

Texas Commission on Environmental Quality
Cooperative Reimbursement Contract
for State Agencies and Intergovernmental Organizations
CONTRACT SIGNATURE PAGE

Contract Name: Water Data Exchange (WADE)

Contract Number:

Subrecipient:

Subrecipient Identification Number:

Not to Exceed Amount: \$ _____

Effective Date: ☐ Date of last signature ☒

Expiration Date: ☒ 09/30/2016 ☐ Last day of Fiscal Year in which the Contract was signed

☐ If checked, this Contract requires matching funds. Match Requirement:

☐ If checked, this Contract is funded with federal funds.

CFDA Number: 66.608

Federal Grant Number: OS-83546301

This Contract is entered under: ☐ Gov't Code ch. 771 ☐ Gov't Code ch. 791 ☒ Water Code § 5.124 and 5.229

The Texas Commission on Environmental Quality (TCEQ), an agency of the State of Texas, and the named Subrecipient, an agency of the State of _____ or an intergovernmental organization, enter this agreement (Contract) to cooperatively conduct authorized governmental functions and activities.

The Parties agree as follows: (a) to be effective, the Contract must be signed by an authorized official of the TCEQ and the Subrecipient; (b) this Contract consists of all documents specified in the list of Contract Documents following this page; and (c) as authorized by TCEQ, Subrecipient will conduct Contract Activities as part of its own authorized governmental functions and TCEQ will reimburse Allowable Costs subject to this Contract.

**Texas Commission on
Environmental Quality (TCEQ)**

(Subrecipient)

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

Date

Date

Procurements & Contracts Representative

Printed Name

Date

CONTRACT DOCUMENTS LIST
Cooperative Reimbursement Contract
for State Agencies and Local Governments

This Contract between TCEQ and Subrecipient consists of the Contract Documents listed on this page and marked by an "X." Documents on this list include all amendments. In the event of a conflict of terms, the Contract Documents as amended control in the descending order of the list, subject to provisions in the Special Terms and Conditions, if any. All Contract provisions, however, are subject to control by the latest amendment and most specific provision and by the applicable state and federal laws, rules and regulations.

- ☒ Contract Signature Page
- ☒ Contract Documents List (this page)
- ☒ Federal Conditions Special Terms and Conditions
- ☒ General Terms and Conditions
- ☒ Scope of Work
- ☒ Contract Cost Budget
- ☒ Attachment A (Financial Status Report) – (To be filled out and returned to the TCEQ Project Manager on a monthly basis)
- ☒ Attachment B (Release of Claims) – (To be filled out and returned with the final invoice)
- ☒ Attachment C (Personnel Eligibility List) – (To be filled out and returned with the signed contract)
- ☒ Attachment D (EPA Grant Work Plan Narrative)
- ☒ Attachment E (Certifications) – (To be filled out and returned to the TCEQ Project Manager within 30 days of the execution of the contract)
- ☒ Attachment F (Proposals for Grant Activities Cost Budget) – (To be filled out and included with all PGAs)
- ☒ Attachment G (Federal Forms) – (Instructions for the different federal forms is included)
- ☒ Attachment H (Drug Free Work Place for Grantees) – (To be filled out with signed contract)
- ☒ Attachment I (Notices, Project Representatives and Records Location) – (To be filled out and returned with signed contract)

Federal Conditions

Introduction: In this Agreement, you are granted federal funds of the U.S. Environmental Protection Agency (EPA) as a subrecipient through the TCEQ, the Prime Recipient. Under this Agreement you agree to manage your project in compliance with all the Federal Conditions in the Agreement. The EPA requires TCEQ to monitor your compliance with the federal requirements in the Agreement. Please help us to help you comply.

1. PAYMENT TO CONSULTANTS. EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by you or by your contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. As of January 1, 2012, the limit is \$596.00 per day and \$74.50 per hour. This rate does not include transportation and subsistence costs for travel performed (you will pay these in accordance with your normal travel reimbursement practices).

The service contracts between you and firms for services which are awarded using the procurement requirements in 40 CFR 30 or 31, as applicable, are not affected by this limitation unless the terms of the contract provide you with responsibility for the selection, direction, and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. See 40 CFR 31.36(j) or 30.27(b).

2. HOTEL-MOTEL FIRE SAFETY

Pursuant to 40 CFR 30.18, if applicable, and 15 USC 2225a, you agree to ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). You 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.

3. LOBBYING. The chief executive officer of the your entity shall ensure that no grant funds provided under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the United States or the TCEQ unless authorized under existing law. You shall abide by its respective OMS Circular (A-21, A-87, or A-122) or its replacement, which prohibits the use of federal grant funds for litigation against the United States or for lobbying or other political activities.

4. COPYRIGHT, PATENT. In accordance with 40 CFR 31.34 for State, local and Indian Tribal governments or 40 CFR 30.36, EPA has the right to reproduce, publish, use, and authorize others to use copyrighted works or other data developed under this assistance agreement for Federal purposes.

Examples of a Federal purpose include but are not limited to: (1) Use by EPA and other Federal employees for official Government purposes; (2) Use by Federal contractors performing specific tasks for the Government; (3) Publication in EPA documents provided the document does not disclose trade secrets (e.g., software codes) and the work is properly attributed to the you through citation or otherwise; (4) Reproduction of documents for inclusion in Federal depositories; (5) Use by State, tribal and local governments that carry out delegated Federal environmental programs as "co-regulators" or act as official partners with EPA to carry out a national environmental program within their jurisdiction and; (6) Limited use by you to carry out Federal grants provided the use is consistent with the terms of EPA's authorization to the other you to use the copyrighted works or other data.

Under Item 6, you acknowledge that EPA may authorize another grant recipient to use the copyrighted works or other data developed under this award and Agreement grant as a result of:

- a. the selection of another grant recipient by EPA to perform a project that will involve the use of the copyrighted works or other data or;
- b. termination or expiration of this Agreement.

In addition, EPA may authorize another recipient to use copyrighted works or other data developed with EPA funds provided under this grant Agreement to perform another grant when such use promotes efficient and effective use of Federal grant funds.

5. **SUSPENSIONS, DEBARMENT.** You shall fully comply with Subpart C of 2 CFR Part 180 entitled, "Responsibilities of Participants Regarding Transactions Doing Business with Other Persons," as implemented and supplemented by 2 CFR Part 1532. You are responsible for ensuring that any lower-tier covered transaction, as described in Subpart B of 2 CFR Part 180, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. You are responsible for further requiring the inclusion of a similar term or condition in any subsequent lower-tier covered transactions. You acknowledge that failing to disclose the information required under 2 CFR 180.335 may result in the delay or negation of the award and this assistance Agreement, or pursuance of legal remedies, including suspension and debarment.

You may access suspension and debarment information at <http://www.sam.gov>. This system allows you to perform searches determining whether an entity or individual is excluded from receiving Federal assistance. This term and condition supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

6. You, as a Subrecipient of the EPA assistance award through TCEQ, must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 40 CFR 36.200 - 36.230. Additionally, in accordance with these regulations, your 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. You can access the Code of Federal Regulations (CFR) Title 40 Part 36 at http://www.access.gpo.gov/nara/cfr/waisidx_06/40cfr36_06.html.

7. a. You agree to:

1. Establish all subaward agreements in writing;
2. Maintain primary responsibility for ensuring successful completion of your EPA and TCEQ-approved project (this responsibility cannot be delegated or transferred to your lower-tier subawarded);
3. Ensure that all your subawards comply with the standards in Section 21O(a)-(d) of OMB Circular A-133 and are not used to acquire commercial goods or services for you or your subawardees for other purposes;
4. Ensure that all your subawards are made to eligible subrecipients and that proposed subaward costs are necessary, reasonable, and allocable;
5. Ensure that all subawards to 501(c)(4) organizations do not involve lobbying activities;
6. Monitor the performance of your subrecipients and ensure that they comply with all applicable regulations, statutes, and terms and conditions which flow down in the subaward;
7. Obtain EPA's consent before making a subaward to a foreign or international organization, or a subaward to be performed in a foreign country; and
8. Obtain TCEQ approval for any new subaward work that is not outlined in the TCEQ-approved Work Plan.

b. Any questions about your subrecipients' eligibility or other issues pertaining to your subawards should be addressed to the TCEQ's Project Manager. Additional information regarding subawards may also be found at <http://www.epa.gov/ogd/guide/subaward-policy-part-2.pdf>. Additionally, guidance for distinguishing between vendor and Subrecipient relationships and ensuring compliance with Section 21O(a)-(d) of OMB Circular A-133 can be found at <http://www.epa.gov/ogd/guide/subawards-appendix-b.pdf> and <http://www.whitehouse.gov/omb/circulars/a133/a133.html>.

c. You are responsible for selecting your subrecipients and for conducting subaward competitions in accordance with this Agreement and your state laws.

8. Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable costs. 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.

9. Any financial obligations of the EPA or the TCEQ for your reimbursements are limited by the amount of federal funding awarded to you as of the date as shown on

TCEQ-approved budget. If you incur costs in anticipation of receiving additional funds from EPA or TCEQ, you do so at your own risk.

10. Trafficking in Persons.

a. Provisions applicable to your subrecipient if it is a private entity.

1. Your subrecipient that is a private entity and any lower-tier subrecipient that is a private-entity and all their employees are prohibited from:

- i. Engaging in severe forms of trafficking in persons during the period of time that your federally-funded subaward agreement is in effect;
- ii. Procuring a commercial sex act during the period of time that this federally-funded subaward agreement is in effect; or
- iii. Using forced labor in your subrecipient's performance of activities described in this Agreement or the subaward agreement.

b. Provisions applicable to you as subrecipient as a non-private entity.

1. Either EPA or TCEQ, the principal recipient and subawarding agency, may unilaterally terminate this award and Agreement, without penalty, if your subrecipient or any lower-tier subrecipient is a private entity that:

- i. Is determined to have violated an applicable prohibition in paragraph 10.a.1 of this award and Agreement;
- ii. Has an employee, who is determined by either an EPA or TCEQ official authorized to terminate this award and Agreement, to have violated a prohibition in paragraph 10.a.1 of this award term through conduct that is either:

- A. Associated with performance under this award; or
- B. Imputed to you or your subrecipient using the standards and due 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 (Non-procurement)," as implemented by EPA at 2 CFR 1532.

c. Provisions applicable to you and your subrecipients:

- 1. You and your subrecipients must inform TCEQ and EPA immediately of any information received from any source alleging a violation of a prohibition in paragraph 10.a.1 of this award term and Agreement.
- 2. The right of EPA and TCEQ to terminate unilaterally that is described in paragraph 10.b of this section:

- i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104 (g)) and

ii. Is in addition to all other remedies for noncompliance that are available to us under this award.

3. You must include the requirements of 10.a.1 of the award and Agreement term in any subaward you make to a private entity.

d. Definitions. For the purposes of this award term:

1. "Employee" means either:

- i. An individual employed by you or any your subrecipients who is engaged in the performance of the project or program under this award; or
- ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25

ii. Includes:

- A. A nonprofit organization, including an nonprofit institution of higher education, hospital, or tribal organization other than the one included in the definition of Indian tribe at 2 CFR 175.25 {b) meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).
- B. A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act", and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

11. In accordance with the policies set forth in EPA Order 1000.25 and Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management (January 24, 2007), you agree to use recycled paper and double sided printing for all reports which are prepared as a part of this agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to

Standard Forms, which are printed on recycled paper and are available through the General Services Administration.

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 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.

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

For fiscal periods 2008 and forward you 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 2008 and forward Single Audit Submissions you will need to visit the Federal Audit Clearinghouse Web site: <http://harvester.census.gov/fac/> or contact the TCEQ Project manager. You must also submit an electronic copy to the TCEQ Project Manager.

13. Reporting Executive Compensation.

By law, TCEQ is required to report certain information about your organization including the compensation paid to your executives. Therefore, under this Agreement, you are required to provide that information to TCEQ to enable TCEQ to submit the information to the federal database.

a. Reporting Total Compensation of Your Executives.

1. Applicability and what to report. You must report the names and total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if:

i. in the preceding fiscal year, you received:

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

ii. The public does not have access to information about the compensation of the executives filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 USC 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986. To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.

b. Definitions. For purposes of this award term:

1. Entity means all of the following, as defined in 2 CFR part 25:

- i. A Governmental organization, which is a State, local government, or Indian tribe;
- ii. A foreign public entity;
- iii. A domestic or foreign nonprofit organization;
- iv. A domestic or foreign for-profit organization;
- v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. Executive means officers, managing partners, or any other employees in management positions.

3. Subaward:

- i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which TCEQ received an award and which TCEQ has awarded to you as the eligible subrecipient.
- ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. --.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
- iii. A subaward may be provided through any legal agreement, including an agreement that TCEQ or you considers a contract.

