

Texas Clean School Bus Grant Program

Request for Grant Applications for School Bus Retrofits To Reduce Emissions from Diesel School Buses in Texas

Fiscal Year 2012

RFGA Contract No. 582-12-20071

ELIGIBLE ENTITIES

Any school district or charter school that operates one or more diesel-fueled school buses or a transportation system provided by a countywide school district may apply for and receive a grant under this program. Private schools are not eligible for funding. An eligible entity that leases buses may be eligible for grants if the eligible entity is the applicant and consents to being a third-party to an agreement with the leasing company and TCEQ.

ELIGIBLE BUSES

A diesel school bus proposed for retrofit must be used on a regular, daily route to and from a school and have at least five years of useful life remaining, unless the applicant agrees to remove the retrofit device at the end of the bus life and reinstall the device on another bus.

APPLICATION DEADLINE

During this grant cycle, applications will be considered on a first-come-first-served basis. Applications must be received by the Texas Clean School Bus Grant Program Coordinator by 5:00 p.m., Central Time, on November 30, 2011.

It is the responsibility of the applicant to ensure that applications are delivered to the Texas Clean School Bus Grant Program Coordinator by the required deadline.

CONTRACTING WITH TCEQ

Applicants must agree to be contractually bound by:

- the Clean School Bus Grant Program requirements, as established in this Request for Grant Applications (RFGA),
- the terms and conditions included in this RFGA, including the Project Completion deadline of May 31, 2012, and
- the project work plan and other commitments on the application forms.

The award of a grant is dependent upon funding availability and the TCEQ may suspend acceptance of applications at any time.

Information on the Texas Procurement and Support Services statewide contract for clean school bus retrofits can be found at

<http://www.window.state.tx.us/procurement/contracts/managed/gci/928-M1.php>

and <http://texascleanschoolbus.org>.

Application forms are available on the Texas Electronic State Business Daily at

<http://esbd.cpa.state.tx.us>; E-Grants at <http://e-grants.ed.gov/egHome.asp>,

TexasCleanSchoolBus.org; or by calling the TCEQ at 512-239-3100.

SUBMIT APPLICATIONS TO:

Regular Mail

TCEQ

Clean School Bus Grant Program,

MC-113

P.O. Box 13087

Austin, Texas 78711-3087

Overnight Delivery or Courier

TCEQ

Clean School Bus Grant Coordinator

12100 Park 35 Circle, Bldg F, Room 1301

Austin, Texas 78753

**Texas Commission on Environmental Quality
Texas Clean School Bus Program**

**Request for Grant Activities for School Bus Retrofits
Fiscal Year 2012**

Clean School Bus Grant Requirements

1. PROGRAM OVERVIEW:

1.1 This grant program implements the portion of the Texas Emissions Reduction Plan (TERP) related to the Texas Clean School Bus Program, as authorized under Chapter 390, Texas Health and Safety Code. The Texas Commission on Environmental Quality (TCEQ) adopted rules to implement this program under 30 Texas Administrative Code (TAC), Chapter 114, Subchapter K, Division 4.

1.2 The goal of this program is to reduce children's exposure to diesel exhaust in and around diesel school buses. Under the program, the TCEQ will provide grants to offset the incremental cost of eligible projects that reduce diesel exhaust emissions.

1.3 Exposure to diesel exhaust can cause health problems and aggravate existing respiratory diseases such as asthma. Recognizing these health impacts, the U.S. Environmental Protection Agency (EPA) requires:

- (1) ultra-low sulfur diesel fuel to be the standard U.S produced on-road diesel fuel; and
- (2) new heavy-duty diesel buses to include advanced pollution control systems that significantly reduce emissions up to 95 percent starting in 2007.

However, existing buses are not required to be upgraded to these new emission standards. Installing retrofit systems on existing buses reduces harmful emissions.

1.4 In this document the Clean School Bus Grant Program Requirements relate to the applications, RFGA and through the resulting Contract. The Clean School Bus Grant Program Requirements, in addition to the General Terms and Conditions and project work plan and budget, constitute the Agreement.

2. ELIGIBLE APPLICANTS

2.1 Any Texas school district, charter school or transportation system provided by a countywide school district may apply for and receive a grant under this program. Private schools are not considered school districts for the purposes of this grant. A "School District" is authorized and created pursuant to Chapter 11 of the Texas Education Code. A "Charter School" is a school authorized and created by Chapter 12 of the Texas Education Code. A "Private School" is any school run for profit or not-for profit by any entity other than a School District or the State of Texas.

2.2 The TCEQ is not obligated to fund any application including one from an applicant that has demonstrated marginal or unsatisfactory performance on previous grants or contracts with the TCEQ and other state agencies.

2.3 The TCEQ is not obligated to fund any application including when TCEQ determines the proposal poses a risk due to the financial condition of the applicant or other risk factors as determined by the TCEQ.

2.4 The TCEQ is not obligated to fund any application including one from an applicant that is under federal, state, or local enforcement action for violation of environmental laws or permits.

2.5 The TCEQ is not obligated to fund any application including from an applicant with an overall compliance history classification of “poor” or from an applicant who is delinquent in paying TCEQ penalties or fees.

2.6 School buses that are otherwise eligible for a Clean School Bus Grant, but are owned by a private leasing company may be eligible for a Clean School Bus Grant if the school district in which the leased buses operate is the applicant and the private leasing company certifies its willingness to be a party to the resulting grant agreement (See Form 4). Special Terms and Conditions relevant to such an arrangement will be negotiated prior to the signature of the contract.

2.7 The TCEQ is not obligated to fund any application, even if it was received by the deadline.

2.8 TCEQ in its discretion may reimburse costs incurred by the Performing Party as of the date the RFGA is posted. Whether the discretion to reimburse these costs is exercised may depend in part on whether the timeframe for retrofit installment was accurately described in the application.

3. FUNDING AMOUNTS

During this application period, TCEQ will not limit the maximum amount of funding requested by each school district or charter school. The TCEQ is not obligated to fund projects at the amount requested by the applicant and may increase or decrease funding amounts. The TCEQ may select individual requests from an application for funding. The TCEQ may make funding contingent upon additional conditions or changes to the project pertaining to equipment, logistical considerations, expenses, and other program elements.

4. ELIGIBLE BUSES

4.1 Any bus proposed for retrofit must be used on a regular daily route to and from a school and have at least five (5) years of useful life remaining. Applicants may agree to remove the retrofit device at the end of the Activity Life and reinstall the device on another bus with TCEQ written approval. All sizes of diesel-fueled school buses are eligible.

4.2 For Clean School Bus Grants that fund retrofits of buses owned by private entities, the parties shall agree to additional special terms and conditions that govern the use of funds.

4.3 For Clean School Bus Grants funded with federal money, the parties shall agree to additional Federal Terms and Conditions to govern the use of funds.

4.4 For Clean School Bus Grants that fund retrofits in counties identified as “Affected Counties” in Texas Health and Safety Code (See Article 6) the parties shall agree to additional special terms and conditions that govern the use of funds.

