



# North Central Texas Council of Governments

**NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS  
METROPOLITAN PLANNING ORGANIZATION**

**REQUEST FOR PROPOSALS  
TRAINING SESSIONS FOR BICYCLE AND PEDESTRIAN DESIGN GUIDES AND SAFE  
ROUTES TO SCHOOL PLANNING**

**FRIDAY, DECEMBER 12, 2025**

**[ADDENDUM 1](#)**

**[MONDAY, DECEMBER 22, 2025](#)**

**REQUEST FOR PROPOSALS**  
**FOR TRAINING SESSIONS FOR BICYCLE AND PEDESTRIAN DESIGN GUIDES AND SAFE**  
**ROUTES TO SCHOOL PLANNING**

**INTRODUCTION**

The North Central Texas Council of Governments (NCTCOG) is requesting written proposals from qualified firms(s) to conduct comprehensive training about the current design guidance and best practices related to planning, design, and construction of active transportation facilities.

**NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS**

The NCTCOG is a voluntary association of, by, and for local governments, and was established to assist local governments in planning for common needs, cooperating for mutual benefit, and coordinating for sound regional development. NCTCOG's purpose is to strengthen both the individual and collective power of local governments and to help them recognize regional opportunities, eliminate unnecessary duplication, and make joint decisions.

Since 1974, NCTCOG has served as the Metropolitan Planning Organization (MPO) for transportation in the Dallas-Fort Worth (DFW) Metropolitan Area. NCTCOG's Transportation Department is responsible for regional transportation planning for all modes of transportation. The Department provides technical support and staff assistance to the Regional Transportation Council (RTC) and its technical committees, which compose the MPO policy-making structure. In addition, the Department provides technical assistance to the local transit providers of North Central Texas in planning, programming, coordinating, and implementing transportation decisions.

**PURPOSE AND NEED**

The DFW metropolitan area population is anticipated to grow from 8.6 million residents in 2025 to an estimated 12.3 million by 2050. Accommodating this growth impact on the region's transportation system requires multimodal strategies, including the implementation of active transportation facilities to enhance mobility for all residents. As such, public and private sector planners, engineers, and other related transportation professionals in the DFW region need comprehensive training about the current design guidance and best practices related to planning, design, and construction of active transportation facilities.

## **SCOPE OF WORK/TYPE OF SERVICES**

The type of work is summarized below.

NCTCOG is seeking consultant teams with demonstrated expertise to instruct and lead one or more training series topics. Each of the four following topics will involve one-day sessions to allow for in-depth review and discussion of the related topics and group exercises:

1. American Association of State Highway and Transportation Officials (AASHTO) Guide for the Development of Bicycle Facilities, 5<sup>th</sup> Edition
2. National Association of City Transportation Officials (NACTO) Urban Bikeway Design Guide, 3<sup>rd</sup> Edition
3. Public Right-of-Way Accessibility Guidelines (PROWAG) published in 2023
4. Safe Routes to School planning and project implementation

Trainings are anticipated to occur based on the schedule below:

- Late May/Early June 2026: AASHTO Guide
- August 2026: PROWAG
- October 2026: Safe Routes to School Planning
- February 2027: NACTO Guide

Each training topic session is anticipated to be in person at different training center(s) in the DFW region, with a duration of one business day per session. Each day of training may include a group size up to 40 to 60 attendees. Due to high demand, it is anticipated there will be three sessions per topic held on consecutive days, thus a total of twelve (12) one-day sessions will be conducted through the training series.

Proposers may submit qualifications to facilitate more than one of the four (4) training session topics depending on the instructor's expertise and equivalent experience facilitating related training. Given the diversity of the training topics, multiple teams are anticipated to be selected for the training series.

## **PROJECT SUPPORT**

Training sessions will be conducted in coordination with NCTCOG staff who will be responsible for:

1. Organizing the training sessions including location, promotion, registering participants, and providing refreshments for attendees during each session.
2. Printing any training materials related to each training session.
3. Identifying any local case studies to be used during the training sessions and/or group exercises; and if necessary, assisting with preparation of group exercise materials (e.g. maps or aerial photography).
4. Logistical support tasks including reproduction of hand-outs, sign-in of participants, and other related support required during each training session.

## **Required Skills and Experience**

Qualified Proposers include:

1. Instructors with expertise and experience about the training topic exemplified through the instructor's prior experience facilitating related training and/or developing the associated guide(s).
2. Instructors with good oral presentation and communication skills and ability to facilitate in-depth discussions and group exercises about the training topic.
3. Instructors with existing presentation materials and group exercises developed for similar previously conducted training workshops related to the training topics. Note: existing training materials may be updated in consultation with NCTCOG staff to focus more in-depth about specific sections of the guides and to feature relevant case studies from the DFW region.

## PRICING PROPOSAL

The consultant shall provide a detailed budget using the template Excel file provided. The budget shall provide detail of the maximum raw salary by position, overhead, and profit. Additionally, any direct expenses shall be detailed.

## PROJECT SCHEDULE

Proposers shall develop a schedule of tasks with completion deadlines and methodologies for the project. NCTCOG will select all the identified tasks or a subset of the tasks to be completed. NCTCOG and the selected firm(s) will jointly determine a schedule for progress meetings in accordance with the final schedule for the scope of work. The timetable for completion of this project is in the Spring of 2027 based on the schedule of proposed training courses. NCTCOG anticipates the contract will begin by late March 2026.

## CONSULTANT SELECTION CRITERIA

The Consultant Selection Committee (CSC) will review all proposals and select a consultant it considers qualified to undertake the project. The following criteria will be used to evaluate the proposals:

- |                              |            |
|------------------------------|------------|
| 1. Background and Experience | 50 percent |
| 2. Training Experience       | 50 percent |

If the CSC determines that interviews will be required before a final decision can be made, the interviews will take place **the week of ~~January 26~~ February 2, 2026**. Proposers should be willing and able to attend these interviews in person or via web conference, if necessary. Consultants who are invited to an interview will be notified by the close of business on **Friday, January ~~23~~30, 2026**, that an interview has been scheduled. Costs for developing the proposal and costs attributed to interviews (and subsequent negotiations) are at the proposer's own expense and will not be reimbursed by NCTCOG.