4. Subrecipient means an entity that:

- i. Receives a subaward from TCEQ of funds provided by EPA; and
- ii. Is accountable to TCEQ for the use of the Federal funds provided under this contract.

5. Total compensation means the cash and noncash dollar value earned by the Executive.

- 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 the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This 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 is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

14. UNIVERSAL IDENTIFIER

a. Requirements.

- 1. Requirement for a DUNS number. Unless you are exempted from this requirement under 2 CFR 25.110, you as the subrecipient of a Federal award through TCEQ must provide TCEQ with your DUNS number. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
- 2. You must also maintain the currency of the information you provided TCEQ concerning your organization and the organization contacts. You must review and update the information at least annually and more frequently if required by changes in your information or another award term.

b. Definitions. For purposes of this award term:

- 1. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities.

2. Subrecipient means an entity that receives an award of EPA funds as financial assistance through a recipient (TCEQ) and is accountable to TCEQ for the use of federal funds.

15. CIVIL RIGHTS OBLIGATIONS

GENERAL

This term and condition incorporates by reference the signed assurance provided by your authorized representative on: 1) EPA Form 4700-4, "Preaward Compliance Review Report for All Applicants and you Requesting EPA Financial Assistance"; and 2) Standard Form 4248 or Standard Form 424D, as applicable. These assurances and this term and condition obligate you to comply fully with applicable civil rights statutes and implementing EPA regulations.

STATUTORY REQUIREMENTS

In carrying out this agreement, you must comply with:

Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP), by entities receiving Federal financial assistance.

Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities by entities receiving Federal financial assistance; and

The Age Discrimination Act of 1975, which prohibits age discrimination by entities receiving Federal financial assistance.

If this agreement is funded with financial assistance under the Clean Water Act (CWA), you must also comply with:

Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex in CWA-funded programs or activities.

REGULATORY REQUIREMENTS

As a subrecipient of EPA financial assistance, you agree to comply with all applicable EPA civil rights regulations, including:

For Title IX obligations, 40 C.F.R. Part 5; and

For Title VI, Section 504, Age Discrimination Act, and Section 13 obligations, 40 C.F.R. Part 7.

As noted on the EPA Form 4700-4 signed by the your authorized representative, these regulations establish specific requirements including maintaining compliance information, establishing grievance procedures, designating a Civil Rights Coordinator, and providing notices of non-discrimination.

TITLE VI- LEP, Public Participation and Affirmative Compliance Obligation

As a subrecipient of EPA financial assistance, you are required by Title VI of the Civil Rights Act to provide meaningful access to LEP individuals. In implementing that requirement, you agree to use as a guide the Office of Civil Rights (OCR) document entitled "Guidance to Environmental Protection Agency Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons." The guidance can be found at <http://frwebgate.access.gpo.gov/lcqi-bin/lqetdoc.cqi?dbname=2004register&docid=fr25jn04-79.pdf>

If you are administering permitting programs under this agreement, you agree to use as a guide OCR's Title VI Public Involvement Guidance for EPA Assistance Recipients Administering Environmental Permitting Programs. The Guidance can be found at: <http://edocket.access.gpo.gov/2006/pdf/06-2691.pdf>.

In accepting this assistance agreement, you acknowledge you have an affirmative obligation to implement effective Title VI compliance programs and ensure that its actions do not involve discriminatory treatment and do not have discriminatory effects even when facially neutral. You must be prepared to demonstrate to TCEQ that such compliance programs exist and are being implemented or to otherwise demonstrate how it is meeting its Title VI obligations.

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

GENERAL COMPLIANCE, 40 CFR, Part 33

You agree 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.

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

a. Pursuant to 40 CFR, Section 33.301, you agree to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to ensure that your subrecipients and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

1. Ensure Disadvantaged Business Enterprises (DBEs) are made aware of contracting opportunities to the fullest extent practicable through

outreach and recruitment activities. This will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources

2. 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.

3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local government subrecipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

5. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce in finding DBEs.

6. If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

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

1. You agree to complete and submit EPA Form 5700-52A, "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" with each request for reimbursement beginning with the Federal fiscal year reporting period you receive the award, and continuing until the project is completed. Only procurements with certified MBE/WBEs are counted toward a your MBE/WBE accomplishments.

2. Final MBE/WBE reports must be submitted within 60 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 www.epa.gov/osbp.

CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302

You agree to comply with the contract administration provisions of 40 CFR, Section 33.302.

PROGRAMMATIC CONDITIONS

1. Sufficient Progress

TCEQ may terminate the assistance agreement for your failure to make sufficient progress so as to reasonably ensure completion of the project within the project period, including any extensions. TCEQ will measure sufficient progress by examining the performance required under the work plan in conjunction with the milestone schedule, the time remaining for performance within the project period, and/or the availability of funds necessary to complete the project.

2. Quality Assurance Terms/Conditions

Within 60 days of the award issuance date, the award You must submit a tailored Quality Assurance Reporting Form (QARF) to the TCEQ Project Manager for approval. The form can be obtained at <http://www.epa.gov/exchangenetworklgrants/index.html>. This tailored QARF must describe the project's relevant QA criteria, how you will ensure adherence with the QA criteria, and how you will confirm and document that the project deliverables meet the QA criteria. Specifically, the tailored QARF shall include the following:

- a. The QA criteria (with specific references or guidelines) that relate to each task as described in the project Work Plan;
- b. How you will ensure adherence to the identified QA criteria (and specific references and guidelines) throughout the course of the project (e.g., management approaches, task-specific QA training for staff and/or contractors, periodic QA checks and corrective measures as needed, etc.); and
- c. How you will confirm and document that the project deliverables for each task in the Work Plan adhere to the identified QA criteria (and specific references, and guidelines). For example, an applicant whose project involves the development of an Exchange Network node should verify that the node meets all of the Network Node Specifications and that it passes the relevant operational tests using the Network Node Test Site. See <http://www.exchangenetwork.net> for more information.

3. Electronic and Information Technology Accessibility

You are subject to the program accessibility provisions of Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7, which includes an obligation to provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology ("EIT"). In compliance with Section 504, EIT systems or products funded by this award must be designed to meet the diverse needs of users (e.g., U.S. public, your personnel) without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology. At this time, the EPA will consider your websites, interactive tools, and other EIT as being in

compliance with Section 504 if such technologies meet standards established under Section 508 of the Rehabilitation Act, codified at 36 CFR Part 1194. While Section 508 does not apply directly to you, you are encouraged to follow either the 508 guidelines or other comparable guidelines that concern accessibility to EIT for individuals with disabilities. You may wish to consult the latest Section 508 guidelines issued by the US Access Board or W3C's Web Content Accessibility Guidelines (WCAG) 2.0(see <http://www.access-board.gov/sec508/guide/index.htm>).

The Exchange Network (EN) Tailored Quality Assurance Reporting Form (QARF) Form fulfills and documents the Quality Assurance terms and conditions for Exchange Network grants.

4. REPORTING REQUIREMENTS

As a subrecipient of the Exchange Network grant award, you must submit monthly progress reports to the TCEQ Project Manager electronically.

These progress reports must be submitted for each month no later than 15 days after the end of the previous month. The first reporting period is from the award issuance date to March 31, 2014, and the first report will be due to the EPA Regional Project Officer on April 30, 2014. Subsequent reports will be due every six months thereafter, until the project is completed, and the reporting periods will be as follows:

1. At a minimum, semi-annual progress reports must include the following:

- i. An update on the schedule and status of carrying out the project, including new problems encountered and suggestions to overcome them;
- ii. An explanation of expenditures to date, with expenditures linked to project results;
- iii. Information on each of the following areas:
 - A. A comparison of actual accomplishments with the anticipated outputs/outcomes specified in the Work Plan;
 - B. The reasons why anticipated outputs/outcomes were not met (if applicable); and
 - C. Other pertinent information, including, when appropriate, analysis and explanation of cost overruns in excess of the Work Plan; or high unit costs. You agree to notify TCEQ of problems, delays, or adverse conditions which materially impair the ability to meet the outputs/outcomes specified in the assistance agreement Work Plan. You must submit semi-annual reports even when you have not made progress during the reporting period.

In addition to the progress reports, you must submit a final report to TCEQ within 20 days prior to the expiration or termination of the approved project period. The final report shall document project activities over the entire project period and shall include information on each of the following areas:

1. Comparison of actual accomplishments with the anticipated outputs/outcomes specified in the assistance agreement Work Plan;
2. The reasons why anticipated outputs/outcomes were not met (if applicable); and
3. Other pertinent information, including, when appropriate, analysis and explanation of cost overruns or high unit costs. You agree to notify EPA of problems, delays, or adverse conditions which materially impair the ability to meet the outputs/outcomes specified in the TCEQ Work Plan.

5. REUSING EXISTING EN TOOLS AND SERVICES

These terms and conditions will facilitate the leveraging of reusable tools and services, reducing building costs and increasing efficiencies for the Exchange Network.

- a. You shall reuse existing EN nodes, data flows and EN services registered in the Exchange Network Discovery Services (ENDS), instead of building new ones, for sharing similar data over the Exchange Network. Existing resources may often be reused as they exist or adapted for new use. To research existing resources, you shall review what is registered at <https://ends2.epa.gov/admin/default.aspx>. (Please contact your node administrator for issues regarding access to this site.)
- b. You shall review Reusable Component Services (RCS) and leverage any existing tools, such as Web services, APIs, widgets or reusable code in developing new resources using grant funding. To research existing resources, you shall access RCS at www.epa.gov/rcs. As some records are not publicly viewable, users should sign in using the link in the upper right corner of the site. (Please contact the TCEQ Project manager or your Regional EN Coordinator for issues regarding access to RCS.) The RCS User Guide is also available on the site.

6. REGISTERING NEW EXCHANGE NETWORK RESOURCES

These terms and conditions will enable future developers to leverage and reuse these EN tools in order to save time and money in future endeavors.

- a. You shall create a record, containing relevant metadata and descriptions, for all new Exchange Network nodes, data flows and services developed under this grant in ENDS v2.0. Registering information in ENDS is described in detail in the Discovery Users Guide V3 at <http://www.exchangenetwork.net/node/DiscoveryUserGuideV3.doc>.
- b. You shall create a record, containing relevant metadata and descriptions, for all new IT resources in RCS. To create a record, access RCS at www.epa.gov/rcs and select the Sign In link in the upper right corner of the site. Once logged in, select Browse under the Asset Catalog tab, and then click the 'Add Asset' button. If you have questions about registering assets or need assistance, please contact your Regional EN Coordinator.

The following table shows where the different types of resources should be registered:

Service or Component Type	X	
Network Nodes	X	
Data flows	X	
EN Services (related to data flows)		
XML Schema		X
Software Tools Web services not Related to data flows, SOAP or REST		X
Widget Tools		X
Programming Code (Routines, Classes, etc.)		X
Code Libraries		X
Others	Please discuss with the TCEQ Project Manager or your Regional EN Coordinator	

23. PROJECT PARTNER ROLES AND RESPONSIBILITIES

Within 20 days of the signing of the Contract, you must submit to the TCEQ Project Manager a Work Plan describing the activities you will conduct and budget in accordance with this Agreement and which includes:

- a. The roles and responsibilities of all key personnel;
- b. A Work Plan tasks to be carried out by you;
- c. How the Grant Funds will be expended;
- d. How you will ensure that the work will be carried out in accordance with the TCEQ Work Plan, including tasks and schedule; and
- e. Provide input on accomplishments or problems in a timely manner so that input can be incorporated into the TCEQ's semi-annual progress reports and close-out report to the EPA Regional Project Officer.
- f. Register in ENDS Register in RCS

SPECIAL TERMS AND CONDITIONS

The provisions of these Special Terms and Conditions add to, or in the case of conflicts, supersede and take precedence over the provisions of the General Terms and Conditions and other specified Contract Documents.

The following provision is added to Article 1 of the General Terms and Conditions titled, Contract Period.

1.4. A Notice to Proceed is not required to begin the Grant Activities. Grantee is authorized to begin work upon the effective date of the Contract.

The following provisions are added to Article 3 of the General Terms and Conditions titled, Funds.

3.5 Advance Payments

3.5.1. The TCEQ may provide funds in advance of the Grantee incurring anticipated costs of Grant Activities. In the event Proposals for Grant Activities (PGA) are used during the Contract, each PGA will indicate whether TCEQ will make an advance payment(s) and how much the advance payment(s) will be. Otherwise, Grantee may submit a request for Advance Payments in writing at any time during the Contract. Advance payments to Grantee are solely to be used for reimbursement of Grantee's allowable costs of performance under the Contract. Grantee must submit advance payment documentation monthly, unless another period for documentation is specified by TCEQ. The documentation will follow the requirements for reimbursement requests (invoices). If grant activities are being funded with advance funds and by reimbursement, a request for reimbursement (invoice) must be on a separate FSR form than the advance payment information and the required documentation must be attached to the applicable FSR. The documentation must show the amount the Grantee has drawn from the advance and the balance remaining in the advance. Advance Payments are conditioned on the approval of the FSR. If the FSR does not demonstrate Grantee has complied with the Contract requirements, the TCEQ may withhold approval or reject the FSR.

