE, and 4) failure to maintain operation and possession of the grant-funded equipment, vehicles, engines, and/or technology through the duration of the Activity Life, as identified in the SCOPE, and until all federal interest is fulfilled.

ARTICLE 7. RIGHTS

- 7.1 Authority.** The PERFORMING PARTY shall have no authority to act for or on behalf of NCTCOG except as expressly provided for in this Agreement; no other authority, power, use, or joint enterprise is granted or implied. The PERFORMING PARTY may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of NCTCOG.
- 7.2 Assignment.** Without the prior written consent of NCTCOG, the PERFORMING PARTY may not transfer or assign any rights or duties under or any interest in this Agreement.

ARTICLE 8. MISCELLANEOUS PROVISIONS

- 8.1 Property Insurance.** The PERFORMING PARTY must maintain sufficient property insurance for the repair or replacement of any Scope Activity for the Activity Life as defined in the SCOPE, unless otherwise expressly agreed upon in writing by NCTCOG.
- 8.2 Insurance Claims.** Any insurance proceeds received by or on behalf of the PERFORMING PARTY under an insurance policy due to the damage or destruction of equipment, vehicles, engines and/or technologies funded under this Agreement must be utilized to repair or acquire an equivalent or better low emissions engine/technology or be paid to NCTCOG.
- 8.3 Indemnification.** To the extent authorized by law, the PERFORMING PARTY shall indemnify, save and hold NCTCOG/Regional Transportation Council (RTC), its officials, officers, and employees harmless from any and all actions, obligations, claims, damages, expenses, costs of any kind, debts, negligence, and liabilities arising from, or in any way related to, acts or omissions of the PERFORMING PARTY, its employees, volunteers, subcontractors, or clientele, in the performance of, or failure to perform under, this Agreement.
- 8.4 Force Majeure.** It is expressly understood and agreed by the parties to this Agreement that, if the performance of any provision of this Agreement is delayed by force majeure, defined as reason of war, civil commotion, act of God, governmental restriction, regulation or interference, fire, explosion, hurricane, flood, failure of transportation, court injunction, or any circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated herein, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the period of time applicable to such requirement shall be extended for a period of time equal to the period of time such party was delayed. Each party must inform the other in writing within reasonable time of the existence of such force majeure.

- 8.5 Captions.** The captions, headings, and arrangements used in this Agreement are for convenience only and shall not in any way affect, limit, amplify, or modify its terms and provisions.
- 8.6 Disputes and Remedies.** The PERFORMING PARTY and NCTCOG shall negotiate in good faith toward resolving any disputes that arise under this Agreement. This agreement does not limit any remedy or right under law available to a Party to enforce the terms herein.
- 8.7 Public Comment Process.** As applicable, public meeting and public hearing notices regarding this project shall be provided to NCTCOG within five (5) days of publication. Meeting minutes, summaries of communication, and copies of written responses to public comments and questions shall be transmitted to NCTCOG Staff Contact person as identified on the Agreement cover sheet within thirty (30) days following the meeting.
- 8.8 Notice.** All notices regarding this Agreement shall be in writing and shall be delivered to the addresses shown below, as applicable, with a copy provided to NCTCOG Project Manager, Staff Contact, and Agreement Administrator; and PERFORMING PARTY'S Agreement Coordinator identified on the Agreement cover sheet. Statements made or documentation provided through electronic mail can be deemed as official notices.

NCTCOG

Mailing Address:

Michael Morris, P.E.,
Director of Transportation
Transportation Department
P.O. Box 5888
Arlington, Texas 76005-5888
Telephone No.: (817) 695-9240
Facsimile No.: (817) 640-3028

Physical Address:

Michael Morris, P.E.,
Director of Transportation
Transportation Department
616 Six Flags Drive
Arlington, Texas 76011

PERFORMING PARTY

Mailing Address:

City of North Richland Hills
Stan Tinney, Fire Chief
P.O. Box 820609
North Richland Hills, TX 76182-0609

Physical Address:

City of North Richland Hills
Stan Tinney, Fire Chief
4301 City Point Drive
North Richland Hills, TX 76180

ARTICLE 9. ACCESSIBILITY AND MAINTENANCE OF RECORDS

- 9.1 Maintenance.** The PERFORMING PARTY shall maintain a record keeping system for all of its activities, including program records and financial management records, which support and document all expenditures of funds made under this Agreement, in accordance with federal regulations, state rules, and the Agreement. This section shall not be interpreted to require maintenance of multiple exact duplicate copies of any record or document.
- 9.2 Retention.** All records must be maintained for a minimum of three (3) years following the expiration of the Activity Life as described in the SCOPE. In the event that any

litigation or claim is still pending upon the expiration of the Activity Life, these records shall be retained until resolution of the litigation or claim. NCTCOG, NCTCOG funding agency, or their designees shall have access to all records that are directly applicable to this Agreement for the purpose of making audit examinations.

