



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

P.O. Box 13087, MC 182
Austin, Texas 78711-3087

**REQUEST FOR GRANT APPLICATIONS
SCHOOL BUS RETROFITS TO REDUCE EMISSIONS FROM DIESEL
SCHOOL BUSES IN TEXAS
“Grant Projects for FY 2010”**

Solicitation Number: 582-10-10577

APPLICATION DUE DATE: April 15, 2010 at 5:00 p.m. c.s.t.

ISSUED BY:

Alfred Chaney, Contract Specialist

DATE 03/08/2010

Texas Clean School Bus Grant Program

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

American Recovery and Reinvestment Act (ARRA) Funded - Fiscal Year 2010

RFGA Contract No. 582-10-10577

Eligible Entities

A 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. For grants to be awarded under this RFGA, eligibility will be limited to Eligible Entities located in the following counties:

- **Austin Area:** Williamson, Travis, Bastrop, Caldwell, and Hays Counties
- **Beaumont-Port Arthur:** Hardin, Orange, and Jefferson Counties
- **Corpus Christi Area:** Nueces and San Patricio Counties
- **Dallas-Fort Worth:** Denton, Collin, Tarrant, Dallas, Rockwall, Kaufman, Ellis, Johnson, and Parker Counties
- **El Paso County**
- **Houston-Galveston-Brazoria:** Brazoria, Fort Bend, Waller, Montgomery, Liberty, Chambers, Galveston, and Harris Counties
- **San Antonio Area:** Comal, Guadalupe, Wilson, and Bexar Counties
- **Tyler-Longview:** Upshur, Gregg, Rusk, Smith and Harrison Counties
- **Victoria County**

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 April 15, 2010.

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 requirements established in this RFGA,
- the terms and conditions included in this RFGA, *including the Project Completion deadline of July 31, 2010,*
- the project work plan and other commitments on the application forms and
- the ARRA assurances and certifications and the additional ARRA program conditions.

The award of a grant is dependent upon funding availability and the TCEQ may suspend acceptance of applications prior April 15, 2010. 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>, <http://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 78711-3087

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

**Request for Grant Activities for School Bus Retrofits
American Recovery and Reinvestment Act Funded - *Fiscal Year 2010***

CLEAN SCHOOL BUS GRANT REQUIREMENTS

1. PROGRAM OVERVIEW:

- 1.1 This special program is funded under the American Recovery and Reinvestment Act (ARRA) of 2009, Public Law 111-5. The ARRA was enacted to improve the U.S. economy, to preserve and create jobs and promote economic recovery; assist those most impacted by the recession; provide investment needed to increase economic efficiency by spurring technological advances in science and health; invest in transportation, environmental protection, and other infrastructure that will provide long-term benefits; and stabilize state and local government budgets.
- 1.2 Within the parameters and requirements established for using ARRA funds, 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 TCEQ adopted rules to implement this program under 30 Texas Administrative Code (TAC), Chapter 114, Subchapter K, Division 4.
- 1.3 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.
- 1.4 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.
- 1.5 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 A Texas school district, charter school, or transportation system provided by a countywide school district that is located in the following eligible counties (grouped by area) may apply for and receive a grant under this program:
- **Austin Area:** Williamson, Travis, Bastrop, Caldwell, and Hays Counties
 - **Beaumont-Port Arthur:** Hardin, Orange, and Jefferson Counties
 - **Corpus Christi Area:** Nueces and San Patricio Counties
 - **Dallas-Fort Worth:** Denton, Collin, Tarrant, Dallas, Rockwall, Kaufman, Ellis, Johnson, and Parker Counties
 - **El Paso County**
 - **Houston-Galveston-Brazoria:** Brazoria, Fort Bend, Waller, Montgomery, Liberty, Chambers, Galveston, and Harris Counties
 - **San Antonio Area:** Comal, Guadalupe, Wilson, and Bexar Counties
 - **Tyler-Longview:** Upshur, Gregg, Rusk, Smith and Harrison Counties
 - **Victoria County**

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 of the application) 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 adjust or exceed funding amounts. The TCEQ may select parts of an application for funding and may fund less than the amount requested. 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 a bus' use 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 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. CCFS must be installed in combination with another technology verified by the EPA or CARB.
 - 5.1.2 Diesel Particulate Filters. Diesel particulate filters (DPF) that are verified by the U.S. Environmental Protection Agency (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 ppm – 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.
 - 5.1.4 Partial Flow through Filters. Partial Flow through Filters (FTF) that are verified by EPA or CARB to reduce PM emissions may be considered for specific vehicle and engine uses.

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 (particulate matter) 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. ELIGIBLE COSTS

- 6.1 The TCEQ will reimburse the cost of equipment purchase and installation, subject to limitations expressed in

Article 6.4. 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.

6.2 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 applicant or vendor and may not be charged to the grant, either directly or as an addition to the equipment cost.

6.3 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.

6.4 All purchase decisions must be based on sound business practices and arm's length bargaining. In most cases, this requires a competitive procurement process. The maximum reimbursement amounts for equipment purchase and installation are:

- Diesel Particular Filters - \$8,250.00 per device/bus
- Diesel Oxidation Catalyst - \$1,500.00 per device/bus
- Closed Crankcase Filtration System - \$800.00 per device/bus; CCFS cannot be installed as a stand-alone device.
- Partial Flow Through Filters - \$6,000.00 per device/bus

The TCEQ may consider exceptions to the caps on a case-by-case basis with adequate justification from the applicant.

