



# **North Central Texas Council of Governments**

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

**REQUEST FOR PROPOSALS  
Integration and Support Services for HOV Discount**

**August 22, 2025**

**REQUEST FOR PROPOSALS**  
**FOR**  
**Integration and Support Services for HOV Discount**

**INTRODUCTION**

The North Central Texas Council of Governments (NCTCOG) is requesting written proposals from qualified firms(s) to provide TR-RFP-2025-08-01 - Integration and Support Services for HOV Discount.

**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**

NCTCOG is seeking an individual or firm to provide auto occupancy detection and verification integration and support services for the High Occupancy Vehicle (HOV) discount system in the Dallas-Fort Worth region. NCTCOG has Carma Technology Corporation under contract to provide the HOV toll discount for vehicles traveling in the Dallas-Fort Worth TEXpress Lanes during the weekday peak periods. The GoCarma system shares vehicle occupancy data with the Texas Department of Transportation (TxDOT) and LBJ/NTE Express to verify the number of occupants within the vehicle and provide the toll discount for vehicle with two or more occupants. This RFP will hire an independent firm to provide support services for this integration.

## **PROJECT SUPPORT**

The project will be conducted under the guidance and supervision of a Project Review Committee. The responsibilities of the Project Review Committee will be to serve as the principal technical review committee for this project. NCTCOG shall serve as project manager to implement a mutually agreed upon scope of work, monitor the progress of consultant activities; and serve as a liaison between the consultant and other partners. The selected consultant will enter into a contract with NCTCOG for the agreed upon scope and budget. NCTCOG shall also serve as the contract manager and procurement administrator for the project.

## **SCOPE OF WORK**

The scope of work is summarized by the tasks outlined below. Proposers are encouraged to exercise creativity in responding to the project needs. Assisting NCTCOG in coordination activities to implement High Occupancy Vehicle discount on Managed Lanes in the Dallas Fort Worth region include, but not limited to the following tasks:

### **Task 1: Project Management**

The Consultant will conduct one project kick-off meeting with NCTCOG to review the project scope, schedule, deliverables, and project objectives. Throughout the study, the Consultant will attend virtual monthly meetings with partner agencies (up to ten) and in-person meetings as requested (up to three).

The Consultant will submit monthly billing and progress reports to NCTCOG in the required format. Progress reports should include work accomplished and status for each project task; estimated percentage of work completed, and budget spent; work activities anticipated for the following month; and existing or anticipated problems that may affect the budget, schedule or work products of the study.

The Consultant will perform all work in accordance with NCTCOG's latest practices, criteria, specifications, policies, and procedures. Within 30 working days of completion of the project, all project-related electronic files [e.g., Microsoft Office, Geographic Information System (GIS), software programs, artificial intelligence programs] must be furnished to NCTCOG in an electronic format acceptable to NCTCOG.

*Electronic Deliverables:*

- Project kick-off meeting minutes
- Briefing agendas and summaries documenting items discussed, decisions, and action items
- Monthly invoices and progress reports
- Project-related electronic files
- QA/QC documentation, if requested

**Task 2: Update and Maintain Interface Control Document**

The Consultant will work with GoCarma, TxDOT, LBJ/NTE Express, North Texas Tollway Authority (NTTA) and NCTCOG to update and maintain the Interface Control Document (ICD) as needed. The purpose of this document is to describe the interfaces between a Service Provider, a Subscriber, and GoCarma for purposes of vehicle occupancy declaration in the Dallas-Fort Worth region high-occupancy vehicle (HOV) lanes. This document includes both the detailed descriptions of each associated workflow, along with the data interface and the specifics of fields, files, naming conventions, etc., with which each party to integration must comply. A copy of the current ICD is provided in Reference 1.

*Electronic Deliverables:*

- Summaries documenting discussions, decisions and action items related to ICD
- Updated versions of ICD should be completed within 1 month from the requested date.

**Task 3: Provide Monthly Reconciliation Summary Report**

The consultant will provide high-level review of project performance and operational documentation of Auto Occupancy Detection Technology project. Review GoCarma, LBJ/NTE/NTE 35W GoCarma HOV reports and TransCore Occupancy Request spreadsheet provided by GoCarma, TxDOT and TransCore. Analyze the HOV Occupancy request and response counts for accuracy through the Vendor-Carma communication process and provide a summary of the counts. Below is a sample of the summary of the counts in Table 1. Figures 1 and 2 below provide additional details on Occupancy Request/Received details to include in monthly summaries.