ARTICLE 10. AUDITS AND EVALUATIONS

- 10.1 Submission of Audits.** As applicable, The PERFORMING PARTY shall provide NCTCOG, for its review, a copy of any final audit report received as a result of PERFORMING PARTY policy or audits of federal and state governments relating to the expenditure of funds under this Agreement. Such audits shall include or be accompanied by any applicable audit management letter issued and applicable responses to the auditor's findings and recommendations. All audits shall be submitted to NCTCOG within thirty (30) days of receipt of each issued report.
- 10.2 Single Audit Act.** As applicable, the PERFORMING PARTY shall comply with the requirements of the audit provisions of 2 CFR Part 200, Subpart F, which requires that a non-federal entity that expends \$750,000 or more during the non-federal entity's fiscal year in federal awards must have a single or program-specific audit conducted for that year.
- 10.3 Financial Records.** The PERFORMING PARTY understands that acceptance of funds under this Agreement acts as acceptance of the authority of NCTCOG, NCTCOG funding agency, or their designees to conduct an audit or investigation in connection with those funds. The PERFORMING PARTY further agrees to cooperate fully with NCTCOG, NCTCOG funding agency, or their designees in the performance of an audit or investigation, including providing access to conduct financial and program monitoring of funding awarded to the PERFORMING PARTY under this Agreement and to perform an audit of related records that may encompass an examination of financial transactions, accounts and reports, as well as an evaluation of compliance with the terms and conditions of this Agreement.
- 10.4 Subcontractors.** The PERFORMING PARTY will ensure that the aforementioned clause concerning the authority to audit funds received indirectly by subcontractors through the PERFORMING PARTY and the requirement to cooperate is included in any subcontract it awards under this Agreement. The PERFORMING PARTY will include in all subcontracts for work under this Agreement a requirement that subcontractors will provide access to all relevant financial records including bank statements.
- 10.5 Capital Assets and Usage Records.** The PERFORMING PARTY shall authorize NCTCOG, NCTCOG funding agency, or their designees to inspect, with or without notice, equipment, vehicles, engines and/or technologies purchased by the PERFORMING PARTY with funds provided for under this Agreement.
- 10.6 Acceptable Verification.** Upon request, the PERFORMING PARTY agrees to provide NCTCOG sufficient verification that the usage commitment identified in the SCOPE is taking place in one or more eligible counties listed in Section 2.5. Sufficient verification will be determined by NCTCOG, in its sole discretion. Examples of acceptable verification include sworn affidavits from the PERFORMING PARTY, data from global positioning system, or similar devices, or other reliable information sources.

ARTICLE 11. REPRESENTATIONS

- 11.1 Alteration of Original Application.** The information and data provided in the original application submitted by the PERFORMING PARTY may have been altered after original submittal to NCTCOG to ensure that the information and calculations in the application are accurate. The PERFORMING PARTY hereby ratifies, adopts, and agrees to all representations in the Approved Application and deliverables it has provided to NCTCOG during the proposal process and agrees to give prompt written notice to NCTCOG if there is any material change in these certifications or deliverables.
- 11.2 Legal Mandate.** The PERFORMING PARTY represents that the tasks funded under this Agreement are not required by any state or federal law, rule, regulation, memorandum of agreement, or other legally binding document.
- 11.3 Vehicle Markers.** The PERFORMING PARTY agrees to place a label or sticker on funded equipment, vehicles, engines and/or technologies upon request by NCTCOG identifying it as part of an NCTCOG award and/or utilizing an alternative fuel or advanced technology.

ARTICLE 12. REPORTS

- 12.1 Project Reporting.** The PERFORMING PARTY shall provide NCTCOG with all reports detailed in the SCOPE, including information pertaining to the project and activity usage as identified in SCOPE.
- 12.2 Annual Asset Management Report.** An Annual Asset Management Report must be submitted each year until all Property Management requirements, as detailed in Article 4.2, have been fulfilled. In the event the PERFORMING PARTY fails to complete necessary Annual Asset Management Reporting requirements a portion of awarded grant funds may have to be returned to NCTCOG.
- 12.3 Installation of Automatic Vehicle Locator Service.** The PERFORMING PARTY shall allow for installation of an automatic vehicle locator service (AVLS) device, from a vendor procured by NCTCOG, on all vehicles or equipment funded under this Agreement to facilitate the required usage reporting. The AVLS device will track operating characteristics of the vehicle, including but not limited to, total mileage, mileage driven, hours driven, creeping and stationary idle engine hours, vehicle speed, and idle percentage within each of the ten ozone nonattainment counties as well as outside of the nonattainment area. Signature of this Agreement and Request for Reimbursement is the PERFORMING PARTY'S acknowledgement that data collected and compiled through an AVLS device shall be public record to the extent provided by the Texas Open Records Act and the Freedom of Information Act and shall be available to the public as provided therein. Additionally, NCTCOG may be required to use the data collected through an AVLS device to prepare reports which may be published by NCTCOG.

The PERFORMING PARTY shall not disable, damage, and/or render inoperable a grant-funded AVLS device. The PERFORMING PARTY shall notify NCTCOG within forty-eight (48) hours if the AVLS device has malfunctioned or been damaged so that repair can be scheduled.

ARTICLE 13. ASSURANCES

- 13.1 Equal Employment Opportunity.** The PERFORMING PARTY shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. The PERFORMING PARTY shall take affirmative action to ensure that applicants are employed, and that employees are treated, during their employment, without regard to their race, religion, color, sex, sexual orientation, gender identity, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 13.2 Nondiscrimination on the Basis of Disability.** The PERFORMING PARTY agrees that no otherwise qualified disabled person shall, solely by reason of his disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under the project. The PERFORMING PARTY shall insure that all fixed facility construction or alteration and all new equipment included in the project comply with applicable regulations regarding Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance, set forth in 49 CFR, Part 27 and any amendments thereto.
- 13.3. Noncollusion.** The PERFORMING PARTY warrants that it has not employed or retained any company or person, other than a bona fide employee working for it, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. If the PERFORMING PARTY breaches or violates this warranty, NCTCOG shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, gift, or contingent fee.
- 13.4 Gratuities.** Any person doing business with or who, reasonably speaking, may do business with NCTCOG under this Agreement may, not make any offer of benefits, gifts or favors to employees of NCTCOG. Failure on the part of the PERFORMING PARTY to adhere to this policy may result in termination of this Agreement.
- 13.5 Debarment/Suspension.** The PERFORMING PARTY is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. The PERFORMING PARTY and its subcontractors shall comply with the special provision "Certification Requirements for Recipients of Grants and Cooperative Agreements Regarding Debarments and Suspensions," which is included as Appendix B of this agreement.
- 13.6 Restrictions on Lobbying.** The PERFORMING PARTY and PERFORMING PARTY'S subrecipients are prohibited from using monies for lobbying purposes; the PERFORMING PARTY shall comply with the special provision "Lobbying Certification and Disclosure of Lobbying Activities," which is included as Appendix C of this Agreement. The PERFORMING PARTY shall include a statement of compliance with the Lobbying Certification and Disclosure of Lobbying Activities in applicable

procurement solicitations. Lobbying Certification and Disclosure of Lobbying Activities shall be completed by PERFORMING PARTY'S subrecipients and included in PERFORMING PARTY'S subrecipients' contracts, as applicable.