7. DETERMINATION OF ELIGIBILITY OF COST

7.1. 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.

7.2. 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.

7.3. 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/divisions/stategrants/guidelines/files/UGMS062004.doc>

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

- 7.4.1. amounts deducted from the true price of the purchase of Grant Equipment whether as discounts, rebates, refunds or otherwise;
- 7.4.2. amounts which the Performing Party owes or agrees to pay the vendor or contractor for any purpose other than the implementation of Grant Activities;
- 7.4.3. 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,
- 7.4.4. amounts which are reimbursed by other public sources or for which tax credits or other public financial incentives are received by the Performing Party.

7.5. 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.

8. REIMBURSEMENT

- 8.1. **Eligibility for reimbursement.** Except as provided for under Article 8.2, 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.
- 8.2. **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 applicant and a vendor.
- 8.3. **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.
- 8.4. **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.
- 8.5. 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:
- 8.5.1. Canceled checks or wire transfers;
 - 8.5.2. Written purchase agreements;
 - 8.5.3. Bills of Sale or Receipts for Delivery;
 - 8.5.4. Other documentation requested by TCEQ in order to support the assertions in the Request for Reimbursement.
- 8.6. The TCEQ may waive the requirement for submission of any supporting documents that are not applicable to the Performing Party.
- 8.7. The TCEQ may at any time, in its sole discretion, establish additional criteria and requirements for reimbursement of costs.
- 8.8. 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.

8.9. 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.

8.10. 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.

9. CONTRACT REQUIREMENTS

9.1 When signed by both the applicant and the TCEQ, the application becomes part of the Agreement. By submitting a signed application, the applicant 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.

9.2 The Performing Party must maintain the grant-funded retrofit system in good operating condition. Performing Parties should include at minimum a five (5)-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.

9.3 The Project Completion date is July 31, 2010. All retrofits must be installed by the project completion date in order to be eligible for cost reimbursement. Extensions shall be granted in only cases of extreme hardship after a showing is made by the school district and the Contract is amended. The Performing Party must submit any requests to change the project completion date in writing to the TCEQ prior to the end of the contract.

10. MONITORING AND REPORTING

10.1 The Performing Party must monitor bus use for the five(5)-year Activity Life and may be requested by TCEQ to provide appropriate confirmation. The five(5)-year Activity Life is established by contract and commences when the retrofitted bus goes back in service.

10.2 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.

11. APPLICATION AND AGREEMENT

The applicant must determine the specific buses to be retrofitted and obtain final bids for equipment and installation before submitting an application. Three(3) 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.

12. PUBLIC INFORMATION

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

13. STANDARDS AND MEASURES OF PERFORMANCE

13.1 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 applicant's performance during the term of the contract.

13.2 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, record-keeping, 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.

13.3 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.

14. PERFORMANCE EVALUATION

The TCEQ will prepare a written evaluation of the Performing Party upon completion of the contract, 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

1. 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.
2. 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 authorized expenses, shall expire on July 31, 2010, 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.
3. 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.
4. 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, 2015, or until the end of the Activity Life, whichever is later.
5. 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:
 - 5.1. reject substandard performance and request corrections without charge to the TCEQ;
 - 5.2. issue notice of substandard performance or other non-conforming act or omission;
 - 5.3. request and receive return of any over payments or inappropriate payments;
 - 5.4. reject reimbursement request and suspend payment pending accepted revision of substandard performance or non-conformity;
 - 5.5. suspend all or part of the Work and/or payments pending accepted revision of substandard performance or non-conformity;
 - 5.6. 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
 - 5.7. 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.

6. 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.
7. 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).

8. 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.
9. 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.
10. 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.
11. 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.
12. 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.
13. Debts. The TCEQ may offset against reimbursement payments, any amounts owed by the Performing Party or its principals to the TCEQ or the State of Texas or for child support, whether owed under this program or otherwise.
14. State Auditor's Office. Pursuant to Government Code §2262.003(a), Contractor 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. Contractor 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. Contractor 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. Contractor will ensure that this clause concerning the authority to audit funds

received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards.

15. 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 Project Life as set forth in this Agreement, and for three years after the ending date of the Project 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.
16. 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.
17. 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.
18. 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.
19. In performing the Grant Activities, the Performing Party undertakes performance for its own benefit and not as agent for the TCEQ.
20. 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.
21. 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.
22. 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.
23. 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.
24. 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.

25. 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 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.
26. 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 Performing Party, who agree that 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.
27. 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.
28. 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.
29. Reimbursement Upon Early Termination. If terminated for convenience by TCEQ,
30. 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. If the basis for a termination for cause is found to not be material, the termination is converted into a termination for convenience.
31. 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.
32. 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.
33. 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
34. Definitions:
 - 34.1. *Activity* – the installation of a single retrofit system for an individual vehicle, in accordance with the terms of the Contract Documents.
 - 34.2. *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.
 - 34.3. *Application* - the application for a grant submitted by the Performing Party, including the Signature Page; Forms 1, 2, 3, and 4; and any amendments or supplemental conditions added to the application in order for it to be approved.
 - 34.4. *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.