5. ELIGIBLE ACTIVITIES

5.1 Eligible activities include the purchase and installation of eligible retrofit systems on eligible buses. Because many of the available retrofit systems have been verified only for certain engines, the applicant is responsible for researching and confirming that it is installing an appropriate technology for the proposed bus. Eligible systems include:

5.1.1 Closed Crankcase Filtration Systems. Closed crankcase filtration systems (CCFS) that are shown to reduce crankcase Particulate Matter (PM) emissions may be funded independently or in conjunction with another verified system. Because of the effectiveness of CCFS to reduce the PM emissions most likely to enter the bus interior, applicants are encouraged to submit proposals for CCFS use.

5.1.2 Diesel Particulate Filters. Diesel particulate filters (DPF) that are verified by the EPA or the California Air Resources Board (CARB) are for buses manufactured in or after 1994. Most filter systems require the use of ultra-low sulfur diesel (15 parts per million or less sulfur). Applicants are responsible for ensuring the continued availability of ultra-low sulfur diesel in their area.

5.1.3 Diesel Oxidation Catalysts. Diesel oxidation catalysts (DOC) that are verified by the EPA or CARB to reduce PM emissions may be considered for:

- buses manufactured before 1994,
- buses manufactured in or after 1994 for which a DPF is not available, or
- areas where ultra-low sulfur diesel fuel is not available.

Applicants are encouraged to consider combinations of these retrofit systems to create cost effective overall emission reductions.

5.2 Other retrofit systems that are verified by the EPA or CARB to reduce PM emissions by at least 25 percent may be funded at a later date. The systems must be reviewed by TCEQ and added to the list of eligible technologies.

5.3 Applicants are encouraged to obtain additional funds from other sources to retrofit the maximum number of buses.

5.4 An activity is not eligible if it is required by any state or federal law, rule, memorandum of agreement, or other legally binding document. Exceptions include:

a change that is not required by state or federal law, rule, memorandum of agreement or other legally binding document on the date of the grant award; and

an activity that is required only by local law or regulation or by controlling board policy.

5.5 An activity involving a new emission reduction measure that would otherwise generate marketable credits under state or federal averaging, banking, or trading programs is not eligible for funding unless the reductions are permanently retired.

6. FUNDING IN AFFECTED COUNTIES

The Clean School Bus Program is a statewide program open to all eligible entities in Texas. There are multiple sources of funding for the program including TERP funds. TERP counties include those counties within the non-attainment areas designated under the Federal Clean Air Act, 107(d), as well as other counties identified as “Affected Counties” in Texas Health and Safety Code § 386.001(2) and TCEQ rules (30 TAC § 114.629). Counties within TERP eligible areas will be funded by appropriate sources and will include the relevant terms and conditions. Eligible counties and the boundaries of non-attainment areas may be subject to change.

7. ELIGIBLE COSTS

7.1 The TCEQ will reimburse the cost of equipment purchase and installation, subject to limitations expressed in Article 7.6 Eligible costs include reasonable and necessary personnel expenses if in-house labor is used to install equipment. However, the Performing Party may not use the grant for administrative expenses or indirect charges.

7.2 The TCEQ neither encourages nor discourages use of a consultant to assist with applications. The TCEQ has no agreement with any consultant that applications prepared by the consultant will receive favorable treatment. Consultant fees are the responsibility of the Performing Party or vendor and may not be charged to the grant, either directly or as an addition to the equipment cost.

7.3 All purchase decisions must be based on sound business practices and arms length bargaining. In most cases, this requires a competitive procurement process, which can be performed by the school district. This requirement is satisfied if the Performing Party uses the statewide contract pursuant to Article 7.4.

7.4 School Districts and Charter Schools have the option of purchasing Grant Equipment and installation services from vendors under the Texas Procurement and Support Services (TPASS) Division of the Comptroller’s Office statewide contract 928-M1 at <http://www.window.state.tx.us/procurement/contracts/managed/gci/928-M1.php> or following their organization’s procurement process for goods and services.

7.5 When determining the cost basis for the grant and reimbursement, the award must be reduced by the value of any other incentive that directly reduces costs, including tax credits or deductions, other grants, or other financial assistance.

7.6 If a School District or Charter School chooses to follow its procurement process, reimbursement is subject to the reasonable basis of the cost. TCEQ reserves the right to ask for a justification for reimbursement of devices that appear to significantly deviate from the anticipated market rate.

8. DETERMINATION OF ELIGIBILITY OF COST

8.1. The TCEQ will reimburse the Performing Party for those costs that are eligible for reimbursement in accordance with all requirements. Costs are considered eligible for

reimbursement when the TCEQ, in its sole discretion, determines that the costs are allowable for implementing the Grant Activities approved by the TCEQ in this Agreement. Costs must be included in this Agreement to be eligible for reimbursement.

8.2. In order to be allowable, costs must be included in the Agreement and must satisfy the requirements of this Agreement, the Uniform Grant Management Standards (UGMS), the TCEQ Allowable Expenditure Guidelines, state agency rules, all applicable state and federal laws, and the RFGA under which the application was submitted.

8.3. The Performing Party agrees the UGMS shall govern this grant. The UGMS document is located on the internet at the following address:

<http://www.governor.state.tx.us/files/state-grants/UGMS062004.doc>

8.4. Unless expressly authorized by the TCEQ, eligible costs do not include:

8.4.1. amounts deducted from the true price of the purchase of Grant Equipment whether as discounts, rebates, refunds or otherwise;

8.4.2. amounts which the Performing Party owes or agrees to pay the vendor or contractor for any purpose other than the implementation of grant Activities;

8.4.3. amounts in the charges which the vendor contractor intends to return to Performing Party in the form of cash, goods, services, gifts, intangibles, discounts or any other items of value; and,

8.4.4. amounts which are reimbursed by other public sources or for which tax credits or other public financial incentives are received by the Performing Party.

8.5. Amounts of costs stated in this Agreement are maximum amounts of reimbursement. The amount of costs for which reimbursement may be requested is the lesser of 1) the costs stated in the Application of this Agreement or 2) the actual eligible costs. In no event will reimbursement exceed the Contract Amount.

9. REIMBURSEMENT

9.1. **Eligibility for reimbursement.** Except as provided for under Article 9.2., to be eligible for reimbursement under this Agreement, a cost must have been incurred and paid by the Performing Party prior to claiming reimbursement from TCEQ. All grant Activity costs must have been incurred by the Performing Party prior to claiming reimbursement. Therefore, Grant Equipment must be purchased and installed prior to a request for reimbursement. Ineligible invoices will be rejected.

9.2. **Assignment of Payment.** Subject to approval by the TCEQ, the Performing Party may assign the payments due from the TCEQ directly to the supplier, subcontractor, or other appropriate entity from which the goods or services were procured or financed by the Performing Party. A properly completed Texas Application for Payee Identification Number should be completed and sent to TCEQ prior to submitting the Request for Reimbursement Forms. The Notice of Assignment must be completed and submitted with the Request for Reimbursement Forms. Under this option, the Grant Equipment included under a cost must have been received and accepted by the Performing Party, and the Performing Party must have an obligation to

pay the expense. Sufficient supporting documentation must be submitted, as outlined in the form instructions, to document that the goods or services were received and that the payment amount is owed to the entity designated to receive the payment from the state. Payments will not be made to a consultant or entity that acts as a middle-man between the Performing Party and a vendor.

