



North Central Texas Council of Governments

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

**REQUEST FOR PROPOSALS
Legacy ATS Feasibility and Conceptual Engineering Study**

June 19, 2026

REQUEST FOR PROPOSALS
FOR Legacy ATS Feasibility and Conceptual Engineering Study

INTRODUCTION

The North Central Texas Council of Governments (NCTCOG) is requesting written proposals from qualified firms(s) to evaluate, analyze, and recommend technologies, alignments, stations, parking locations, and operating plans for an Automated Transportation System (ATS) or similar transit system as a mobility option in the Plano Legacy Area. Automated transportation technology can be implemented in different ways, such as traditional people mover systems or autonomous vehicles that operate along specific routes. NCTCOG is interested in analyzing options pertaining to Automated Transportation Systems in order to provide access to local land uses, improve mobility, serve local circulation needs within and between major developments, as well as serve as a collector distributor mechanism when connected to the regional rail system.

NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS

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

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

PURPOSE AND NEED

NCTCOG is seeking an individual or firm to evaluate, analyze, and recommend technologies, alignments, stations, parking locations, and operating plans for an Automated Transportation System or similar transit system as a mobility option in the Plano Legacy Area.

PROJECT SUPPORT

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

SCOPE OF WORK

The scope of work is summarized by the tasks outlined below. Proposers are encouraged to exercise creativity in responding to the project needs. Modifications to the tasks and task sequencing which will improve the effectiveness of the project effort, while containing costs, are encouraged.

Project Goal: The Legacy Automated Transportation System Feasibility and Conceptual Engineering Study is to evaluate, analyze, and recommend technologies, alignments, stations, parking locations, and operating plans for an Automated Transportation System or similar transit system as a mobility option in the Plano Legacy Area. Automated transportation technology can be implemented in different ways, such as traditional people mover systems or autonomous vehicles that operate along specific routes. NCTCOG is interested in analyzing options pertaining to Automated Transportation Systems in order to provide access to local land uses, improve mobility, serve local circulation needs within and between major developments, as well as serve as a collector distributor mechanism when connected to the regional rail system.

The Consultant will be required to perform the following tasks and produce the deliverables outlined.

Task 1: Project Management

Consultant activities performed under this task include:

Selected consultant(s) to develop a Project Management Plan, provide a project management schedule, and provide project management.

1.1. Develop Project Management Plan that includes the following:

1.1.1 Description of project and key deliverables.

1.1.2 Description of project approach and reporting requirements.

1.1.3 Description of proposed project organization structure.

1.2. Conduct monthly progress meetings, develop meeting materials, and produce meeting minutes.

1.3. Coordination of and participation in internal peer reviews of products, including sessions with the city of Plano, DART, NCTCOG, and other stakeholders at milestone events.

1.4. Perform Quality Assurance, including auditing the project records to verify that Quality Control is being performed as planned on the project calculations and designs

Task 1 Deliverables

1) Final Project Management Plan

2) Monthly Invoices and progress reports for the previous month.

3) Meeting agendas, review materials, and minutes for internal meetings.

4) Meeting materials intended for peer review groups along with peer review findings.

Task 2: Partner Agency, Public, and Local Government Coordination

Consultant activities performed under this task include:

2.1 Engage key stakeholders such as public officials; staff of transit providers, cities, and other municipal entities; and other community leaders.

2.1.1 For each meeting, the Consultant shall prepare status reports regarding study progress, as well as any documentation necessary to support the meeting agenda.

2.1.2 The Consultant will be responsible for coordinating other ad-hoc meetings with the city of Plano, DART, NCTCOG, and other stakeholders as necessary to obtain data and other relevant information necessary for the study tasks.

2.2 Engage the public with a minimum of two public meetings in which they will secure meeting venues, develop meeting notices, advertise, and facilitate community stakeholder groups.

2.2.1 Project scoping and preliminary analysis, and obtain public input

2.2.2 Presentation of alternatives, and obtain public input

2.2.3 Presentation of proposed ATS and implementation options, and obtain public input

Task 2 Deliverables

- 1) Documentation of meetings and stakeholder engagement held, including agendas, summary of meeting discussions, and resulting action items.
- 2) Materials provided for meetings, including presentations and maps.