- 34.5. *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.
- 34.6. *Minor Change* - a written document that changes the specific equipment, vehicle or engine for a unit listed in the application.
- 34.7. *Performing Party* – the Grantee or legal Eligible Applicant named in the Contract Documents.
- 34.8. *Project Completion Date* – The required deadline for purchase and installation of Grant Equipment. The Project Completion Date is a material term to the contract.
- 34.9. *Written Amendment* - a document signed by the Performing Party and the TCEQ that changes at least one term in the contract, 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 TERMS AND FORMS

This section contains the federal terms and conditions as well as federal forms. None of these documents are required to be returned until after a grant award has been made. Certain geographic areas within Texas are associated with federal dollars. TCEQ will award federal funds based on those restrictions, to the relevant school districts.

1. These Federal Conditions are applicable to this Contract because there are federal funds associated with the funding. The following conditions apply to this Contract in addition to all other contract terms. The Federal Conditions are based generally on requirements for which TCEQ is responsible and on the specific funding provided by the grant funding this agreement.

2. FEDERAL REQUIREMENTS

All applicable requirements of TCEQ's federal grants and 40 CFR Parts 30 through 35 are incorporated by reference.

3. 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 Contract are 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 Contract.

4. 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 Contract is publicized or reported in news media or publications. All reports and other documents completed as a part of this Contract, 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.

5. COST AND PRICE OF THIS CONTRACT

If this Contract 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.

6. ACCOUNTING SYSTEMS AND PROPERTY MANAGEMENT SYSTEMS

6.1. 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.

6.2. PERFORMING PARTY shall have a property management system that complies with the standard of and requirements in 40 CFR §§ 31.32 through 31.33.

7. RECORD DOCUMENTS, DATA, RECORDS, ACCESS, AND AUDIT

7.1 The Federal Government and its agencies will have no fewer rights of access to records as are granted to, assigned to, or reserved by the TCEQ under this Contract.

7.2 Performing Party standards of administration, property management, procurement and financial management, as well as records and facilities of recipients, their contractors and subcontractors are subject to audit and inspection by the Comptroller General of the United States and EPA in accordance with Office of Management and Budget (OMB) Circulars A-87, A-102, or A-110, as appropriate, A-133 and 40 CFR Part 31. The Performing Party's standards governing procurement shall be in accordance with 40 CFR, Part 31.36 and OMB Circular A-102. The recipient shall maintain a financial management system which meets the requirements of 40 CFR Part 31.20.

8. DEBARMENT

Recipient shall fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)." On or prior to the effective date of this Contract, PERFORMING PARTY must submit a Certification Regarding Debarment, Suspension, and Other Responsibility Matters. PERFORMING PARTY must also submit a Certification Regarding Debarment, Suspension, and Other Responsibility Matters / Lower Tier for each subcontractor it employs to conduct the Work. These certifications must be submitted on forms provided by the TCEQ.

8.1 Recipient may access the Excluded Parties List System at www.epls.gov. This term supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

9. MINORITY BUSINESS ENTERPRISES / WOMEN'S BUSINESS ENTERPRISES (MWBEs)

9.1. PERFORMING PARTY shall take steps to encourage participation by minority business enterprises and women's business enterprises (MWBEs) in the performance of this Contract.

9.2. If the *General Conditions* of this Contract do not contain a requirement that PERFORMING PARTY submit information regarding its subcontracts with Historically Underutilized Businesses (HUBs) as defined by Texas law, then PERFORMING PARTY shall comply with the MBE/WBE requirements imposed on TCEQ in the federal grant or grants funding this Contract, and submit information regarding its subcontracts with MBE/WBEs on forms provided by the TCEQ.

9.3. PERFORMING PARTY agrees that qualified MWBEs 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 and by way of goods and/or services procurement contracts that directly support the required Work.

9.4. PERFORMING PARTY will submit a completed HUB PROGRESS ASSESSMENT REPORT with each reimbursement request submitted. At a minimum this report shall include the name of the MWBE, a description of the work, services or materials provided, the amount paid to the MWBE, and the name and telephone number of a contact person within the MWBE.

9.5. The PERFORMING PARTY shall conduct the following actions in connection with solicitations for subcontractors and for suppliers (vendors) of contract-required goods and/or services:

9.5.1. Place qualified MWBEs on solicitation lists for subcontractors and vendors;

9.5.2. Assure that at least three MWBEs are solicited whenever they are potential sources for subcontractor-performed work or vendor-provided goods and/or services;

9.5.3. Each solicitation shall include a copy of the specifications, adequate information about the plans, Scope of Service, and requirements of the work to be subcontracted or the goods and/or services to be procured, and shall provide sufficient time to allow all interested parties the opportunity to participate effectively;

9.5.4. Records of solicitations for subcontractor or vendor services, including the responses received from potential MWBE subcontractors and vendors, shall be maintained and reported to TCEQ;

9.5.5. Submit explanatory information in cases where bids were not solicited prior to obtaining the services of subcontractors or vendors, or where a MWBE was low bidder but the subcontract or procurement contract was awarded to a non MWBE;

