NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS
NORTH CENTRAL TEXAS CLEAN SCHOOL BUS PROGRAM: 2015 PROJECT

Program Implementation

AGREEMENT COVER SHEET

TYPE OF AGREEMENT: Reimbursable Activities for the North Central Texas Clean School Bus Program

PROJECT NUMBER:

CFDA NUMBER:

NOTICE TO PROCEED DATE:

AGREEMENT PERIOD: Date of Notice to Proceed through End of Activity Life

MAXIMUM REIMBURSEMENT:

FUNDING SOURCE: Texas Commission on Environmental Quality (TCEQ) Supplemental Environmental Project (SEP) Program and/or the Federal Highway Administration (FHWA) Congestion Mitigation and Air Quality Improvement Program (CMAQ)

PARTIES:

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

Contacts
Project Manager:
Shannon Stevenson
Program Manager
817-608-2304
ssteven@nctcog.org

Staff Contact:
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817-695-9232
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PERFORMING PARTY

Agreement Coordinator
Name
Address
Contact Info
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 ____________________________, hereinafter referred to as the “PERFORMING PARTY”. The 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. SCOPE OF WORK

2.1 Scope of Work. The PERFORMING PARTY covenants and represents to the 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. The PERFORMING PARTY shall complete Scope Activities in accordance with the North Central Texas Clean School Bus Program 2015 Call for Projects Guidelines and as listed in the SCOPE, except as otherwise identified in this Agreement. The PERFORMING PARTY shall install a global positioning system (GPS) device on all vehicles or equipment funded under this Agreement to facilitate the required usage reporting. The GPS device must 1) track the location of the vehicle or equipment, 2) track miles driven/hours used, and 3) provide NCTCOG with online access to view location and usage data at any time. The cost of the GPS unit will be considered a grant-eligible expense only to the extent that such costs exceed PERFORMING PARTY’s standard operating procedures.

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.** The PERFORMING PARTY agrees that all activities funded under the Agreement must be operated and maintained in accordance with Federal, State, and Local Law and the PERFORMING PARTY’s Clean Fleet Policy, consistent with the Regional Transportation Council’s Clean Fleet Policy as approved on December 11, 2014.

2.7 **Emission Reductions.** The PERFORMING PARTY agrees that emissions reductions provided by each Scope Activity shall be used by the NCTCOG to meet air quality requirements and goals. The PERFORMING PARTY may not utilize emissions reductions to satisfy other air quality commitments.

2.8 **Vehicle Disposition.** For replacement and repower activities, PERFORMING PARTY agrees to render permanently inoperable the old equipment, vehicle, and/or engine in accordance with the North Central Texas Clean School Bus Program 2015 Call for Projects Guidelines. The old equipment, vehicle, and/or engine must be disposed of no later than July 1, 2016, and in an environmentally responsible manner. A completed Vehicle/Equipment and Engine Disposition Form, with proof of destruction, including before and after photos, and salvage certificate (if a salvage certificate is applicable), must be submitted to NCTCOG for each SCOPE Activity. Destruction includes drilling a three-inch hole in the engine and cutting a wedge 75 percent of the way through the frame rails, or the replaced engine must be returned to the original engine manufacturer for remanufacturing to a cleaner standard. Alternative disposition methods must be approved by NCTCOG in advance.

2.9 **Time of Performance.** The PERFORMING PARTY shall commence performance of the SCOPE after the Notice to Proceed date listed on Agreement Cover Sheet of this agreement. All Scope Activities should be completed no later than the completion deadline referenced in the SCOPE. This Agreement shall terminate upon the expiration of the last Activity Life described in the SCOPE, 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 PEFORMING PARTY agrees that its purchase of equipment/technology under this Agreement will comply with the procurement standards and requirements outlined by the U.S. Department of Transportation in 49 CFR 18.36 (Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, Subchapter C, Post-Award Requirements, Procurement) and as outlined in Appendix D. If PEFORMING PARTY fails to meet these requirements, NCTCOG may deny reimbursement requests. If such failure is determined after reimbursement has been made, PEFORMING PARTY agrees to return reimbursed funds that were not in compliance with these requirements, whether determined by NCTCOG, the State, or the US Department of Transportation or its agents. PEFORMING PARTY shall provide NCTCOG a written certification of compliance with 49 CFR 18.36 prior to purchasing any equipment/technology under this agreement.