Task 3: Data Collection

Consultant activities performed under this task include:

3.1 Collect data available from city staff, project partners, or other sources including, but not limited to:

- 2023 NCTCOG ATS Development Study
- City of Plano Comprehensive Plan, including Land Use and Thoroughfare Plan Maps
- City of Plano Zoning and Recent Development Activity Map
- Traffic, Bicycle, and Pedestrian Counts
- Parking Demand Studies
- Projected Traffic Volumes
- Transit Ridership Forecasts
- Forecasted Demographics
- Bicycle and Pedestrian Facilities

3.2 conduct a preliminary environmental review to identify potential environmental concerns within the project limits or as identified by stakeholders.

Task 3 Deliverables

- 1) Technical memorandum, maps, and graphs summarizing the land use, demographics, and transportation connectivity for the study area.
- 2) Preliminary environmental review with potential environmental concerns

Task 4: Alternatives Development and Analysis

Consultant activities performed under this task include:

4.1 Develop alternatives and analyze using an appropriate performance-based evaluation methodology to determine the preferred ATS alternative for the Plano Legacy Area. In determining which alternatives are most appropriate for Plano Legacy Area, the Consultant will perform a preliminary ridership estimation based on the ATS Feasibility Analysis Tool. This ATS feasibility tool can be used to provide initial insight into the feasibility of an ATS with a questionnaire format that seeks information on the general characteristics of the proposed development and surrounding region. The methodology will include input from the stakeholders. Alternatives should be developed and analyzed to address elements in the following categories:

4.1.1 Technology

Assess the technology used for each alternative. An automated vehicle technology capable of providing frequent service is desired. The vehicle size, capacity, and speed, as well as the number of vehicles to meet the estimated demand should be studied. Additionally, the method of propulsion, need for grade separation, and any other key factors specific to each technology should be examined. These alternatives may range from systems requiring fixed guideways to flexible vehicular systems that utilize existing streets, roadways, and/or paved common areas.

4.1.2 Route Alignment

Analyze the need for and location of a fixed route for each alternative. Assess the comparative impact of the alternatives on other transportation services. This will include assessing the impact on traffic and vehicle trip reduction within the study area as well as

connectivity and accessibility to existing and future transit services. Also assess the impact of the alternatives on economic development with respect to existing land uses, known or anticipated development plans, joint-development potential, and other locally significant factors.

4.1.3 Station Locations

Analyze the need for and quantity, spacing, and location of stations within the study area to foster the most efficient and effective transportation system. This should include evaluating the connectivity to community paths, bikeway networks, off-street shared-use paths, as well as connectivity and accessibility to existing and future transit services.

4.1.4 Parking Analysis

Analyze the applicability of integrating one or more shared-use parking facilities into the design of the ATS, potential locations, and the impact on ridership. This should include evaluating the connectivity to community paths, bikeway networks, off-street shared-use paths, as well as connectivity and accessibility to existing and future transit services.

4.1.5 Operating Plans

Establish operating plans which should consist of, but not be limited to, the hours of operation and frequency of service.

Task 4 Deliverables

- 1) Evaluation methodology report.
- 2) Evaluation summary tools (matrices and graphics) illustrating evaluation process results.
- 3) Technical memorandum summarizing the evaluation of alternatives including:
 - a. narrative and graphical description of alternatives
 - b. maps displaying the alignment alternatives
 - c. the recommended alternative, consisting of a chosen technology, route alignment, station locations, parking locations, and operating plan.
- 4) Additionally, the performance-based evaluation methodology will be provided to NCTCOG for use in future projects.

Task 5: Final Report

Consultant activities performed under this task include:

5.1 Prepare a comprehensive report reflecting the findings and recommendations from the completion of Tasks 1 through 5 for review by NCTCOG.

5.2 The final report will include, but not be limited to:

5.2.1 an executive summary,

5.2.2 all appropriate sections and chapters documenting the results of Tasks 1 through 5,

5.2.3 Final recommendation for the preferred alternative and a recommended path forward for implementation

5.2.4 Appendix and glossary.

Task 5 Deliverables

- 1) Provide draft report of the alternatives analysis and financial plans to NCTCOG.
- 2) Provide 5 bound copies of the final report incorporating comments received from NCTCOG.
- 3) Provide an electronic version of the draft and final reports as a Portable Document Format (PDF) and in an editable format in Microsoft Word.