## CONTRACT AWARD

Following final negotiations of the training sessions and costs satisfactory to NCTCOG, the consultant(s) will be asked to execute a contract with NCTCOG. If applicable, a Notice to Proceed will be issued upon execution of the contract. NCTCOG reserves the right to reject any and all

proposals, to contract for any or all portions of the project with the selected consultant, or to hire multiple firms.

The successful responder(s) to this Request for Proposals is expected to provide qualified personnel to accomplish each portion of the work in this study. NCTCOG will maintain the right to request the removal of any personnel found, in its opinion, during the course of work on this project, to be unqualified to perform the work.

## QUESTIONS AND ANSWERS

All questions regarding the RFP shall be directed in writing via the Bidnet Direct by Sovra ("Bidnet Direct") Platform and via e-mail to [TransRFPS@nctcog.org](mailto:TransRFPS@nctcog.org) by the close of business on **Friday, December 19, 2025**. All questions and responses will be posted on Bidnet Direct <https://www.bidnetdirect.com/texas/nctcog> and [www.nctcog.org](http://www.nctcog.org) by the close of business on **Monday, December 22, 2025**. NCTCOG reserves the right to respond to inquiries as it deems necessary.

## OVERALL PROCUREMENT SCHEDULE

This RFP shall be used to accept, review, and score proposals based on the following schedule with the intent of awarding a firm-fixed price contract. The following represents the schedule of procurement activities leading to contract award:

Issue Request for Proposals	December 12, 2025
Last Day to Submit Questions	December 19, 2025
NCTCOG Q&A Posted to Website	December 22, 2025
Proposals Due & Proposal Public Opening	<del>January 9</del> <a href="#">January 16</a> , 2026
Consultant Selection Committee	week of <del>January 19</del> <a href="#">January 26</a> , 2026
Interviews (if needed)	week of <del>January 26</del> <a href="#">February 2</a> , 2026
NCTCOG Committee Approval	March 26, 2026
Execute Contracts	Late March 2026

NCTCOG reserves the right to make changes to the above-mentioned schedule. All such changes shall be made by an amendment to the RFP and shall be posted on Bidnet Direct. It is the responsibility of the consultant to frequently check Bidnet Direct for information concerning amendments to the RFP.

\*Public opening of the proposals will be done via TEAMS on **Friday, ~~January 9~~ [January 16](#), 2026**.

A link to the TEAMS meeting is below.

**Microsoft Teams**

[Join the meeting now](#)

Meeting ID: 240 193 675 228 48

Passcode: 2hK9Eg7F

**Dial in by phone**

[+1 903-508-4574,,176061642#](#) United States, Tyler

[Find a local number](#)

Phone conference ID: 176 061 642#

## INSTRUCTIONS FOR PROPOSALS OTHER SERVICES

The Sample Contract provided with this Request for Proposals contains federal requirements which must be included with Proposals. The appendices contain compliance requirements and certification forms which must accompany the Proposals. **Failure to comply with the requirements may result in finding the proposal to be nonresponsive.**

Additional information is provided below:

1. Proposers may submit one in-hand hard copy or one in-hand flash drive of the proposal to Kevin Kokes, Program Manager, Land Use and Mobility Options, North Central Texas Council of Governments, 616 Six Flags Drive, Arlington, Texas 76011. Flash drives should contain one file preferably with indexed sections. Flash drives that are unreadable or contain corrupt files will be considered non-responsive. **Proposals must be received no later than 5:00 p.m., Central Time, on Friday, ~~January 9~~ January 16, 2026.** Proposals received after that time will not be considered and will be returned to the proposer unopened. The in-hand submittal will count as the official submittal. In addition to the in-hand submittal, as NCTCOG is testing a new e-procurement system, NCTCOG will be releasing this RFP through the Bidnet Direct system and will accept electronic submissions through the system. A Bidnet Direct link will be included when the RFP is published. Proposers are encouraged to submit a courtesy response in Bidnet Direct to help familiarize themselves and NCTCOG staff with the system. If only a Bidnet Direct submittal is received, it will **not** be evaluated. The Request for Proposals will be available at [www.nctcog.org/rfp](http://www.nctcog.org/rfp) by the close of business on **Friday, December 12, 2025.**
2. The proposal should address the criteria identified in the Request for Proposals that will be used for consultant selection. Proposals should be printed double-sided and include a footer containing consultant firm name, page number, and total pages in the proposal. (e.g., Planning firm name page 1 of 15). A single statement of qualifications may be submitted if proposing to conduct more than one training series topic.

Proposals should include, at a minimum, the following information.

- **Cover Letter (2-page limit)** – Provide name and address of the firm(s); the primary contact person name, phone number, and email address; the training topic(s) proposed to be facilitated; and a brief overview of the qualifications and experience of the proposed session instructor(s).
- **Consultant Qualifications (6-page limit)** – This section should identify the background and experience of the consulting firm(s) and individual instructors
  - Identify the specific instructor(s) to facilitate the training topic(s) being proposed and their qualifications, including any special training or certifications, prior experience facilitating related training sessions, and any direct involvement or role in the development of the guide(s) associated with the training topic.
  - For submittals for Safe Routes to School training, provide an overview of relevant background and experience for the proposed instructor(s) related to the training topic(s). Describe the instructor(s) involvement and specific



role in the development and review of the design guides, SRTS plans, core materials, or SRTS project implementation.