PERFORMING PARTY agrees to comply with the Title 40 CFR Part 34, *New Restrictions on Lobbying*. In accordance with the Byrd Anti-Lobbying Amendment, any Recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

13.7 Disadvantaged Business Enterprises (DBE). NCTCOG encourages the PERFORMING PARTY to take all necessary affirmative steps to assure that Minority-owned Business Enterprises (MBE), Women-owned Business Enterprises (WBE), Historically Underutilized Business (HUB), Small Business Enterprise (SBE), and Labor Surplus Area Firms (LSAF) are used when possible. The PERFORMING PARTY must report and provide DBE certificates for any DBE receiving funding under this Agreement using the template provided in Appendix D. NCTCOG suggests that the PERFORMING PARTY comply by taking the following affirmative steps:

13.7.1 Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.

13.7.2 Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises.

13.7.3 Requiring any PERFORMING PARTY Contractors to take the affirmative steps listed in this Article.

13.8 Compliance with Regulations. During the performance of this Agreement, the PERFORMING PARTY, for itself, its assignees, and successors agrees to comply with all applicable local, state, and federal regulations.

13.9 Drug Free Workplace. The PERFORMING PARTY must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 40 CFR 36.200 – 36.230.

13.10 Interest of Public Officials. No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

13.11 Substitution of Subcontractors. NCTCOG must be notified of all substitutions of subcontracts.

ARTICLE 14. MISCELLANEOUS PROVISIONS

14.1 Normal Fleet Attrition. The PERFORMING PARTY understands that funds under this Agreement cannot be used for emission reductions that result from vehicle/equipment replacements/repowers that would have occurred within three years of the project start date through normal attrition/fleet turnover. Normal attrition/fleet turnover is typically

defined by the equipment, vehicle, engine, or fleet owner's budget plan, operating plan, standard procedures, or retirement schedule. Supporting evidence must be provided to NCTCOG to verify that replacement/repower projects would not have occurred without grant funding awarded under this Agreement.

14.2 Fleet Expansion. The PERFORMING PARTY understands that funds under this Agreement cannot be used for the purchase of vehicles or equipment to expand a fleet. The PERFORMING PARTY agrees that:

14.2.1 Function. The replacement vehicle, engine, or equipment will perform the same function as the vehicle, engine, or equipment that is being replaced.

14.2.2 Type. The replacement vehicle, engine, or equipment will be of the same type and similar gross vehicle weight rating (GVWR) or horsepower as the vehicle, engine, or equipment being replaced, as detailed in the SCOPE.

14.3 False Claim. The PERFORMING PARTY must promptly refer to the EPA's Inspector General any credible evidence that a principal, employee, agent, subgrantee contractor, subcontractor, loan recipient, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving funds provided under this grant or subgrants awarded by the grantee.

14.4 Trafficking Victim Protection Act of 2000. The PERFORMING PARTY, PERFORMING PARTY'S employees, PERFORMING PARTY'S subrecipients, and PERFORMING PARTY'S subrecipients' employees under this Agreement, may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award of subawards under the award.

14.5 Recycled Paper. The PERFORMING PARTY agrees that:

14.5.1 Resource Conservation and Recovery Act. Preference shall be given in procurement programs to the purchase of recycled products pursuant to the EPA guidelines as established in 40 CFR 247.

14.5.2 Reporting. In accordance with EPA Order 1000.25 and Executive Order 13423 dated January 24, 2007 and/or Title 40 CFR 30.16, recycled paper and double sided printing shall be used for all reports that are prepared as a part of this Agreement.

14.6 Federal Award Requirements. During the performance of this Agreement, the PERFORMING PARTY, shall comply with the following federal award requirements.

14.6.1 Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), which prohibits discrimination on the basis of race, color, and national origin.

14.6.2 Federal Funding Accountability and Transparency Act Requirements.

A. As a recipient of funds under this agreement the PERFORMING PARTY agrees to comply with the Federal Funding Accountability and Transparency Act

(FFATA) and implementing regulations at 2 CFR 170, including Appendix A. This agreement is subject to the following award terms:

<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and
<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.

B. PERFORMING PARTY agrees that it shall:

1. Obtain and provide to NCTCOG a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is:
<https://www.sam.gov/portal/public/SAM/>
2. Obtain and provide to NCTCOG a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet on-line registration website
<http://fedgov.dnb.com/webform>; and

C. Report total compensation and names of its top five (5) executives to the State if:

1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
2. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

14.6.3 Hotel-Motel Fire Safety. Pursuant to 15 USC 2225a, the PERFORMING PARTY agrees to ensure that all space for conferences, meetings, trainings funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel fire Safety Act (PL 101-391, as amended).

APPENDICES

The following appendices are attached and made part of this Agreement.

Appendix A Scope of Work and Approved Application Summary

Appendix B Lower Tier Participant Debarment Certification

Appendix C Lobbying Certification and Disclosure of Lobbying Activities

Appendix D Utilization of Small, Minority and Women's Business Enterprises Reporting Form

Appendix E Third Party Procurement Procedures

Appendix F Required Contract Provisions 2 CFR 200

IN WITNESS WHEREOF, the Parties have executed this Agreement. This Agreement becomes effective on the day the last Party signs.

NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS

Mike Eastland, Executive Director

Date

CITY OF NORTH RICHLAND HILLS

Mark Hindman, City Manager

Date

ATTEST:

Alicia Richardson, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Maleshia B. McGinnis, City Attorney

**APPENDIX A
SCOPE OF WORK**

Clean Fleets North Texas 2018 Call for Projects

APPENDIX A SCOPE OF WORK

The City of North Richland Hills will replace one fire truck with one newer fire truck with an engine of model year 2017 or newer.

The Scope of Work (Scope) contains information on the activities to be conducted and the expenses that will be reimbursed under the Agreement for the City of North Richland Hills, hereinafter referred to as the **PERFORMING PARTY**. Each activity to be accomplished with the grant award is outlined in the "Approved Application Summary" table.

The application has been assigned the following Project Number, and each activity has been assigned an Activity Number, both of which shall be used when tracking and reporting to the North Central Texas Council of Governments (NCTCOG).

Project Number: TRN5077

Approved Application Summary

Activity Number	Vehicle/ Equipment Class or GVWR	Old Engine Year	Old Engine Emissions Standard (grams NO _x /bhp-hr)	New Engine Emissions Standard Must be Less Than or Equal to (grams NO _x /bhp-hr)	Annual Miles Traveled	Maximum Award Amount
1	Fire Truck	1997	5.0	0.2	10,000	\$300,000
Total						\$300,000

TASK 1 – Replace Old Vehicles with New Vehicles/Equipment

PERFORMING PARTY must have operated the vehicles/equipment to be replaced primarily within the ten-county Dallas-Fort Worth ozone nonattainment area, which is described under Task 3. The new vehicles/equipment must be in service by December 13, 2019 and the new engine must be EPA or CARB certified for model year 2017 or later. Grant funding cannot exceed:

- 25 percent of the incremental cost of the new vehicle/equipment powered by a diesel or alternative fueled engine (including hybrids) certified to meet the current EPA emissions standards of 0.2 grams of NO_x per brakehorsepower - hour.
- 35 percent of the incremental cost of the new vehicle/equipment if powered by an engine certified to meet California Air Resources Board (CARB) Optional Low-NO_x Standards. (a list of currently available engines with this certification is available at <https://www.arb.ca.gov/msprog/onroad/optionnox/optionnox.htm>)
- 45 percent of the incremental cost of the new vehicle/equipment if powered by an electric motor or electric power source.

The replacement vehicle/equipment must perform the same function and have a similar gross vehicle weight rating as the vehicle/equipment being replaced. For equipment, horsepower increases of more than 25 percent will require specific approval prior to purchase. For vehicles, the gross vehicle weight rating must stay within 10 percent of the engine's intended service class and any exceptions will require specific approval prior to purchase.

TASK 2 – Destroy or Render Permanently Inoperable Old Engines and Vehicles/Equipment

PERFORMING PARTY must scrap the old vehicle/equipment and/or engines and dispose of them in an environmentally responsible manner in accordance with local disposal laws. Scrappage is defined as a permanently disabling the engine and/or vehicle/equipment so it is no longer suitable for use. Vehicles/Equipment being replaced must be scrapped before reimbursement for the new vehicle/equipment will be issued. This includes drilling a three-inch hole in the engine block, cutting the frame of the chassis in a wedge 75 percent of the way through, and recycling salvageable materials by sending retired asset to a scrappage or remanufacturing facility. Scrappage facilities must be current on all applicable permits required by the Texas Commission on Environmental Quality (TCEQ). While NCTCOG does not endorse nor recommend any particular facilities, the TCEQ maintains a list of dismantler and recycler facilities that participate in the AirCheckTexas Drive a Clean Machine program at <https://www.tceq.texas.gov/airquality/mobilesource/vim/dismantlers.html>. This list may be a useful reference for locating facilities who can ensure compliance with this grant program’s requirements. Any remanufacturing facility must be operated or authorized by the original engine manufacturer to remanufacture the engine. The process includes removing all parts and using the old block to build a remanufactured engine with a new serial number. Alternative disabling methods and associated documentation must be approved by NCTCOG in advance on a case by case basis.

NCTCOG staff must be present to witness the destruction. Thus, **PERFORMING PARTY** will schedule the destruction in consultation with NCTCOG to ensure staff attendance. Documentation of disposition, including before and after photographs, will be required for reimbursement. **NCTCOG recommends that all reimbursement documents be submitted for preliminary review before proceeding with disposition of vehicle(s)/equipment. NCTCOG will notify PERFORMING PARTY of preliminary approval of reimbursement, and if disposition should proceed.** See TASK 4 for required reimbursement documentation.

TASK 3 – Operation

PERFORMING PARTY will own and operate each grant-funded vehicle/equipment for a minimum of the NCTCOG approved six (6) year Activity Life from the date placed into service. **PERFORMING PARTY** will ensure each grant-funded vehicle/equipment operates predominantly within the Dallas-Fort Worth (DFW) Nonattainment Area, which includes the area below.

Area	Counties Included
Dallas-Fort Worth Nonattainment Area	Counties of Collin, Dallas, Denton, Ellis, Johnson, Kaufman, Parker, Rockwall, Tarrant and Wise

PERFORMING PARTY must allow NCTCOG to arrange for an Automated Vehicle Locator System (AVLS) to be installed on all grant-funded vehicles/equipment to facilitate grant monitoring. **PERFORMING PARTY** must not tamper with this device and must keep it in working order to the extent its function is within **PERFORMING PARTY’S** control. **PERFORMING PARTY** must notify NCTCOG as soon as practicable in the event the AVLS is nonoperational or not working properly.