3.5.2. TCEQ may include additional requirements or restrictions on the advance payment.

3.5.3. By making advance payments, the TCEQ does not waive any requirements for the reimbursement of costs. The TCEQ may at any time, before or after any advance payment, request additional evidence concerning costs. The TCEQ may audit the records of the Grantee and may also audit the Grantee's performance as to any Grant Activity and any other Contract requirement. After an advance payment under a PGA is depleted, TCEQ may choose to amend the PGA to allow additional advance payment(s) to Grantee. If no additional advance is authorized, all additional payments will be made on a reimbursement basis, as described in the Contract Documents.

3.5.4. The Grantee has the duty to immediately return advance funds to the advance funds account within 15 days of receipt of a notice that TCEQ has determined that the funds have not been spent in accordance with this Grant Contract. The Grantee will certify in writing that this action has been taken.

GENERAL TERMS AND CONDITIONS

1. Contract Period

- 1.1 **Contract Period.** The Contract begins on the Effective Date and ends on the Expiration Date as provided on the Contract Signature Page. If no Effective Date is provided, the Effective Date of the Contract is the date of last signature. If no Expiration Date is provided, the Expiration Date is August 31 of the Fiscal Year following the year in which the Contract is signed.
- 1.2 **Amendments.** This Contract is not subject to competitive selection requirements and may be amended and renewed by mutual agreement. Except as specifically allowed by the Contract, all changes to the Contract require a written amendment agreed to by both parties.
- 1.3 **Extensions.** TCEQ may by unilateral written amendment extend the Expiration Date for a period of up to 90 days. Unless otherwise indicated in the applicable Contract amendment, an extension does not extend any other deadlines or due dates other than the expiration of the Contract Period.

2. Funds

- 2.1 **Availability of Funds.** This Contract and all claims, suits or obligations arising under or related to this Contract are subject to the receipt and availability of funds appropriated by the Texas Legislature for the purposes of this Contract or the respective claim, suit or obligation, as applicable. Grantee will ensure that this article is included in any subcontract it awards.
- 2.2 **Maximum Authorized Reimbursement.** The total amount of funds provided by TCEQ for the Contract will not exceed the amount of the Maximum Authorized Reimbursement as shown on the Contract Signature Page.
- 2.3 **Fiscal Year Restrictions.** In order to be reimbursed under this Contract, costs must be incurred during the Contract Period and within the time limits applicable to the funds from which the Contract is being paid. TCEQ is under no obligation to offer deadline extensions which extend to the maximum availability of the Contract funding source.
- 2.4 **Grants.** If this Contract was entered under the TCEQ's authority to award grants, TCEQ is providing financial assistance to the recipient to undertake its own project.
- 2.5 **No Debt against the State.** This Contract is contingent on the continuing appropriation of funds. This Contract shall not be construed to create debt against the State of Texas.

3. Allowable Costs

- 3.1 **Conforming Activities.** TCEQ will reimburse the Grantee for necessary and reasonable Allowable Costs that are incurred and paid by the Grantee in

- performance of the Grant Activities as authorized in the Budget of Authorized Costs.
- 3.2 **Determining Allowable Costs.** Allowable Costs are restricted to costs that comply with this Contract and with Title 2 CFR and 40 CFR Parts 30 or 31 as appropriate and applicable state and federal rules and law. Additional federal requirements apply if this Contract is funded, in whole or in part, with federal funds.
- 3.3 **Personnel Eligibility List.** Any Grantee requests for reimbursement for costs of employee salary, benefits, travel or related items must be only for those employees on the Personnel Eligibility List (PEL) prior to the related work is performed, benefits are earned and the travel occurs. a copy of the PEL form is attached to this Contract. EPA will not provide reimbursement funds unless the subject employees are named on the PEL.
- 3.4 **Duplication of Effort Prohibited.** In addition to the funds provided to the Grantee under this Grant Contract, the TCEQ, EPA, and other entities may provide funds to the Grantee under separate Grant Contracts. Grantee must monitor all activities to ensure that the grant funds complement one another and do not result in double payments for the same activity.

4. Reimbursement

- 4.1 **Reimbursement Requests.** Grantee shall invoice TCEQ to request reimbursement for its Allowable Costs for performing the Grant Activities. Grantee's invoice shall confirm to all reimbursement requirements specified by TCEQ.
- 4.2 **Submittal of Reimbursement Requests**
- 4.2.1. The Grantee shall not submit reimbursement requests (FSRs and invoices) any sooner than fifteen (15) days following the submission to the TCEQ of a deliverable in order to allow TCEQ staff a reasonable period to review the deliverable prior to receiving the reimbursement request.
- 4.2.2. An FSR must be submitted for each month regardless of whether costs were incurred.
- 4.2.3. The Grantee must submit invoices at the end of each month in which costs are incurred, except that the final invoice shall be submitted as specified below. Invoices shall be e-mailed to the TCEQ Project Manager at irdinv@tecq.texas.gov. Invoices shall be in PDF format and in U. S. dollars and cents. If Proposals for Grant Activities are authorized in the Contract, each Proposal for Grant Activities must be invoiced separately. In order for TCEQ to determine eligibility of costs, the Grantee must submit the following to the TCEQ as part of its complete and legible invoice:
- 4.2.3.1 Reimbursement requests using Financial Status Report and Supplemental Financial Status Report Forms 269a in paper copies and in an electronic database format, provided by

TCEQ, that detail all costs of conducting the Grant Activities incurred during the invoicing period. For FSRs requesting reimbursement of costs (as opposed to documenting use of advance payment), fill in the spaces regarding Advanced Funds with N/A. TCEQ will perform desk reviews of the FSRs after they are filed. TCEQ may pay an invoice prior to performing the desk review. If TCEQ determines that the FSR contained unallowable costs or insufficient documentation, the Grantee will refund the applicable amounts to TCEQ;

- 4.2.3.2 Percentage of budget spent to date, and percentage of budget projected to be spent during the Contract;
- 4.2.3.3 Progress report on a TCEQ template. The TCEQ reserves the right to alter the reporting frequency of the progress reports as necessary to track the Grantee's progress toward accomplishing the tasks of the Contract or a specific PGA. The progress report shall document, in technical detail and by task, the accomplishments, expenditures, and milestones achieved during the reporting period. The Grantee shall include an estimate of the percent completion for each task or project. The report shall also document what problems were identified, if any, and the resolution.
- 4.2.4. Within sixty (60) days of the end of this Contract, the Grantee must submit its final invoice that includes all of the information set forth above for monthly invoices and the information listed below. Submission shall be in electronic format, on DVD-ROM or CD-ROM. Directory structure for the contents of the CD shall be by Task and Title: e.g., Task 1. Conceptual Model, Task 2. Ambient Monitoring, Task 3. Emissions Inventories. The following also must be submitted with the final invoice:
 - 4.2.4.1 Copies of all previously un-submitted reports, including financial, performance, and other reports, required by this Contract;
 - 4.2.4.2 Final Reconciliation of Budget and Expenditures;
 - 4.2.4.3 PGA Summary Report summarizing the Grantee's accomplishments with respect to the approved PGAs and containing an outline of PGA tasks and projects that identifies the title of all deliverables completed in the course of the Grant Contract. The Grantee must request the Final PGA Summary Report template from the TCEQ Grant Manager;
 - 4.2.4.4 A current single audit report.
 - 4.2.4.5 A detailed explanation of how any advance payments were utilized.

4.2.5. Within ninety (90) days of receipt of the final invoice and information set forth above, the TCEQ will make adjustments to the allowable and eligible costs based on the terms of the Grant Contract Documents. The TCEQ will make reimbursement to the Grantee for allowable reimbursable costs. Closeout of the Grant Contract does not affect:

4.2.5.1 The TCEQ's right to disallow costs and recover funds on the basis of a later audit or other review;

The Grantee's obligation to return any funds due as a result of later refunds, corrections, or other transactions;

4.2.5.1 Records retention;

4.2.5.2 Property management requirements;

4.2.5.3 Audit requirements; and

4.2.5.4 Any other continuing obligations under the Grant Contract.

4.2.5.5 At any time during the Grant Contract, upon request of the TCEQ, the Grantee will provide any additional documentation necessary to support the allowability and eligibility of the costs. The TCEQ may reject requests for reimbursement pending receipt of the requested documentation.

4.2.5.6 The Grantee must immediately refund to the TCEQ any funds that are in excess of allowable costs. In no case may Grantee take longer than thirty (30) days to refund TCEQ. Any funds paid to a Grantee in excess of the amount to which the Grantee is finally determined to be entitled under the terms of the award constitute a debt to the TCEQ.

4.3 **Conditional Payments.** Reimbursements are conditioned on the Grant Activities being performed in compliance with the Contract. Grantee shall return payment to TCEQ for either overpayment or activities undertaken that are not compliant with the Grant Activities. This does not limit or waive any other TCEQ remedy.

4.4 **No Interest for Delayed Payment.** Because the Grantee is not a vendor of goods and services within the meaning of Texas Government Code Chapter 2251, no interest is applicable in the case of late payments.

4.5 **Release of Claims.** As a condition to final payment or settlement, or both, the Grantee shall execute and deliver to the TCEQ a release of all claims against the TCEQ for payment under this Contract using the applicable, attached form.

4.6 **Travel Costs.** Travel costs, including per diem, will be reimbursed only in the amount of actual costs, up to the maximum allowed by law for employees of the State of Texas at the time the cost is incurred. Any travel outside the scope of the Grant Activities must be specifically authorized by TCEQ in advance of the travel.

- 4.7 **Supporting Records.** Grantee will submit records and documentation to TCEQ as appropriate for the review and approval of reimbursing costs. At a minimum, Grantee will submit supporting records with its invoices. TCEQ may reject invoices without appropriate supporting documentation. TCEQ has the right to request additional documentation. Grantee will maintain records subject to the terms of this Contract.

5. Financial Records, Access and Audits

- 5.1 **Audit of Funds.** The Grantee understands that acceptance of funds under this Contract acts as acceptance of the authority of the Texas State Auditor's Office, or the federal government or any successor to conduct an audit or investigation in connection with those funds. Grantee further agrees to fully cooperate with the Texas State Auditor's Office or the federal government or a successor in the conduct of the audit or investigation, including providing all records requested. Grantee shall ensure that this clause concerning the audit of funds accepted under this Contract is included in any subcontract it awards.
- 5.2 **Financial Records.** Grantee shall establish and maintain financial records including records of costs of the Grant Activities in accordance with generally accepted accounting practices. Upon request Grantee shall submit records in support of reimbursement requests. Grantee shall allow access during business hours to its financial records by TCEQ and other state agencies for the purpose of inspection and audit. Financial records regarding this Contract shall be retained for a period of three (3) years after date of submission of the final reimbursement request.
- 5.3 **Indirect Rate Approval Letter.** In the event Grantee has requested reimbursement of Indirect Costs, within thirty (30) days of the start of the Grant Contract, the Grantee shall submit to the TCEQ a copy of the letter from the Grantee's Federal cognizant agency or state coordinating agency approving the Grantee's current indirect cost rate. The Grantee shall provide any new letter within thirty (30) days of the plan being approved by its cognizant agency or state coordinating agency.
- 5.4 **Central Service Costs.** The Grantee certifies that it will maintain compliance with all UGMS and other requirements regarding central service costs, including having a Cost Allocation Plan, if required, and adjusting the plan. All central service cost allocation plans and related documentation must be maintained for possible audit.

6. Grantee's Responsibilities

- 6.1 **Grantee's Responsibility for the Grant Activities.** Grantee undertakes performance of the Grant Activities as its own project and does not act in any capacity on behalf of the TCEQ nor as a TCEQ agent or employee. Grantee agrees that the Grant Activities is furnished and performed at Grantee's sole risk as to the means, methods, design, processes, procedures and

performance.