9.5.6 Divide total subcontractor or vendor requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such business enterprises; if sufficient subcontracting or goods and/or service provider opportunities are not available, PERFORMING PARTY shall submit explanatory information to TCEQ;

9.5.7. Establish delivery schedules, where requirements permit, which encourage participation by MWBEs;

9.5.8. Utilize the Texas Comptroller of Public Accounts (CPA) Centralized Master Bidders List (CMBL) and Historically Underutilized Business (HUB) Directory (<http://www.window.state.tx.us/procurement/>) and the services and assistance of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce (<http://www.doc.gov>) when searching for MWBE subcontractors and/or vendors; and

9.5.9. Require its subcontractors to take the actions listed in 5.1 - 5.8 of this Article in all of its subcontracts that contemplate the letting of lower-tier subcontracts.

10. PROHIBITION USE OF FEDERAL FUNDS FOR LOBBYING AND LITIGATION

10.1 Contractor 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 Contractor applies for final payment, Contractor will certify on a written form provided by the TCEQ that Contractor has complied with this provision.

10.2 Recipients shall abide by its respective OMB Circular (A-21, A-87, or A-122), which prohibits the use of federal grant funds for litigation against the United States. Any Part 30 recipient shall abide by its respective OMB Circular (A-21 or A-122), which prohibits the use of Federal grant funds to participate in various forms of lobbying or other political activities.

10.3 The recipient agrees to comply with Title 40 CFR Part 34, *New Restrictions on Lobbying*. The recipient shall include the language of this provision in award documents for all subawards exceeding \$100,000.00, and require that subrecipients submit certification and disclosure forms accordingly. 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 \$10,000.00 and not more than \$100,000.00 for each such expenditure.

11. TCEQ AND EPA PROVISIONS INCORPORATED INTO THIS AGREEMENT.

All Programmatic Conditions remain the same project management and execution will be very closely monitored by EPA representatives throughout the assistance agreement's project and budget periods. TCEQ incorporates into this Agreement provisions that it is required to pass through to grant recipients by EPA to facilitate effective implementation of the scope of work and strong ongoing collaboration between the TCEQ and EPA.

12. Any State agency or agency of a political subdivision of a State which is using appropriated Federal funds shall comply with the requirements set forth in Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962). Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds \$10,000.00 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000.00 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 CFR 247.

13. In accordance with EPA Order 1000.25 and Executive Order 13101, Greening the Government Through

Waste Prevention, Recycling, and Federal Acquisition, the recipient agrees to use recycled paper for all reports which are prepared as a part of this agreement. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms. Please note that Section 901 of Executive Order 13101, dated September 14, 1998, revoked Executive Order 12873, Federal Acquisition, Recycling, and Waste Prevention in its entirety.

14. In accordance with 40 CFR Part 31.41, the recipient shall submit an annual Financial Status Report (FSR), Standard Form 269 or 269A.

15. Pursuant to 40 CFR 30.18, if applicable and 15 USC 2225a, the recipient agrees to ensure that all space for conferences, meetings, conventions, or training seminars funded 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). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance (FEMA ID is currently not required), or to find other information about the Act.

16. In accordance with OMB Circular A-133, the recipient shall obtain a single audit if it expends \$500,000.00 or more a year in federal awards.

17. The recipient organization of this EPA assistance agreement must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 40 CFR 36.000 – 36.230.

17.1 The consequences for violating this condition are detailed under Title 40 CFR 36.510, which can be accessed at http://www.access.gpo.gov/nara/cfr/waisidx_06-40cfr36_06.html.

18. The Federal share of allowable expenditures chargeable to this project will be financed by the EPA through the U.S. TREASURY AUTOMATED STANDARD APPLICATION FOR PAYMENTS (ASAP) SYSTEM.

18.1 The recipient will provide timely reporting of cash disbursements and balances through annual submission (within 15 working days following the end of each calendar year for the reporting period January 1 ending December 31) of a Federal Cash Transactions Report (SF-272).

19. Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term “management fees or similar charges” refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this assistance agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

End of Federal Terms and Conditions

American Recovery and Reinvestment Act Conditions

These American Recovery and Reinvestment Act terms and conditions have been negotiated into the application and contract between TCEQ and the Performing Party prior to TCEQ signature. Therefore, the Performing Party has indicated its agreement with these provisions by initialing each page of these additional terms.

1. DRUG-FREE WORKPLACE CERTIFICATION FOR ALL EPA RECIPIENTS

The Performing Party must make an ongoing 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 recipient organization must identify all known workplaces under its federal awards and keep this information on file during the performance of the award.

The consequences for violating this condition are detailed under Title 40 CFR 36.510. Recipients can access the Code of Federal Regulations (CFR) Title 40 Part 36 at <http://frwebgate1.access.gpo.gov/cgi-bin/TEXTgate.cgi?WAISdocID=416750340757+23+1+0&WALSaction=retrieve>.

2. RECYCLED MATERIALS

In accordance with Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962) any State agency or agency of a political subdivision of a State that is using appropriated Federal funds shall comply with the requirements set forth Regulations issued under RCRA Section 6002. This requirement applies to any acquisition of an item where the purchase price exceeds \$10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by EPA These guidelines are listed in 40 CFR 247.