*Electronic Deliverables:*

- Monthly Reconciliation Summary Report

- Distribute monthly Reconciliation Summary Report to GoCarma, LBJ/NTE Partners, TransCore, TxDOT and NCTCOG.

	LBJ/NTE	TxDOT/TC	Operator Totals	Carma Totals	% Delta
<b>Total Requests</b>	75,380	43,978	119,358	120,022	<b>0.55%</b>
<b>Total HOV</b>	32,584	14,895	47,479	47,774	0.62%
<b>Total SOV</b>	42,796	29,083	71,879	72,248	0.51%
<b>Total Forced</b>	0	0	0	N/A	N/A

Table 1 - Occupancy Request Counts by Operator and Carma

January 2025	TransCore January 2025								
	Corridor	TC Total	TC HOV	TC SOV	Forced	Carma Tot.	Carma HOV	Carma SOV	Delta
	DFWC	2,556	731	1,825	0	2,556	731	1,825	0
	IH-30	2,753	751	2,002	0	2,753	751	2,002	0
	IH-35E	19,386	6,641	12,745	0	19,386	6,641	12,745	0
	MTX (114)	6,276	1,816	4,460	0	6,276	1,816	4,460	0
	MTX (183/12)	13,007	4,956	8,051	0	13,007	4,956	8,051	0
	IH-635E (24/7)	0	0	0	0	0	0	0	0
	Totals	43,978	14,895	29,083	0	43,978	14,895	29,083	0
	% of Total Trans.		33.869%	66.131%	0.000%	% of Total	33.869%	66.131%	
	LBJ & NTE January 2025								
	Corridor	LBJ Totals	LBJ HOV	LBJ SOV	Forced	Carma Tot.	Carma HOV	Carma SOV	Delta
	LBJ	20,541	8,272	12,269	0	20,909	8,429	12,480	-368
	NTE	22,242	9,642	12,600	0	22,501	9,759	12,742	-259
	35W	32,597	14,670	17,927	0	32,634	14,691	17,943	-37
	Totals	75,380	32,584	42,796	0	76,044	32,879	43,165	-664
	% of Total Trans.		43.226%	56.774%	0.000%	% of Total	43.237%	56.763%	

Figure 1 - Occupancy request details per Operator and Roadway

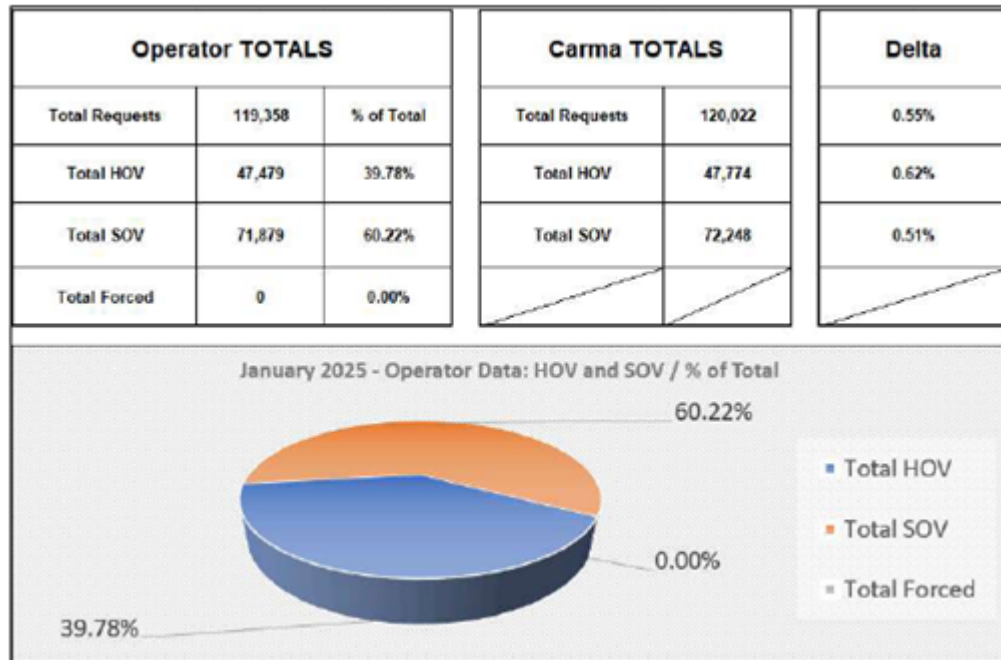


Figure 2 • Occupancy request summary with percentage values per HOV/SOV/Forced

## 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 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 one year, followed by four (4) optional one-year renewals from the date the consultant firm is authorized to proceed. NCTCOG anticipates the contract will begin December 1, 2025.