Beyond the minimum six-year Activity Life, **PERFORMING PARTY** must maintain grant-funded vehicle/equipment in accordance with federal property management requirements. This means that **PERFORMING PARTY** must maintain grant-funded vehicles/equipment in good working order and operate them in a manner consistent with the grant until the fair market value is \$5,000 dollars or less.

Prior to transfer of ownership, the grant recipient must contact NCTCOG for further instructions regarding disposition. Equipment may not be sold, scrapped or otherwise disposed of until written approval is received from NCTCOG. Sale, scrap or other disposal without NCTCOG approval, or when fair market value exceeds \$5,000, could result in a partial return of grant funding.

TASK 4 – Reimbursement and Reporting

PERFORMING PARTY will complete all reporting and reimbursement requirements as set forth in the grant Agreement and Scope. Specific reporting requirements and their frequencies are detailed below.

Project Status Report

A Project Status Report detailing progress toward project completion must be submitted on a monthly basis until final reimbursement is issued. A template form is available at www.nctcog.org/aqfunding under “Agreements & Forms”.

Request for Reimbursement

With each Request for Reimbursement, **PERFORMING PARTY** must submit documentation proving payment (e.g. invoices and cancelled checks), the Vehicle/Equipment and Engine Disposition Form (old vehicle and engine information completed) and a completed Activity Information Form(s) including all activities associated with the Request for Reimbursement for review and preliminary approval by NCTCOG staff. All forms are available through www.nctcog.org/aqfunding under “Agreements and Forms”.

PERFORMING PARTY must proceed with destruction of each old vehicle/equipment within 45 days of receiving preliminary reimbursement approval from NCTCOG. NCTCOG staff must be present to witness the destruction. Thus, **PERFORMING PARTY** will schedule the destruction in consultation with NCTCOG to ensure staff attendance, and NCTCOG will take the required photos of the disabled engine/chassis and verify the completed Vehicle/Equipment and Engine Disposition Form(s). A completed Request for Reimbursement and documentation of revenue received from vehicle/equipment destruction (e.g. auction value of scrap metal) must be submitted to NCTCOG to complete processing of reimbursement. In accordance with Agreement Article 4.3, revenue received from disposition will be treated as program income, which will be recorded as part of the applicant’s required cost share. Applicants will be required to report scrap value when requesting reimbursement for implemented activities, or to retain scrapped equipment for internal use.

The final Request for Reimbursement is due to NCTCOG no later than December 13, 2019.

Annual Asset Management Report

An Annual Asset Management Report must be submitted each year until property management requirements are fulfilled. Required reporting may include, but is not limited to, documentation of hours/mileage, location/area of operation and condition. This report will also ensure compliance with 2 CFR 200.313. Reporting will be completed online through the NCTCOG Web site (www.nctcog.org/aqfunding under “Usage Reporting”, or through another format determined by NCTCOG. A user name and password will be provided prior to the end of the first reporting period.

Schedule

Task	Date
Project Status Report	Due by the fifth day of each month following the month of project activity, until final reimbursement is issued.
Project Completion Deadline	December 13, 2019
Final Request for Reimbursement	December 13, 2019
Asset Management Report	Annually Based on Date in Service until Property Management Requirements are fulfilled.

APPENDIX B

LOWER TIER PARTICIPANT DEBARMENT CERTIFICATION

**APPENDIX B
CERTIFICATION REQUIREMENTS FOR RECIPIENTS OF GRANTS
AND COOPERATIVE AGREEMENTS REGARDING
DEBARMENT AND SUSPENSIONS**

Department of Transportation (DOT) Circular 2015.1 excludes entities and individuals that the federal government has either debarred or suspended from obtaining federal assistance funds through grants, cooperative agreements, or third-party contracts. NCTCOG has elected to include the requirements of the DOT Circular 2015.1 in all third-party contracts for federal funds. A certification process has been established by 49 C.F.R. Part 29 as a means to ensure that debarred, suspended, or voluntarily excluded persons do not participate in a federally assisted project. The inability of a person to provide the required certification will not necessarily result in a denial of participation in a covered transaction. A person that is unable to provide a positive certification as set forth in the Circular may submit a complete explanation attached to the certification. DOT will consider the certification and any accompanying explanation in determining whether or not to provide assistance for the project. **Failure to furnish a certification or any explanation may disqualify that person from participating in the project.**

Each potential third-party contractor, subcontractor under a third-party contract, subgrantee, or subrecipient must provide to the grantee or recipient of a cooperative agreement, as appropriate, a certification for a lower tier participant. In general, lower-level employees or procurements of less than \$25,000 will not be covered by the certification process procedures, except in the case of procurements with individuals that would have a critical influence on or substantive control over the project; nevertheless, a participant is not authorized to involve a lower-level employee or enter into a contract of less than \$25,000 with a person actually known by the participant to be debarred, suspended or voluntarily excluded.

NCTCOG requires each potential contractor subgrantee, or subrecipient for a third-party contract to complete the certification in Appendix B.1 for itself and its principals.

If an applicant for a grant or cooperative agreement or a potential contractor for a third-party contract knowingly enters into a lower-tier covered transaction such as a third-party contract or subcontract under a major third-party contract or subgrant with a person that is suspended, debarred, ineligible, or voluntarily excluded from participation in the project, in addition to other remedies available to the federal government, DOT may terminate the grant or subcontract, the underlying grant or cooperative agreement for cause or default.

CERTIFICATION INFORMATION

This certification is to be used by contractors pursuant to 49 CFR 29 when any of the following occur:

- any transaction between the contractor and a person (other than a procurement contract for goods and services), regardless of type, under a primary covered transaction
- any procurement contract for goods or services when the estimated cost is \$25,000 or more
- any procurement contract for goods or services between the contractor and a person, regardless of the amount, under which the person will have a critical influence on or substantive control over that covered transaction. Such persons include principal investigators and providers of federally required audit services.