3. SINGLE AUDITS

In accordance with OMB Circular A-133, which implements the single Audit Act the recipient hereby agrees to obtain a single audit from an independent auditor if it expends \$500,000 or more in total Federal funds in any fiscal year. Within nine months after the end of a recipient's fiscal year or 30 days after receiving the report from the audit the recipient shall submit a copy of the SF-SAC and a Single Audit Report Package.

The Performing Party **MUST** submit a copy of the SF-SAC and a Single Audit Report Package, using the Federal Audit Clearinghouse's Internet Data Entry System Complete information on how to accomplish the Single Audit Submissions is available on the Federal Audit Clearinghouse Web site <http://harvester.census.gov/fac/>.

4. TRAFFICKING VICTIM PROTECTION ACT OF 2000

Pursuant to Section 106 of the Trafficking Victims Protection Act of 2000, as amended, the following provisions apply to this Contract:

a. Either the Federal awarding agency or TCEQ may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity: (1) is determined to have violated an applicable prohibition in the Prohibition Statement below, 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 below 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 Government wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 1532. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in the Prohibition Statement below

b. The right of either the Federal awarding agency or TCEQ to terminate unilaterally described in paragraph (a) of this award term: (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 us under this award.

c. Performing Party must include the requirements of the Prohibition Statement below in any subaward you make to a private entity.

Prohibition Statement- The Performing Party, Performing Party's employees, the subrecipients under this award, and the 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 that the award is in effect; or use forced labor in the performance of the award or subawards under the award.

5. CERTIFICATIONS

Prior to obligating funds for an infrastructure investment project, recipient must (a) provide a certification from the Governor or Chief Environmental Executive as appropriate, stating that (1) the infrastructure investment has received the full review and vetting required by the award, (2) the Governor or Chief Environmental Executive accepts responsibility that the infrastructure investment is an appropriate use of taxpayer dollars; and (b) ensure that the certification is posted on a website and linked to www.recovery.gov. Performing Party is not authorized to conduct infrastructure investment projects with these funds.

6. INSPECTOR GENERAL REVIEWS

In addition to the access to records provisions of 2 CFR 215.53 or 40 CFR 31.42, and in accordance with the provisions of Section 1515 of the American Recovery and Reinvestment Act of 2009 (ARRA), recipient agrees to allow any appropriate representative of the Office of Inspector General to (1) examine any records of the recipient any of its procurement contractors and subcontractors or subgrantees, or any State or local agency administering such contract that pertain to, and involve transactions relating to the procurement contract, subcontract, grant or subgrant; and (2) interview any officer or employee of the recipient subcontractor, grantee, subgrantee, or agency regarding such transactions.

The Performing Party is advised that providing false fictitious or misleading information with respect to the receipt and disbursement of EPA grant funds may result in criminal and civil or administrative fines and/or penalties. Recipient should be aware that the findings of any review along with any audits, conducted by an inspector general of a Federal department or executive Agency and concerning funds awarded under ARRA shall be posted on the inspector general's website and linked to www.recovery.gov, except that information that is protected from disclosure under Sections 552 and 552a of Title 5, United States Code may be redacted from the posted version.

7. PROTECTION OF WHISTLEBLOWERS

In accordance with Section 1553 of ARRA, Performing Party agrees that employees of non-Federal employer receiving covered funds may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing including a disclosure made in the ordinary course of an employee's duties to the Recovery Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State, or Federal regulatory or law enforcement Agency, a person with supervisory authority over the employee, a court or grand jury, the head of a Federal agency, or their representatives, information that the employee reasonably believes is evidence of gross mismanagement of an agency contract or grant relating to grant funds; (2) a gross waste of covered funds; (3) a substantial and specific danger to public health or safety related to implementation or use of grant funds; (4) an abuse of authority related to implementation or use of covered funds; or (5) a violation of law; rule, or regulation related to, a grant awarded or issued relating to covered funds.

8. FALSE CLAIM

The Performing Party, and its sub-grantees or contractors must promptly refer to EPA's Inspector General any credible evidence that a principal, employee, agent, sub-grantee contractor, subcontractor, loan recipient, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving funds provided under this grant or subgrants awarded by the Performing Party.

9. TRANSPARENCY AND ACCOUNTABILITY

Recovery Act Transactions listed in Schedule of Expenditures of Federal Awards and Responsibilities for Informing Sub-recipients

(a) To maximize the transparency and accountability of funds authorized under the ARRA as required by Congress and in accordance with 2 CFR 215, subpart 21 "Uniform Administrative Requirements for Grants and Agreements" and OMB Common Rules provision recipients agree to maintain records that identify adequately the source and application of ARRA funds.

(b) As a grantee covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," Performing Party agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. This shall be accomplished by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

(c) Performing Party agrees to separately identify to each sub-recipient or subcontractor, and document at the time of sub-award and at the time of disbursement of funds the Federal award number, CFDA number, and amount of Recovery Act funds. When Performing Party awards ARRA funds for an existing program, the information furnished to sub-recipients or subcontractors shall distinguish the subawards of incremental ARRA funds from regular subawards under the existing program.