PROJECT SCHEDULE

Proposers shall develop a schedule of tasks with completion deadlines and methodologies for the project. NCTCOG will select all the identified tasks or a subset of the tasks to be completed. NCTCOG and the selected firm will jointly determine a schedule for progress meetings in accordance with the final schedule for the scope of work. The timetable for completion of this project is **eighteen** OTHER from the date the consultant firm is authorized to proceed. NCTCOG anticipates the contract will begin in early October 2026.

A budget of approximately **three hundred seventy thousand dollars** is allocated to conduct this project.

CONSULTANT SELECTION CRITERIA

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

1. Project Understanding	30 percent
2. Scope of Services	25 percent
3. Project Manager/Staff Qualifications	20 percent
4. Knowledge of the Dallas/Fort Worth Area	10 percent
5. Firm Qualifications/Consultant References	10 percent
6. Project Schedule	5 percent

If the CSC determines that interviews will be required before a final decision can be made, the interviews will take place **the week of August 3, 2026** . Proposers should be willing and able to attend these interviews in person or via web conference, if necessary. Consultants who are invited to an interview will be notified by the close of business on **July 31, 2026** that an interview has been scheduled. Costs for developing the proposal and costs attributed to interviews (and subsequent negotiations) are at the proposer's own expense and will not be reimbursed by NCTCOG.

CONTRACT AWARD

Following final negotiations of the work plan and costs satisfactory to NCTCOG, the consultant will be asked to execute a firm fixed price, milestone-based contract with NCTCOG, subject to federal regulations. NCTCOG reserves the right to reject any and all proposals, to contract for any or all portions of the project with the selected consultant, or to hire multiple firms.

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

Proposers who have exceptions or modifications to the contract language should note those modification or exceptions in the proposal response rather than marking an exception in Bidnet.

QUESTIONS AND ANSWERS

All questions regarding the RFP shall be directed in writing via the Bidnet Direct by Sovra (“Bidnet Direct”) Platform by the close of business on **June 26, 2026 16:00:00**. All questions and responses will be posted on Bidnet Direct at [North Central Texas Council of Governments - Bid Opportunities and RFPs | BidNet Direct](#) by the close of business on **July 1, 2026**. NCTCOG reserves the right to respond to inquiries as it deems necessary.

OVERALL PROCUREMENT SCHEDULE

This RFP shall be used to accept, review, and score proposals based on the following schedule with the intent of awarding a Firm-Fixed Price, milestone-based contract, subject to federal regulations. The following represents the schedule of procurement activities leading to contract award:

Issue Request for Proposals	June 19, 2026 2026-06-19
Last Day to Submit Questions	June 26, 2026 16:00:00
NCTCOG Response to Q&A	July 1, 2026
Proposals Due & Proposal Public Opening	July 17, 2026 16:00:00
Consultant Selection Committee	week of July 27, 2026
Interviews (if needed)	week of August 3, 2026
NCTCOG Committee Approval	September 24, 2026
Execute Contracts	Early October 2026

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

*Public opening of the proposals will be done via TEAMS on **July 17, 2026**. A link to the TEAMS meeting is below.

Microsoft Teams Meeting:

Join:<https://teams.microsoft.com/meet/256907188283854?p=cyXVsDJnDQRI8BHOLy>

Meeting ID: 256 907 188 283 854

Dial in by phone

+1 903-508-4574

Phone conference ID: 262 751 587#

INSTRUCTIONS FOR PROPOSALS

ARCHITECTURAL/ENGINEERING SERVICES

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

Additional information is provided below:

1. NCTCOG is requesting electronic submission of proposal documents to www.bidnetdirect.com/texas/nctcog. NCTCOG will be releasing this RFP on **Friday, June 19, 2026** in the Bidnet Direct system and will accept electronic submissions through the Bidnet Direct system only. The Bidnet Direct submittal will count as the official submittal. Proposals must be submitted in Bidnet Direct no later than **5:00 p.m., Central Time**, on **Friday, July 17, 2026**. Proposals received after that time will not be accepted.
2. The proposal should address the criteria identified in the Request for Proposals that will be used for consultant selection. Proposals should include, at a minimum, the following information.
 - **Proposal Formatting** – Proposals should be printed double-sided and include a footer containing consultant firm name, page number, and total pages in the proposal. (e.g., Planning firm 1 of 20).
 - **Cover Letter** -- A brief summary of the key points of the proposal and approach to accomplishing the work. Name and address of the firm, as well as the contact person's name, phone number, and email address should also be included.
 - **Project Understanding** - A general description of the approach to be used in accomplishing the work, including the project organization and management plan. Senior personnel who will work on the project, including subcontractor personnel, should be identified by name and by role in the project; e.g., project manager, principal in charge, project advisor, etc. The project manager in particular must be specified and a clear indication given as to his/her involvement in the project. If more than one firm will be involved, the proposal should clearly delineate the work to be accomplished by each firm and how the work will be coordinated and managed. Any special requirements or coordination needs should be clearly identified.
 - **Scope of Services and Schedule** - This section should respond to the Request for Proposals task descriptions for the project by describing clearly in detail what and how work in each task will be accomplished, the technical methodology to be used, and the planned work flow and schedule. A description should be included concerning quality control and how this will be maintained and accomplished during the course of this project.