4.2 **Equipment Use, Management, and Disposition.** The PEFORMING PARTY agrees that its purchase of equipment/technology under this Agreement will comply with the property management standards and requirements outlined by the U.S. Department of Transportation in 49 CFR 18.32-33 (Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, Subchapter C, Post-Award Requirements, Equipment and Supplies). The PEFORMING PARTY agrees to provide NCTCOG reasonable information concerning the use and condition of the equipment upon request. 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 North Central Texas Clean School Bus Program Project during the Activity Life defined in the SCOPE. The 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 North Central Texas Clean School Bus Program beyond the Activity Life. At the end of the Activity Life, or upon transfer of ownership, the PERFORMING PARTY shall submit to the 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.

The NCTCOG, at its sole discretion, shall determine if the equipment retains any value to NCTCOG or the NCTCOG Funding Agency at the end of the Activity Life, consistent with 18 CFR 31.32. If, at the end of the Activity Life, the equipment retains no value to NCTCOG or the NCTCOG 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 the NCTCOG 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 18 CFR 31.32.

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 18 CFR 31.25. Program income is defined as 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. BUDGET

5.1 Award Amount. The 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 _____________________________. The actual amount of reimbursement may be less than the maximum Award Amount and will be determined under the conditions of this Agreement.

5.2 Funding Cap. As specified in the North Central Texas Clean School Bus Program 2015 Call for Projects Guidelines, the maximum Award Amount may not
exceed 80% of the incremental cost of capital purchases identified in the SCOPE. For the purposes of this provision, incremental cost shall be calculated for repower projects as the total cost of the new engine purchase less any funding received for disposition or remanufacture of the replaced engine, and shall be calculated for replacement projects as the total cost of the new vehicle purchase less any funding received for disposition of the replaced vehicle. Eligible costs incurred by the PERFORMING PARTY that are not reimbursed through payment of the funding award shall be recorded as local match contribution to the project by the PERFORMING PARTY.

5.3 **Source of Funds.** The NCTCOG will fund each Activity with one-time funding from one or more of the following sources: TCEQ SEP Program; and FHWA Congestion Mitigation and Air Quality Improvement Program.

**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 the NCTCOG, other than grant funds received by the NCTCOG from the 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 to the NCTCOG, to the attention of the Agreement Administrator identified on the Agreement Cover Sheet no later than July 1, 2016. Requests for Reimbursement shall include PERFORMING PARTY invoice, 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 the NCTCOG and the portion of cost credited as local match. PERFORMING PARTY must also submit proof of delivery before payment can be approved.

Proof of delivery can be submitted in the form of a Bill of Lading (BOL) or a signed statement from the vendor, referencing the vehicle description, the vehicle identification number (VIN), and the date of delivery. A Request for Reimbursement Form shall be accompanied by a Vehicle/Equipment and Engine Disposition Form, and 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 the NCTCOG under the terms of this Agreement.

Request for Reimbursement Form, Vehicle/Equipment and Engine Disposition Form, and Activity Information Form are available online and can be downloaded from the NCTCOG website by following the link below:

[www.nctcog.org/aqfunding/forms](http://www.nctcog.org/aqfunding/forms)

A hard copy of these forms can be provided at the request of the PERFORMING PARTY.

6.3 **Eligible Expenses.** The 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 the 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, Subpart E. Costs incurred prior to issuance of a Notice to Proceed are not eligible for reimbursement.

6.4 **Availability of Funds.** Any reimbursement under this Agreement shall be payable only after eligible costs are approved by the 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 the NCTCOG dedicated for the purpose of this Agreement.

6.5 **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 and request approval as quickly as possible to ensure timely implementation.
6.6 **Return of Funds.** The PERFORMING PARTY agrees to return funds received from the 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 emissions reductions, 2) failure to comply with vehicle disposition requirements, 3) failure to comply with reporting requirements throughout the Activity Life of each Scope Activity, and 4) failure to maintain possession of the grant-funded equipment, vehicles, engines, and/or technology through the duration of the Activity Life, as identified in the SCOPE.

**ARTICLE 7. RIGHTS**

7.1 **Authority.** The PERFORMING PARTY shall have no authority to act for or on behalf of the 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 the NCTCOG.

7.2 **Assignment.** Without the prior written consent of the 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 or self-insurance for the repair or replacement of any Scope Activity-funded equipment, vehicles, engines and/or technologies for the Activity Life as defined in the SCOPE, unless otherwise expressly agreed upon in writing by the 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 the NCTCOG.