(d) Performing Party agrees to require their sub-recipients or subcontractors to include on their SEFA information to specifically identify ARRA funding similar to the requirements for the recipient SEFA or subcontractors described above. This information is needed to allow the Performing Party to properly monitor the sub-recipient or subcontractor expenditure of ARRA funds as well as oversight by the Federal awarding agencies Offices of Inspector General and the Government Accountability Office.

10. OMB GUIDANCE

This award is subject to all applicable provisions of implementing guidance for ARRA issued by the United States Office of Management and Budget, including the Initial Implementing Guidance for the American Recovery and Reinvestment Act (M-09-10) issued on February 18, 2009 and available at <http://www.recovery.gov/sites/default/files/m09-15.pdf>, and any subsequent guidance documents issued by OMB.

The Performing Party is advised that providing false, fictitious or misleading information with respect to the receipt and disbursement of EPA grant funds may result in criminal, civil or administrative fines and/or penalties.

11. UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES

As a function of accepting federal funding of clean school bus retrofit projects, the recipient school districts must follow requirements for the utilization of small, minority and woman owned business. In most cases, the

procurement requirements that the receiving school district follows for using federal funds will be sufficient.

GENERAL COMPLIANCE, 40 CFR, Part 33

The Performing Party agrees to comply with the requirements of EPA's Program for Utilization of Minority and Women's Business Enterprises (MBE/WBE) in procurement under assistance agreements, contained in 40 CFR, Part 33.

FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D

Current Fair Share Objective/Goal

The dollar amount of this assistance agreement is \$250,000, or more; or the total dollar amount of all of the Performing Party's non-TAG assistance agreements from EPA in the current fiscal year is \$250,000, or more. The Texas Commission on Environmental Quality has negotiated the following applicable MBE/WBE fair share objectives and goals with EPA as follows:

MBE: CONSTRUCTION-35%; SUPPLIES-26%; SERVICES-30%; EQUIPMENT 18%
WBE: CONSTRUCTION 7%; SUPPLIES-33%; SERVICES-33%; EQUIPMENT-17%

SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C

Pursuant to 40 CFR, Section 33.301, the Performing Party agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement and to require that sub-recipients/subcontractors, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

- (a) Require Disadvantaged Business Enterprises (DBEs) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities For Indian Tribal, State, and local government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources;
- (b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules where the requirements permit in a way that encourages and facilitates participation by DBEs in the competitive process This includes, whenever possible posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date;
- (c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local government recipients this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process;
- (d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually;
- (e) Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce in finding DBEs; and
- (f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

MBE/WBE REPORTING, 40 CFR, Part 33, Sections 33.502 and 33.503

The Performing Party agrees to complete and submit EPA Form 5700-52A, "MBE/WBE Utilization Under Federal Grants Cooperative Agreements and Interagency Agreements" beginning with the Federal fiscal year reporting period the recipient receives the award and continuing until the project is completed **Only procurements with certified MBE/WBEs are counted toward a recipient's**

MBE/WBE accomplishments. The reports must be submitted **semiannually** for the periods ending March 31st and September 30th for:

Recipients of financial assistance agreements that capitalize revolving loan programs (CWSRF, DWSRF, Brownfields); and all other recipients not identified as annual reporters (40 CFR Part 30 and 40 CFR Part 35, Subpart A and Subpart B recipients are annual reporters).

The reports are due within 30 days of the end of the semiannual reporting periods (April 30th and October 30th). Reports should be sent to R6 DBE Coordinator. Final MBE/WBE reports must be submitted within 90 days after the project period of the grant ends. Your grant cannot be officially closed without all MBE/WBE reports.

EPA Form 5700-52A may be obtained from the EPA Office of Small Business Program's Home Page on the Internet at http://www.epa.gov/osbp/pdfs/5700_52a.pdf.

CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302

The Performing Party agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)

Recipients of a Continuing Environmental Program Grant or other annual reporting grant agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to or chooses to follow, competitive bidding requirements. For specific requirements and exemptions see 40 CFR; Section 33.501 (b) and (c).

12. ARRA Logo

The Performing Party must display the ARRA Logo in a manner that informs the public that the project is an ARRA investment. The ARRA logo may be obtained from the EPA grants office or from the TCEQ. If the EPA logo is displayed along with the ARRA logo and logos of other participating entities, the EPA logo must not be displayed in a manner that implies that EPA itself is conducting the project. Instead, the EPA logo must be accompanied with a statement indicating that the Performing Party received financial assistance from EPA for the project.

13. Compliance with Civil Rights Laws

The Performing Party must comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and a variety of program-specific statutes with nondiscrimination requirements.

Other civil rights laws may impose additional requirements on recipients and subrecipients. These laws include, but are not limited to, Title VII of the Civil Rights Act of 1964 (prohibiting race, color, national origin religion, and sex discrimination in employment), the Americans with Disabilities Act (prohibiting disability discrimination in employment and in services provided by State and local governments, businesses, and non-profit agencies), and the Fair Housing Act (prohibiting race, color, national origin, age, family status and disability discrimination in housing), as well as any other applicable civil rights laws.

For questions about these civil rights obligations please call the EPA's Office of Civil Rights at 202-564-7272. Other information is at <http://www.epa.gov/civilrights/>.