9.3. Final Request for Reimbursement. A final Request for Reimbursement form, indicating in the appropriate box that it is the final request, shall be submitted to the TCEQ by no later than sixty (60) days after the Project Completion Date of this Agreement. The TCEQ, in its sole discretion, may accept and pay a reimbursement request submitted after this deadline.

9.4. Release of Claims. The final Request for Reimbursement must include a signed Release of Claims, releasing all claims for payment of any funds due and payable by the TCEQ, upon TCEQ's payment of the reimbursement request.

9.5. The Performing Party shall submit any supporting documentation required or requested by TCEQ. In order to be reimbursed for each payment, the Performing Party is specifically required to submit the following supporting documents:

9.5.1. canceled checks or wire transfers;

9.5.2. written purchase agreements;

9.5.3. bills of sale or receipts for delivery; and

9.5.4. other documentation requested by TCEQ in order to support the assertions in the Request for Reimbursement.

9.6. The TCEQ may waive the requirement for submission of any supporting documents that are not applicable to the Performing Party.

9.7. The TCEQ may at any time, in its sole discretion, establish additional criteria and requirements for reimbursement of costs.

9.8. The TCEQ is not obligated to make payment until the Request for Reimbursement is approved by the TCEQ. Further, the TCEQ reserves the right to suspend or withhold all or part of a payment or all payments as authorized by the Agreement.

9.9. No entitlement. In accordance with this Agreement, the Performing Party does not have an expectation or entitlement of continued receipt of financial assistance. Therefore, Performing Party waives any claim for damages arising from or resulting from TCEQ's termination of this Agreement for any reason.

9.10. The Performing Party shall notify the TCEQ, in its Request for Reimbursement forms, of any financial incentive that offsets the cost of the proposed project. The TCEQ, in reimbursing the Performing Party, may reduce the amount of authorized incremental costs eligible for reimbursement by the value of any additional financial incentive received by the Performing Party, without an Amendment to this Agreement.

10. CONTRACT REQUIREMENTS

10.1 When signed by both the Performing Party and the TCEQ, the application becomes part of the Agreement. By submitting a signed application, the Performing Party is agreeing to abide by the Agreement, which consists of:

- the RFGA, including the requirements and the terms and conditions; and
- the application, including the project work plan and budget.

After TCEQ has reviewed, approved, and signed the application, a copy of the contract will be provided to the Performing Party. Costs can be eligible for reimbursement of retrofits at the date of the RFGA posting; however, reimbursement is not guaranteed until there is a signed contract by both parties. Performing Party bears the risk that TCEQ will **not** fully reimburse costs if retrofits are installed prior to contract signature.

10.2 The Performing Party must maintain the grant-funded retrofit system in good operating condition. Performing Parties that conduct their own procurement for Grant Equipment should include at minimum a five-year manufacturer and installer warranty in their purchase agreements. Retrofit systems will require maintenance and replacement parts before the end of the Activity Life. The Performing Party is responsible for all maintenance and replacement part costs.

10.3 *Performing Party agrees/commits to use its best efforts to have all retrofits installed and operational on or before May 31, 2012. TCEQ recognizes that circumstances beyond the Performing Party's control may inhibit or prevent it from meeting the target date. In that event, Performing Party must notify TCEQ, in writing, of the specific circumstances at least thirty (30) days in advance of the target date, and agree to a new target date, by amendment, to be established or set by TCEQ. In no event may the new target date go beyond the termination date of the contract.*

11. MONITORING AND REPORTING

11.1 The Performing Party must monitor bus use for the five-year Activity Life and may be requested by TCEQ to provide appropriate confirmation. The five-year Activity Life is established by contract and commences when the retrofitted bus goes back in service.

11.2 The TCEQ may provide an identifying mark for grant-funded buses to aid the TCEQ and the Performing Party in identifying and tracking those buses. The Performing Party must place the label on the grant-funded bus if requested to do so by the TCEQ.

12. APPLICATION AND AGREEMENT

The Performing Party must determine the specific buses to be retrofitted. Performing Parties that conduct their own procurement process must obtain final bids for equipment and installation before submitting an application. Three original copies of the completed and signed Application and Agreement form must be submitted. Applications will be processed on a first-come-first-served basis. Incomplete forms will not be considered.

13. PUBLIC INFORMATION

Upon submission, all applications are subject to the Texas Public Information Act, Texas Government Code, Chapter 552.

14. STANDARDS AND MEASURES OF PERFORMANCE

14.1 **Overview.** The TCEQ is required to monitor a Performing Party's performance. The Performing Party agrees that the standards and measures set forth in this RFGA are appropriate criteria for the Performing Party's performance during the term of the contract.

14.2 Standards:

- **Quality and Accuracy.** The Performing Party's grant Activities conform to the requirements of the grant agreement.
- **Timeliness.** The Performing Party's grant Activities are completed on schedule.
- **Reports and Administrative and Financial Operations.** The Performing Party's administrative and financial operations comply with all obligations in law and in this Agreement, including, recordkeeping, reimbursement requests, audits, allowable costs, payments to subcontractors, and restricted expenditures.
- **Communication.** The Performing Party's accessibility, responsiveness, and cooperativeness with respect to any contract-related concerns communicated by the TCEQ.
- **Other.** Other factors unique to the type of project, as determined by the TCEQ.

14.3 Measures. The TCEQ will monitor the Performing Party's performance and evaluate the level of compliance with the standards utilizing these performance measures:

Exceeds Expectations. The Performing Party fully complied with all the standards on a consistent basis.

Satisfactory Performance. The Performing Party complied with all of the standards, with only typical errors, delays, or other problems that needed to be corrected.

Marginal Performance. The Performing Party was acceptable, although a significant number of deficiencies had to be corrected before the contract requirements could be considered met.

Unsatisfactory Performance. The Performing Party was not acceptable, even after attempts to correct deficiencies.

15. PERFORMANCE EVALUATION

The TCEQ will prepare a written evaluation of the Performing Party upon completion of all Activities, or more frequently, as deemed necessary by the TCEQ. A copy of the evaluation will be provided to the Performing Party and a copy retained in the TCEQ's

contract files. The content of the evaluation shall be wholly within the discretion of the TCEQ. The Performing Party may provide a written statement that explains or disagrees with the evaluation, which will be incorporated into the evaluation. The Performing Party waives any claim for damages against TCEQ for the evaluation. A rating of marginal or unsatisfactory performance may be used as a basis to lower or otherwise change the priority and ranking of a future application.

GENERAL TERMS AND CONDITIONS

16. STATEMENT OF AGREEMENT

This Agreement is entered by the parties listed on the application Signature Page for the purpose of providing a grant to financially assist the Performing Party in implementing the grant Activities. The Parties agree: Performing Party shall conduct the grant Activities required by this Agreement; TCEQ will reimburse authorized allowable costs subject to the Texas Uniform Grant Management Standards (UGMS) and the Agreement; Performing Party is not a vendor of goods and services under Texas Government Code Chapter 2251; if, during the Contract Period, the Performing Party chooses to not complete the grant Activities and withdraw from the obligations under this Agreement, the Performing Party may terminate this Agreement by providing thirty (30) days written notice to the TCEQ.