- **Outline for Training Session (2-page limit per session topic)** – Provide a general outline for the training session being proposed, including any facilitated group exercises. For example, if submitting qualifications for the Safe Routes to School training session, examples of content the training may include such as:
    - Basic principles of Safe Routes to School (history, why it is important, the 5 E's)
    - SRTS action plans, school travel plans, and SRTS master plans
    - Walking audits
    - Engineering strategies
    - Engaging stakeholders
    - Institutionalizing SRTS initiatives through policies, plans, and practices
    - Prioritizing schools and projects
    - SRTS project implementation
  - **References (1-page limit per topic)** – Provide examples of related previously conducted training events including the date and location, and the client's primary contact name, phone number, and email address. If submitting qualifications to facilitate more than one training topic, provide relevant reference information for each topic.
  - **Budget** – Provide itemized anticipated costs to conduct each proposed training topic (anticipate three one-day sessions on consecutive days per topic) including number of instructors, hourly billing rates per instructor, profit, overhead rate, and any anticipated travel expenses. Proposers may anticipate a reasonable amount of preparation labor time to update existing training presentation materials based on feedback from NCTCOG staff about desired training focus areas/content of relevant design guides and/or planning for group exercises.
  - **Example Materials from Previous Training Session (no page limit)** – Provide example of presentation materials and handouts used by the proposed instructor(s) in previously conducted training for the topic(s). If submitting qualifications to facilitate more than one topic, provide example presentation materials for each topic.
3. The NCTCOG Executive Board encourages the use of local firms. However, all proposals, regardless of firm locale, will be evaluated using the consultant selection criteria contained in the Request for Proposals.
  4. A consultant selection committee will review the proposals and select a firm it considers qualified to undertake the project. The selection of the proposal will be based on the technical proposal and/or interviews but will be subject to negotiation of conditions of cost satisfactory to NCTCOG. NCTCOG reserves the right to reject any or all proposals and to contract for any or all portions of the project with the selected consultant.
  5. The Texas Legislature has adopted House Bill 1295. In short, the law states a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties (Form 1295) to our agency at the time of a signed contract. As part of contract development, the

consultant will be asked to complete the disclosure of interested parties electronically and submit through the Texas Ethics Commission website. NCTCOG will provide a specific contract number associated with the award for inclusion in the submittal. Once submitted, the consultant will be requested to return an e-mail confirmation of submittal to NCTCOG.

For more information about the process, please visit the following website for a Frequently Asked Questions:

[https://www.ethics.state.tx.us/resources/FAQs/FAQ\\_Form1295.php](https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php)

- 6 Procurement information shall be a 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. If a proposal contains information that the proposer considers proprietary and does not want disclosed to the public or used for any purpose other than the evaluation of the offer, all such information must be indicated with the following suggested language:

*The information contained on pages \_\_\_\_\_ shall not be duplicated used in whole or in part, for any purpose other than to evaluate the proposal; provided that if a contract is awarded to this office as a result of or in connection with the submission of such information, NCTCOG has the right to duplicate, use or disclose this information to the extent provided in the contract.*

7. Conflict of Interest Disclosure Requirement

Pursuant to Chapter 176 of the Local Government Code, any person or agent of a person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity (i.e. NCTCOG) must disclose in Bidnet Direct the person's affiliation or business relationship that might cause a conflict of interest with the local governmental entity. Included in the submittal documents is a statement to help entities identify any potential conflicts of interest that must be disclosed.

If you have any questions about compliance, please consult your own legal counsel. Compliance is the individual responsibility of each person or agent of a person who is subject to the filing requirement. An offense under Chapter 176 is a Class C misdemeanor.

## CONTRACT

STATE OF TEXAS

COUNTY OF TARRANT

The **NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS**, acting through Todd Little, its duly authorized Executive Director, the foregoing party being hereinafter referred to as **NCTCOG**, and **<<insert legal name>>** the latter party being referred to hereinafter as **CONSULTANT**, hereby make and enter the following Contract.

### ARTICLE I

#### COVENANT

The **CONSULTANT** covenants and agrees to perform the technical and professional work for completion of the **<<insert project name>>** as a part of the Unified Planning Work Program for Regional Transportation Planning in North Central Texas. The work to be performed under this Contract is described in detail in the Scope of Services in Appendix A of this Contract. Such work shall be performed in accordance with the terms of this Contract and for the consideration stated herein. The **CONSULTANT** covenants and agrees to perform this work and assures that the work will be performed with the standard of care customary to the **CONSULTANT'S** profession and according to the schedule referenced in Article IV.

The **CONSULTANT** also agrees to submit the deliverables described in Appendix A. To conduct the work and prepare all of the various maps, reports, and data required as part of the work, the **CONSULTANT** agrees to furnish and supervise such personnel as are required to accomplish the work set forth in Appendix A.

## ARTICLE II

### SCOPE OF SERVICES

Pursuant to the professional standard of care set forth under Article I, the **CONSULTANT** shall perform and carry out in a manner satisfactory to **NCTCOG** all services necessary to accomplish the work and provide the products described in the Scope of Services in Appendix A. The Scope of Services shall be performed by the **CONSULTANT** within the schedule defined by **NCTCOG**.

The **CONSULTANT** shall utilize the specific subconsultants identified in Appendix B to perform assigned work. If the **CONSULTANT** wishes to terminate a subconsultant, the **CONSULTANT** shall obtain **NCTCOG'S** written prior approval. Unless the **CONSULTANT** has obtained **NCTCOG'S** prior written approval, the **CONSULTANT** shall not be entitled to payment for work unless it is performed or supplied by the listed subcontractor. This requirement applies to instances that include, but are not limited to, when **CONSULTANT** seeks to perform work originally designated for a subcontractor identified in Appendix B with its own work force, or a reduction or underrun in work listed for a subcontractor not caused by a material change to the prime contract by **NCTCOG**. If the **CONSULTANT** needs to terminate a subcontractor, consistent with this section, the **CONSULTANT** shall send notice to the subcontractor, with a concurrent copy to **NCTCOG** at [TransRFPs@nctcog.org](mailto:TransRFPs@nctcog.org), of its intent to request termination and the reason for the request. This notice shall give the subcontractor **five (5)** days to respond, identifying any objections to the proposed termination and why **NCTCOG** should not approve the **CONSULTANT'S** request.

### ARTICLE III

#### ADDITIONAL PROVISIONS

All maps, data, reports, research documentation, graphic presentation materials, etc., prepared by the **CONSULTANT** as part of the work under this Contract shall become the property of **NCTCOG** upon completion of this Contract or any phase thereof or, in the event of termination under Article X hereof, at the time of payment in accordance with Article X.

All reports published by the **CONSULTANT** shall contain a prominent credit reference and disclaimer:

“Prepared in cooperation with the Regional Transportation Council, **NCTCOG**, and the Federal Highway Administration

“The contents of this report reflect the views of the authors who are responsible for the opinions, findings, and conclusions presented herein. The contents do not necessarily reflect the views or policies of the Regional Transportation Council, **NCTCOG**, the Federal Highway Administration.”