14. Wage Rate Requirements under Section 1606 of the ARRA

Section 1606 of the ARRA requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. The Performing Party is not authorized to conduct work that is subject to this provision.

15. Compliance

The Performing Party will comply with all requirements applicable to the use of funds provided by the federal government under ARRA, and the State of Texas including those listed in Executive Orders RP-70 and RP-72, located on the website, <http://governor.state.tx.us/news/executive-order/13293/>.

16. Buy American

None of the funds provided by the grant may be used for a project for the construction, alteration, maintenance or repair of a public building or public work unless all the iron, steel, and manufactured goods used in the project are produced in the United States. The Performing Party agrees that construction, alteration, maintenance or repair of a public building or public work does not fall within the scope of this Contract.

17. Reporting Information

The Performing Party shall require its vendor(s) to provide the following reporting information as required in this contract.

18. Report on Senior Officer's Compensation

Report on Senior Officers' Compensation - Within one month of contract execution, Performing Party will provide in writing to TCEQ either:

(A) confirmation that the two conditions described in the following section (Section B) do not apply to Performing Party, or

(B) the names and total compensation of the five most highly compensated officers of Performing Party if - (1) Performing Party in its preceding fiscal year received - (a) 80 percent or more of its annual gross revenues in Federal awards; and (b) \$25,000,000 or more in annual gross revenues from Federal awards; and (2) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 [26 USC § 6104].

“Total compensation” means the cash and noncash dollar value earned by the executive during the subrecipient's past fiscal year of the following (for more information see 17 CFR 229.402(c)(2)): (i). Salary and bonus. (ii). Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with FAS 123R. (iii). Earnings for services under non-equity incentive plans. Does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees. (iv). Change in pension value. This is the change in present value of defined benefit and actuarial pension plans. (v). Above-market earnings on deferred compensation which are not tax-qualified. (vi). Other compensation. For example, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property if the value for the executive exceeds \$10,000.

19. MONTHLY PROGRESS REPORT

The Performing Party shall request from the TCEQ Contract Manager a monthly reporting template for submitting monthly progress reports.

Performing Party shall submit monthly progress reports in the reporting template (Attachment 1). Monthly progress reports shall be submitted through electronic submission to the TCEQ Contract Manager in accordance with deliverable due dates provided in the table below. ARRA monthly reports will terminate after the completion of the work.

20. REPORTING DELIVERABLE DUE DATES:

The following are deliverable due dates:

Task No.	Deliverable	Due Date
20.1	Provide DUNS number or register for DUNS	Within thirty working days of TCEQ signing the contract
20.2	Notification in writing to TCEQ of ARRA funded job openings	Within five working days of the job posting. Performing Party should post ARRA-funded job openings on WorkinTexas.com and distinguish them as ARRA-funded positions.
20.3.	Monthly Progress Reports	By the fifth of the following month

ATTACHMENT 1

ARRA Monthly Progress Report

Report for Month of: _____

Section 1: Subrecipient Information

School District Name	
Subaward Number (TCEQ Contract No.)	
DUNS No.	
Subrecipient Congressional District Number	
Amount of Subaward	
Subaward Date	
Address	
City	
State	
Zip + 4	
Country	

Subrecipient DUNS No. - The sub recipient organization's nine (9) digit Data Universal Numbering System (DUNS) number.

Subaward Number - Subaward Number or other identifying number assigned by the recipient (TCEQ).

Subrecipient Congressional District - The congressional district number corresponding to your zip code. You may search for your Congressional District by visiting <http://www.house.gov>.

Amount of subaward - Amount of your subaward from TCEQ

Subaward Date - Date subaward was signed

Zip + 4 - Information must include a nine (9) digit zip code

ATTACHMENT 1

ARRA Monthly Progress Report

Section 2: Vendor Information

Subaward Number (PO No.)	
Vendor DUNS number	
Vendor Name	
Vendor HQ zip + 4	
Product Service Description	
Payment Amount	

Subaward Number - Award number or other identifying number, such as a purchase order number, assigned by the sub-recipient.

Vendor DUNS Number - The vendor's nine (9) digit Data Universal Numbering System (DUNS) number.

Vendor Name - The name of the vendor.

Vendor HQ Zip Code + 4 - Required if DUNS number is not available. Must enter a nine (9) digit zip code.

Product and Service Description – A description of the product and/or service provided by the vendor.

Payment Amount – The amount invoiced to the vendor (aggregated) that will be paid with ARRA funds.

ATTACHMENT 1

ARRA Monthly Progress Report

Section 3: Jobs Information

Month	Jobs Created	Jobs Retained	Total Number of Jobs	Job Creation Narrative Description

Formula for calculating jobs created or retained (expressed as a Full-time Equivalent - FTE):

FTE = Total Number of Hours Worked and Funded by Recovery Act within the Reporting Month divided
by
Quarterly Hours in a Full-time schedule for the Month

- A *job created* is a new position created and filled, or previously existing unfilled position that is filled, that is funded by the Recovery Act.
- A *job retained* is an existing position that is now funded by the Recovery Act.
- A job must be counted as either a job created and retained; it cannot be counted as both.
- A funded job is defined as one in which the wages or salaries are either paid for or will be reimbursed with Recovery Act funding.