17. CONTRACT PERIOD

The Effective Date of this Agreement is the date on which the Signature Page of the Agreement is signed by the last of the parties to sign. This Agreement commences on the Effective Date and, for purposes of availability of funding and completion of TCEQ's obligations to reimburse the Performing Party for allowable costs, shall expire on August 31, 2012, or upon completion of all requirements, whichever is earlier, unless otherwise terminated in accordance with the Agreement. However, reporting and other requirements as identified in the Agreement shall survive the termination of this Agreement. The Performing Party agrees to and shall perform in accordance with the Agreement beyond any event of termination and through the end of the Activity Life of each activity included in the approved Application. This Agreement shall immediately terminate at the end of any state fiscal year for which the Texas Legislature fails to appropriate and/or to provide sufficient funds in the subsequent fiscal year necessary to perform this Agreement.

18. REPRESENTATIONS

The Performing Party ratifies and attests to all representations in this Agreement and agrees to give prompt written notice to the TCEQ if there is any material change in these certifications or deliverables.

19. CONTINUING OBLIGATIONS

All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with the Agreement, as well as all continuing obligations indicated in the Agreement, will survive final payment, completion and acceptance of the grant Activities and termination or completion of the Agreement until August 31, 2017, or until the end of the Activity Life, whichever is later.

20. REMEDIES AVAILABLE TO THE TCEQ

The following schedule of remedies applies to this Agreement in the event of the substandard performance of grant Activities or other material failure to conform to the requirements of the contract or applicable law:

- 20.1. reject substandard performance and request corrections without charge to the TCEQ;
- 20.2. issue notice of substandard performance or other non-conforming act or omission;
- 20.3. request and receive return of any over payments or inappropriate payments;
- 20.4. reject reimbursement request and suspend payment pending accepted revision of substandard performance or non-conformity;
- 20.5. suspend all or part of the work and/or payments pending accepted revision of substandard performance or non-conformity;
- 20.6. reject reimbursement request and withhold and retain all or partial payments for recovery of administrative costs or to be returned to the TERP fund as authorized by state law; and/or
- 20.7. terminate the Agreement, demand and receive: return of all equipment purchased with grant funds, return of all unexpended funds, and repayment of improperly expended funds.

21. CUMULATIVE REMEDIES

TCEQ may avail itself of any remedy or sanction provided in this Agreement or in law to recover any losses arising from or caused by the Performing Party's substandard performance or any material non-conformity with the Agreement or the law. The remedies and sanctions available to either party in this contract shall not limit the remedies available to the parties under law.

22. BANKRUPTCY

If the Performing Party files for bankruptcy, the Performing Party shall immediately notify TCEQ Clean School Bus Grant Coordinator in writing AND send notification by certified mail directly to:

TCEQ Bankruptcy Program
MC-132
P. O. Box 13087
Austin, TX 78711-3087

The notice shall include the appropriate Contract number(s).

23. INSURANCE

Unless otherwise expressly agreed by the TCEQ, the Performing Party shall obtain and maintain a policy of insurance for the Activity Life that is sufficient to provide for replacement of Grant Equipment which is lost, stolen, or irreparably damaged. Any insurance proceeds received by or on behalf of the Performing Party under an insurance policy due to the damage or destruction of Grant Equipment must be utilized to acquire equivalent or better Grant Equipment or be paid to the TCEQ. If otherwise permissible under applicable law, governmental entities may use an established self-insurance program to satisfy this requirement. If requested by the TCEQ, the Performing Party shall provide proof of insurance coverage. The TCEQ may approve alternative forms of insurance to comply with this requirement, including evidence of self-insurance. Upon request by the Performing Party, TCEQ may also waive this requirement, at its sole discretion, for certain types of entities.

24. MAINTENANCE

The Performing Party agrees to maintain the Grant Equipment as necessary to keep the Grant Equipment in good condition and functioning at optimum performance during the Activity Life. Upon the occurrence of a repairable malfunction or damage to Grant Equipment, the Performing Party shall cause the Grant Equipment to be repaired and restored to the level of optimum performance. The TCEQ will not reimburse any costs for Grant Equipment maintenance.

25. USE

The Performing Party agrees to keep and use the Grant Equipment purchased under this Agreement for the Activity Life. Grant Equipment used outside of the scope of this Agreement may require the Performing Party to return a pro rata share of the grant to TCEQ.

26. FUNDS

This Agreement and all claims, suits or obligations arising under or related to this Agreement are subject to and limited to those funds which are both: 1) appropriated for the purposes of this Agreement, and 2) actually received and deposited into an account of the treasury dedicated to the TCEQ for the purposes of this Agreement.

27. RFGA CRITERIA

This Agreement is subject to the criteria established in the RFGA issued by the TCEQ and under which the grant application was submitted, and any amendments.

28. DEBTS

The TCEQ may offset against reimbursement payments, any amounts owed by the Performing Party to the TCEQ or the State of Texas, whether owed under this program or otherwise.

29. STATE AUDITOR'S OFFICE

Pursuant to Government Code § 2262.003(a), Performing Party understands that acceptance of funds under contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Performing Party further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Performing Party understands that an entity that is the subject of an audit or investigation by the State Auditor must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit. Performing Party will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Performing Party and the requirement to cooperate is included in any subcontract it awards.

30. RECORDS

The Performing Party shall maintain books, records, documents, and other evidence reasonably pertinent to performance of the grant Activities and requirements of the Agreement, including the Agreement or amendments thereto. Records under this Article shall be maintained by the Performing Party during performance of the Grant Activity under this Agreement, for the Activity Life as set forth in this Agreement, and for three years after the ending date of the Activity Life. If any litigation, claim, negotiation, audit, cost recovery, or other action (including actions concerning costs of items to which an audit exception has been taken) involving such records has been started before the expiration of the three year period, such records must be retained until completion of the action or resolution of all issues which arise from it, or until the end of the regular three year period, whichever is later.

31. ACCESS TO RECORDS, GRANT EQUIPMENT, AND VEHICLES, EQUIPMENT, AND ENGINES BEING REPLACED

The Performing Party shall allow access to all the material including bank statements and records by the TCEQ, the State of Texas, the State Auditor's Office, and any of their authorized representatives for the purpose of review, inspection, audit, excerpts, transcriptions, and/or copying. The Performing Party shall provide appropriate facilities and equipment for such access and inspection. The Performing Party shall allow access to all Grant Equipment, including equipment, vehicles, engines, retrofit systems, infrastructure, and other items to be reimbursed under this Agreement, by the TCEQ, the State of Texas, the State Auditor's Office, and any of their authorized representatives for the purpose of review, on-site inspection, and/or audit. In addition,

the Performing Party shall allow access to all vehicles, equipment, and engines being replaced under this Agreement.

32. COMPLIANCE WITH LAWS

The Performing Party shall give all notices and comply in all material respects with all Laws and Regulations applicable to furnishing and performance of the grant Activities. Except where otherwise expressly required by applicable Laws and Regulations, TCEQ shall not be responsible for monitoring Performing Party's compliance with any Laws or Regulations.