Upon completion or termination of this Contract, all deliverables prepared by the **CONSULTANT** shall be delivered to and become the property of **NCTCOG**. All such documents, photographs, calculations, programs, equipment, and other data prepared or used under this Contract shall be used by **NCTCOG** and **NCTCOG’S** funding partners without restriction or limitation of further use. Any modification or use of such documents for any other purpose than for which they were created under this Contract shall be at **NCTCOG’S** sole risk and without liability to the **CONSULTANT**.

The **CONSULTANT** shall not assign any interest in this Contract nor delegate the performance of any of its duties hereunder without the prior written consent of **NCTCOG**, and any attempted assignment or delegation without prior written consent of **NCTCOG** shall be void.

The **CONSULTANT** shall provide to **NCTCOG** a monthly invoice including a written progress report for the preceding calendar month's work. Each Progress Report shall briefly describe the work accomplished, problems arising, proposed remedies for those problems, deliverables completed, the status of the budget for each task, the percent of project completion for each task, and the status of the schedule for the project.

The parties hereto may, as necessary, change the scope of services, time of performance, **CONSULTANT'S** compensation, or any other provision of this Contract only by written amendment approved by **NCTCOG** and the **CONSULTANT**. The **CONSULTANT** shall notify **NCTCOG** verbally and in writing immediately when the **CONSULTANT** anticipates that **seventy-five percent (75%)** of the funds provided for this Contract have been expended.

A regular employee of the **CONSULTANT** shall be assigned the responsibility for the performance of work under this Contract and designated as the **CONSULTANT'S** project manager. **CONSULTANT** shall not change project managers or other key personnel without prior written consent of **NCTCOG**. Key personnel are to be defined solely within the discretion of **NCTCOG**.

#### **ARTICLE IV**

##### **TIME OF PERFORMANCE**

The **CONSULTANT** agrees to commence work on this project within **fifteen (15)** days of execution of the Contract. All work under the Contract shall be completed on or by **<<insert date>>**.

## ARTICLE V

### ALLOWABLE COST

The total cost to **NCTCOG** for performance of the work under this Contract shall not exceed **<<insert written amount (\$amount)>>** and the **CONSULTANT** agrees to perform the work specified in Appendix A and all other obligations under this Contract for no more than this cost. **NCTCOG** shall not be obligated to pay the **CONSULTANT** any costs in excess of this amount and the **CONSULTANT** shall not be obligated to perform any services specified in Appendix A in excess of this amount except as amended in accordance with Article III. Budgets between tasks and line items can be modified without an amendment to the Contract, so long as the modifications do not revise the total Contract amount stated herein. The expenses and rates in Appendix B may be amended from time to time if approved in advance in writing by **NCTCOG**. Any compensation due to the **CONSULTANT** for performance of this Contract must be approved in accordance with Articles V and VI of this Contract. There shall be no obligation whatsoever to pay for performance of this Contract from the monies of **NCTCOG**, except funding specifically obligated for this Contract.

The **CONSULTANT** shall be paid allowable costs as outlined in the Contract Cost Estimate included in Appendix B, for the performance of work under this Contract. Allowable costs are the direct, indirect costs, and fixed fee/profit incurred in or allocable to the performance of the services under this Contract and are the type of charges that would be allowable under 2 Code of Federal Regulations (CFR) 200, "Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

1. Direct Costs

- a. Personnel. The **CONSULTANT** shall be reimbursed for the services of personnel working on this project for the time such personnel work on those projects. The reimbursement for personnel shall be the salary of record paid to said personnel by the **CONSULTANT** during the time of their performance on this Contract. Total reimbursement for personnel expenses may be limited to estimated direct labor budgets identified in Appendix B.
  
- b. Travel Expenses and Subsistence. The **CONSULTANT** shall be paid the actual cost incurred by personnel working on this project for travel expenses and subsistence that are certified as being correct and necessary for and directly associated with performance of this Contract not to exceed travel and subsistence rates published by the United States General Service Administration (GSA). Transportation costs shall be reimbursed at the lowest reasonable available fare, but in no case more than coach class or comparable fare. Transportation by private automobile shall be reimbursed at the rate determined by the Internal Revenue Service regulations. The actual costs for meals and lodging shall be reimbursed at a rate not to exceed the maximum GSA per diem rates for a specified duty point. Gratuities and incidentals are not eligible for reimbursement. Rental car expenses shall be reimbursed at actual cost of compact car. Total reimbursement of travel expenses under this Contract may be limited to estimated travel budgets identified in Appendix B.
  
- c. Other Direct Costs. The **CONSULTANT** shall be reimbursed for the actual amount of other costs or expenses incurred and certified as directly related to and necessary for performance of this Contract. Total reimbursement for direct costs may be limited to



estimated direct cost budgets identified in Appendix B. The **CONSULTANT** shall notify **NCTCOG** in writing of any changes in auditable direct costs.

- d. Subcontractors. The **CONSULTANT** shall be reimbursed for the costs and fees charged to the **CONSULTANT** by subcontractors for work on this project. Only costs for those subcontractors shown in Appendix B shall be eligible for reimbursement, and reimbursements for subcontractor costs shall not exceed the amounts shown in Appendix B. The subcontractors and associated costs in Appendix B may be amended if approved in advance in writing by **NCTCOG**. Subcontractor costs to be reimbursed are limited by the provisions in this Contract applying to allowable costs incurred by the **CONSULTANT**.

2. Indirect Costs/Overhead

The **CONSULTANT** shall be reimbursed for indirect expenses, overhead, and personnel benefits at the rates shown in Appendix B.

3. Fixed Fee/Profit

The **CONSULTANT** shall be reimbursed for the fixed fee or profit negotiated for the **CONSULTANT** and subcontractors not to exceed <<insert total profit amount (\$amount)>>. This profit is included in the total cost detailed above.

## ARTICLE VI

### PAYMENTS

For the performance of this Contract, **NCTCOG** shall pay the **CONSULTANT** allowable costs in accordance with the terms and conditions set forth in Article V above and as certified by the

**CONSULTANT** in monthly invoices. The **CONSULTANT** shall submit monthly invoices for all expenses incurred during the preceding month. Documentation for all claimed expenses shall accompany all invoices. Documentation includes, but is not limited to, labor summary reports, receipts, vendor invoices, expense reports, and other documentation deemed necessary by **NCTCOG**.