A budget of approximately three hundred fifteen thousand dollars (\$315,000) is allocated to conduct this project.

## 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. Project Understanding | 30 percent |
| 2. Scope of Services     | 25 percent |

3. Project Manager/Staff Qualifications	20 percent
4. Knowledge of the Dallas/Fort Worth Area	10 percent
5. Firm Qualifications/Consultant References	10 percent
6. Project Schedule	5 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 September 29, 2025**. 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 **2025-09-29 12:01:07** 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 work plan and costs satisfactory to NCTCOG, the consultant 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.

### **DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION**

The Transportation Department has an overall tDisadvantaged Business Enterprise (DBE) participation goal of seventeen percent (17%). Proposers are encouraged to make meaningful good faith efforts towards maximizing DBE participation for this contract.

### **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 **August 29, 2025 16:00:00 CST**. All questions and responses will be posted on Bidnet Direct [www.bidnetdirect.com/texas/nctcog](http://www.bidnetdirect.com/texas/nctcog)

and [www.nctcog.org/rfp](http://www.nctcog.org/rfp) by **September 3, 2025 16:00:00 CST**. 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	2025-08-22
Last Day to Submit Questions	August 29, 2025
NCTCOG Q&A Posted to Website	September 3, 2025
Proposals Due & Public Opening	September 19, 2025 16:00:00 CST
Consultant Selection Committee	September 26, 2025
Interviews (if needed)	week of 2025-09-29 12:01:07
NCTCOG Committee Approval	October 23, 2025
Execute Contracts	December 1, 2025

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 and NCTCOG website at [www.nctcog.org/rfp](http://www.nctcog.org/rfp). 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 **September 19, 2025**. A link to the TEAMS meeting is below.

**Microsoft Teams** [Need help?](#)

[Join the meeting now](#)

Meeting ID: 277 455 536 754

**Dial in by phone**

[+1 903-508-4574](#)

Phone conference ID: 175 105 877#



## INSTRUCTIONS FOR PROPOSALS

### ARCHITECTURAL/ENGINEERING 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 hard copy or one flash drive of the proposal to Natalie Bettger, Senior Program Manager, 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 corrupted files will be considered non-responsive. **Proposals must be received by 5:00 p.m., Friday, September 19, 2025.** 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, NCTCOG is requesting electronic submission of proposal documents to [www.bidnetdirect.com/texas/nctcog](http://www.bidnetdirect.com/texas/nctcog). The Bidnet Direct submittal only will **not** be evaluated.
2. The proposal should address the criteria identified in the Request for Proposals that will be used for consultant selection. Proposals should include, at a minimum, the following information.
  - **Proposal Formatting** – 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 1 of 20).
  - **Cover Letter** -- A brief summary of the key points of the proposal and approach to accomplishing the work. Name and address of the firm, as well as the contact person's name, phone number, and email address should also be included.
  - **Project Understanding** - A general description of the approach to be used in accomplishing the work, including the project organization and management plan. Senior personnel who will work on the project, including subcontractor personnel, should be identified by name and by role in the project; e.g., project manager, principal in charge, project advisor, etc. The project manager in particular must be specified and a clear indication given as to his/her involvement in the project. If more than one firm will be involved, the proposal should clearly delineate the work to be accomplished by each firm and how the work will be coordinated and managed. Any special requirements or coordination needs should be clearly identified.
  - **Scope of Services and Schedule** - This section should respond to the Request for Proposals task descriptions for the project by describing clearly in detail what and how work in each task will be accomplished, the technical methodology to be used, and the planned work flow and schedule. A description should be included concerning quality control and how this will be maintained and accomplished during the course of this project.