33. SAFETY

Where applicable, the Performing Party shall be responsible for requiring employees, contractors, and subcontractors to maintain and supervise all necessary safety precautions and programs in connection with the grant Activities. The Performing Party shall take all necessary safety precautions.

34. BENEFIT

In performing the grant Activities, the Performing Party undertakes performance for its own benefit and not as agent for the TCEQ.

35. WAIVER

Unless authorized in writing by the TCEQ in accordance with this Agreement, no waiver of any obligation of the Performing Party shall bind the TCEQ. Any such authorized waiver shall not constitute a continuing waiver of the obligation.

36. TITLE

Subject to this Agreement, ownership of Grant Equipment acquired under this Agreement by the Performing Party shall vest upon acquisition in the Performing Party.

37. ASSIGNMENT

This Agreement will inure to the benefit of and be binding upon the successors and assigns of the respective parties. This Agreement is not transferable or otherwise assignable by the Performing Party without the written consent of the TCEQ and any attempted transfer without such consent is void.

38. AMENDING THE AGREEMENT

The Agreement may be amended to provide for additions, deletions, and revisions in the Grant Activities or to modify the Terms and Conditions in one or more of the following ways, as appropriate: a Written Amendment or a Minor Change.

39. SOVEREIGN IMMUNITY

This Agreement does not waive the State's sovereign immunity relating to suit, liability, and the payment of damages. All claims, suits, or obligations arising under or related to this Agreement are subject to and limited to the availability of funds appropriated by the Texas Legislature for that respective claim, suit, or obligation.

40. GOVERNING LAW AND VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the State of Texas, excluding any choice of law or rules that may direct the application of laws of another jurisdiction. Any action at law or in equity to enforce the terms and conditions of this agreement shall be brought in Travis County, Texas. This provision does not waive the TCEQ's sovereign immunity.

41. SEVERABILITY

Any provision of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon TCEQ and the Performing Party, who agree that this Agreement is reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

42. TERMINATION FOR CAUSE

This Agreement may be terminated in whole or in part by the TCEQ for cause, including a material failure by the Performing Party to comply with the requirements of the Agreement, upon thirty (30) days written notice. If the basis for a termination for cause is found to not be material, the termination is converted into a termination for convenience.

43. TERMINATION FOR CONVENIENCE

TCEQ or Performing Party may, upon thirty (30) days written notice, terminate this Contract for convenience. Termination shall not prejudice any other right or remedy of TCEQ or the Performing Party.

43.1 Reimbursement Upon Early Termination. If terminated for convenience by TCEQ, Performing Party may request reimbursement for: conforming grant Activities and timely, reasonable costs directly attributable to termination. Performing Party shall not be paid for: work not performed, loss of anticipated profits or revenue, consequential damages or other economic loss arising out of or resulting from the termination.

44. INDEMNIFICATION

To the extent permitted by law, the Performing Party agrees to indemnify and hold harmless the State of Texas and the TCEQ, including its employees and officers, against and from any and all liability, loss, or damage arising out of actions of the Performing Party in the performance of this Agreement.

45. IDENTIFYING MARK

Upon request by TCEQ, Performing Party shall install, or permit TCEQ or its contractor to install, a prominently placed identifying mark on the equipment, identifying it as TCEQ-funded equipment and containing such other information as TCEQ shall specify.

45.1. If Performing Party does not display the identifying mark within a reasonable time of the TCEQ request or refuses to permit access to its equipment for the display of the mark, Performing Party shall promptly return all grant funds used to purchase the equipment.

46. DEFINITIONS

46.1. *Activity* – the installation of a single retrofit system for an individual vehicle, in accordance with the terms of the Contract Documents.

46.2. *Activity Life* - is five years from the installation of the Grant Equipment, or if the Grant Equipment is moved from one bus to another, the sum of time the grant equipment is installed and in use on the eligible school buses, so long as the sum is equal to five years, during which time equipment usage must be recorded.

46.3. *Application* - the application for a grant submitted by the Performing Party, including the Signature Page; Forms 1, 2, 3, 4, and 5; and any amendments or supplemental conditions added to the application in order for it to be approved.

46.4. *Grant Equipment* - the equipment and the related goods and services in the grant Activity for which the cost of purchase is reimbursed by the TCEQ under the Agreement.

46.5 *Include* – When used in this contract, these words mean "includes [including, included] but not limited to." The word “include” and all forms such as “including” shall be construed to introduce a non-exhaustive list. The parties agree “include” is a term of enlargement and does not limit the scope of the preceding noun.

46.6. *Minor Change* - a written document that changes the specific equipment, vehicle or engine for a unit listed in the application.

46.7. *Performing Party* – the Grantee or legal Eligible Applicant named in the Contract Documents.

46.8. *Project Completion Date* – The required deadline for purchase and installation of Grant Equipment. The Project Completion Date is a material term to the contract.

46.9. *Written Amendment* - a document signed by the Performing Party and the TCEQ that changes at least one term in the Agreement, including authorizing an addition, deletion or revision in the work, or an adjustment in the Contract Amount or the Contract Period, issued on or after the Effective Date of the Agreement.

Federal Conditions and Forms

ARTICLE 1. FEDERAL REQUIREMENTS

This Agreement is funded in whole or in part with federal grant money. The following conditions apply to this Agreement and any future amendments in addition to all other Agreement terms. All applicable requirements of TCEQ's federal grants and with 40 CFR Chapter 1, Subchapter B, including but not limited to, Parts 7, 31 through 35, as well as any additional federal funding conditions that arise during the Agreement period, are incorporated herein by reference. (TCEQ will provide copies of applicable federal grants or regulations upon request). The term "Performing Party" as used in these *Federal Conditions* means either Performing Party, Grantee, or Contractor, as applicable.

ARTICLE 2. FEDERAL INTELLECTUAL PROPERTY REQUIREMENTS

A nonexclusive, perpetual, irrevocable license to use, copy, publish, and modify any intellectual property to which rights are granted or assigned to TCEQ in this Agreement are hereby also granted to, assigned to, or reserved by the Federal Government. To the extent consistent with the rights of third parties, the Federal Government shall also have the right to sell any intellectual property right it reserves or acquires through this Agreement.

ARTICLE 3. ACKNOWLEDGMENT OF FINANCIAL SUPPORT

The Performing Party shall acknowledge the financial support of the TCEQ and the U.S. EPA whenever work funded, in whole or part, by this Agreement is publicized or reported in news media or publications. All reports and other documents completed as a part of this Agreement, other than documents prepared exclusively for internal use within the TCEQ, shall carry the following notation on the front cover or title page:

PREPARED IN COOPERATION WITH THE
TEXAS COMMISSION ON ENVIRONMENTAL QUALITY AND
U.S. ENVIRONMENTAL PROTECTION AGENCY

The preparation of this report was financed through grants from the U.S. Environmental Protection Agency through the Texas Commission on Environmental Quality.

If the funding source is a U.S. agency other than U.S. EPA, the name of the appropriate federal agency should be substituted.