8.3 **Indemnification.** To the extent authorized by law, the PERFORMING PARTY shall indemnify, save and hold the 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 the 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 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 the NCTCOG Project Manager, Staff Contact, and Agreement Administrator; and PERFORMING PARTY’S Agreement Coordinator identified on the Agreement cover sheet.

NCTCOG
Mailing Address:  
Physical Address:

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

PERFORMING PARTY
Mailing Address:  
Physical Address:

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 four (4) 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, the 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 the NCTCOG, for its review, a copy of any audit 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 the 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 in accordance with the provisions of Subpart F.

10.3 Financial Records. The PERFORMING PARTY understands that acceptance of funds under this Agreement acts as acceptance of the authority of the NCTCOG, the 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 the NCTCOG, the 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 the NCTCOG, the 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.

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 the 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 the NCTCOG during the proposal process and agrees to give prompt written notice to the 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 the NCTCOG indentifying 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 the NCTCOG with all reports detailed in the SCOPE, including information pertaining to the project and activity usage as identified in SCOPE.

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, 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, 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, the 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 the NCTCOG under this Agreement may, not make any offer of benefits, gifts or favors to employees of the 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 andSuspensions,” 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 under this Agreement 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.

13.7 **Disadvantaged Business Enterprises (DBE).** The PERFORMING PARTY 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 CFR Part 26 in the award and administration of U.S. Department of Transportation assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

13.8 **Buy America.** The PERFORMING PARTY agrees to comply with all Buy America requirements under 23 USC 313 and 23 CFR 635.410, which require a domestic manufacturing process for any steel or iron products. The PERFORMING PARTY must provide a Buy America Certification completed by the vehicle or equipment manufacturer or demonstrate that the Federal Highway Administration has granted a waiver of the Buy America requirements for the vehicle or equipment to be purchased. A Buy America Certification form is included in the North Central Texas Clean School Bus Program 2015 Call for Project Guidelines.

13.9 **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.
13.10 **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.** The 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 through normal attrition/fleet turnover during the Activity Life of the project. 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 the 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

**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 Third Party Procurement Procedures
IN WITNESS WHEREOF, the Parties have executed this Agreement on the ___________ day of ____________________, 2015.

NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS

________________________________
R. Michael Eastland
Executive Director, NCTCOG

PERFORMING PARTY

________________________________
Signature

________________________________
Printed Name

________________________________
Contact Phone Number
APPENDIX A

SCOPE OF WORK AND APPROVED APPLICATION SUMMARY
PERFORMING PARTY, herein after referred to as PERFORMING PARTY, will
___________________________________.

TASK 1 – Replace Old School Bus with New School Bus

PERFORMING PARTY must have operated the school bus to be replaced within the ten-county Dallas-Fort Worth Ozone nonattainment area.

The new vehicle must be certified to emit at least 25 percent less oxides of nitrogen (NO\textsubscript{x}) than the vehicle being replaced. Certification means approved by the U.S. Environmental Protection Agency (EPA), the California Air Resources Board (CARB), or otherwise accepted by the NCTCOG. New buses must meet a maximum of 0.2 g/bhp-hr NO\textsubscript{x}, 0.01 g/bhp-hr particulate matter (PM), and 0.14 g/bhp-hr non-methane hydrocarbon (NMHC) emissions levels.

The new vehicle must be in service by July 1, 2016.

TASK 2 – Destroy or Render Permanently Inoperable Old School Bus

PERFORMING PARTY must render permanently inoperable the old school bus and it must be disposed of in an environmentally responsible manner. This includes draining and disposing of all fluids according to city disposal requirements, drilling a three-inch hole in the engine block, cutting the frame of the chassis in a wedge 75 percent deep, and recycling salvageable materials. Documentation of disposition will be required for reimbursement. This will include before and after photographs. A salvage certificate may also be required if applicable.

TASK 3 – Operation

PERFORMING PARTY will own and operate the grant funded vehicle, equipment, or technology for the duration of the NCTCOG approved Activity Life for the funded activity, as follows. The Activity Life commences upon the date the grant funded vehicle, equipment, or technology is placed into service.