- **Consultant Qualifications** - This section should identify the background and experience of the consulting firm(s) and individuals in similar types of work and the results of that experience, along with up-to-date references (name, current affiliation, and phone number), should be included. Knowledge of the Dallas-Fort Worth area should be specifically indicated.
  - **Compliance Requirements** - The Sample Contract contains compliance requirements and other certification forms which must accompany the Proposal.
3. The NCTCOG Transportation Department maintains a Disadvantaged Business Enterprise (DBE) participation goal on the part of socially and economically disadvantaged individuals in DOT-assisted projects. The specific DBE goal requirement for this procurement is identified in the RFP and is determined by the type of services being procured. **If a proposer is unable to meet the established DBE goal, documentation must be provided to support meaningful good faith efforts.** To facilitate this goal, a list of DBEs is attached for consideration. In the event the proposer is a majority firm and the above stated goal for DBE participation is not met, the prime contractor shall be required to provide justification and documentation for not reaching the goal with disadvantaged subcontractors.
    - a. Joint ventures between majority and disadvantaged contractors are encouraged. Whenever a joint venture involves a disadvantaged firm(s), the proposer shall submit with the proposal the names, scope of work, and the anticipated percentage of work of each proposed DBE subcontractor and joint venture. The Affidavit of Intended Entrepreneurship, is intended for this purpose. NCTCOG shall reserve the right to approve all substitutions of subcontracts.
    - b. For the purposes of this policy, a Disadvantaged Business Enterprise is defined as: A business enterprise that is owned and controlled by one or more socially and/or economically disadvantaged persons. "Owned and controlled" is specified as a business which is (1) a sole proprietorship legitimately owned by an individual who is a disadvantaged person or (2) a partnership or joint venture controlled by disadvantaged persons and in which at least fifty one (51%) percent of the voting interest and fifty one (51%) percent of the beneficial ownership interests legitimately are held by disadvantaged persons. Such persons include individuals who are Women, Black, Hispanic, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, or any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to Section 8(a) of the Small Business Act. **DBE Certificates issued through the Texas Unified Certification Program are required.**
    - c. The contractor shall maintain for three years such records as are necessary to determine compliance with their DBE obligations and shall submit regular reports to enable the North Central Texas Council of Governments to monitor this compliance.
  4. 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.

5. 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.
6. 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)
7. 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 or 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.*

8. 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 Disadvantaged Business Enterprises (DBEs) listed to perform the work for which each is listed unless the **CONSULTANT** obtains **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 DBE. This requirement applies to instances that include, but are not limited to, when **CONSULTANT** seeks to perform work originally designated for a DBE-subcontractor identified in Appendix D.2 with its own work force, or a reduction or underrun in work listed for a DBE not caused by a material change to the prime contract by **NCTCOG**. If the **CONSULTANT** needs to terminate a DBE subcontractor, consistent with this section, the **CONSULTANT** shall send notice to the DBE 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 DBE 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

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Agreement Number

Project Name

Consultant Legal Name

**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 Texas Department of Transportation.”

“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**, and the Texas Department of Transportation.

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.

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Agreement Number  
Project Name  
Consultant Legal Name

**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 Services 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 percent (10%)** 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. **NCTCOG** reserves the right to reduce any profit or other amounts owed commensurate with and to the extent of any failure on the part of the **CONSULTANT** to meet Disadvantaged Business Enterprise (DBE) commitments in Appendix D, without a Contract Amendment revising said commitments. For avoidance of doubt and by way of example, if DBE participation is **ten thousand dollars (\$10,000)** less than participation outlined in Appendix D, **NCTCOG** reserves the right to reduce the **CONSULTANT'S** profit or other amounts owed by **ten thousand dollars (\$10,000)**. 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.

The **CONSULTANT** agrees to maintain a Disadvantaged Business Enterprise commitment throughout the term of this Contract, at a minimum as identified in Appendix D. These Disadvantaged Business Enterprise requirements shall be physically included in any subcontract entered into by the **CONSULTANT**. The **CONSULTANT** shall coordinate Disadvantaged Business Enterprise commitments and work with **NCTCOG** on an annual basis to determine if there are any necessary revisions. Failure to carry out the requirements set forth shall constitute a breach of Contract and may result in termination of the Contract by **NCTCOG** or other such remedy as **NCTCOG** deems appropriate. Profit or other amounts owed under this Contract may be reduced for failure to meet DBE commitments consistent with Article VI.

- 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:** Disadvantaged Business Enterprise

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

**Appendix F:** Required State Clauses Certification

**Appendix G:** Flowdown Provisions from the Texas Department of Transportation

**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  
PURPOSEFULLY EXCLUDED**

## **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, national origin, sex, age, religion, disability, or sexual orientation, 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, national origin, sex, age, religion, or disability.
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

### **INSTRUCTIONS TO PROPOSERS REGARDING THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS DISADVANTAGED BUSINESS ENTERPRISE PROGRAM**

The North Central Texas Council of Governments (NCTCOG) has established a Transportation Department-Wide overall Disadvantaged Business Enterprise (DBE) goal of **seventeen percent (17%)** of the final negotiated Contract amount for participation on the part of socially and economically disadvantaged individuals in USDOT-assisted projects, for procurements initiated by the NCTCOG Transportation Department. Specific DBE goals are established for each procurement, dependent upon the type of services being procured. Failure to carry out the requirements set forth in this program shall constitute a breach of Contract and after notification of the Department of Transportation, may result in termination of the Contract by **NCTCOG** or other such remedy as **NCTCOG** deems appropriate.