- 6.2 **Superintendence of the Work.** Grantee is responsible for supervising all activities. This responsibility includes control of associated hazards to assure the safety of the performance of the Grant Activities, and for the protection of all persons, property, premises and facilities which may be affected by the Grant Activities. No action by TCEQ will transfer this responsibility to TCEQ.
- 6.3 **Independent Contractor.** The parties agree that the Grantee is an independent contractor. Nothing in this Contract shall create an employee-employer relationship between Grantee and TCEQ. Nothing in this Contract shall create a joint venture between TCEQ and the Grantee.
- 6.4 **Grantee's Responsibilities for Subcontractors.** All acts and omissions of subcontractors, suppliers and other persons and organizations performing or furnishing any of the Grant Activities under a direct or indirect contract with Grantee shall be considered to be the acts and omissions of Grantee.
- 6.5 **Flow down of Contract Provisions.** The Grantee shall include in its subcontracts, employment contracts, and employment policies any provision included in this Contract, or shall include a similar provision, to the extent necessary in order for the Grantee to fulfill its obligations under this Contract, regardless of whether or not the provision expressly requires that it be included in such contracts or policies. The Grantee shall require its subcontractors to do the same.
7. **No Third Party Beneficiary.** TCEQ does not assume any duty to exercise any of its rights and powers under the Contract for the benefit of third parties. Nothing in this Contract shall create a contractual relationship between TCEQ and any of the Grantee's subcontractors, suppliers or other persons or organizations with a contractual relationship with the Grantee.

8. Contract Interpretation.

- 8.1 **Interpretation of Time.** All days are calendar days, unless stated otherwise. Days are counted to exclude the first and include the last day of a period. If the last day of the period is a Saturday or Sunday, or a state or federal holiday, it is omitted from the computation.
- 8.2 **State, Federal Law.** This Contract is governed by, and interpreted under, the laws of the State of Texas, as well as, applicable federal law.
- 8.3 **Severability.** If any provision of this Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void or unenforceable, it will be deemed severable (to the extent of such illegality, invalidity or unenforceability) and the remaining part of the provision and the rest of the provisions of this Contract will continue in full force and effect. If possible, the severed provision will be deemed to have been replaced by a valid provision having as near an effect to that intended by the severed provision as will be legal and enforceable.

8.4 Definitions. The word “include” and all forms such as “including” mean “including but not limited to” in the Contract Documents and other documents issued in accordance with the Contract, such as Work Orders and Proposals for Grant Activities.

9. Project Manager Authority.

- 9.1 The TCEQ Project Manager has the authority, without a formal amendment, to make written Contract interpretations and to agree in writing to minor, non-material changes to requirements in the following specific Contract documents: the Grant Activities, and the Budget for Actual Cost Reimbursement (Budget) including:
 - 9.1.1. Changes to the schedule in the Grant Activities including an extension of a deliverable due date;
 - 9.1.2. Changes to the individual tasks in the Grant Activities that do not substantially change the obligations of the Parties relative to those tasks; and
 - 9.1.3. Transfers between the authorized amounts of expenditures in the Budget categories which do not exceed 10% of the total Budget.
- 9.2 To be effective, the Contract changes agreed to by the TCEQ Project Manager must be in writing and must also be agreed to by an authorized Representative of Grantee. A copy of the agreed change must be retained in the appropriate file of both Grantee and TCEQ.
- 9.3 The TCEQ Project Manager is prohibited from agreeing on behalf of TCEQ to changes to the substantive obligations of Grantee or TCEQ, including the following:
 - 9.3.1. Changes in the total amount of funds in the Budget or the Contract;
 - 9.3.1. Contract Amendments;
 - 9.3.1.1. Changes to the Grant Activities that affect TCEQ obligations in this Contract and in other agreements with the funding source such as EPA, and obligations to another state or federal agency or the Texas Legislature; and
 - 9.3.1.2. Changes that affect the material obligations of Grantee in this Contract.
- 9.4 It is the responsibility of Grantee to request extensions to the Deliverable Schedule and to request other changes that are within the authority of the TCEQ Contract Manager.

10. GRANTEE'S RESPONSIBILITIES.

10.1 Grantee's Responsibility for the Grant Activities. Grantee undertakes performance of the Grant Activities as its own project and does not act in any capacity on behalf of TCEQ nor as a TCEQ agent, employee or vendor of goods or services. Grantee agrees that the Grant Activities are furnished and performed at Grantee's sole risk as to the means, methods, design, processes, procedures and performance of the Grant Activities.

10.2 Independent Contractor. Nothing in this Contract will create an employee-employer relationship between Grantee and TCEQ. Nothing in this Contract will create a joint venture between TCEQ and Grantee. The Parties agree that Grantee is an independent contractor.

10.3 Grantee's Responsibility for Subcontractors. All acts and omissions of subcontractors, suppliers and other persons and organizations performing or furnishing any of the Grant Activities under a direct or indirect Contract with Grantee will be considered to be the acts and omissions of Grantee.

10.4 No Third Party Beneficiary. TCEQ does not assume any duty to exercise any of its rights and powers under this Contract for the benefit of third parties. Nothing in this Contract will create a contractual relationship between TCEQ and any of Grantee's subcontractors, suppliers or other persons or organizations with a contractual relationship with Grantee.

11. GRANTEE PERFORMANCE EVALUATION

Performance evaluations are a part of the TCEQ's review of Grantee and may be a factor in the selection of future Contracts. TCEQ may provide this information to state agencies and, upon request, to others. Grantee consents to the disclosure of any information or opinion contained in the evaluations.

12. CONFLICT OF INTEREST

Grantee will timely notify TCEQ in writing of any actual, apparent, or potential conflict of interest regarding Grantee and any entity or individual that relate to the Grant Activities.. Grantee is required to take all actions necessary to reduce and mitigate the effects and impact of any conflict of interest with the conduct of Grant Activities. Any conflict of interest that cannot be sufficiently reduced or mitigated in the judgment of the TCEQ and that potentially impact the Grant Activities, may result in restrictions on the Contract Activities or on termination of the Contract. Grantee agrees that TCEQ has sole discretion to determine whether a significant conflict exists, and that a conflict of interest is grounds for termination for cause.

13. INTELLECTUAL PROPERTY

13.1. Third Party Intellectual Property. Unless specifically waived, Grantee must obtain all Intellectual Property licenses expressly required in the Grant Activities, or incident to the use or possession of the Intellectual Property.

Grantee will obtain and furnish documentation on the use of such Intellectual Property, and a perpetual, irrevocable, enterprise-wide license to reproduce, publish, otherwise use, or modify such Intellectual Property and associated user documentation, and to authorize others to reproduce, publish, otherwise use, or modify such Intellectual Property for TCEQ non-commercial purposes, and other purposes of the State of Texas to TCEQ.

- 13.2. Grant of License. Grantee grants to TCEQ and the U.S. EPA a nonexclusive, perpetual, irrevocable, enterprise-wide license to reproduce, publish, display, modify or otherwise use for any non-commercial TCEQ or EPA purpose any Intellectual Property created under this Contract, and associated user documentation.

14. **TIME DELAYS**

- 14.1 **Time is of the Essence.** Grantee's timely performance is a material term of this Contract.

- 14.2 **Delays.** Where Grantee's performance is delayed without an agreed change in the due date, except by Force Majeure or act of TCEQ, TCEQ may withhold or suspend reimbursement, terminate the Contract, or enforce any of its other rights.

15. **TERMINATION**

- 15.1 **Termination for Cause.** TCEQ may, upon 10 days written notice and the opportunity to cure, terminate this Contract for cause if Grantee materially fails to comply with the Contract including any one or more of the following acts or omissions: nonconforming Grant Activities, existence of a conflict of interest, or failure to provide evidence of required insurance coverage. Termination for cause does not prejudice TCEQ's other remedies authorized by this Contract or by law.

- 15.2 **Termination for Convenience.** TCEQ may, upon 10 days written notice, terminate this Contract for convenience. Termination will not prejudice any other right or remedy of TCEQ or Grantee. Grantee may request reimbursement for conforming Grant Activities and timely, reasonable costs directly attributable to termination. Grantee will 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.

- 15.3 If, after termination for cause by TCEQ, it is determined that Grantee had not materially failed to comply with the Contract, the termination will be deemed to have been for the convenience of TCEQ.

16. **INSURANCE AND INDEMNIFICATION**

16.1 Insurance. Unless prohibited by law, Grantee will require its contractors and suppliers to obtain and maintain adequate insurance coverage sufficient to protect Grantee and TCEQ from all claims and liability for injury to persons and for damage to property arising from the Contract during the Contract Period. Unless specifically waived by TCEQ, sufficient coverage includes Workers Compensation, Employer's Liability Insurance, Commercial Automobile Liability Insurance, and Commercial General Liability Insurance.

16.2 Indemnification. TO THE EXTENT AUTHORIZED BY LAW, Grantee WILL REQUIRE ALL CONTRACTORS PERFORMING GRANT ACTIVITIES ON BEHALF OF Grantee TO INDEMNIFY, DEFEND, AND HOLD HARMLESS TCEQ AND Grantee AND THEIR OFFICERS, EMPLOYEES AND REPRESENTATIVES FROM AND AGAINST ALL LOSSES, LIABILITIES, DAMAGES, AND OTHER CLAIMS OF ANY TYPE ARISING FROM THE PERFORMANCE OF GRANT ACTIVITIES BY THE CONTRACTOR OR ITS CONTRACTORS, SUPPLIERS AND AGENTS, INCLUDING THOSE ARISING FROM A DEFECT IN DESIGN, WORKMANSHIP, MATERIALS, OR FROM INFRINGEMENT OF ANY PATENT, TRADEMARK OR COPYRIGHT; OR FROM A BREACH OF APPLICABLE LAWS, REGULATIONS, SAFETY STANDARDS OR DIRECTIVES. THE DEFENSE OF TCEQ WILL BE SUBJECT TO THE AUTHORITY OF THE OFFICE OF THE ATTORNEY GENERAL OF TEXAS TO REPRESENT TCEQ. THIS COVENANT SURVIVES THE TERMINATION OF THE CONTRACT.

17. **DISPUTES, CLAIMS AND REMEDIES**

17.1 Payment not a Release. Neither payment by TCEQ nor any other act or omission other than an explicit written release constitutes a release of Grantee from liability under this Contract.

17.2 Schedule of Remedies available to TCEQ. In accordance with Texas Government Code Chapter 2261 the following Schedule of Remedies applies to this Contract. In the event of Grantee's nonconformance, TCEQ may do any combination of the following:

- 17.2.1. Issue a notice of nonconforming performance;
- 17.2.2. Reject nonconforming performance and request corrections without charge to TCEQ;
- 17.2.3. Reject a reimbursement request or suspend further payments, or both, pending an accepted revision of the nonconformity;
- 17.2.4. Suspend all or part of the Grant Activities or payments, or both, pending accepted revision of the nonconformity;
- 17.2.5. Demand restitution and recover previous payments where performance is subsequently determined nonconforming;

17.2.6. Terminate the Contract without further obligation for pending or further payment by TCEQ and receive restitution of previous payments.

17.3 Opportunity to Cure. Grantee will have a reasonable opportunity to cure its nonconforming performance, if possible under the circumstances.

17.4 Cumulative Remedies. Rights and remedies in this Contract are in addition to, and are not in any way a limitation of, any rights and remedies available under state and federal rules, regulations, and laws and at common law.

18. SOVEREIGN IMMUNITY

The Parties agree that this Contract does not waive sovereign immunity relating to suit, liability, or payment of damages.

19. MISCELLANEOUS

19.1 Assignment. No delegation of the obligations, rights, or interests in the Contract, and no assignment of payments by Grantee will be binding on TCEQ without its written consent, except as restricted by law. No assignment will release or discharge Grantee from any duty or responsibility under this Contract.

19.2 Venue. Grantee agrees that this Contract is being performed in Travis County, Texas, because this Contract has been performed, administered, or both, in Travis County, Texas. Grantee agrees that any cause of action involving this Contract arises solely in Travis County, Texas.

19.3 Publication. Grantee agrees to notify TCEQ five days prior to the publication or advertisement of information related to this Contract. Grantee agrees not to use the TCEQ logo or a TCEQ graphic as an advertisement or endorsement without written permission signed by the appropriate TCEQ authority.

19.4 Waiver. With the exception of an express, written document signed with authority by TCEQ, no act or omission will constitute a waiver or release of Grantee's obligation to perform conforming Grant Activities. No waiver on one occasion, whether expressed or implied, will be construed as a waiver on any other occasion.

19.5 Legal Requirements. TCEQ relies on Grantee to perform all Grant Activities in conformity with all applicable laws, regulations, and rules and obtain all necessary permits and licenses.

19.6 Survival of Obligations. Except where a different period is specified in this Contract or applicable law, all representations, indemnifications, and warranties made in, required by, or given in accordance with this Contract, as well as, all continuing obligations indicated in this Contract, survive for four years beyond the termination or completion of this Contract, or after the end of a proceeding which was brought under this Contract, or if TCEQ has notified Grantee of an on-going proceeding. A proceeding includes any litigation, legal proceeding, permit

application, State Office of Administrative Hearings proceeding, or similar activity listed in a TCEQ notice to Grantee.