<table>
<thead>
<tr>
<th>Activity Type</th>
<th>Life Duration</th>
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</thead>
<tbody>
<tr>
<td>Replacement</td>
<td>5 years</td>
</tr>
<tr>
<td>Repower or Conversion</td>
<td>5 years</td>
</tr>
<tr>
<td>Retrofit</td>
<td>5 years</td>
</tr>
<tr>
<td>Installation of Idle Reduction Technology</td>
<td>3 years</td>
</tr>
</tbody>
</table>

The school bus must be operated a majority of the time within the North Central Texas counties of Collin, Dallas, Denton, Ellis, Johnson, Kaufman, Parker, Rockwall, Tarrant, or Wise.

TASK 4 – Reimbursement and Reporting

PERFORMING PARTY will complete all reporting and reimbursement requirements set forth in the Grant Agreement and Scope of Work. The grant amount reimbursed will not exceed 80 percent (80%) of the incremental cost of the grant-funded activity. Specific reporting requirements
and their frequencies are detailed below.

**Quarterly Project Status Report**
A Quarterly Project Status Report must be submitted by the last day of March, June, September, and December throughout the project implementation phase until final reimbursement is issued. Reports should include information such as progress made for the previous quarter and anticipated accomplishments for the upcoming quarter. A template form is available at [www.nctcog.org/aqfunding/forms](http://www.nctcog.org/aqfunding/forms).

**Request for Reimbursement**
With each Request for Reimbursement, PERFORMING PARTY must submit documentation proving payment (i.e. invoices and cancelled checks), a completed *Vehicle and Engine Disposition Verification Form(s)*, and a completed *Activity Information Form(s)* including all activities associated with the Request for Reimbursement. These and other forms can be found at [www.nctcog.org/aqfunding/forms](http://www.nctcog.org/aqfunding/forms). PERFORMING PARTY will sign a Release of Claims upon submitting a final Request for Reimbursement.

**Semi-Annual Usage Report**
A Semi-Annual Usage Report must be submitted on January 15 and July 15 of each year for the duration of the approved Activity Life. Required reporting may include, but is not limited to, vehicle mileage and/or fuel use, and area of operation. Reporting will be completed online through the NCTCOG website ([www.nctcog.org/AQFunding](http://www.nctcog.org/AQFunding)). A username and password will be provided prior to the end of the first reporting period.

**Schedule**

<table>
<thead>
<tr>
<th>Task</th>
<th>Deadline</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quarterly Project Status Report</td>
<td>Due last day of March, March, June, September, and December throughout the project implementation phase until final reimbursement is issued.</td>
</tr>
<tr>
<td>Project Completion Deadline</td>
<td>July 1, 2016</td>
</tr>
<tr>
<td>Final Request for Reimbursement</td>
<td>July 1, 2016</td>
</tr>
<tr>
<td>Semi-Annual Usage Reports</td>
<td>Due July 15 for activity from January 1 – June 30 and January 15 for activity from July 1 – December 31 of each year for the approved Activity Life.</td>
</tr>
<tr>
<td>Written Certification of Disposition</td>
<td>Due at end of Activity Life or upon transfer of ownership, or as otherwise requested by NCTCOG.</td>
</tr>
</tbody>
</table>
APPENDIX B

LOWER TIER PARTICIPANT DEBARMENT CERTIFICATION
LOWER TIER PARTICIPANT DEBARMENT CERTIFICATION
(Negotiated Contracts)

(Name of certifying official), being duly sworn or under penalty of perjury under the laws of the United States, certifies that neither

(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:

___________________________________________________________________________
Signature of Certifying Official

___________________________________________________________________________
Title

___________________________________________________________________________
Date of Certification

Form 1734
Rev.10-91
TPFS

2015 Clean School Bus Template Agreement
APPENDIX C

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

1. Type of Action:
   - a. contract
   - b. grant
   - c. cooperative agreement
   - d. loan
   - e. loan guarantee
   - f. loan insurance

2. Status of Action:
   - a. bid/offer/application
   - b. initial award
   - c. post-award

3. Report Type:
   - a. initial filing
   - b. material charge

   For Material Change Only:
   year_____ quarter_________
date of last report_______

4. Name and Address of Reporting Entity:
   - Prime
   - Tier _____ if known

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
    (If individual, last name, first name, MI):

   (attach Continuation Sheet(s) SF-LLL-A, if necessary)

   b. Individuals Performing Services (including address if different from No. 10a)
      (last name, first name, MI):

11. Amount of Payment (check all that apply): $________________________
    • actual • planned

12. Form of payment (check all that apply):
    • a. cash
    • b. in-kind specify: nature____________________
         value_____________________
    • d. contingent fee
    • e. deferred
    • f. other; specify:__________________________

13. Type of Payment (check all that apply):
    • a. retainer
    • b. one-time fee
    • c. commission

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:
    (attach Continuation Sheet(s) SF-LLL-A, if necessary)

15. Continuation sheet(s) SF-LLL-A attached: • Yes • 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 the 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 (R) 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 40 to influence the covered action.