Total Number of Jobs – Jobs created and retained.

Job Creation Narrative Description includes:

- job titles
- broader labor categories
- contractor's existing practice for describing jobs as long as the terms used are widely understood and describe the general nature of the work

ATTACHMENT 1

ARRA Monthly Progress Report

Section 4: Project Information – This section is to be filled out when project is completed.

Please provide the following information for each school bus that is retrofitted:

Vehicle Type	On-Highway
Target Fleet	School Bus
Vehicle Class	School Bus
Vehicle Count	
Engine Make	
Engine Model	
Engine Model Year	
Retrofit Year	
Technology	
Current Fuel Type	
Amount of Fuel Used	
Annual Miles	
Idling Hours	

Vehicle Type – Enter the vehicle type, "On Highway".

Target Fleet – Enter "School Bus".

Vehicle Class – Enter "School Bus".

Vehicle Count – Enter the number of vehicles that fall under this class or type of nonroad equipment.

Model Year – Enter the model year of this vehicle set.

Retrofit Year – Enter the year in which the retrofit will take place.

Technology – Enter the type of technology to be used. Example: Diesel Particulate Filter, Replacement, Biodiesel 100

Current Fuel Type – Select the type of fuel that is currently being used (prior to any clean diesel activity change).

Amount of Fuel Used – Enter the amount of fuel used in gallons for all vehicles in the row (i.e. if the Vehicle Count is 2 and each vehicle uses 2,000 gallons/year, enter 4,000).

Annual Miles – For ON-HIGHWAY ONLY, Enter the average number of vehicle miles traveled per year per vehicle.

Idling Hours – For ON-HIGHWAY ONLY, Enter the average number of hours the vehicle idles per year.

ARRA EXHIBITS



LOBBYING AND LITIGATION CERTIFICATION FOR GRANTS AND COOPERATIVE AGREEMENTS*

INSTRUCTIONS:

* At project completion, complete this form pursuant to the 2001 Department of Veterans Affairs and Housing and Urban Development, and Independent Appropriations Act, Public Law 106-377, Section 424 and 2000 Department of Veterans Affairs and Housing and Urban Development, and Independent Appropriations Act, Public Law 106-74, Section 426 and any other subsequent Appropriation Act requirements.

Please mail this form to your EPA Grant Specialist within 90 days of project completion. DO NOT send this information to the Office of Management & Budget.

Assistance Agreement Number(s):

I hereby certify that none of these funds have been used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

Signature of the Chief Executive Officer

Date

Print Name

Burden Statement - The annual public reporting and record keeping burden for this collection of information is estimated to average 5 minutes per respondent. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclose or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to , a collection of information unless it displays a currently valid OMB control number. The OMB control numbers for EPA's regulations are listed in 40 CFR Part 9 and 48 CFR Chapter 15.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Regulatory Information Division, U.S. Environmental Protection Agency, Ariel Rios Building, 1200 Pennsylvania Avenue, N.W., Mail Code 3213A, Washington, DC 20460; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, 725 17th Street, N.W., Washington, DC 20503, Attention: Desk Officer for EPA. Include the EPA ICR number and OMB control number in any correspondence.

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 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 (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

<ol style="list-style-type: none"> 1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application. 2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives. 3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. 4. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. 5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F). 6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the 	<ol style="list-style-type: none"> basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application. 7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. 8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
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<p>9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for federally-assisted construction subagreement.</p> <p>10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.</p> <p>11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).</p>		<p>12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.) Related to protecting components or potential components of the national wild and scenic rivers system.</p> <p>13. Will assist the awarding agency in assuring compliance will Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).</p> <p>14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.</p> <p>15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) Pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.</p> <p>16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) Which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.</p> <p>17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."</p> <p>18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.</p>
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<p>SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL</p>	<p>TITLE</p>	
<p>APPLICANT ORGANIZATION</p>		<p>DATE SUBMITTED</p>



Environmental
Protection Agency

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

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
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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.).

APPLICANT ORGANIZATION	DATE SUBMITTED
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Standard Form 424B (Rev 7-2009) Back

'Subcontractor 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.

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

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

CONTRACT ITEM NO.	ITEM OF WORK OR DESCRIPTION OF SERVICES RECEIVED FROM THE PRIME CONTRACTOR	AMOUNT SUBCONTRACTOR WAS PAID BY PRIME CONTRACTOR
<div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 45%; border-top: 1px solid black; border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="width: 45%; border-top: 1px solid black; border-bottom: 1px solid black; margin-bottom: 5px;"></div> </div> <div style="display: flex; justify-content: space-between;"> Subcontractor Signature Title/Date </div>		



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

The public reporting and recordkeeping burden for this collection of information is estimated to average fifteen (15) minutes. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclose or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed EPA DBE Subcontractor Participation Form to this address.



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 SUBCONTRACTOR¹		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
Currently certified as an MBE or WBE under EPA's DBE Program? <input type="checkbox"/> Yes <input type="checkbox"/> No Signature of Prime Contractor Date Print Name Title _____ _____ Signature of Subcontractor 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.



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

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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



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

The public reporting and recordkeeping burden for this collection of information is estimated to average fifteen (15) minutes. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclose or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

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