- **Consultant Qualifications** - This section should identify the background and experience of the consulting firm(s) and individuals in similar types of work and the results of that experience, along with up-to-date references (name, current affiliation, and phone number), should be included. Knowledge of the Dallas-Fort Worth area should be specifically indicated.
 - **Compliance Requirements** - This section should include signed attestations found under the notices section in Bidnet Direct. Failure to submit signed attestations may deem the proposal nonresponsive. The Sample Contract contains additional compliance requirements based on anticipated funding agency, which are included for the Proposers awareness.
3. The NCTCOG Executive Board encourages the use of local firms. However, all proposals, regardless of firm locale, will be evaluated using the consultant selection criteria contained in the Request for Proposals.
 4. A consultant selection committee will review the proposals and select a firm it considers qualified to undertake the project. The selection of the proposal will be based on the technical proposal and/or interviews but will be subject to negotiation of conditions of cost satisfactory to NCTCOG. NCTCOG reserves the right to reject any or all proposals and to contract for any or all portions of the project with the selected consultant.
 5. The Texas Legislature has adopted House Bill 1295. In short, the law states a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties (Form 1295) to our agency at the time of a signed contract. As part of contract development, the consultant will be asked to complete the disclosure of interested parties electronically and submit through the Texas Ethics Commission website. NCTCOG will provide a specific contract number associated with the award for inclusion in the submittal. Once submitted, the consultant will be requested to return an e-mail confirmation of submittal to NCTCOG.
 - For more information about the process, please visit the following website for a Frequently Asked Questions:
https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php
 6. Procurement information shall be a public record to the extent provided by the Texas Open Records Act and the Freedom of Information Act and shall be available to the public as provided therein. If a proposal contains information that the proposer considers proprietary and does not want disclosed to the public or used for any purpose other than the evaluation of the offer, all such information must be indicated with the following suggested language:

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

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

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

CONTRACT

STATE OF TEXAS

COUNTY OF TARRANT

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

ARTICLE I

COVENANT

The **CONSULTANT** covenants and agrees to perform the technical and professional work for completion of the **Legacy Automated Transportation System Feasibility and Conceptual Engineering Study** 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.

Agreement Number

Legacy Automated Transportation System Feasibility and Conceptual Engineering Study

Consultant Legal Name

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**.

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

ARTICLE III

ADDITIONAL PROVISIONS

All maps, data, reports, research documentation, graphic presentation materials, etc., prepared by the **CONSULTANT** as part of the work under this Contract shall become the property of

Agreement Number

Legacy Automated Transportation System Feasibility and Conceptual Engineering Study

Consultant Legal Name

NCTCOG upon completion of this Contract or any phase thereof or, in the event of termination under Article X hereof, at the time of payment in accordance with Article X.

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

“Prepared in cooperation with the Regional Transportation Council, **NCTCOG**, and the Texas Department of Transportation (TxDOT).”

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

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 (75%) percent** 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

Agreement Number

Legacy Automated Transportation System Feasibility and Conceptual Engineering Study

Consultant Legal Name

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 type of charges that would be allowable under 2 Code of Federal Regulations (CFR) 200, "Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

ARTICLE VI

PAYMENTS

For the performance of this Contract, **NCTCOG** shall pay the **CONSULTANT** the fee specified in Appendix B. **NCTCOG** shall pay the **CONSULTANT** the amount of costs claimed and certified on each invoice, subject to approval of claimed costs by **NCTCOG**. Unless there is a bona fide dispute, payment shall be made within **forty-five (45)** days of receipt of a complete invoice provided all deliverables are received. **CONSULTANT** shall pay subcontractors the appropriate share of the payment no later than **ten (10)** days after receiving payment from **NCTCOG**. When the project has been completed to the satisfaction of **NCTCOG**, the **CONSULTANT** shall submit an invoice clearly labeled "Final Invoice".