A *procurement* transaction is the process of acquiring goods and services.

A *nonprocurement* transaction is the granting of financial assistance to entities to assist the grantor in meeting objectives that are mutually beneficial to the grantee and grantor.

A COPY OF THIS CERTIFICATION IS TO BE FURNISHED TO AUTHORIZED REPRESENTATIVES OF THE STATE OR THE U.S. DEPARTMENT OF TRANSPORTATION UPON REQUEST.

**APPENDIX B.1
LOWER TIER PARTICIPANT DEBARMENT CERTIFICATION**

Stan Tinney

(Name of certifying official)

_____, being duly sworn or under penalty of perjury under the laws of the United States, certifies that neither

Siddons Martin Emergency Group, LLC

(Name of lower tier participant)

_____, nor its principals are presently:

- debarred, suspended, proposed for debarment,
- declared ineligible,
- or voluntarily excluded from participation in this transaction by any federal department or agency

Where the above identified lower tier participant is unable to certify to any of the above statements in this certification, such prospective participant shall indicate below to whom the exception applies, the initiating agency, and dates of action.

Exceptions will not necessarily result in denial of award but will be considered in determining contractor responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

EXCEPTIONS:

Stan Tinney

Signature of Certifying Official

Fire Chief

Title

1/17/19

Date of Certification

APPENDIX C

LOBBYING CERTIFICATION AND DISCLOSURE OF LOBBYING ACTIVITIES

**APPENDIX C
LOBBYING CERTIFICATION
FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

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 any federal agency, 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 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 undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, 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.



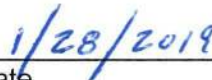
Signature



Title



Agency



Date

TxDOT
1-91
TPFS

TRN5077
City of North Richland Hills
Clean Fleets North Texas 2018 Call for Projects

DISCLOSURE OF LOBBYING ACTIVITIES
Complete this form to disclose lobbying activities
(See instructions for public burden disclosure)

1. Type of Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material charge For Material Change Only: year ____ quarter ____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Tier ____ <i>if know</i>	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:	
6. Department Agency:	7. Program Name/Description:	
8. Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Entity <i>(if individual, last name, first name, MI):</i> <p style="text-align: center;">(attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>	b. Individuals Performing Services (including address if different from No. 10a) <i>(last name, first name, MI):</i> <p style="text-align: center;">(attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>	
11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____	
12. Form of payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind specify: nature _____ value _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11: <p style="text-align: center;">(attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>		
15. Continuation sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		
16. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This information will be available for public inspection.	Signature: _____ Print Name: _____ Title: _____ Telephone: _____ Date: _____	
NCTCOG Use Only:	Authorized for Local Reproduction Standard Form - LLL	

INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime recipient, at the initiation or receipt of a covered action, or a material change to a previous filing. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an employee of NCTCOG, a Member of the Regional Transportation Council (RTC), an officer or employee of the Regional Transportation Council (RTC), or an employee of a Member of the Regional Transportation Council (RTC) in connection with a covered action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report.

1. Identify the type of covered action for which lobbying activity is and/or has been secured to influence the outcome of a covered action.
2. Identify the status of the covered action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered action.
4. Enter the full name address city, state and zip code of the reporting entity. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime recipient.
6. Enter the name of the agency making the award or loan commitment.
7. Enter the program name or description for the covered action (item 1.)
8. Enter the most appropriate identifying number available for action identified in item 1 (e.g., Request for Proposal (RFP) number; invitation for Bid (B) number, grant announcement number; the contract grant, or loan award number; the application/proposal control number assigned by the agency.) Include prefixes, e.g. "RFP-DE-90-001."
9. For a covered action where there has been an award or loan commitment by the agency, enter the amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered action.
(b) Enter the full names of the individuals(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or

will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check the appropriate boxes(s). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contract with officials. Identify the employee of NCTCOG, the Member of the Regional Transportation Council (RTC), an officer or employee of the Regional Transportation Council (RTC), or the employee of a Member of the Regional Transportation Council (RTC) in connection with a covered.

15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.

16. The certifying official shall sign and date the form, print his/her name, title, and the telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

Reporting Entity: _____
Page _____ of _____

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APPENDIX D

**UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES REPORTING
FORM**

**APPENDIX D
NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS
UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES
REPORTING FORM**

Complete one reporting form per vendor if Performing Party's vendor is a Certified Minority Business Enterprise/Women Business Enterprise (MBE/WBE)

1. Your organization/company's name: _____

2. Is your organization/company a Certified Minority Business/Women Business Enterprise (MBE/WBE)?

Yes ____ No ____ . If yes, what type of business enterprise: Minority ____ Women ____

Attach MBE/WBE Certification

3. Your vendor's name and address: _____

4. Date and value of procurement: _____

5. Type of product or service code: _____

6. Is your vendor a Certified Minority Business Enterprise/Women Business Enterprise (MBE/WBE)?

Yes ____ No ____ . If yes, what type of business enterprise: Minority ____ Women ____

Attach MBE/WBE Certification

Certification Statement

I certify to the best of my knowledge and belief that the data provided above is correct and complete.

PERFORMING PARTY

Signature

Print Name

Date

North Central Texas Council of Governments

Utilization of Small, Minority and Women's Business Enterprises Reporting Form

General Instructions

1. Self-explanatory
2. Based on the definition below, select yes or no if your organization/company is or is not certified as a MBE/WBE enterprise. If yes, select type of enterprise
3. Self-explanatory
4. Date and dollar value of technology purchased.
5. Using codes below; identify type of product or service acquired through the procurement:
Type of product or service codes:
1 = Construction 2 = Supplies 3 = Services 4 = Equipment
6. Based on the definition below, select yes or no if your vendor is or is not certified as a MBE/WBE enterprise. If yes, select type of enterprise.