**NCTCOG** shall pay the **CONSULTANT** the amount of costs claimed and certified on each invoice, subject to approval of claimed costs by **NCTCOG** less **ten (10%)** percent retainage up to **<<insert written retainage amount (\$amount)>>**. The **CONSULTANT** shall return retainage payments to each subcontractor within ten (10) days after the subcontractor's work is satisfactorily completed and **NCTCOG** has released that portion of retainage related to subcontractor's work to the **CONSULTANT**. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval of **NCTCOG**. This clause applies to both DBE and non-DBE subcontracts. The **CONSULTANT** may request interim release of retainage to comply with the above provision. Unless there is a bona fide dispute, payment shall be made within **forty-five (45)** days of receipt of a complete invoice provided all deliverables are received. **CONSULTANT** shall pay subcontractors the appropriate share of the payment no later than **ten (10)** days after receiving payment from **NCTCOG**. When the project has been completed to the satisfaction of **NCTCOG**, the **CONSULTANT** shall submit an invoice clearly labeled "Final Invoice" and claiming any remaining allowable costs and the retainage amount specified above. Retainage shall be paid at the conclusion of the Contract and is subject to conduct and completion of the project to the satisfaction of **NCTCOG**. Payment of the retainage shall not be unreasonably withheld.

## ARTICLE VII

### RECORDS

The **CONSULTANT** and its subcontractors shall maintain complete and accurate records of allowable costs incurred under this Contract and shall make such materials available at its office during the period covered and for **seven (7)** years from the date of final payment under the Contract. Such materials shall be made available during the specified period for inspection by **NCTCOG**, **NCTCOG'S** funding partners, and any of their authorized representatives for the purpose of making audits, examinations, excerpts, and transcriptions. All such records shall be maintained on a generally accepted accounting basis and shall be clearly identified and readily accessible. **NCTCOG** may request the **CONSULTANT** to maintain records for a period other than identified above.

## ARTICLE VIII

### FUNDING AGENCY REQUIREMENTS

- A. Audit and Inspection of Records. The **CONSULTANT** shall permit the authorized representatives of **NCTCOG**, **NCTCOG'S** funding partners, and their designees to inspect and audit all data records of the **CONSULTANT** and its subcontractors relating to work performed under the Contract until the expiration of **seven (7)** years after final payment and resolution of audit under this Contract. The **CONSULTANT** shall transmit this data to **NCTCOG** upon request. The **CONSULTANT** further agrees to include in all subcontracts hereunder a provision to the effect that the subcontractor agrees that **NCTCOG**, **NCTCOG'S** funding partners or any of their duly authorized representatives shall, until the expiration of **seven (7)** years after final payment and resolution of audit under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and

records of subcontractor, involving transactions related to the subcontractor. The subcontractor shall transmit all data records to **NCTCOG** upon request. The term "subcontract" as used in this clause excludes (1) purchase orders not exceeding **ten thousand dollars (\$10,000)** and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

The **CONSULTANT** shall be responsible for any funds determined to be ineligible for reimbursement under this Contract and shall reimburse **NCTCOG** the amount of such funds previously provided to it by **NCTCOG**.

- B. Inspection of Work. **NCTCOG**, **NCTCOG'S** funding partners, and any authorized representative thereof, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed.

If any inspection or evaluation is made on the premises of the **CONSULTANT** or its subcontractor, the **CONSULTANT** shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

- C. Interest of Members of Congress. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Contract or to any benefit arising therefrom.

- D. Interest of Public Officials. No member, officer, or employee of the public body or of a local public body during their tenure or for one year thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof.
- E. Noncollusion. The **CONSULTANT** 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 Contract, 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 Contract. If the **CONSULTANT** breaches or violates this warranty, **NCTCOG** shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, gift, or contingent fee.
- F. Gratuities. Any person doing business with or who, reasonably speaking, may do business with **NCTCOG** under this Contract may not make any offer of benefits, gifts, or favors to employees of **NCTCOG**, **NCTCOG'S** funding partners or representatives of **NCTCOG'S** committees or Boards. Failure on the part of the **CONSULTANT** to adhere to this policy may result in termination of this Contract.
- G. Nondiscrimination on the Basis of Disability. The **CONSULTANT** agrees that no otherwise qualified disabled person shall, solely by reason of their disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under the project. The **CONSULTANT** 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.

H. Control of Drug Use. The **CONSULTANT** agrees to comply with the terms of the Federal Transit Administration regulation, "Prevention of Alcohol Misuse and Prohibiting Drug Use in Transit Operations" set forth in 49 CFR Part 655. The **CONSULTANT** agrees to maintain a drug-free workplace and ensure all subcontractors comply with the terms set forth in the previous regulation. At a minimum the drug-free workplace policy shall include notification of prohibited activities relating to drugs, notification of requirement to abide by policy as a condition of employment, and drug disclosure requirements.

I. Disadvantaged Business Enterprise. It is the policy of the U.S. Department of Transportation (USDOT) that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 Subpart A, shall have the maximum opportunity to participate in the performance of Contracts financed in whole or part with federal funds. Consequently, the Disadvantaged Business Enterprises requirements of 49 CFR Part 26, exclusive of Subpart D, apply to this Contract. Under this Contract, **NCTCOG** and its subcontractors agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 Subpart A, have the maximum opportunity to participate in the performance of Contracts and subcontracts financed in whole or in part with federal funds. In this regard, **NCTCOG** and its subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26, exclusive of Subpart D, to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. **NCTCOG** and its subcontractor(s) 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.DOT-assisted contracts. Failure by the **CONSULTANT** to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include but is not limited to withholding monthly progress payments; assessing sanctions; liquidated damages; and/or disqualifying the contractor from future bidding as non-responsible.