- 19.6. **Headings.** The headings of the sections contained in this Contract are for convenience only and do not control or affect the meaning or construction of any provision of this Contract.
- 19.7. **Release of Claims.** As a condition to final payment or settlement, or both, Grantee will execute and deliver a Release of Claims form for payment under this Contract to TCEQ.
- 19.8. **Counterparts.** This Contract may be signed in any number of copies. Each copy when signed is deemed an original and each copy constitutes one and the same Contract.

SCOPE OF WORK

The agreed upon portions of Appendix E, EPA-approved Work Plan, will be implemented in agreed Proposals for Grant Activities and Cost Budgets. See Attachment E- EPA Grant Work Plan Narrative.

1. Introduction

This Grant Activities Section is a general description of Subrecipient's activities. During the Contract period, Subrecipient will submit details of the proposed activities in one or more written Proposals for Grant Activities (PGAs) that may be agreed to by TCEQ and the Subrecipient by signing a PGA(s). Within 30 days of signatures by both parties, or longer if extended by TCEQ, the Subrecipient will provide a written Work Plan for the specified Grant Activities. In no event shall activities including the Work Plan be performed without a written PGA signed by both the Subrecipient and the TCEQ and a Notice to Commence (NTC) signed by TCEQ. The PGA and NTC may be combined.

2. Description of Activities

2.1 [General Description of the Grant Activities]

2.2 The Subrecipient must obtain written approval from the TCEQ prior to using these funds to: _____

2.3 In order to maintain consistency with the EN Network, the Subrecipient and its sub-Subrecipients and subcontractors must: _____

3. Specifications and Standards for Performance

3.1 Timeliness: The Subrecipient shall take all available measures to ensure that deliverables are submitted to the TCEQ on or before their due dates. Failure by the Subrecipient to meet deliverable due dates may result in the use of any or all remedies described in the Grant.

3.2 Completeness: The Subrecipient shall ensure that all deliverables are complete with regard to the scope and purpose of their associated tasks. Failure by the Subrecipient to deliver complete deliverables may result in the use of any or all remedies described in the Grant.

4. Conference Calls and Meetings

If determined by the TCEQ to be necessary, the Subrecipient will hold conference calls with the TCEQ regarding its grant activities. The TCEQ is responsible for the scheduling and the hosting of each conference call. One week before the scheduled conference call the TCEQ will submit an agenda. The Subrecipient shall have any technical documents, budget documents, and any other related documents for use during the call, as necessary to address the agenda submitted by the TCEQ.

5. Reports

Progress Reports by the Subrecipient partners in this project are critical to success. The EPA 's Federal Conditions require that TCEQ flow down those requirements to Subrecipients. The dates for reports are stated in the Federal Conditions of this Agreement.

6. Deliverables

The TCEQ's Contract Manager may grant an extension of a deliverable due date in a PGA without amending the PGA/NTC. The Subrecipient must request an extension of a deliverable due date, via email, no later than 10 working days prior to the deliverable due date. The TCEQ Contract Manager will confirm acceptance or denial of the extension via email within 10 working days.

Draft written deliverables may be submitted in electronic format by electronic mail, ftp, hard drive, or on CD or DVD by mail. Provided that the electronic data file sizes are not excessively large, they shall be delivered to the TCEQ either by e-mail or file transfer protocol (FTP). If the electronic file sizes are excessively large, CD-ROM, DVD-ROM, or external hard drive media shall be used for the submission. For instances where the total size of the electronic data is large enough to require multiple CD-ROM discs, the Subrecipient shall use either DVD-ROM discs or a single external hard drive. If the Subrecipient chooses the latter approach, the TCEQ will return the hard drive after the large electronic data files have been obtained.

The Subrecipient agrees to submit final deliverables as described above for draft deliverables and shall submit final deliverables within ten working days of receiving comments from the TCEQ. If provided by electronic mail, the PGA number, fiscal year, task number, and the Amendment number, if applicable, shall be included in the subject line of the email.

The deliverable report or document shall clearly identify on its cover page in the top right hand corner the PGA number and the specific task or subtask number for which it was created and the Amendment number if applicable. Example follows:

PROCEDURES FOR PROPOSALS FOR GRANT ACTIVITIES (PGAs)

1. Purpose

TCEQ intends to provide grant funds under this Agreement to reimburse the Subrecipient for agreed Grant Activities. However, there is no guaranteed minimum level of funding for the Grant Agreement. All reimbursed Grant Activities must be agreed upon between TCEQ and Subrecipient according to the procedures specified here. All Grant Activities must be within the Grant Activities described in this Agreement.

2. Proposals for Grant Activities (PGAs)

At any time during the Grant Agreement, the TCEQ and Subrecipient may agree to Grant Activities to be performed by the Subrecipient by signing a PGA-submitted by the Subrecipient. Each PGA shall include:

The Contract Number and title of this Grant Agreement;

- The PCR Number and PGA title;
- A maximum dollar amount for reimbursement of the Grant Activities described in the PGA;
- Instructions to the Subrecipient relating to the preparation of a QAPP;
- Tasks and deliverables for the Grant Activities described in the PGA;
- Start and end dates for the tasks and deliverables;
- Schedule of deliverables for the Grant Activities described in the PGA;
- Cost Budget: The PGA shall include a completed Cost Budget. The PGA shall include sufficient detail about possible travel outside of Texas to enable TCEQ to determine whether anticipated meetings or conferences are necessary and reasonable to the Grant Activities. The Subrecipient shall submit a market price analysis (comparison to other contractor's prices) for activities included in the Contractual category in the Cost Budget;
- The names of the TCEQ Project Representatives and the names of any other TCEQ staff contacts for the Grant Activities described in the PGA;
- The names of the Subrecipient's Project Representatives and other Subrecipient contacts for the Grant Activities described in the PGA;
- Key personnel of Subrecipient: the names of individuals who will be performing essential tasks, their roles in performing the Grant Activities, and whether they are employees of Subrecipient, independent contractors, or employees of subcontractors;
- Signature: TCEQ and Subrecipient shall have the PGA signed and dated by a person with the authority to bind TCEQ and Subrecipient to the performance of the PGA; and
- Notice to Commence: The latest signature date of the parties on the PGA will be the date that the Subrecipient may commence performing the Grant

Activities included in the PGA, unless a different date is indicated in the PGA. Except as specifically authorized otherwise in the PGA, TCEQ will not fund Grant Activities performed by Subrecipient prior to the commencement date indicated in the PGA. The PGA may include a limited notice to commence authorizing reimbursable expenditures for only a portion of the PGA.

The PGA may also include matters such as:

- additional identifying numbers for the PGA;
- format of copies;
- interim or progress report requirements;
- Subrecipient availability for questions;
- anything to be provided by TCEQ, such as data, models, reports, equipment, or access;
- required models or software to be used by Subrecipient;
- standards to be adhered to by Subrecipient relating to data, GIS, modeling, database projects, or other matters;
- testing procedures or acceptance criteria; and
- special requirements for the Grant Activities in the PGA.

3. QAPP

- 3.1 Subrecipient shall submit a QUA (if applicable) by the date specified in the PGA. The QAPP must meet all requirements specified in the Grant Agreement and in the PGA.
- 3.2 If the Grant Agreement is funded with federal funds, the QAPP must also meet all requirements specified in the federal grant providing the funds.

4. Changes to PGAs

4.1 General Process

- 4.1.1. Amendment Schedule for PGAs. It is the responsibility of the Subrecipient to request PGA amendments to change deliverables, extend deliverable dates, or make other adjustments. TCEQ may also issue a proposed PGA amendment at any time during the term of a PGA.
- 4.1.2. Within fourteen (14) calendar days of receipt of a proposed PGA amendment from the other party, the receiving party shall submit its changes to the PGA amendment or the signed PGA amendment to the other party's Representatives. (TCEQ may specify a different deadline than the fourteen (14) day deadline when it provides the PGA amendment to the Subrecipient. The receiving party must respond within seven (7) calendar days after receiving changes. The parties will work to reach an agreement on the amendment and if no agreement

can be reached, TCEQ, at its option, may cancel the PGA in writing without further notice.

- 4.1.3. Any PGA amendment shall be signed by both parties and shall include a revised complete or limited notice to commence with the Grant Activities in the amended PGA. Except as specifically authorized otherwise in the amended PGA, TCEQ will not fund Grant Activities affected by the amendment if they are performed by Subrecipient prior to the effective date of the revised notice to commence.

4.2 Required Changes to PGAs due to EPA or Legislative Changes.

5. Cancellation of PGA

Either party may cancel a PGA with ten (10) days written notice. Cancellations may be for cause, for convenience, or for force majeure. No cancellation shall prejudice any other right or remedy of TCEQ in the event of breach. Upon cancellation, Subrecipient may request reimbursement for: conforming Grant Activities, and timely, reasonable expenses directly attributable to cancellation. TCEQ may set off Contract damages, if any, prior to making payment. Subrecipient shall not be paid for: activities not performed, loss of anticipated profits or revenue, consequential damages, or other economic loss arising out of or resulting from the cancellation.

6. TCEQ Reliance on Budget and Due Dates Included in PGA

6.1 Reliance on Budget

Subrecipient acknowledges that TCEQ budgets for and encumbers funds only up to the not-to-exceed dollar amount contained in each PGA, and therefore, materially relies on the Subrecipient adhering to the budget included in the PGA. Partially completed Grant Activities may be of little or no benefit to TCEQ. Therefore, in the event Subrecipient is unable to complete Grant Activities within the cost amounts included in the PGA, Subrecipient agrees to use its best efforts to complete such Grant Activities using alternative funding.

6.2 Reliance on Due Dates

Subrecipient acknowledges that TCEQ may depend on the completion of funded Grant Activities in order to prepare work product of its own which may be subject to statutory or other deadlines. In addition, funding for Grant Activities may be limited to Grant Activities performed within a certain time period. Therefore, milestones and deliverable due dates specified within a PGA are of the essence of the agreement. Without prejudice to any other right or remedy TCEQ may have in the event of delay, Subrecipient agrees that it will immediately inform TCEQ if and as soon as it appears that a deliverable due date or PGA completion date may be exceeded.

7. Key Personnel

- 7.1 Subrecipient's Project Representatives and any individuals named as key personnel in the PGA are key to the performance of Grant Activities. Whenever circumstances permit, Subrecipient shall give at least 14 days' notice prior to making any substitutions in key personnel; if unable to give 14 days' notice, Subrecipient shall give as much notice as possible. Subrecipient

- shall submit information describing changes in key personnel, including the names of substitute individuals, their roles in performing the Grant Activities, and whether they are employees of Subrecipient, independent contractors, or employees of subcontractors.
- 7.2 Subrecipient shall not make any substitutions in key personnel prior to TCEQ's written approval of the substitute key personnel, unless failure to proceed with the substitution immediately will jeopardize the successful performance of the Grant Activities.
- 7.3 Substitutes shall meet any minimum qualifications specified in the PGA for the Grant Activities they will be performing, and where reasonably possible shall have qualifications comparable to or better than the qualifications of the individuals they are replacing.
- 7.4 In performing Grant Activities under a PGA, Subrecipient shall not use or shall cease using the services of any person (including organizations) against whom the TCEQ has a reasonable objection. TCEQ must present all such objections in writing.