**NCTCOG** defines “socially and economically disadvantaged” as persons who are citizens or lawful permanent residents of the United States and who are:

1. Women
2. Black Americans (includes persons having origins in any of the Black racial groups of Africa);
3. Hispanic Americans (includes persons of Mexican, Puerto Rican, Cuban, Central, or South American, or other Spanish or Portuguese culture or origin, regardless of race);
4. Native Americans (includes persons who are American Indians, Eskimos, Aleuts or Native Hawaiians);
5. Asian-Pacific Americans (includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and the Northern Marianas);
6. Asian-Indian Americans (includes persons whose origins are from India, Pakistan, and Bangladesh); or
7. Any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to section 8(a) of the Small Business Act.

A “Disadvantaged Business” means a small business concern,

1. which is at least **fifty-one percent (51%)** owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least **fifty-one percent (51%)** of the stock of which is owned by one or more socially and economically disadvantaged individuals; and
2. whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

A “Small Business Concern” means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto. If a business is not

a small business according to these standards, it is not eligible to participate as a disadvantaged business under 49 CFR Part 26.

In order to receive favorable consideration for this project, proposers are expected to provide assurances, in writing, that at least (number (%) percent) of the Contract amount will go to disadvantaged businesses. This can be done by completing Appendix D.1 of this Appendix and supplying whatever other supplemental information is necessary.

To comply with **NCTCOG'S** DBE requirements, it will be necessary to supply the following:

1. A copy of the DBE's certification from the Texas Unified Certification Program

and

2. Appendix D.2 - Affidavit of Intended Entrepreneurship

## **APPENDIX D.1**

### **COMPLIANCE ASSURANCE**

The undersigned proposer hereby assures that his/her firm is in compliance with the North Central Texas Council of Governments' Disadvantaged Business Enterprise Program and has a goal of (number percent ( % ) ) of the dollar value of this project for disadvantaged business enterprises.

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**APPENDIX D.2**

**AFFIDAVIT OF INTENDED ENTREPRENEURSHIP**

State of \_\_\_\_\_

County of \_\_\_\_\_

Comes now \_\_\_\_\_ of lawful age and being duly sworn upon  
(Name of Individual)

his/her oath states as follows:

1. This affidavit is made for the purpose of complying with the part of the specifications of the North Central Texas Council of Governments' Disadvantaged Business Enterprise (DBE) Program which requires that, (Name of Bidder), \_\_\_\_\_ as a contractor/ vendor bidding on the projects, sets forth the names of certified disadvantaged contractors, subcontractors, and suppliers with whom it will contract if awarded a contract for this project, the area(s) and percent of anticipated work on each listed item; and that it provide a detailed narrative of efforts made to involve certified disadvantaged contractors, subcontractors, and suppliers.
2. That the following list is true and accurate to the best of my knowledge:

Contractor	Area/Scope of Work	Percent of Work
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

3. I certify that \_\_\_\_\_ is\_\_\_ is not\_\_\_ a certified disadvantaged owned business as defined in 49 CFR § 26.5.

4. That I am authorized to make this affidavit in my capacity as \_\_\_\_\_ of this bidder.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_.

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Affiant

\_\_\_\_\_  
Title

Agreement Number  
Project Name  
Consultant Legal Name

## 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 because of race, religion, color, sex, sexual orientation, or national origin.
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 Debarment and Suspensions”.
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 (Appendix E.1) and Disclosure of Lobbying Activities (Appendix E.2 & E.3) 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

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Agreement Number  
Project Name  
Consultant Legal Name

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 AS ATTACHMENT III OF THE COMPLIANCE DOCUMENTATION ATTACHMENT.**

TxDOT  
1-91  
TPFS

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Agreement Number  
Project Name  
Consultant Legal Name

## **APPENDIX F**

### **REQUIRED STATE CLAUSES CERTIFICATION**

The following provisions are mandated by State of Texas Law. Entities that are not able to comply with the following may be ineligible for consideration of Contract award.

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 TEXAS DEPARTMENT OF TRANSPORTATION**

#### **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 Contract.
- 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. To comply with Title VI of the Civil Rights Act of 1964, as amended, 42 USC 2000d, et seq. and its implementing regulation at 28 CFR 42.405(d), the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs.
  - k. 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 percent (25%)** 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.