ARTICLE 4. COST AND PRICE OF THIS AGREEMENT

If this Agreement was not competitively procured or if payment is based on reimbursement of actual costs, then Performing Party shall submit cost information sufficient for a cost analysis as required by 40 CFR §31.36. This information must be submitted on forms provided by the TCEQ.

ARTICLE 5. ACCOUNTING SYSTEMS AND PROPERTY MANAGEMENT SYSTEMS

1. Performing Party shall have an accounting system which accounts for costs in accordance with generally accepted accounting standards or principles and complies with 40 CFR §31.20. This system shall provide for the identification, accumulation, and segregation of allowable and unallowable project costs among projects.

2. Performing Party shall have a property management system that complies with 40 CFR §§ 31.32 through 31.33.

ARTICLE 6. RECORD DOCUMENTS, DATA, RECORDS, ACCESS, AND AUDIT

1. The Federal Government and its agencies will have the same rights of access to records as are granted to, assigned to, or reserved by the TCEQ under this Agreement. The Performing Party shall maintain fiscal

records and supporting documentation for all expenditures of funds pursuant to Office of Management and Budget (OMB) Circulars A-21, A-87, A-102, or A-110, as appropriate.

2. In accordance with OMB Circular A-133, the Performing Party shall obtain a single audit if it expends \$500,000 or more a year in federal awards.

ARTICLE 7. SUSPENSION AND DEBARMENT

1. Performing Party shall fully comply with Subpart C of 2 CFR Part 180, entitled "Responsibilities of Participants Regarding Transactions Doing Business With Other Persons." Performing Party is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Performing Party is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Performing Party acknowledges that failing to disclose the information required under 2 CFR 180.335 may result in the delay or negation of this agreement or pursuance of legal remedies.

2. Performing Party may access the Excluded Parties List System at <http://www.epls.gov>.

ARTICLE 8. DISADVANTAGED BUSINESS ENTERPRISES (DBEs)

1. The Performing Party shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The Performing Party agrees to comply with the requirements of EPA's Program for Utilization of Minority and Women's Business Enterprises (MBE/WBE) as found in 40 CFR Part 33. Failure by the Performing Party to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.
2. Performing Party agrees that qualified DBEs shall have the maximum practicable opportunity to participate in the performance of the Work required under this Contract through possible subcontracts to carry out portions of the Work or any goods and/or services procurements that directly support the required Work.
3. The Performing Party is required to make a good faith effort to include Historically Underutilized Businesses (HUBs) or DBEs on any solicitations for subcontractors and for suppliers (vendors) of contract-required goods and/or services. Records documenting compliance with the six good faith efforts found in 40 CFR Section 33.301 shall be retained.
4. Performing Party must submit a completed HUB Progress Assessment Report (PAR) or the EPA Form 5700-a (if a HUB Subcontracting Plan (HSP) is not required) with each reimbursement request submitted. At a minimum this report shall include the name of the HUB or DBE, a description of the work, services or materials provided, the amount paid to the HUB or DBE, and the name and telephone number of a contact person within the HUB or DBE.
5. Before terminating a DBE for convenience, the Performing Party must notify TCEQ in writing for prior approval.
6. If a DBE subcontractor fails to complete work, for any reason, and the Performing Party plans to procure a replacement subcontractor, the Performing Party must demonstrate the same good faith effort to procure the replacement subcontractor.
7. The Performing Party must pay its subcontractors for satisfactory performance no more than 10 days from the Performing Party's receipt of payment from TCEQ.
8. TCEQ requires Performing Party to complete the following forms:
 - a. The Performing Party shall provide the attached DBE Subcontractor Participation Form, Form 6100-2, to all its DBE subcontractors with instructions that each DBE may complete the form and submit it directly to the appropriate EPA DBE Coordinator for Region 6.

- b. The Performing Party must have its DBE subcontractors complete Form 6100–3, DBE Program Subcontractor Performance Form.
- c. The Performing Party must complete and submit Form 6100–4, DBE Program Subcontractor Utilization Form.
- d. Performing Party must submit forms 6100-3 and 6100-4 to TCEQ HUB Office prior to contract award. When the agency requires a HSP, the completed HSP and supporting documentation must be included with the proposal/bid; otherwise proposal/bid shall be deemed non-responsive for failure to comply with advertised specifications.

ARTICLE 9. PROHIBITION USE OF FEDERAL FUNDS FOR LOBBYING AND LITIGATION

1. The Performing Party agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying. The Performing Party agrees that none of the funds paid under this Contract will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. When Performing Party applies for final payment, Performing Party will certify on a written form provided by the TCEQ that Performing Party has complied with this provision.
2. In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.
3. The Performing Party shall submit to the TCEQ to Certification Regarding Lobbying form.

ARTICLE 10. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING

1. In accordance with 2 CFR Part 25, entities that receive subawards from TCEQ that are funded wholly or partially with federal funds must (1) be registered in the Central Contractor Registration (CCR) prior to submitting an application or plan or entering into an agreement; (2) maintain an active CCR registration with current information at all times while the application or plan is under consideration by TCEQ or during the term of the agreement; and (3) provide its Data Universal Numbering System (DUNS) number in each application or plan it submits to TCEQ, unless an exemption applies.
2. No funds may be received or awarded until Performing Party has complied with these requirements and provided a valid DUNS number.
3. Additionally, in accordance with 2 CFR Part 170, if certain elements are met, Performing Party must report the total compensation for each of its five most highly compensated executives for the preceding completed fiscal year.
4. The Performing Party shall submit to the TCEQ the Federal Funding Accountability and Transparency Act Reporting Form

ARTICLE 11. MISCELLANEOUS PROVISIONS

1. Drug-Free Workplace. The Performing Party must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 40 CFR 36.200-36.230. Additionally, in accordance with these regulations, the Performing Party must identify all known workplaces under its federal awards and keep this information on file during the performance of the award.
2. In accordance with EPA Order 1000.25 and Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management (January 24, 2007), the Performing

Party agrees to use recycled paper and double sided printing for all reports which are prepared as a part of this agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.

3. Pursuant to 40 CFR 30.18, if applicable, and 15 USC 2225a, the Performing Party agrees to ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). Performing Party may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance, or to find other information about the Act.

4. Trafficking in Persons. Prohibition Statement – You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time of the award; or used forced labor in the performance of the award or subaward under the award.
 - a. TCEQ may unilaterally terminate this award, without penalty, if a Performing Party that is a private entity: (1) is determined to have violated an applicable prohibition in the Prohibition Statement above; or (2) has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in the Prohibition Statement through conduct that is either (a) associated with performance under this award; or (b) imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)", as implemented at 2 CFR Part 1532. The Performing Party must inform TCEQ immediately of any information you receive from any source alleging a violation of a prohibition in the Prohibition Statement above.
 - b. TCEQ's right to terminate unilaterally that is described in previous section 4.a.: (1) implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and (2) is in addition to all other remedies for noncompliance that are available to TCEQ under this award.