Contract Cost Budget Cooperative Reimbursement Contract for State Agencies and Local Governments

1. **Budget.** Authorized budgeted expenditures for work performed are as follows:

Budget Category	Cost for Work to be Performed
Salary / Wages	\$
Fringe Benefits	\$
Travel	\$
Supplies	\$
Equipment	\$
Contractual	\$
Construction	\$
Other	\$
Indirect Costs	\$
Total	\$

2. **Indirect Cost Reimbursable Rate.** The reimbursable rate for this Contract is % of (check one):

- ☐ salary and fringe benefits
☐ modified total direct costs
☐ other direct costs base

If other direct cost base, identify:

This rate is less than or equal to (check one):

- ☐ approved predetermined rate
☐ experienced-based predetermined rate
☐ default rate

3. **Other.** If Budget Category "Other" is greater than \$25,000 or more than 10% of budget total, identify the main constituents:
4. **Budget Categories.** The Budget Categories above have the definitions, requirements and limitations stated in UGMS. Construction costs are not reimbursable without prior, specific written authorization from TCEQ.
5. **Budget Control.** Actual costs to be reimbursed for each line item above must not exceed ten percent (10%) over the budgeted amount for that line item. Total costs to be reimbursed must be at or less than the total specified. All invoices must be submitted in a format that clearly shows how this requirement is being

- met. At a minimum, invoices must show expenses for the invoice period, year-to-date expenses, projected totals for the year (or applicable contract period), percent of budget spent to date, and percentage of budget projected to be spent.
6. **Invoice Submittal.** Unless otherwise stipulated in the Contract, invoices must be submitted to the individual named in TCEQ Project Representatives and Records Location at monthly intervals. Final invoices shall be submitted within two (2) calendar months after completing the Scope of Work activities. TCEQ may extend this deadline by unilateral contract agreement.
 7. **Grant Chargeback Invoices.** In the case of an invoice for grant activities being paid during the second fiscal year for which the funds were appropriated, ALL INVOICES MUST BE SUBMITTED IN SUFFICIENT TIME FOR TCEQ REVIEW, NECESSARY CORRECTIONS, TCEQ APPROVAL, AND SUBSEQUENT PRESENTATION TO THE COMPTROLLER BEFORE THE END OF THE FISCAL YEAR.
 8. **Travel.** In order to be reimbursable, travel costs must be specifically authorized in advance of the travel. Travel costs, including per diem, will be reimbursed only in the amount of actual costs, up to the maximum allowed by law for employees of the State of Texas at the time the cost is incurred.
 9. **Supporting Records.** Performing Party shall submit records and documentation to TCEQ as appropriate for the review and approval of reimbursing costs. TCEQ may reject invoices without appropriate supporting documentation. TCEQ has the right to request additional documentation. Performing Party shall maintain records subject to the terms of this Contract.
 10. **Indirect Costs.** Performing Party's indirect costs will be reimbursed at the reimbursable rate shown above (if no reimbursable rate is shown above, indirect costs are not reimbursable under this Contract). The reimbursable rate must be less than or equal to the rate authorized under UGMS. To the extent that the reimbursable rate is lower than Performing Party's actual indirect costs, Performing Party is contributing its unreimbursed indirect costs to the successful performance of this Contract, and waives any right it may have to reimbursement of those costs (if this Contract requires matching funds, Performing Party may claim its unreimbursed indirect costs as part or all of its match).
 11. **Indirect Rates Authorized under UGMS. The following rates are authorized under UGMS:**
 - Approved Predetermined Rate.** An approved predetermined rate is an indirect cost rate agreed to within the preceding 24 months in a signed indirect rate negotiation agreement with the applicable federal cognizant agency, state single audit coordinating agency, major state funding agency, or another state agency designated by the Governor. An approved predetermined rate shall be expressed as a percentage of the direct cost base specified in the signed indirect rate negotiation agreement.

Experience-Based Predetermined Rate. An experienced-based predetermined rate is an indirect cost rate agreed to between TCEQ and Performing Party, where there is no approved predetermined rate and there is sufficient cost experience and other pertinent facts to enable the parties to reach an informed judgment (a) as to the probable level of indirect costs in the Performing Party's programs during the term of the Contract, covered by the negotiated rate, and (b) that the amount allowable under that rate would not exceed actual indirect costs. An experience-based predetermined rate shall be expressed as a percentage of either (a) salary or wages, or (b) modified total direct costs. Modified total direct costs are total direct costs less "extraordinary or distorting expenditures," usually capital expenditures, subawards, contracts, assistance payments (e.g., to beneficiaries), and provider payments. The direct cost base selected should result in the fair distribution of indirect costs among all state and federal grants and contracts affected, as well as other Performing Party activities that share in the indirect costs.

Default Rate. A default rate is an indirect of ten percent (10%) of direct salary and wages, to be used where (a) there is no approved or experienced-based predetermined rate, and (b) the Performing Party represents that its actual indirect costs equal or exceed ten percent (10%) of salary and fringe.

12. **Adjustment of Indirect Rates.** A reimbursable rate is intended to be final. Performing Party acknowledges that TCEQ's budget is limited and funds may not be available to reimburse any increase in indirect costs. Performing Party waives any right it may have to upward adjustment of its indirect rate, and agrees to contribute any such increase to the successful performance of this Contract (if matching funds are required, Performing Party may claim such costs as all or part of its match). TCEQ waives any right it may have to a downward adjustment of Performing Party's indirect rate, unless the reimbursable rate is greater than the Performing Party's actual indirect costs. If the latter case, if reasonably feasible, a compensating adjustment shall be carried forward to this Contract or a future contract. If not feasible, where permitted by law TCEQ and Performing Party may identify additional services to be performed by Performing Party as a compensating adjustment, or Performing Party shall reimburse TCEQ the excess indirect costs paid.

Attachment A
Financial Status Report
(To be filled out and returned to the TCEQ Project
Manager on a monthly basis.)

change TCEQ **Texas Commission on Environmental Quality** **FINANCIAL STATUS REPORT**

1. STATE AGENCY ORGANIZATION UNIT TO WHICH REPORT IS SUBMITTED:				
2. GRANT/CONTRACT TITLE:				
3. PAYEE IDENTIFICATION NUMBER:		4. RECIPIENT ORGANIZATION (NAME AND COMPLETE ADDRESS, INCLUDING ZIP CODE) :		
5. TCEQ CONTRACT NUMBER:				
6. FINAL REPORT:	YES NO			
7. ACCOUNTING BASIS:	CASH ACCRUAL			
8. TOTAL PROJECT/GRANT PERIOD: FROM TO		9. PERIOD COVERED BY THIS REPORT: FROM TO		
10. BUDGET CATEGORIES:	Approved Budget	Project Cost This Report	Cumulative Project Cost	Balance **
a.Personnel/Salary		*		
b.Fringe Benefits				
c.Travel		*		
d.Supplies		*		
e.Equipment		*		
f.Contractual		*		
g.Construction		*		
h.Other		*		
i.Total Direct Costs (Sum a - h)				
j.Indirect Costs				
k.Total (Sum of i & j)				
*List (Itemize) on the appropriate supplemental form all component expenses comprising the total for each of these categories. Please attach receipts, as required, in accordance with Attachment B of your contract. **Negative balances in any of the budget categories should be explained in a brief accompanying narrative.				
11. CERTIFICATION I certify to the best of my knowledge and belief that this report is correct and complete and that all outlays and unliquidated obligations are for the purposes set forth in the award document.				
Signature of Authorized Certifying Official				
Typed or Printed Name and Title				
Telephone (Area code, number and ext.)		Date Submitted		

ITEMIZATION OF EQUIPMENT AND CONTRACTUAL COSTS**EQUIPMENT PURCHASES (during this report period)**

NUMBER PURCHASED	ITEM DESCRIPTION (Should match description provided for approval)	UNIT COST	TOTAL COST	TASKS
TOTAL EQUIPMENT EXPENDITURES (must agree with line 10e on Form 20248)			\$	

CONTRACTUAL EXPENDITURES (during this report period)

SUBCONTRACTOR (NAME)	FOR	COST (THIS PERIOD)	TASKS
TOTAL CONTRACTUAL EXPENDITURES (must agree with line 10f on Form 20248)		\$	

* LEGIBLE PURCHASE ORDER AND/OR INVOICES MUST BE ATTACHED TO THIS FORM FOR EACH LISTED ITEM OR EXPENDITURE.

CONSTRUCTION COSTS (during this report period)

ITEMIZATION OF SUPPLY AND OTHER COSTS**SUPPLIES PURCHASED** (during this report period)

NUMBER PURCHASED	ITEM DESCRIPTION (Should match description provided for approval)	UNIT COST	TOTAL COST	TASKS
TOTAL SUPPLY EXPENDITURES (must agree with line 10d on Form 20248)			\$	

OTHER EXPENDITURES (during this report period)

NUMBER PURCHASED	DESCRIPTION	UNIT COST	TOTAL COST	TASKS
TOTAL OTHER EXPENDITURES (must agree with line 10h on Form 20248)			\$	

*LEGIBLE RECEIPTS OR OTHER SUBSTANTIATING DOCUMENTATION MAY BE ATTACHED FOR EXPENDITURES THAT EQUAL OR EXCEED \$500.

ITEMIZATION OF PERSONNEL/SALARY AND TRAVEL COSTS**PERSONNEL/SALARY EXPENDITURES (during this report period)**

EMPLOYEE NAME	TITLE/POSITION	SALARY (THIS PERIOD)	TASKS
TOTAL PERSONNEL/SALARY EXPENDITURES (must agree with line 10a on Form 20248)		\$	

TRAVEL EXPENDITURES (during this report period)

DESCRIPTION	REASON	COST (THIS PERIOD)	TASKS
TOTAL TRAVEL EXPENDITURES (must agree with line 10c on Form 20248)		\$	

* SUBSTANTIATING DOCUMENTATION (time sheets, travel receipts, etc.) MAY BE REQUIRED TO BE ATTACHED TO THIS FORM

Financial Status Report Preparation Instructions

1. The PERFORMING PARTY, in order to obtain reimbursement for those expenditures authorized under this Contract, shall submit, a completed, legible TCEQ Financial Status Report (TCEQ Form 20248) and any required TCEQ Supplemental 20248 forms. Unless directed otherwise in the Contract, the PERFORMING PARTY shall submit such payment request documents by not later than twenty-one (21) days after the close of each state fiscal year quarter. The reporting periods shall also correspond to the State of Texas fiscal year quarters (September-November; December-February, March-May; June-August). Each Financial Status Report shall indicate, for each budget sub-category the PERFORMING PARTY'S project expenditures for the period in question, the cumulative expenditures with respect to each budget sub-category, and the balance remaining in each budget sub-category following reimbursement of the amount being requested. A quarterly Financial Status Report is required even if no expenses were incurred during the report period.
2. All requests for reimbursement of expenditures that fall within either the "Equipment" or "Contractual" categories of the Contracts Cost Budget shall be itemized by the PERFORMING PARTY on Supplemental Form 20248-1 and identified with respect to the major tasks or objectives, set forth in the Scope of Work, that such expenditures support or satisfy. In addition, the PERFORMING PARTY shall attach, for each reimbursable cost listed on Supplemental Form 20248-1, legible documentation that (1) serves to further identify the specific piece of equipment received or the services provided, (2) clearly identifies the vendor or subcontractor who provided the equipment or services, and (3) that confirms the reimbursable amount listed on the form. In the case of equipment purchases, the attached documentation shall be either a purchase order marked "received/paid" or a vendor-submitted invoice similarly marked. In the case of subcontractor provided services, the documentation shall consist of a dated invoice that shows the amount billed to the PERFORMING PARTY and any "past due" amount from previous invoices.
3. All requests under this Contract for the reimbursement of expenditures that fall within the "Construction" category of the Contracts Cost Budget shall be itemized by the PERFORMING PARTY on Supplemental Form 20248-2 and identified with respect to the major tasks or objectives, set forth in the Scope of Work, that such expenditures support or satisfy. In addition, the PERFORMING PARTY shall attach, for each reimbursable cost listed on Supplemental Form 20248-2, legible documentation that (1) serves to further identify the specific cost, (2) clearly identifies the vendor or subcontractor who provided the construction related materials or services, and (3) that confirms the reimbursable amount listed on the form. The attached documentation shall be either a purchase order marked "received/paid" or an invoice similarly marked. In the case of subcontractor provided construction services, the documentation shall consist of a dated invoice that shows the amount billed to the PERFORMING PARTY and any "past due" amount from previous invoices.
4. All requests for the reimbursement of expenditures that fall within either the "Supply" or "Other" categories of the Contracts Cost Budget shall be itemized by the PERFORMING PARTY on Supplemental Form 20248-3 and identified with respect to the major tasks or objectives, set forth in the Scope of Work, that such expenditures support or satisfy. In addition, for any single-listed item or service costing more than \$500, the PERFORMING PARTY shall attach, for each reimbursable cost listed on Supplemental Form 20248-3, legible documentation that (1) serves to further identify the specific items or services, (2) clearly identifies the vendor or subcontractor who provided the items or services, and (3) that confirms the reimbursable amount listed on the form. Although issued purchase orders and/or invoices marked "received/paid" represent the preferred types of documentation for purposes of this section, the PERFORMING PARTY may substitute/attach other records or documents that provide the same type of information. The PERFORMING PARTY shall not intentionally break up single orders of identical or similar items, materials or supplies simply for the purpose of avoiding the above requirement to provide confirming documentation when submitting reimbursement requests to the TCEQ.
5. All requests for reimbursement of expenditures that fall within either the "Personnel/Salary" or "Travel" categories of the Contracts Cost Budget shall be itemized by the PERFORMING PARTY on Supplemental Form 20248-4 and identified with respect to the major tasks or objectives, set forth in the Scope of Work, that such expenditures support or satisfy. Although no supporting documentation is required to be attached to Supplemental Form 20248-4 with respect to reported "Personnel/Salary" expenditures in order to receive reimbursement, the PERFORMING PARTY is expected to maintain signed time sheets that can serve to verify the total, overall hours of staff time being directly billed to this Contract. With respect to employee travel, all costs listed on Form 20248-4 must be supported by attached documentation that identifies the name of the traveler's, and that substantiates the reported reimbursable costs. Documentation, for the purpose of substantiating travel-related costs, includes the following: (1) legible copies of the PERFORMING PARTY-approved travel vouchers, signed by the employees who traveled, and (2) for any travel-related expenses under this contract borne directly by the PERFORMING PARTY (and thus for which reimbursement by the PERFORMING PARTY to the traveler was not required) separate receipts showing, at a minimum, the traveler's name, the travel location, and the travel date(s).
6. When a single expenditure supports or satisfies more than one task or objective, the PERFORMING PARTY need not breakdown that particular expenditure by specific contract task or objective but may simply identify, in relative cost order, the various tasks or objectives supported.