ARTICLE VII

RECORDS

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

ARTICLE VIII

FUNDING AGENCY REQUIREMENTS

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

"subcontract" as used in this clause excludes (1) purchase orders not exceeding **ten thousand dollars (\$10,000)** and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

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

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

- C. Interest of Members of Congress. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Contract or to any benefit arising therefrom.
- D. Interest of Public Officials. No member, officer, or employee of the public body or of a local public body during their tenure or for one year thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof.
- E. Noncollusion. The **CONSULTANT** warrants that it has not employed or retained any company or person, other than a bona fide employee working for it, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a

bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. If the **CONSULTANT** breaches or violates this warranty, **NCTCOG** shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, gift, or contingent fee.

- F. Gratuities. Any person doing business with or who, reasonably speaking, may do business with **NCTCOG** under this Contract may not make any offer of benefits, gifts, or favors to employees of **NCTCOG**, **NCTCOG'S** funding partners or representatives of **NCTCOG'S** committees or Boards. Failure on the part of the **CONSULTANT** to adhere to this policy may result in termination of this Contract.
- G. Nondiscrimination on the Basis of Disability. The **CONSULTANT** agrees that no otherwise qualified disabled person shall, solely by reason of their disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under the project. The **CONSULTANT** shall insure that all fixed facility construction or alteration and all new equipment included in the project comply with applicable regulations regarding Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance, set forth in 49 CFR Part 27 and any amendments thereto.
- H. Control of Drug Use. The **CONSULTANT** agrees to comply with the terms of the Federal Transit Administration regulation, "Prevention of Alcohol Misuse and Prohibiting Drug Use in Transit Operations" set forth in 49 CFR Part 655. The **CONSULTANT** agrees to maintain a drug-free workplace and ensure all subcontractors comply with the terms set forth in the

previous regulation. At a minimum the drug-free workplace policy shall include notification of prohibited activities relating to drugs, notification of requirement to abide by policy as a condition of employment, and drug disclosure requirements.

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

payments; assessing sanctions; liquidated damages; and/or disqualifying the contractor from future bidding as non-responsible.¹

- J. Compliance with Non-Discrimination Laws and Regulations. During the performance of this Contract, the **CONSULTANT**, for itself, its assignees, and successors agrees to comply with all applicable laws and regulations relative to nondiscrimination in federally assisted programs of the U.S. Department of Transportation, including, but not limited to the following: Title VI of the Civil Rights Act of 1964; 23 USC 140; Rehabilitation Act of 1973 (29 USC 794); Age Discrimination Act of 1975 (42 USC 6102); Americans with Disabilities Act of 1990 (42 USC 12132); 41 CFR Part 60; 49 CFR Parts 21, 26, and 27; and 23 Parts 200, 230, and 633. Compliance with these laws and regulations shall be accomplished in the manner more particularly set out hereinafter in Appendix C. of this Contract.
- K. Substitution of Subcontractors. **NCTCOG** must approve all substitutions of subcontracts. Contractors added after the initial execution of this Contract shall be procured in a fair and competitive manner.
- L. Disputes and Remedies. Should disputes arise concerning the Scope of Services or additional agreed upon work to be performed under this Contract, the **CONSULTANT** and **NCTCOG** shall negotiate in good faith toward resolving such disputes. **NCTCOG** shall be responsible to its funding agencies for the settlement of all contractual and administrative issues arising out of procurement entered into in support of the Unified Planning Work Program. Violation or breach of Contract terms by the **CONSULTANT** may be grounds for

¹ Pursuant to the Interim Final Rule (IFR) published by USDOT on October 3, 2025, DBE goals are suspended pending Unified Certification Program reevaluation of DBEs under the individualized standard outlined in the IFR.

termination and should **NCTCOG** terminate the Contract due to a breach by the **CONSULTANT**, any direct increased costs arising from the termination shall be paid by the **CONSULTANT**.