- J. Compliance with Non-Discrimination Laws and Regulations. During the performance of this Contract, the **CONSULTANT**, for itself, its assignees, and successors agrees to comply with all applicable laws and regulations relative to nondiscrimination in federally assisted programs of the U.S. Department of Transportation, including, but not limited to the following: Title VI of the Civil Rights Act of 1964; 23 USC 140; Rehabilitation Act of 1973 (29 USC 794); Age Discrimination Act of 1975 (42 USC 6102); Americans with Disabilities Act of 1990 (42 USC 12132); 41 CFR Part 60; 49 CFR Parts 21, 26, and 27; and 23 Parts 200, 230, and 633. Compliance with these laws and regulations shall be accomplished in the manner more particularly set out hereinafter in Appendix C of this Contract.
- K. Substitution of Subcontractors. **NCTCOG** must approve all substitutions of subcontracts and will determine if the Disadvantaged Business Enterprise percentage goal will be decreased by substituting a majority Contractor for a disadvantaged business contractor. Contractors added after the initial execution of this Contract shall be procured in a fair and competitive manner.

- L. Disputes and Remedies. Should disputes arise concerning the Scope of Services or additional agreed upon work to be performed under this Contract, the **CONSULTANT** and **NCTCOG** shall negotiate in good faith toward resolving such disputes. **NCTCOG** shall be responsible to its funding agencies for the settlement of all contractual and administrative issues arising out of procurement entered into in support of the Unified Planning Work Program. Violation or breach of Contract terms by the **CONSULTANT** may be grounds for termination and should **NCTCOG** terminate the Contract due to a breach by the **CONSULTANT**, any direct increased costs arising from the termination shall be paid by the **CONSULTANT**.
- M. Copyrights. Except as otherwise provided in the terms and conditions of the Contract, **NCTCOG** is free to copyright any books, publications, or other copyrightable materials developed in the course of or under a federal Agreement. Except as otherwise provided in the terms and conditions of the Contract, the funding agency shall reserve a royalty-free nonexclusive and irrevocable right to produce, publish, or otherwise use, and to authorize others to use, the work for government purposes.
- N. Subcontracts. The **CONSULTANT** is required to perform all work except specialized services or other tasks specifically exempted in the Contract, except that governmental recipients of 23 U.S.C. 104(f) or 402 funds may subcontract as necessary to accomplish approved work program activities. All subcontracts exceeding **ten thousand dollars (\$10,000)** in cost shall contain all required provisions of the prime contract.



- O. Federal, Funding Agency, and State Requirements. The **CONSULTANT** shall comply with provisions detailed in Appendix C, D, E, F, and G. Where applicable, the **CONSULTANT** shall incorporate required provisions in any subcontract entered into as part of this Contract.
- P. Internal Compliance Program. **NCTCOG** has adopted an Internal Compliance Program to prevent waste, fraud, or abuse. Contractors, agents, and volunteers can report suspected waste, fraud, or abuse at: <https://www.nctcog.org/agency-administration/compliance-portal>. Additional information regarding the Internal Compliance Program is available at the previous web address.

## ARTICLE IX

### INDEMNIFICATION

The **CONSULTANT** covenants and agrees to indemnify and hold harmless and does hereby indemnify and hold harmless **NCTCOG**, its officers and employees, from and against suits or claims for damages or injuries, including death, to persons or property, to the extent caused by a negligent act or omission on the part of the **CONSULTANT**, its officers, agents, servants, employees, or subcontractors, and the **CONSULTANT** does hereby assume all liability for injuries, claims or suits for damages to persons or property, occurring during or arising out of the performance of this Contract to the extent caused by a negligent act or omission on the part of the **CONSULTANT**, its officers, agents, servants, employees, or subcontractors to the extent permitted by law.

## ARTICLE X

### TERMINATION OF CONTRACT

**NCTCOG** may terminate this Contract, or any portion of it, by serving at least a **thirty-day (30)** notice of termination on the **CONSULTANT** which shall be effective on the date of the receipt of the notice of termination. The notice shall state whether the termination is for convenience of **NCTCOG** or for default of the **CONSULTANT**. If the termination is for default, the notice shall state the manner in which the **CONSULTANT** has failed to perform the requirements of the Contract. The **CONSULTANT** shall account for and return to **NCTCOG** any property in its possession paid for from funds received from **NCTCOG**, or property supplied to the **CONSULTANT** by **NCTCOG**. The **CONSULTANT** shall promptly submit its termination claim for reimbursement to **NCTCOG**, and the parties shall negotiate the termination settlement to be paid. If the termination is for the convenience of **NCTCOG**, the **CONSULTANT** shall be paid its costs up to the time of notice to stop work, reasonable contract close-out costs, and a pro rata portion of the fee which reasonably reflects the quantity and quality of work performed up to the time of termination. If, after serving a notice of termination for default, **NCTCOG** determines that the **CONSULTANT** has an excusable reason for not performing, such as a strike, fire, flood, events which are not the fault of and are beyond the control of the **CONSULTANT**, **NCTCOG**, after setting up a new work schedule, may allow the **CONSULTANT** to work, or treat the termination as a termination for convenience.

## ARTICLE XI

### LEGAL CONSTRUCTION

In case any one or more of the provisions contained in this Contract shall for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability

shall not affect any other provisions thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

## **ARTICLE XII**

### **VENUE**

Venue and jurisdiction of any suit, right, or cause of action arising under or in connection with this Contract shall lie exclusively in Tarrant County, Texas.

## **APPENDICES**

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

**Appendix A:** Scope of Services

**Appendix B:** Budget

**Appendix C:** Title VI Assurances

**Appendix D:** Purposefully Excluded

**Appendix E:** Required 2 CFR 200 Clauses Certification

**Appendix F:** Required State Clause Certification

**Appendix G:** Flowdown Provisions from the Federal Highway Administration

**IN WITNESS WHEREOF**, the parties hereto have executed this Contract. This Contract becomes effective on the day the last Party signs.

**NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS**

\_\_\_\_\_  
Todd Little, Executive Director

\_\_\_\_\_  
Date

**<<insert consultant name>>**

\_\_\_\_\_  
**<<Signatory Authority, Title>>**

\_\_\_\_\_  
Date

## **APPENDIX A**

### **SCOPE OF SERVICES**

## **APPENDIX B**

### **BUDGET**

## **APPENDIX C**

### **TITLE VI ASSURANCES**

During the performance of this Contract, the consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the “Consultant”) agrees as follows:

1. Compliance with Regulations. The **CONSULTANT** shall comply with applicable laws and regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, including, but not limited to Title VI of the Civil Rights Act of 1964; 23 USC 140; Rehabilitation Act of 1973 (29 USC 794); Age Discrimination Act of 1975 (42 USC 6102); Americans with Disabilities Act of 1990 (42 USC 12132); 41 CFR Part 60; 49 CFR Parts 21, 26, and 27; and 23 Parts 200, 230, and 633 as they may be amended from time to time.
2. Nondiscrimination. The **CONSULTANT**, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, religion, sex, and national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The **CONSULTANT** shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Part 21 and Title VI of the Civil Rights Act of 1964, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontractors, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the **CONSULTANT** for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the **CONSULTANT** of the **CONSULTANT’S** obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, religion, sex, and national origin .
4. Information and Reports. The **CONSULTANT** shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by **NCTCOG** or **NCTCOG’S** funding

partners to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the **CONSULTANT** is in the exclusive possession of another who fails or refuses to furnish this information, the **CONSULTANT** shall so certify to **NCTCOG** or **NCTCOG'S** funding partners as appropriate and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of the **CONSULTANT'S** noncompliance with the nondiscrimination provisions of this Contract, **NCTCOG** shall impose such Contract sanctions as it or **NCTCOG'S** funding partners may determine to be appropriate, including, but not limited to: (a) withholding of payments to the **CONSULTANT** under the Contract until the **CONSULTANT** complies; and/or (b) cancellation, termination, or suspension of the Contract, in whole or in part.

6. Incorporation of Provisions. The **CONSULTANT** shall include the provisions of the above paragraphs of this section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The **CONSULTANT** shall take such action with respect to any subcontract or procurement as **NCTCOG** or **NCTCOG'S** funding partners may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a **CONSULTANT** becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the **CONSULTANT** may request **NCTCOG** to enter into such litigation to protect the interests of **NCTCOG**, and, in addition, the **CONSULTANT** may request the United States to enter into such litigation to protect the interests of the United States.



**APPENDIX D**  
**Purposefully Excluded**

## **APPENDIX E**

### **REQUIRED 2 CFR 200 CLAUSES**

#### **Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards**

- 1. Equal Employment Opportunity.** **CONSULTANT** shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, sex, religion, age, disability, or genetic information.
- 2. Davis-Bacon Act.** **CONSULTANT** agrees to comply with all applicable provisions of 40 USC § 3141 – 3148.
- 3. Contract Work Hours and Safety Standards.** **CONSULTANT** 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.** **CONSULTANT** 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.** **CONSULTANT** 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.** **CONSULTANT** 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. **CONSULTANT** and its subcontractors shall comply with the special provision “Certification Requirements for Recipients of Grants and Cooperative Agreements Regarding Debarments and Suspensions”. **CONSULTANT** shall certify its compliance through execution of the Contract.
- 7. Restrictions on Lobbying.** **CONSULTANT** agrees to comply with all applicable provisions of 2 CFR §200.450. **CONSULTANT** shall include a statement of compliance with the Lobbying Certification and Disclosure of Lobbying Activities in procurement solicitations exceeding **one hundred thousand dollars (\$100,000)**. Lobbying Certification and Disclosure of Lobbying Activities shall be completed by subcontractors and included in subcontractor contracts, as applicable. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
- 8. Procurement of Recovered Materials.** **CONSULTANT** agrees to comply with all applicable provisions of 2 CFR §200.322.

- 9. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** Pursuant to Public Law 115-232, Section 889, and 2 CFR Part 200, including §200.216 and §200.471, **NCTCOG** is prohibited from using federal funds to procure, contract with entities who use, or extend contracts with entities who use certain telecommunications and video surveillance equipment or services provided by certain Chinese controlled entities. The **CONSULTANT** agrees that it is not providing **NCTCOG** with or using telecommunications or video surveillance equipment and services as prohibited by 2 CFR §200.216 and §200.471 **CONSULTANT** shall certify its compliance through execution of the Contract. The **CONSULTANT** shall pass these requirements down to any of its contractors funded under this Agreement. The **CONSULTANT** shall notify **NCTCOG** if the **CONSULTANT** cannot comply with the prohibition during the performance of this Agreement.
- 10. Domestic Preference.** As appropriate and to the extent consistent with law, the **CONSULTANT** should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Consistent with §200.322, the following items shall be defined as: “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- 11. Termination For Convenience.** The **CONSULTANT** may terminate the agreement for its convenience in whole or in part at any time without cause, upon **thirty (30)** days written notice. Upon termination for convenience, the vendor will be entitled to payment for goods or services satisfactorily performed or delivered.
- 12. Trafficking in Persons.** **CONSULTANT** agrees to comply with all applicable provisions of 2 CFR §175.15. **NCTCOG**, the **CONSULTANT**, and its subcontractors are prohibited from (i) engaging in severe forms of trafficking in persons during the period of time that the award is in effect; (ii) procure a commercial sex act during the period of time that the award is in effect; (iii) use forced labor in the performance of the award or subawards under the award. The Federal award agency may unilaterally terminate the award, without penalty, if the **CONSULTANT** (i) is determined to have violated an applicable prohibition; (ii) has an employee who is determined by the agency officially authorized to terminate the award to have violated an applicable prohibition of this award term. **NCTCOG** must notify the Federal award agency immediately if any information received from the **CONSULTANT** indicates a violation of the applicable prohibitions.
- 13. Whistleblower Protection.** **CONSULTANT** agrees to comply with whistleblower rights and protections under 41 USC 4712 and 2 CFR 200.217. **NCTCOG**, the **CONSULTANT**, and its subcontractors shall not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. **NCTCOG** and the **CONSULTANT** must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712.

**14. Internal Controls.** The **CONSULTANT** agrees to comply with all applicable provisions of 2 CFR 200.303 to establish, document, and maintain effective internal control over the federal award in compliance with federal statutes, regulations, and the terms and conditions of the federal award, including reasonable cybersecurity and other measures to safeguard information.

## **APPENDIX E.1**

### **RESTRICTIONS ON LOBBYING**

Section 319 of Public Law 101-121 prohibits recipients of federal contracts, grants, and loans exceeding **one hundred thousand dollars (\$100,000)** at any tier under a federal contract from using appropriated funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant, or loan. Section 319 also requires each person who requests or receives a federal contract or grant in excess of **one hundred thousand dollars (\$100,000)** to disclose lobbying.