Attachment B
Release of Claims
(To be filled out and returned with final invoice.)

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY**Release of Claims**

Click here to enter text. (“Contractor”) releases the Texas Commission on Environmental Quality (TCEQ), its officers, agents, and employees from all claims arising out of or relating to TCEQ Contract Number Click here to enter text. (the “Contract”), except for Contractor’s final invoice in the amount of \$Click here to enter text. and retainage withheld by TCEQ in the amount of \$ Click here to enter text. . Contractor releases any and all liens related to the Contract, and relinquishes any right it may have to place liens related to the Contract. Contractor warrants that it has completed all work described in the Contract.

Executed on this Click here to enter text. day of Click here to enter text., 20Click here to enter text..

By: _____
(signature)

Click here to enter text.
(name)

Click here to enter text.
(title)

Attachment C
Personnel Eligibility List
(To be filled out and returned with signed contract.)

PERSONNEL ELIGIBILITY LIST

[illegible]

Attachment D

EPA Grant Work Plan Narrative

EPA Grant Work Plan Narrative

Problem/Need Statement:

General Project Description:

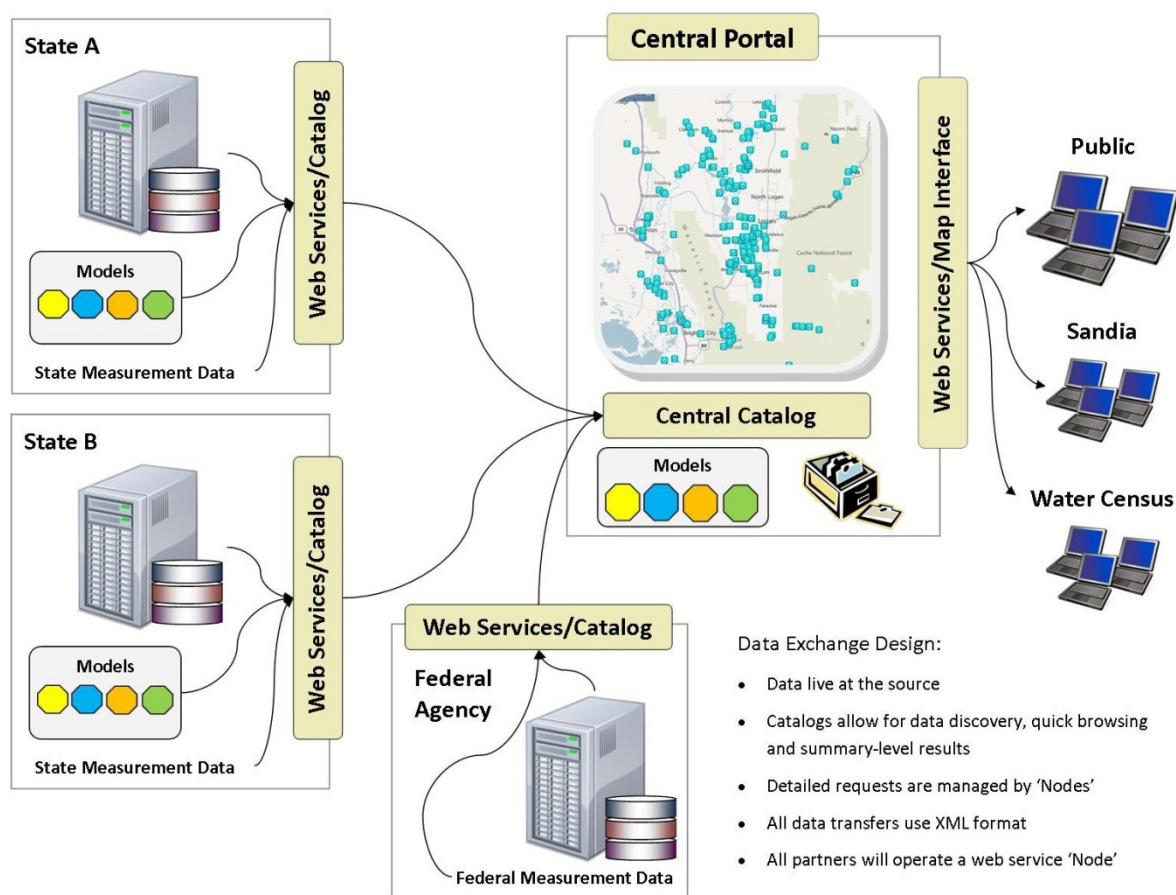
Background / Initiation of WaDE IT Solution

In recognition of these issues and inefficiencies associated with access to water-related data sets, the Western States Water Council (WSWC) initiated the Water Data Exchange project in 2011, in collaboration with the Western Governors' Association (WGA), the U.S. Department of Energy (DOE), the DOE National Laboratories, and the Western States Federal Agency Support Team (WestFAST).

The purpose of the WaDE project is to enable the exchange of water planning, water use, and water allocation data between the state water agencies that comprise the WSWC body (18 western states), federal agencies, and the public. Through its coordination with state and federal agencies, the WSWC staff members and WestFAST have made substantial progress toward this goal, and have designed WaDE in a manner that emulates the EPA's Exchange Network (EN) in governance and technical functionality, and will leverage the existing EN infrastructure.

Water Data Exchange (WaDE) System Design

WaDE will provide a state-to-state, state-to-fed, and fed-to-state, open-publishing data exchange. Data stewards within each partner agency will be able to control what data can be accessed by the public and other interested parties. The WaDE Central Portal, with a corresponding centralized catalog, will leverage existing EN webservice specifications (Authenticate, GetServices, and Query) to access a listing of what information is hosted by partner agencies, and return that information, all from a queryable map interface. Once an end user has identified the data that they want to access using the catalog, the WaDE central portal can be used as a gateway to retrieve the requested data for the location via the WaDE REST-based webservices. The figure below is a generalized diagram of the system architecture.



During the design and development of the WaDE IT components, a number of governance committees and workgroups were implemented that are similar to EN governance entities (e.g. Network Technology Group (NTG), Network Operations Board (NOB), and Integrated Project Teams (IPT)), which focus on addressing the primary technical and operational issues. This EN partnership grant project will leverage the robust and effective relationships between state and federal agencies, and use the documentation (Flow Configuration Document, XML schemas, etc.) they have developed to deploy and implement the WaDE IT components (database models, web services, etc) at the five partner state agencies.

The distributed design of WaDE is in strategic alignment with several aspects of the Exchange Network Leadership Council's (ENLC) vision for Phase 2 of the Exchange Network (EN) as it expands Network publishing by allowing the respective data set owners to make their information available to other partners and the public at the schedule of their choosing. Instead of implementing some of the existing EN web services (solicit, submit, and/or download) to collect all the in scope data elements into a single large data repository as during Phase 1 of the EN, WaDE calls for the potentially voluminous summary and detailed water data sets to remain on the data owners local infrastructure. The WaDE Catalog data exchange will leverage upon the existing EN infrastructure of deployed EN Nodes and will be implemented using traditional EN Authenticate, GetServices, and Query web service protocols and

specifications. Since WaDE engages with some new data exchange partners that don't yet have an EN node deployed on their infrastructure, there is potential for one or more of these agencies to adopt the use of the upcoming EN Tier 1 activity goal / Phase 2 "virtual" node, if the product provides the necessary functionality and other business needs. The final aspect of the WaDE design that supports the ENLC's vision for Phase 2 of the EN is that by combining the use of traditional EN web services to populate the WaDE Catalog with the REST-based URL end points for the WaDE webservices that will be deployed on the partner agencies infrastructure, the EPA is not obligated to develop another large central data store / data warehouse to collect environmental data owned by other entities. But rather, EPA and other state and federal agencies (e.g USGS which has the obligation to develop a national Water Census) will be able to obtain currently unavailable water data sets via WaDE to assist their staff in making sound environmental decisions and carry out their missions.

The development of the WaDE IT components incorporated and addressed many of the “readiness criteria” tasks and milestones established by the Exchange Network. The following table provides some examples of completed activities thus far:

EN Dataflow Development and Readiness Criteria	WaDE dataflow milestone	WaDE completion date
Establish governance	4 Water Information Data Subcommittees (WIDS) workgroups created: WaDE State Capabilities Assessment Workgroup WaDE Methods Workgroup	January 2012
Develop reusable solution for all EN partners	Developed WaDE data model in most common database technologies (Oracle, MS SQL, and Postgres) to provide partner agencies with several options for implementation.	February 2012 – July 2012
National Database available for testing	Developed a central geospatial portal prototype to access WaDE staging database via REST web services and publish requested data as XML and in a human readable format	October 2012
Readiness for complete end-to-end testing by EN partners	WaDE IT components are available for installation and implementation by strategic partners and have been successfully tested to transfer WaDE catalog and water data to/from geospatial portal and central catalog	November 2012

Specifications for Data Access Services	After soliciting outreach for state / federal agency participation in XML schema drafting and refinement, drafted preliminary Query web services (defined in FCD) that publish water datasets (Get DetailByLocation, GetSummaryByLocation critical to partner and public business processes	October 2012
Accessible and stable flow Documentation	Published initial version of WaDE Flow Configuration Document (FCD) and associated documentation	November 2012

GOAL 1: Implementation of WaDE in pilot state agencies and WSWC

With these major dataflow readiness milestones completed, the following five state partner agencies have committed to participate in this innovative, EN Phase 2 pilot project. The project will complete the development and begin the multi-state implementation of the WaDE web application components (database, XML schemas, and web services). Detailed programmatic and IT resource participant names, positions, and roles in the project for each partner agency is available in Section 11 (Programmatic Resources and Personnel):

- Texas Commission on Environmental Quality (TCEQ)
- Western States Water Council (WSWC)
- Oklahoma Water Resources Board (OkWRB)
- Idaho Department of Water Resources (IDWR)
- Oregon Water Resources Board (OrWRB)
- Washington Department of Ecology (WaECY)

Completion of this grant project will allow for intra-partner sharing of data beneficial to state, regional, EPA, and other federal water programs and expand Exchange Network publishing of water-related data sets to the public, all while assisting the EN in finalizing and implementing new technology standards (REST interface specifications and virtual EN Node product offerings):

Business Need for EN Grant Funding

The western states have expressed wide support for this project, but have also commented on the difficulty allocating staff time and resources toward any non-critical workflow within the agency. A grant received from the EN would enable the states to implement nodes within their state IT environments or mapping their internal data elements to the WaDE schema. Currently the WaDE program is funded by a grant from the Department of Energy (DOE) that will provide enough funds for the WSWC to continue development and coordination until December of 2013. At that time funding will be lost and the coordination between the states on the WaDE project will cease. A portion of the funds would provide additional funding to the WSWC to continue governance efforts, continue the WaDE data schema refinement, continue development of the databases, and the customization of a central portal to become even more user-friendly, fast and robust. It would also be used to continue outreach to the states to participate in the WaDE project. Finally if additional contract services are needed by WSWC or by the states, an allocation of the funding has been specified for this purpose.

Administrative Task 1.1: Implement WaDE project Steering Committee Charter

TCEQ will reuse the governance structure and approach taken during its leadership of the NetDMR EN grant to manage this WaDE implementation grant. To define the governance of this grant, a project Steering Committee will be established, chaired by TCEQ and/or WSWC. Representation will be a mix of IT and programmatic staff from all partner agencies.

Target Completion Date: September 2013.

Output / Deliverable: Steering Committee Charter Document.

Outcome: To provide the project with a venue for decision making regarding implementation, and tracking / reporting progress towards the proposed project goals, outputs, and tasks to EPA. (10pts).

Administrative Task 1.2: Finalize WaDE product open source license and owner

The new IT components (e.g. database and web services) finalized by this product will be made available for reuse under an open source license, possibly similar to the software license used by NetDMR and/or the EN Node vendors' products. The WaDE IT components will be evaluated for registration in RCS.

Target Completion Date: October 2013.

Output / Deliverable: Open Source License for WaDE products.

Outcome: Establish legality of reuse and the ability to deploy WaDE IT components on state partner agencies and others' infrastructure.

Administrative Task 1.3 Establish contracts between TCEQ and WSWC and state agency partners

Similar to the NetDMR Challenge grant, the necessary and appropriate contracts and/or pass-through agreements will be established by TCEQ contracting, grant management, and/or legal staff with each of the partner agencies to facilitate the necessary financial activities and tracking of project funds.

Target Completion Date: September 2013.

Output / Deliverable: Legal contract between TCEQ and grant partner agencies to facilitate transfer of grant funds for completion of approved grant activities.