- M. Copyrights. Except as otherwise provided in the terms and conditions of the Contract, **NCTCOG** is free to copyright any books, publications, or other copyrightable materials developed in the course of or under a federal Agreement. Except as otherwise provided in the terms and conditions of the Contract, the funding agency shall reserve a royalty-free nonexclusive and irrevocable right to produce, publish, or otherwise use, and to authorize others to use, the work for government purposes.
- N. Subcontracts. The **CONSULTANT** is required to perform all work except specialized services or other tasks specifically exempted in the Contract, except that governmental recipients of 23 U.S.C. 104(f) or 402 funds may subcontract as necessary to accomplish approved work program activities. All subcontracts exceeding **ten thousand dollars (\$10,000)** in cost shall contain all required provisions of the prime Contract.
- O. Federal, Funding Agency, and State Requirements. The **CONSULTANT** shall comply with provisions detailed in Appendix C, E, F, and G. Where applicable, the **CONSULTANT** shall incorporate required provisions in any subcontract entered into as part of this Contract.
- P. Internal Compliance Program. **NCTCOG** has adopted an Internal Compliance Program to prevent waste, fraud, or abuse. Contractors, agents, and volunteers can report suspected waste, fraud, or abuse at: <https://www.nctcog.org/agency-administration/compliance-portal>. Additional information regarding the Internal Compliance Program is available at the previous web address.

Agreement Number

Legacy Automated Transportation System Feasibility and Conceptual Engineering Study

Consultant Legal Name

ARTICLE IX

INDEMNIFICATION

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

ARTICLE X

TERMINATION OF CONTRACT

NCTCOG may terminate this Contract, or any portion of it, by serving at least a **thirty-day (30)** notice of termination on the **CONSULTANT** which shall be effective on the date of the receipt of the notice of termination. The notice shall state whether the termination is for convenience of **NCTCOG** or for default of the **CONSULTANT**. If the termination is for default, the notice shall state the manner in which the **CONSULTANT** has failed to perform the requirements of the Contract. The **CONSULTANT** shall account for and return to **NCTCOG** any property in its possession paid for from funds received from **NCTCOG**, or property supplied to the **CONSULTANT** by **NCTCOG**. The **CONSULTANT** shall promptly submit its termination claim for reimbursement to **NCTCOG**, and the parties shall negotiate the termination settlement to be paid. If the termination is for the convenience of **NCTCOG**, the **CONSULTANT** shall be paid its costs up to the time of notice to stop work, reasonable contract close-out costs, and a pro rata portion of the fee which reasonably reflects the quantity and quality of work performed up to the time of

termination. If, after serving a notice of termination for default, **NCTCOG** determines that the **CONSULTANT** has an excusable reason for not performing, such as a strike, fire, flood, events which are not the fault of and are beyond the control of the **CONSULTANT**, **NCTCOG**, after setting up a new work schedule, may allow the **CONSULTANT** to work, or treat the termination as a termination for convenience.

ARTICLE XI

LEGAL CONSTRUCTION

In case any one or more of the provisions contained in this Contract shall for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE XII

VENUE

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

APPENDICES

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

Appendix A: Scope of Services

Appendix B: Budget

Appendix C: Title VI Assurances

Appendix D: Purposefully Excluded

Appendix E: Required 2 CFR 200 Clauses

Appendix F: Required State Clauses Certification

Appendix G: Flowdown Provisions from the Texas Department of Transportation

Agreement Number

Legacy Automated Transportation System Feasibility and Conceptual Engineering Study

Consultant Legal Name

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

NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS

Todd Little, Executive Director

Date

<<insert consultant name>>

<<Signatory Authority, Title>>

Date

APPENDIX A

SCOPE OF SERVICES

APPENDIX B

**BUDGET
PURPOSEFULLY EXCLUDED**

APPENDIX C

TITLE VI ASSURANCES

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

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

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

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

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

APPENDIX D

(Purposefully Excluded)