EPA Project Control Number

CERTIFICATION REGARDING 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 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 of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

APPLICANT'S ORGANIZATION

Typed Name of Authorized Representative

Title of Authorized Representative

Signature of Authorized Representative

Date of Signature

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse 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 change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known:	5. If Reporting Entity in No. 4 is a 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 Registrant <i>(If individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. 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 No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 4/2012)

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. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) 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 registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names 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. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 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, DC 20503.



Environmental
Protection Agency

OMB Control No: 2090-0030
Approved: 05/01/2008
Approval Expires: 01/31/2011

**Disadvantaged Business Enterprise Program
DBE Subcontractor Participation Form**

NAME OF SUBCONTRACTOR¹	PROJECT NAME
ADDRESS	CONTRACT NO.
TELEPHONE NO.	EMAIL ADDRESS
PRIME CONTRACTOR NAME	

Please use the space below to report any concerns regarding the above EPA-funded project (e.g., reason for termination by prime contractor, late payment, etc.).

CONTRACT ITEM NO.	ITEM OF WORK OR DESCRIPTION OF SERVICES RECEIVED FROM THE PRIME CONTRACTOR	AMOUNT SUBCONTRACTOR WAS PAID BY PRIME CONTRACTOR

_____	_____
Subcontractor Signature	Title/Date

¹Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



Environmental
Protection Agency

OMB Control No: 2090-0030
Approved: 05/01/2008
Approval Expires: 01/31/2011

**Disadvantaged Business Enterprise Program
DBE Subcontractor Performance Form**

NAME OF SUBCONTRACTOR ¹		PROJECT NAME
ADDRESS		BID/PROPOSAL NO.
TELEPHONE NO.		E-MAIL ADDRESS
PRIME CONTRACTOR NAME		
CONTRACT ITEM NO.	ITEM OF WORK OR DESCRIPTION OF SERVICES BID TO PRIME	PRICE OF WORK SUBMITTED TO PRIME CONTRACTOR
<p>Currently certified as an MBE or WBE under EPA's DBE Program? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Signature of Prime Contractor Date Print Name Title _____</p> <p>_____ Signature of Subcontractor Date _____ Print _____</p> <p>Name Title _____</p>		

¹Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



Environmental
Protection Agency

OMB Control No: 2090-0030
Approved: 05/01/2008
Approval Expires: 01/31/2011

**Disadvantaged Business Enterprise Program
DBE Subcontractor Utilization Form**

BID/PROPOSAL NO.	PROJECT NAME
NAME OF PRIME BIDDER/PROPOSER	E-MAIL ADDRESS
ADDRESS	
TELEPHONE NO.	FAX NO.

The following subcontractors¹ will be used on this project:			
COMPANY NAME, ADDRESS, PHONE NUMBER, AND E-MAIL ADDRESS	TYPE OF WORK TO BE PERFORMED	ESTIMATE D DOLLAR AMOUNT	CURRENTLY CERTIFIED AS AN MBE OR WBE?

I certify under penalty of perjury that the forgoing statements are true and correct. In the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302(c).

_____	_____
Signature of Prime Contractor	Date
_____	_____
Print Name	Title

¹Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



**The Texas Commission on Environmental Quality
EPA Disadvantaged Business Enterprise (DBE) Program Self-Certification Form**

Solicitation # (if applicable)		Fed. Tax or Vendor ID	
Company Name:			
Address:			
City, State, Zip:			
Phone #:		Fax #:	
Email Address:			

To qualify for EPA DBE Status all of the following must apply:

<input checked="" type="checkbox"/>	Certifying Eligibility Criteria:	Indicate Certifying Entity :
<input type="checkbox"/>	Texas Certified Historically Underutilized Business (HUB)	Texas Comptroller of Public Accounts (CPA-TPASS)
<input type="checkbox"/>	*Personal Net Worth less than \$750,000 for each individual claiming disadvantage status (Excludes equity of primary residence and individual's ownership interest in company). These individuals must own at least 51% of the company and have a managing control in the daily operations. See 40 CFR 33.201. Personal Net Worth is determined as per 13 CFR 124.104(2) and 124.105(c)(2).	

Or (at least one below must apply)

<input checked="" type="checkbox"/>	Certifying Eligibility Criteria:	Indicate Certifying Entity :
<input type="checkbox"/>	Minority-Owned Business	
<input type="checkbox"/>	Woman-Owned Business	
<input type="checkbox"/>	Disabled-American Business	
<input type="checkbox"/>	Native-American Small Business	
<input type="checkbox"/>	**HUBZone Empowerment Contracting Program	Small Business Administration
<input type="checkbox"/>	**Small Business – Meets Small Business Administration (SBA) size standards for a small business. SBA size standards are located at http://www.sba.gov/idc/groups/public/documents/sba_homepage/serv_sstd_tablepdf.pdf . Please note, if your firm qualifies as a Small Business, you may self-certify your company with SBA. You can not claim Small Business status unless you are SBA certified. More information on Small Disadvantage Business certification is available at http://www.sba.gov/aboutsba/sbaprograms/sdb/index.html .	
<input type="checkbox"/>	Historically Black College/University (HBCU) or Minority Institution (MI). The Secretary of Education must designate HBCUs/MIs, see list at http://www.ed.gov/about/offices/lists/ocr/edlite-minority_inst.html	

**Certification must be currently listed in the federal database - Central Contractor Register (CCR) www.CCR.gov

And (all below must apply)

<input checked="" type="checkbox"/>	Certifying Eligibility Criteria:
<input type="checkbox"/>	United States Citizen
<input type="checkbox"/>	*Personal Net Worth less than \$750,000 for each individual claiming disadvantage status (Excludes equity of primary residence and individual's ownership interest in company). These individuals must own at least 51% of the company and have a managing control in the daily operations. See 40 CFR 33.201. Personal Net Worth is determined as per 13 CFR 124.104(2) and 124.105(c)(2).
<input type="checkbox"/>	Company meets other certifying criteria listed in Section 8(a)(5) and (6) of SBA Act, 15 USC 631 et seq. See Website for eligibility: http://www.arnet.gov/far/current/html/Subpart%2019_7.html

Please Note, it is your responsibility to notify TCEO if your size, ownership status, net worth or certification status changes

By execution of this form, you attest the information provided is accurate and true.

_____ **Print Name**

_____ **Title**

_____ **Signature**

_____ **Date**

**Important - Under 15 USC 645(d), any person who misrepresents its size or net worth status shall (1) be punished by a fine, imprisonment or both; (2) be subject to administrative remedies; and (3) be ineligible for participation in programs conducted under the authority of the Small Business Act.*

Please note, EPA DBE Program authority is stated in 40 CFR 30, 31, 33, 35 and 40 and is **NOT** the Department of Transportation (DOT) DBE program that is under the authority of 49 CFR 26, however, most DOT DBEs are recognized as eligible EPA DBE participants.

