

CONTRACT

STATE OF TEXAS

COUNTY OF TARRANT

The **NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS**, acting through Mike Eastland, its duly authorized Executive Director, the foregoing party being referred to hereinafter 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**.

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 and **NCTCOG**.”

“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 and **NCTCOG**.”

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 the Uniform Texas Grant Management Standards (TxGMS).

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.

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)>>**. 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 **four (4)** 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 **four (4)** 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 **four (4)** 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 (1)** 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. Debarment/Suspension. **CONSULTANT** certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration. **NCTCOG** is prohibited from making any award or permitting any award to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs. The **CONSULTANT** and its subcontractors shall comply with the special provision "Debarments and Suspension Certification," which is included as Appendix C of this Contract. The **CONSULTANT** must notify **NCTCOG** if the **CONSULTANT**, or any of its subcontractors, become debarred or suspended during the performance of this Contract.
- H. Restrictions on Lobbying. **CONSULTANT** represents and warrants that **NCTCOG'S** payments to **CONSULTANT** and **CONSULTANT'S** receipt of appropriated or other funds under the contract or grant are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code, which restrict lobbying expenditures. **CONSULTANT** agrees to

comply with all applicable provisions of Local Government Code Section 403.1067. See Appendix D.

- I. Subcontracts. The **CONSULTANT** is required to perform all work except specialized services or other tasks specifically exempted in the Contract. All subcontracts exceeding **two hundred fifty thousand dollars (\$250,000)** in cost shall contain all required provisions of the prime contract.

- J. Additional State Requirements. The **CONSULTANT** shall comply with provisions detailed in Appendix E. Where applicable, the **CONSULTANT** shall incorporate required provisions in any subcontract entered into as part of this Contract.

- K. 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: Debarment and Suspension Certification

Appendix D: Restrictions on Lobbying

Appendix E: Required State Clauses Certification

Appendix F: The North Central Texas Council of Governments Conflicts of Interest Disclosure

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

Mike Eastland, Executive Director

Date

<<insert consultant name>>

<<Signatory Authority, Title>>

Date

APPENDIX A

SCOPE OF SERVICES

APPENDIX B

BUDGET

APPENDIX C

DEBARMENT AND SUSPENSION CERTIFICATION

2 CFR Part 180 excludes entities and individuals that the federal government has either debarred or suspended from obtaining federal assistance funds through grants, cooperative Agreements, or third-party contracts. **NCTCOG** has elected to include the requirements of the 2 CFR Part 180 in all third-party contracts for federal funds. A certification process has been established as a means to ensure that debarred, suspended, or voluntarily excluded persons do not participate in a federally assisted project. The inability of a person to provide the required certification will not necessarily result in a denial of participation in a covered transaction. A person that is unable to provide a positive certification as set forth in the Circular may submit a complete explanation attached to the certification. **NCTCOG** will consider the certification and any accompanying explanation in determining whether or not to provide assistance for the project. **Failure to furnish a certification or any explanation may disqualify that person from participating in the project.**

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

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

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

CERTIFICATION INFORMATION

This certification is to be used by contractors pursuant to 2 CFR Part 180 when any of the following occur:

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

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

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

A COPY OF THIS CERTIFICATION IS TO BE FURNISHED TO AUTHORIZED FUNDING AGENCY REPRESENTATIVES UPON REQUEST.

APPENDIX C.1

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

_____ being duly
(Name of Certifying Official)

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

_____, nor its principals
(Name of lower tier participant)
are presently:

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

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

EXCEPTIONS:

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

Signature of Certifying Official

Title

Date of Certification

Form 1734
Rev.10-91
TPFS

Agreement Number
Project Name
Consultant Legal Name

APPENDIX D

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 D.1 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 D.2, 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 D.1

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.

Signature

Title

Agency

Date

TxDOT
1-91
TPFS

Agreement Number
Project Name
Consultant Legal Name

APPENDIX D.2

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See instructions for public burden disclosure)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material charge For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Tier _____ if known Congressional District, if known: _____			5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____		
6. Federal Department Agency: _____			7. Federal Program Name/Description: CFDA Number if applicable: _____		
8. Federal Action Number, if known: _____			9. Award Amount, if known: \$ _____		
10. a. Name and Address of Lobbying Entity <i>(if individual, last name, first name, MI):</i> _____			b. Individuals Performing Services (including address if different from No. 10a) <i>(last name, first name, MI):</i> _____		
(attach Continuation Sheet(s) SF-LLL-A, if necessary)					
11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned			13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____		
12. Form of payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind specify: nature _____ value _____					
14. Brief Description of Services Performed or to be Performed and Date(s) of Service including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11: _____ <div style="text-align: right;">(attach Continuation Sheet(s) SF-LLL-A, if necessary)</div>					
15. Continuation sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No					
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone: _____ Date: _____		
Federal Use Only:			Authorized for Local Reproduction Standard Form - LLL		

INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime 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 first 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 name of the individual(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.

**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 E

REQUIRED STATE CLAUSES

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.
- 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.
- 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 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:

SIGNATURE OF AUTHORIZED PERSON: _____

NAME OF AUTHORIZED PERSON: _____

NAME OF COMPANY: _____

DATE: _____

APPENDIX F

THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS

CONFLICTS OF INTEREST DISCLOSURE

Purpose: The purpose of the Conflict of Interest Disclosure is to protect the North Central Texas Council of Government's (NCTCOG) interest when it is contemplating entering into a contractual arrangement by ensuring a fair and unbiased selection process. This disclosure helps mitigate the risk of real or perceived conflicts of interest for members of the selection committee regarding personal interests in the selection of a proposer.

Definitions: For the purpose of this policy the following terms shall have the following meanings:

"Conflict of Interest" shall mean any situation in which a person is in a position to derive personal benefit from actions or decisions made in their official capacity. Examples of conflict of interest include:

- Is currently employed by, or is a consultant to or under contract with NCTCOG; or,
- Is negotiating or has an arrangement concerning future employment or contracting with NCTCOG.

"Financial interest" shall mean any person who has, directly or indirectly, through business, investment, or family relationship any of the following:

- An ownership or investment interest in any entity with which NCTCOG has a transaction or Contractual arrangement; or,
- A compensation arrangement with any entity or individual with which the NCTCOG has a transaction or Contractual arrangement; or,
- A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which NCTCOG is negotiating a transaction or arrangement.

"Business Relationship" shall mean a connection between two or more parties based on commercial activity of one of the parties. The term does not include connection based on:

- A transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity; or,
- A transaction conducted at a price and subject to terms available to the public; or,
- A purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Determining Whether a Conflict of Interests Exists: A conflict of interest exists if an employee of the proposing firm has a real or perceived financial interest or may receive personal benefit because of their decision with regards to NCTCOG's selection process. All proposal team members are required to disclose any conflict of interest to NCTCOG for review. As part of NCTCOG's review, NCTCOG may request to discuss the conflict of interest with the proposal team member.

CONFIDENTIAL

STATEMENT OF DISCLOSURE

The entity identified below, through its authorized representative, hereby certifies that a conflict of interest does not exist herein:

SIGNATURE OF AUTHORIZED PERSON: _____

NAME OF AUTHORIZED PERSON: _____

NAME OF COMPANY: _____

DATE: _____