APPENDIX E

REQUIRED 2 CFR 200 CLAUSES

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

1. **Equal Employment Opportunity.** **CONSULTANT** shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, sex, and religion.
2. **Davis-Bacon Act.** **CONSULTANT** agrees to comply with all applicable provisions of 40 USC § 3141 – 3148.
3. **Contract Work Hours and Safety Standards.** **CONSULTANT** agrees to comply with all applicable provisions of 40 USC § 3701 – 3708 to the extent this agreement indicates any employment of mechanics or laborers.
4. **Rights to Invention Made Under Contract or Agreement.** **CONSULTANT** agrees to comply with all applicable provisions of 37 CFR Part 401.
5. **Clean Air Act, Federal Water Pollution Control Act, and Energy Policy Conservation Act.** **CONSULTANT** agrees to comply with all applicable provisions of the Clean Air Act under 42 USC § 7401 – 7671, the Energy Federal Water Pollution Control Act 33 USC § 1251 – 1387, and the Energy Policy Conservation Act under 42 USC § 6201.
6. **Debarment/Suspension.** **CONSULTANT** is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. **CONSULTANT** and its subcontractors shall comply with the special provision “Certification Requirements for Recipients of Grants and Cooperative Agreements Regarding Debarments and Suspensions”.
7. **Restrictions on Lobbying.** **CONSULTANT** agrees to comply with all applicable provisions of 2 CFR §200.450. **CONSULTANT** shall include a statement of compliance with the Lobbying Certification and Disclosure of Lobbying Activities in procurement solicitations exceeding **one hundred thousand dollars (\$100,000)**. Lobbying Certification and Disclosure of Lobbying Activities shall be completed by subcontractors and included in subcontractor contracts, as applicable. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
8. **Procurement of Recovered Materials.** **CONSULTANT** agrees to comply with all applicable provisions of 2 CFR §200.322.

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

public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. **NCTCOG** and the **CONSULTANT** must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712.

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

APPENDIX E.1

RESTRICTIONS ON LOBBYING

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

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

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

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

APPENDIX E.2

**LOBBYING CERTIFICATION
FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

The undersigned certifies to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension continuation, renewal amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or Agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name address city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and Contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1.) If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative Agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; invitation for Bid (B) number, grant announcement number; the Contract grant, or loan award number; the application/proposal control number assigned by the Federal agency.) Include prefixes, e.g. "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individuals(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate boxes(s). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual Contract with Federal officials. Identify the Federal official(s) or employee(s) Contracted or the officer(s), employees, or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and the telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Agreement Number
Project Name
Consultant Legal Name

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

Reporting Entity: _____ Page _____ of _____

Reproduction

Authorized for Local

Standard Form - LLL-A

Agreement Number
Project Name
Consultant Legal Name

APPENDIX F

**FORM COG07-25(H1)
REQUIRED STATE CLAUSES CERTIFICATION**

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

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

- a. If required to make a certification pursuant to Texas Government Code Section 2271.02, the **CONSULTANT** providing goods and services under this Contract confirms that it does not and will not boycott Israel during the term of this Contract. The **CONSULTANT** shall incorporate required provisions in any subcontract entered into as part of this Contract.

- b. Pursuant to Chapter 2276, Government Code, as enacted by S.B. 13, 87th Legislature, **NCTCOG** is prohibited from using public funds to contract with entities who boycott energy companies. The **CONSULTANT** verifies that it does not discriminate against energy companies and will not discriminate during the term of the contract. The **CONSULTANT** shall incorporate required provisions in any subcontract entered into as part of this Contract.

- c. Pursuant to Chapter 2274, Government Code, as enacted by S.B. 19, 87th Legislature, **NCTCOG** is prohibited from using public funds to contract with entities who discriminate against firearm and ammunition industries. The **CONSULTANT** agrees that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract. The **CONSULTANT** shall incorporate required provisions in any subcontract entered into as part of this Contract.

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

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

Agreement Number
Project Name
Consultant Legal Name

APPENDIX G

FLOWDOWN PROVISIONS FROM THE TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT)

1. Civil Rights Compliance

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

threatened with, litigation with a subcontractor or supplier because of such direction, **CONSULTANT** may request the State to enter into such litigation to protect the interests of the State. In addition, **CONSULTANT** may request the United States to enter into such litigation to protect the interests of the United States.

2. Disadvantaged Business Enterprise Program Requirements

- a. **CONSULTANT** shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (USDOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Provider shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of USDOT-assisted contracts.
- b. Each sub-award or sub-contract must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

3. Pertinent Non-Discrimination Authorities

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

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

- h. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
 - i. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
 - j. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).
4. Ineligibility to Receive State Grants or Loans, or Receive Payment on State Contracts
In accordance with Section 231.006 of the Texas Family Code, a child support obligor who is more than **thirty (30)** days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least **twenty-five (25)** percent is not eligible to:
- a. Receive payments from state funds under a contract to provide property, materials or services; or
 - b. Receive a state-funded grant or loan.

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