Definitions:

Procurement is the acquisition through contract, order, purchase, lease or barter of supplies, equipment, construction or services needed to accomplish federal assistance programs.

Minority Business Enterprise (MBE) is a business concern that is (1) at least 51 percent owned by one or more minority individuals, or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more of the minority owners.

Woman Business Enterprise (WBE) is a business concern that is, (1) at least 51 percent owned by one or more women, or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more women and (2) whose daily business operations are managed and directed by one or more of the women owners.

Equipment is any tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

Contractor as defined in 2 CFR 200, is defined as a dealer, distributor, merchant, or other seller providing goods or services.

APPENDIX E
THIRD PARTY PROCUREMENT PROCEDURES

1. BACKGROUND

The purpose of the 3rd Party Procurement Review procedure is to establish standards and guidelines for the North Central Texas Council of Governments' (NCTCOG) to evaluate the potential risks and oversight responsibilities for our subgrantees who will procure goods and services through Third Party Contracts, in accordance with 2 CFR Part 200 (§300.17-300.26).¹ The implementation of the procedure outlined below should act to:

- Demonstrate compliance with grant requirements;
- Minimize NCTCOG's exposure to legal and compliance issues, including subsequent financial loss;
- Identify the various levels of procurement scrutiny by our federal partners associated with different partners, agencies, and firms;
- Identify the level of review needed to ensure compliance with regulations;
- Ensure fair, open, competitive opportunities for all parties involved in procurements.

2. PROCEDURE

Compliance with Federal Regulations

Subgrantees shall comply with applicable federal, state and local laws and regulations, and conform to the standards set forth in 2 CFR Part 200 or applicable governing standards published by the awarding agency. These guidelines apply to purchases for contractual services, commodities, and equipment funded with federal and state funds.

Use of Lower-Tier Subgrantees

If the provisions of a NCTCOG agreement allow a lower-tier subgrantee to manage and administer NCTCOG supported projects, the lower-tier subgrantee must also comply with applicable federal, state, and local laws, and all guidelines established by the applicable funding agency.

Conflict of Interest

There can be no conflict of interest, real or apparent, in the award or administration of a contract supported by federal funds. The subgrantee shall maintain a written code or standards of conduct which shall govern the performance of their officers, employees, or agents engaged in the award and administration of contracts supported by federal funds.

Open and Fair Competition

All procurement transactions shall be conducted in a manner that provides maximum open and fair competition consistent with 2 CFR Part 200 or applicable federal law. Procurement procedures shall not restrict or eliminate competition. Examples of what is considered to be restrictive of competition include, but are not limited to, the following:

- Placing unreasonable requirements on firms/service providers/vendors/consultants in order for them to qualify to do business;
- Placing geographical preferences in the evaluation of bids or proposals;
- Noncompetitive practices between firms/service providers;

¹ Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 Code of Federal Regulations 200
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- Organization conflicts of interest;
- Requiring unnecessary experience and excessive bonding requirements; and,
- Any arbitrary action in the procurement process.

Written Procurement Policies

The subgrantee shall have written procurement procedures and may adopt by reference procedural requirements of 2 CFR Part 200 or applicable federal law.

Procurement Guidelines

NCTCOG, in reviewing subgrantee procurement procedures and policies, will determine consistency with 2 CFR Part 200 or the applicable federal law regulating procurement. Stated therein are the governing regulations and implementing guidelines for all procurement activity undertaken with grant funds. Some of those items, with particular applicability to NCTCOG grants, are:

1. Subgrantees will maintain a contract administration system which ensures that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
2. Procedures will allow for analysis of the most economical approach in purchasing, including lease versus purchase alternatives. Each proposed procurement must be reviewed to avoid the purchase of unnecessary or duplicative items.
3. Subgrantees will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
4. Subgrantees will maintain records sufficient to detail the significant history of procurement.
5. These standards do not relieve the subgrantee of any contractual responsibilities under its NCTCOG contracts. The subgrantee is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual administrative issues arising out of any procurement entered in support of a NCTCOG grant. These include, but are not limited to, source evaluation, protests, disputes, and claims.

Subgrantee Files

Each subgrantee must maintain adequate files to support any purchases made. A copy of the quotes that were obtained (purchases between \$3,000.00 and \$150,000.00) or a copy of the legal notice must also be on file to support the choice of lowest and/or best bid. The subgrantee must provide adequate justification if the purchase is not awarded to lowest and/or best bidder.

Method of Procurement²

All procurement transactions shall be made by one of the following methods. NCTCOG reserves the right to request any and all documentation, either in advance or upon completion of procurement activities, as deemed necessary.

²Explicit federal and state regulations apply to each procurement method. Subgrantees may proceed with procurement activities only after careful study of the regulations reveals all requirements have been met.

1. PROCUREMENT BY SMALL PURCHASE PROCEDURES

For procurement of services, supplies, or other property with an aggregate cost under \$150,000³, written price or rate quotations shall be obtained from at least two qualified sources. The aggregate sum of all items being purchased is considered one purchase.

Purchases equal to or under \$3,000- Purchases which do not involve the expenditure of more than \$3,000, exclusive of freight or shipping charges, may be made without advertising or otherwise requesting competitive quotes; provided, however, that nothing contained in this paragraph shall be construed to prohibit any agency or governing authority from establishing procedures which require competitive quotes on purchases under \$3,000.