COST OR PRICE SUMMARY FORMAT FOR SUBAGREEMENTS UNDER U.S. EPA ASSISTANCE

PART I - GENERAL

1. RECIPIENT		2. ASSISTANCE IDENTIFICATION NO.	
3. NAME OF CONTRACTOR OR SUBCONTRACTOR		4. DATE OF PROPOSAL	
5. ADDRESS OF CONTRACTOR OR SUBCONTRACTOR		6. TYPE OF SERVICE TO BE FURNISHED	

PART II - COST SUMMARY

7. DIRECT LABOR (Specify labor categories)	ESTIMATED HOURS	HOURLY RATE	ESTIMATED COST	TOTALS	
		\$	\$		
DIRECT LABOR TOTAL:				\$	
8. INDIRECT COSTS (Specify indirect cost pools)	RATE	X BASE =	ESTIMATED COST		
		\$	\$		
INDIRECT COSTS TOTAL:				\$	
9. OTHER DIRECT COSTS					
a. TRAVEL			ESTIMATED COST		
(1) TRANSPORTATION			\$		
(2) PER DIEM			\$		
TRAVEL SUBTOTAL:			\$		
b. EQUIPMENT, MATERIALS, SUPPLIES <i>(Specify categories)</i>		QTY	COST		ESTIMATED COST
			\$		\$
EQUIPMENT SUBTOTAL:					
c. SUBCONTRACTS			ESTIMATED COST		
			\$		
SUBCONTRACTS SUBTOTAL:			\$		
d. OTHER (Specify categories)			ESTIMATED COST		
			\$		
OTHER SUBTOTAL:			\$		
OTHER DIRECT COSTS TOTAL:				\$	
10. TOTAL ESTIMATED COST				\$	
11. PROFIT				\$	
12. TOTAL PRICE				\$	

PART III - CERTIFICATIONS

13. CONTRACTOR OR SUBCONTRACTOR

This proposal is submitted for use in connection with and in response to (1) _____

_____. This is to certify to the best of my knowledge and belief that the cost and pricing data summarized herein are complete, current, and accurate as of (2) _____

and that a financial management capability exists to fully and accurately account for the financial transactions under this project.

I further certify that I understand that the subagreement price may be subject to downward renegotiation and/or recoupment where the above cost and pricing data have been determined, as a result of audit, not to have been complete, current and accurate as of the date above.

(3)

DATE OF EXECUTION

SIGNATURE OF COMPOSER

TITLE OF COMPOSER

14. LOAN RECIPIENT

I certify that I have reviewed the cost/price summary set forth herein and the proposed costs/price appear acceptable for subagreement award.

DATE OF EXECUTION

SIGNATURE OF REVIEWER

TITLE OF REVIEWER



Texas Commission on Environmental Quality Federal Funding Accountability and Transparency Act Reporting Form

Print Form

(See attached instructions and return completed form with signed copies of contract)

The following are EXEMPT from this form:

- Vendors providing goods or services (See OMB Circular A-133)
- Individuals acting as a natural person (i.e., not owning or operating a business or non-profit organization in his or her name)
- Federal Agencies

1) Name

2) DBA Name

3) DUNS Number 4) DUNS Number + 4

5) Address

City State Zip Code

County

6) Parent DUNS Number

7) Primary site where the work will be performed

City State Zip Code

County

8) a) In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates world wide) receive 80 percent or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements? Yes No

If No, then go to Question No. 9 and complete remaining questions.

b) In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates world wide) receive \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements? Yes No

If No, then go to Question No. 9 and complete remaining questions.

c) If Yes, complete link to SEC: <http://www.sec.gov/>

Otherwise, provide names below:

d) Provide below names and compensation of top 5 highly compensated officers:

Name Amount

Name Amount

Name Amount

Name Amount

Name Amount



**Texas Commission on Environmental Quality
Federal Funding Accountability and Transparency Act Reporting Form
(Continued)**

(See attached instructions and return completed form with signed copies of contract)

9) Project Description

10) Contract Number	<input type="text"/>		
11) Form Preparer's Name	<input type="text"/>	12) Preparer's Title	<input type="text"/>
13) Preparer's Phone Number	<input type="text"/>	14) Date Form Completed	<input type="text"/>

TCEQ's USE ONLY

15) Date Contract Signed	<input type="text"/>	16) Amount of Contract	<input type="text"/>
17) CFDA Program Number	<input type="text"/>	18) CFDA Program Title	<input type="text"/>
19) Federal Agency Name	<input type="text"/>		
20) TCEQ Contract Number	<input type="text"/>	21) TCEQ Umbrella Contract Number & Work Order Number (if applicable)	<input type="text"/>
22) USAS Grant Number	<input type="text"/>		



Texas Commission on Environmental Quality Federal Funding Accountability and Transparency Act Reporting Form Instructions

If you believe your entity is qualified for an additional exemption for the following reasons, please notify your TCEQ Project Representative. (See 2 CFR § 25.110)

- Disclosing the entity would compromise classified information, national security, or jeopardize the personal safety of the entity's clients.
- Foreign entity applying for or receiving an award or subaward for a project or program performed outside the United States and valued at less than \$25,000.

- 1) The name of the contractor organization that corresponds with the contractor's Data Universal Numbering System (DUNS) which appears in the Central Contractor Registration (CCR) profile.
- 2) The "doing-business-as" name of the contractor's organization which corresponds with the contractor's DUNS which appears in the Central Contractor Registration (CCR) profile.
- 3) The contractor's organization's 9-digit DUNS number.
- 4) The +4 extension to the DUNS number created by registrants in CCR when there is a need for more than one bank / Electronic Funds Transfer (EFT) account for a location.
- 5) Address where the contractor's organization is located which corresponds with a CCR profile.
- 6) The contractor's parent organization's 9-digit DUNS number which corresponds with the parent CCR profile.
- 7) Primary site where the work will be performed.
- 8) a) In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates world wide) receive 80 percent or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements? Check Yes or No. If NO, then go to question #9 and complete remaining questions.
b) In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates world wide) receive \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements? Check Yes or No. If NO, then go to question #9 and complete remaining questions.
c) If YES to both (a) and (b) above, then does the public have access to the information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section (13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 780(d) or section 6104 of the Internal Revenue Code of 1986? Complete the link to Securities and Exchange Commission (SEC):
<http://www.sec.gov/>
d) If not, then provide the following: Names and compensation of top 5 highly compensated officers; if applicable (This will be the same compensation information which appears in contractor's CCR profile.)
- 9) Project Description (The description should capture the overall purpose of the contract and / or, if there is an umbrella contract then describe the work order project in the umbrella contract.)
- 10) Identifying contract number assigned by the contractor for tracking.
- 11) Identify the form preparer's name.
- 12) Identify the form preparer's title.
- 13) Identify the form preparer's phone number.
- 14) Date form is completed.



**Texas Commission on Environmental Quality
Federal Funding Accountability and Transparency Act Reporting Form
Instructions (Continued)**

TCEQ's USE ONLY

- 15) Date the contract agreement was signed.
- 16) The net dollar amount of federal funds awarded to the contractor.
- 17) The program number associated with the published description of federal assistance program in the Catalog of Federal Domestic Assistance (CFDA).
- 18) The program title associated with the published description of federal assistance program in the Catalog of Federal Domestic Assistance (CFDA).
- 19) The name of the federal awarding agency.
- 20) Identify TCEQ's contract number.
- 21) Identify TCEQ's Umbrella Contract Number and Work Order Number (if applicable).
- 22) Identify TCEQ's Uniform Statewide Accounting System (USAS) Grant Number.