11. 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.”

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 the 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.
APPENDIX D

THIRD PARTY PROCUREMENT PROCEDURES
OVERVIEW

These procedures establish standards and guidelines for the North Central Texas Council of Governments’ (NCTCOG) subgrantees for procurement of goods and services through Third Party Contracts, in accordance with 49 CFR Part 18.36 and 40 CFR Part 31.36. These procedures have been developed to ensure fair, open, and competitive opportunities for all parties involved in the procurement.

In order to assist NCTCOG’s subgrantees in complying with federal procurement requirements, NCTCOG will publish these procedures as part of calls for projects to make potential applicants aware of these requirements in advance of submitting applications to NCTCOG for funding consideration. In addition, NCTCOG will periodically hold workshops on procurement and other compliance requirements to assist subgrantees in meeting these objectives.

Compliance with Federal Regulations
Subgrantees shall comply with applicable federal, State and local laws and regulations, and conform to the standards set forth in 49 CFR Part 18.36 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.

Contract Administration System
Subgrantees will maintain a contract administration system which ensures that contractors perform in accordance with the terms, conditions, and specifications of their contracts and purchase orders.

Open and Fair Competition
All procurement transactions shall be conducted in a manner that provides maximum open and fair competition consistent with 49 CFR Part 18.36 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;

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1 UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS TO STATE AND LOCAL GOVERNMENTS; Subpart C, Post-Award Requirements; Changes, Property, and Subawards under the United States Department of Transportation regulations. These procedures are written to comply with grant management standards for all federal agencies (e.g. Environmental Protection Agency, Department of Energy, etc...) as well as subgrantees funded with State funds.
Glen Rose Independent School District
Project No. NCTCSB-2012-04
Written Procurement Policies
The subgrantee shall have written procurement procedures and may adopt by reference procedural requirements of 49 CFR Part 18.36 or applicable federal law.

Procurement Guidelines
NCTCOG, in reviewing subgrantee procurement procedures and policies, will determine consistency with 49 CFR Part 18.36 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:

Procurement Standards
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.

Method of Procurement
All procurement transactions shall be made by one of the following methods:

1. PROCUREMENT BY SMALL PURCHASE PROCEDURES

Explicit 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.
For procurement of services, supplies, or other property with an aggregate cost of least $100,000, 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 under $3,000**
Purchases which do not involve the expenditure of at least $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 under $100,000**
Purchases which involve the expenditure of at least $3,000 but not more than $100,000, exclusive of freight and shipping charges, may be made from the lowest and best vendor 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 vendor, or a quote submitted on a vendor’s letterhead or quote form signed by authorized personnel representing the vendor. NCTCOG may request copies of quotes to ensure compliance with this provision as a condition of reimbursement.

2. **PROCUREMENT BY SEALED BIDS**

**Purchases over $100,000**
Public advertisement once each week for two consecutive weeks for competitive sealed bids is required for all purchases which exceed $100,000. 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 $100,000, 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.

Procurements over $100,000 by sealed bid must be submitted to NCTCOG for review and approval 30 days prior to initiating the procurement. NCTCOG reserves the right to deny reimbursement upon failure to comply with the approved procurement process or failure to adequately address NCTCOG’s comments concerning the proposed procurement process.

3. **PROCUREMENT BY COMPETITIVE PROPOSALS**

**Purchases over $100,000**
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

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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.

Glen Rose Independent School District
Project No. NCTCSB-2012-04
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.

Procurements over $100,000 competitive proposal must be submitted to NCTCOG for review and approval 30 days prior to initiating the procurement. NCTCOG reserves the right to deny reimbursement upon failure to comply with the approved procurement process or failure to adequately address NCTCOG’s comments concerning the proposed procurement process.

4. SOLE SOURCE PROCUREMENT

Noncompetitive items are items 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. All other purchases must follow the guidelines outlined in the Contracting Procurement Procedures.

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.

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 $100,000.00) 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.