Purchases equal to or under \$150,000- Purchases which involve the expenditure of at least \$3,000 but not more than \$150,000, exclusive of freight and shipping charges, may be made from the lowest and best contractor without publishing or posting advertisements for bids, provided at least two competitive written quotes have been obtained. The term "competitive written quotes" means a quote submitted on a quote form furnished by the subgrantee and signed by authorized personnel representing the contractor, or a quote submitted on a contractor's letterhead or quote form signed by authorized personnel representing the contractor.

2. PROCUREMENT BY SEALED BIDS

Purchases over \$150,000- Public advertisement once each week for two consecutive weeks for competitive sealed bids is required for all purchases which exceed \$150,000. Bids may not be due less than seven working days following the date the last advertisement appears in the public forum.

Purchases which involve expenditure of more than \$150,000, exclusive of freight and shipping charges shall be made from the lowest and best bidder after publicly advertising for competitive sealed bids once each week for two consecutive weeks. The date, as published, for the bid opening, shall not be less than seven working days after the published notice has been completed. The notice shall state the time and place at which bids shall be received; types of supplies, and/or equipment to be purchased, and the contact person. If plans or specifications are not published, notice should state where copies may be obtained. Specifications shall be written so as not to exclude any supplier.

3. PROCUREMENT BY COMPETITIVE PROPOSALS

Purchases over \$150,000- Formally publicizing a Request for Proposals which normally results in conducting competitive negotiation with more than one source submitting an offer. This method is generally used when conditions are not appropriate for the use of sealed bids. All evaluation factors and their relative importance will be identified. There will be procedures for technical evaluations of the proposal and selection of an awardee. Awards are made to the proposal most advantageous to the program, with price and other factors considered.

³ This purchase threshold is to be utilized for subgrantee procurements with federal funds. Separate thresholds may be permitted or required under state law for state funded grants.

4. SOLE SOURCE PROCUREMENT

Noncompetitive items are those available from one source only. In connection with the purchase of noncompetitive items only available from one source, a certification of the conditions and circumstances requiring the purchase shall be filed by the subgrantee with the appropriate NCTCOG project manager. Upon receipt by the NCTCOG project manager, the certification will be forwarded to the appropriate NCTCOG personnel for approval of the request.

Only after receiving authorization from NCTCOG will the purchase be deemed a sole source procurement. All authorizations must be received prior to any procurement transactions. The appropriate NCTCOG personnel may authorize a sole source procurement under the conditions defined in state law, provided that the sole source procurement shall be made according to the established purchasing rules and regulations and shall not be made so as to circumvent the competitive purchasing requirements.

5. PURCHASES UNDER GOVERNMENTAL COOPERATIVE PURCHASING PROGRAMS

Public entities that can purchase under State contracts or other governmental cooperative purchasing programs can do so without prior approval or obtaining written quotes. Not all State contracts or governmental cooperative purchasing programs follow 2 CFR 200 guidelines when procuring and/or issuing contracts for their cooperative purchasing programs. As such, it is highly recommended that entities are confirming the specific solicitation and contract is compliant with 2 CFR 200 guidelines prior to issuance of a purchase order. NCTCOG staff are available to assist entities in reviewing and ensuring compliance with necessary regulations in advance of issuing a purchase order and/or proceeding with a purchase.

6. EMERGENCY PROCUREMENT

NCTCOG may approve an emergency procurement under the conditions defined in federal and state law, provided such emergency procurement shall be made with such competition as is practicable under the circumstances.

7. ADVERTISING PROCUREMENTS

Procurements to solicit various advertising and marketing activities are exempt from a competitive procurement requirement. Generally, the procurement of these items are done through competitive written quotes to ensure a fair and reasonable price is received for those services.

APPENDIX F

**REQUIRED 2 CFR 200 CLAUSES
UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES & AUDIT REQUIREMENTS
FOR FEDERAL AWARDS**

1. **Equal Employment Opportunity.** PERFORMING PARTY shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. PERFORMING PARTY shall take affirmative actions to ensure that applicants are employed, and that employees are treated, during their employment, without regard to their race, religion, color, sex, sexual orientation, gender identity, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
2. **Davis-Bacon Act.** PERFORMING PARTY agrees to comply with all applicable provisions of 40 USC § 3141 – 3148.
3. **Contract Work Hours and Selection Standards.** PERFORMING PARTY agrees to comply with all applicable provisions of 40 USC § 3701 – 3708 to the extent this agreement indicates any employment of mechanics or laborers.
4. **Rights to Invention Made Under Contract or Agreement.** PERFORMING PARTY agrees to comply with all applicable provisions of 37 CFR Part 401.
5. **Clean Air Act, Federal Water Pollution Control Act, and Energy Policy Conservation Act.** PERFORMING PARTY agrees to comply with all applicable provisions of the Clean Air Act under 42 USC § 7401 – 7671, the Energy Federal Water Pollution Control Act 33 USC § 1251 – 1387, and the Energy Policy Conservation Act under 42 USC § 6201.
6. **Debarment/Suspension.** PERFORMING PARTY is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. PERFORMING PARTY and its subcontractors shall comply with the special provision “Certification Requirements for Recipients of Grants and Cooperative Agreements Regarding Debarments and Suspensions,” which is included as Appendix B of this agreement.
7. **Restrictions on Lobbying.** PERFORMING PARTY of these funds is prohibited from using monies for lobbying purposes; PERFORMING PARTY shall comply with the special provision “Restrictions on Lobbying,” which is included as Attachment C of this Agreement. PERFORMING PARTY shall include a statement of compliance with the Lobbying Certification and Disclosure of Lobbying Activities in applicable procurement solicitations. Lobbying Certification and Disclosure of Lobbying Activities shall be completed by subcontractors and included in subcontractor contracts, as applicable.
8. **Procurement of Recovered Materials.** PERFORMING PARTY agrees to comply with all applicable provisions of 2 CFR §200.322.