No appropriated funds may be expended by the recipient of a federal contract, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any federal executive department or agency as well as any independent regulatory commission or government corporation, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered federal actions: 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.

As a recipient of a federal grant exceeding **one hundred thousand dollars (\$100,000)**, **NCTCOG** requires its subcontractors of that grant to file a certification, set forth in Appendix E.2 that neither the agency nor its employees have made, or will make, any payment prohibited by the preceding paragraph.

Subcontractors are also required to file with **NCTCOG** a disclosure form, set forth in Appendix E.3, if the subcontractor or its employees have made or have agreed to make any payment using nonappropriated funds (to include profits from any federal action), which would be prohibited if paid for with appropriated funds.

## **APPENDIX E.2**

### **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 **ten thousand dollars (\$10,000)** and not more than **one hundred thousand dollars (\$100,000)** for each such failure.

**CERTIFICATION IS PURPOSEFULLY EXCLUDED AND INCLUDED IN ATTESTATIONS  
ATTACHMENT.**

**Complete this form to disclose lobbying activities pursuant to 31 USC 1352 and email to [TRAgreements@nctcog.org](mailto:TRAgreements@nctcog.org)**

Agreement Number  
Project Name  
Consultant Legal Name

## INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing pursuant to title 31 U.S.C. section 1352. 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 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 a covered Federal 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. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal 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 Federal action.
4. Enter the full name address city, state and zip code of the reporting entity. Include Congressional District if known. 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 Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1.) If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative Agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for Federal 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 Federal agency.) Include prefixes, e.g. "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal 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 Federal 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 Federal officials. Identify the Federal official(s) or employee(s) Contracted or the officer(s), employees, or Member(s) of Congress that were contacted.
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. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

---

Agreement Number  
Project Name  
Consultant Legal Name



**DISCLOSURE OF LOBBYING ACTIVITIES**  
**CONTINUATION SHEET**

Reporting Entity: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

Authorized for Local Reproduction  
Standard Form - LLL-A

---

Agreement Number  
Project Name  
Consultant Legal Name

## **APPENDIX F**

### **REQUIRED STATE CLAUSES CERTIFICATION**

This Contract is subject to the Public Law 115-232, Section 889, And Texas Government Code sections 2271-2276, for required state clauses:

- a. If required to make a certification pursuant to Texas Government Code Section 2271.02, the **CONSULTANT** providing goods and services under this Contract confirms that it does not and will not boycott Israel during the term of this Contract. The **CONSULTANT** shall incorporate required provisions in any subcontract entered into as part of this Contract.
- b. Pursuant to Chapter 2276, Government Code, as enacted by S.B. 13, 87th Legislature, **NCTCOG** is prohibited from using public funds to contract with entities who boycott energy companies. The **CONSULTANT** verifies that it does not discriminate against energy companies and will not discriminate during the term of the contract. The **CONSULTANT** shall incorporate required provisions in any subcontract entered into as part of this Contract.
- c. Pursuant to Chapter 2274, Government Code, as enacted by S.B. 19, 87th Legislature, **NCTCOG** is prohibited from using public funds to contract with entities who discriminate against firearm and ammunition industries. The **CONSULTANT** agrees that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract. The **CONSULTANT** shall incorporate required provisions in any subcontract entered into as part of this Contract.

The entity identified below, through its authorized representative, hereby certifies that no funds under this Contract will be obligated or expended for any of the activities included herein:

**CERTIFICATION IS PURPOSEFULLY EXCLUDED AND INCLUDED AS ATTACHMENT III  
OF THE COMPLIANCE DOCUMENTATION ATTACHMENT.**

## **APPENDIX G**

### **FLOW DOWN PROVISIONS FROM THE FEDERAL HIGHWAY ADMINISTRATION**

#### **1. Civil Rights Compliance**

- a. Compliance with Regulations: The **CONSULTANT** will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this agreement.
- b. Nondiscrimination: The **CONSULTANT**, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The **CONSULTANT** will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- c. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the **CONSULTANT** for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the **CONSULTANT** of obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, sex, or national origin.
- d. Information and Reports: The **CONSULTANT** will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of Provider is in the exclusive possession of another who fails or refuses to furnish this information, Provider will so certify to **NCTCOG**, the Texas Department of Transportation ("the State") or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of the **CONSULTANT'S** noncompliance with the Nondiscrimination provisions of this contract, **NCTCOG** will impose such contract sanctions as it the State or the FHWA may determine to be appropriate, including, but not limited to:
  - i. withholding of payments to **CONSULTANT** under the contract until the Provider complies and/or
  - ii. cancelling, terminating, or suspending of the contract, in whole or in part.
- f. Incorporation of Provisions: **CONSULTANT** will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. **CONSULTANT** will take such action with respect to any subcontract or procurement as **NCTCOG**, the State, or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if **CONSULTANT** becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such

direction, **CONSULTANT** may request the State to enter into such litigation to protect the interests of the State. In addition, **CONSULTANT** may request the United States to enter into such litigation to protect the interests of the United States.

**2. Disadvantaged Business Enterprise Program Requirements**

- a. **CONSULTANT** shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (USDOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Provider shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of USDOT-assisted contracts.
- b. Each sub-award or sub-contract must include the following assurance: *The contractor, sub-recipient, or sub-contractor 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 USDOT-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.*

**3. Pertinent Non-Discrimination Authorities.** During the performance of this Contract **CONSULTANT**, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- b. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- c. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- d. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- e. The Age Discrimination Act of 1975, as amended, (49 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- f. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- g. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).
- h. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private

transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

- i. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- j. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

#### **4. Ineligibility to Receive State Grants or Loans, or Receive Payment on State Contracts**

In accordance with Section 231.006 of the Texas Family Code, a child support obligor who is more than **thirty (30)** days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least **twenty-five (25)** percent is not eligible to:

- a. Receive payments from state funds under a contract to provide property, materials or services; or
- b. Receive a state-funded grant or loan.

By accepting this Contract the **CONSULTANT** certifies they comply with this provision.