Outcome: Legal ability for WSWC and/or state partner agencies to request and receive grant funds from TCEQ.

Administrative Task 1.4: Engage with EN governance regarding REST standards, virtual Nodes and WSWC WIDS governance to ensure compatible standards and methodologies

WaDE will share state partner water data using a combination of Representational State Transfer (REST) and Simple Object Access Protocol (SOAP) web services. Most of the data will be shared using REST services, with some SOAP services being used to gather information about participating nodes (using the EN GetServices request) and retrieving information about data available at each node (using the EN Query request). Project members will engage with appropriate EN governance committees (Network Technology Group and/or Network Operations Board) to ensure data that uses a REST implementation will follow the EN REST specification (once those specifications have been finalized). WaDE will support version 2.0 of the EN's node web service specifications for all transactions that are not REST- based. Most, if not all, of the data being considered for publication via WaDE is publicly available, therefore an extensive security protocol is not justified. The figure below provides examples of transactions between nodes, the public and the central catalog that would require either REST or SOAP.

Target Completion Date: October 2013.

Output / Deliverable: Final production version of WaDE FCD and WaDE REST services and EN REST standards.

Outcome: Assurance that WaDE REST services are compatible with new EN REST standards; therefore, ability for WaDE to leverage EN technology and expand reuse of EN infrastructure (NAAS, RCS, ENDS).

Administrative Task 1.5: Steering Committee project status, budget, and contracting meetings and conference calls

Most, if not all, meetings of the WaDE Steering Committee will be hosted by the WSWC (pending a formal agreement between TCEQ and WSWC after the award) via email and/or teleconferences.

Target Completion Date: September 2016.

Output / Deliverable: Steering Committee meeting minutes.

Outcome: Steering Committee meetings provide a forum for Steering Committee members to make consensus level decisions regarding project task completion and funding. Meeting minutes provide the ability to track progress, issues, action items and financial artifacts, etc.

Administrative Task 1.6: WSWC-initiated, Steering-committee guided contract(s) to assist partner states with implementation

Target Completion Date: Nov 2013.

Output / Deliverable: Solicitation and award of legal contract(s) with appropriately skilled resources. Outcome: Legal ability for the Steering Committee to request and acquire contractor resources, if needed, to assist in database mapping, updating script creation, EN node plugin code, and other tasks related to implementation by the state partners.

Implementation Task 2.1: Develop technical architecture plans for each state

Each grant partner will implement a core set of technical capabilities made available through a combination of EN Node web service functionality (Authenticate, Get Service, and Query) and WaDE IT components, such as the “catalog” of water data available via the partner agency. The use of a catalog allows other partners to be able to discover data without having to search through entire data sets and will leverage ENDS for storing RESTful URL endpoints. Based on their existing EN infrastructure and other enterprise architectural considerations, each of the partner states’ IT resources will meet internally to document the EN and WaDE technical architecture configuration (e.g. virtual EN node, database technologies and versions, etc.) on which they will be implementing the necessary (EN and WaDE) IT components.

Target Completion Date: December 2013.

Output / Deliverable: Final infrastructure diagram illustrating comprehensive hardware and software (EN Nodes, WaDE web services and WaDE staging database).

Outcome: Comprehensive knowledge of IT infrastructure needs for implementation of project goal.

Implementation Task 2.2: Install and configure Development and/or /User Testing EN Node, NAAS accounts, and WaDE infrastructure, products and databases

IT personnel at each partner agency will install and/or configure the necessary EN and WaDE IT components as per the technical architecture plan developed during Task 2.1. Contractor assistance may be provided to complete this task as needed.

Target Completion Date: State Partner specific, but most conservative is September 2015.

Output / Deliverable: Additional EN Nodes and reusable, open-source WaDE components (staging database and REST web services) deployed on partner agencies infrastructure.

Outcome: Ability for partner agency IT staff to become familiar with installation and configuration processes and document infrastructure architecture requirements of WaDE IT components and EN Nodes.

Implementation Task 2.3: State agency data mapped to WaDE staging tables, and data gaps and data transformation needs identified (possibly contractor assisted)

IT personnel and programmatic personnel within each state or partner agency will map the WaDE data elements between the respective datasource(s) and the WaDE staging database model and schema. Contractor assistance may be provided to complete this task as needed.

Target Completion Date: State Partner specific, but most conservative is September 2015.

Output / Deliverable: Gap Analysis document summarizing data gaps, data transformations, and other issues or concerns that may need to be addressed in order to flow WaDE data elements.

Outcome: Each partner agency will have documentation of technical and/or business process limitations to providing data via the EN / WaDE.

Implementation Task 2.4: State partners address technical issues (data gaps, data transformation, update scripts, etc) with Steering Committee-approved contractor assistance

IT personnel and programmatic personnel within each state or partner agency will develop solutions to data collection, QA/QC, data migration and/or data transformation scripts, etc., to address the data gaps identified in Task 2.3 between the respective water data source database(s) and the WaDE staging database model and schema. Contractor assistance may be provided to complete this task as needed.

Output / Deliverable: Data gaps identified in Task 2.3 will be mitigated and transformed into the states' respective database environments for digital manipulation and storage.

Outcome: Improved data quality, completeness, formatting, creation of derived data methodology metadata and associated data stewardship responsibilities will be documented. This will also allow for User Testing and early engagement with potential WaDE data customers (e.g. US Geological Survey for population of their Water Census, Texas Water Development Board for inclusion of data in their State of Texas Water Plan, etc.). This will provide a more complete data set that can then be accessed by WaDE and also made available via the central portal.

Implementation Task 2.5: Update / Register ENDS and WaDE central portal catalogs to reflect partner state nodes

Target Completion Date: Partner specific, but most conservative by March 2016.

Output / Deliverable: EN ENDS and WaDE Central portal catalog updated with respective EN and WaDE web service endpoints

Outcome: By leveraging the EN infrastructure, interested stakeholders (state agencies, EPA and other federal agencies, the energy industry, and the general public) will have access to the WaDE endpoints to improve their respective (environmental) decision making processes.

Implementation Task 3.1: Partner and Project team-level Unit, User, Administration, and Load Testing

Once all partner agencies have independently and successfully completed testing their isolated / individual implementations, the WaDE Central Catalog and geospatial portal will be load tested by all partner agencies simultaneously to provide engineering data for production implementation recommendations.

Target Completion Date: Partner specific, but comprehensive project date is by May 2016.

Output / Deliverable: Performance metrics that can be analyzed to confirm long term production environments will be sustainable and provide reasonable application performance.

Outcome: Assurance that the WaDE product implementation will be a resilient, useful and high- performance portal that has the ability to consume and aggregate many catalog data flows while maintaining long-term viability as a central hub for water-planning data and time-series, hydrologic measurement data in the future.

Implementation Task 4.1: Install and configure Production EN Node, NAAS accounts, and WaDE infrastructure, products and databases

Target Completion Date: June 2016.

Output / Deliverable: WaDE IT components deployed at all partner agencies

Outcome: By leveraging the EN infrastructure, interested stakeholders (state agencies, EPA and other federal agencies, the energy industry, and the general public) will have access to the WaDE endpoints and data elements. Participants benefit by being able to access data from other partners using this seamless approach. Participants also benefit by having their data published quickly and easily in a common format via web services and also using a centralized data portal. This will reduce the costs associated with data management and the fulfillment of data requests made by the public, other water planners, national labs, USGS, and other data customers.

Implementation Task 4.2: Finalize and publish WaDE documentation and products / Confirm registration of reusable services and components in ENDS and RCS

As the partners implement WaDE, a log of needed changes will be maintained by the WSWC to be evaluated by the various governance groups on a regular basis. Upon successful completion of all other grant work plan tasks, version 1.0 of the WaDE schemas, databases and documentation will be published and all registration of all WaDE REST endpoints (for each partner agency) will be confirmed in ENDS.

Target Completion Date: August 2016.

Output / Deliverable: Registration of all EN and REST endpoints in ENDS and WaDE catalog. Reusable IT components registered in RCS.

Outcome: The full list of EN and Phase 2 (e.g. WaDE) web services available are completely and accurately consolidated to assist the public and EN strategic partners to benefit from past EN and Phase2 development efforts. Reuse of products properly licensed and registered in RCS will lower costs for EPA and all strategic partners and public.

Next Steps / Phases of WaDE Adoption and Implementation

As this Phase 1 pilot project begins to show its success and benefits, a second phase now being planned will expand the scope of state agencies participating as well as begin to engage with more federal agencies (e.g. United State Geological Survey (USGS), Natural Resources Conservation Service (NRCS), Bureau of Reclamation, US Army Corps of Engineers (USACE), National Aeronautics and Space Administration (NASA), Bureau of Land Management (BLM), and National Oceanic and Atmospheric Administration (NOAA) and academic entities such as the Consortium of Universities for the Advancement of Hydrologic Sciences Inc. (CUASHI). Some of these Phase 2 participants are expected to be both/either data providers and/or data consumers. One of the major enhancements that is planned for Phase 2 of the WaDE implementation is the incorporation of the CUASHI WaterML data model and associated hydrologic measurement and time-series based XML schemas.

Attachment E

Certifications

(To be filled out and returned to the TCEQ Project Manager within 30 days of contract execution.)

**Certifications of a State Agency regarding Financial Management Systems,
Property Management and Disposal Systems, and Procurement Systems**

**Certification of Compliance with Federal Standards for State Financial
Management Systems for Recipients of Federal Grant Funds**

Information: The federal Office of Management and Budget (OMB) and the U.S. Environmental Protection Agency (EPA) prescribe standards for financial management systems of subrecipients of receiving federal funding. TCEQ is required to monitor your compliance as a subrecipient with the applicable with the regulatory requirements as well as those in the federal award. In order to accomplish this, TCEQ requests that you certify your financial management systems conform to all Federal requirements as well as your state. An attachment to the TCEQ subagreement contains a summary of your responsibilities regarding Financial Management Systems including Internal Controls. *Note: Within 30 days of signing the agreement, you are requested to provide TCEQ with a copy of the most recent single audit report for your particular agency including any relating to compliance of financial management systems.*

CERTIFICATION
(Sign at the bottom)

_____ (Agency Name) as a subrecipient of Federal funding, certifies that its financial management systems, including internal controls, comply with and provide for the standards at 2 CFR Part 200, Sections 200.302 and 200.303 and at 40 CFR Sections 31.20 through 31.28.

**Certification of Compliance with Federal Standards for State Property
Management and Disposition Systems for Subrecipients of Federal Grant Funds**

Information: OMB and EPA regulations govern the management and disposition of property whose cost was charged to a project supported by a Federal award. TCEQ is required to monitor your compliance with the following minimum standards established by requirements of the Federal government as well as your state. You may use your own property management standards and procedures provided they comply with the EPA requirements. Attached to the subagreement is a summary of the applicable standards. . *Note: No acquisition of real property is authorized in this subagreement.*

CERTIFICATION
(Sign at the bottom)

_____ (Agency Name) as a subrecipient of Federal funding certifies that its property management and disposition systems comply with and provide for the Federal standards at 2CFR Sections 200.310 through 200.316 and 40 CFR Sections 31.30 through 34.

**Certification of Compliance with State and Federal Standards for State
Procurement Systems of Subrecipients of Federal Grant Funds**

Information: OMB and EPA regulations set forth uniform standards governing procurement of goods and services utilizing funds from an EPA award. TCEQ, as the prime recipient, is required to monitor your compliance with the minimum standards. You may use your own State and agency procurement standards and procedures. You are also requested to self-certify your compliance with the federal regulations and your state's law, policies and rules relating to procurement. Note: No acquisition of real property is authorized in this Contract. Attached to this form is a summary of the applicable standards.

CERTIFICATION
(Sign at the bottom)

_____ (Agency Name) as a
subrecipient of Federal funding certifies that its procurement systems comply with
and provide for the Federal standards and your state standards. at 2 CFR Sections
200.17 and at 40CFR Sections 31.30 through 34.

State Agency Name

Signature of Individual Authorized to Sign for the Agency

Name and Title of Individual Signing

Date

Attachment F
Cost Budget for Proposals for Grant Activities
(PGA)
(To be filled out and included with each PGA)

Proposal for Grant Activities (PGA)
Cost Budget
Cooperative Reimbursement Contract
for State Agencies and Local Governments

1. **Budget.** Authorized budgeted expenditures for work performed are as follows:

Budget Category	Cost for Work to be Performed
Salary / Wages	\$
Fringe Benefits	\$
Travel	\$
Supplies	\$
Equipment	\$
Contractual	\$
Construction	\$
Other	\$
Indirect Costs	\$
Total	\$

2. **Indirect Cost Reimbursable Rate.** The reimbursable rate for this Contract is % of (check one):

- ☐ salary and fringe benefits
☐ modified total direct costs
☐ other direct costs base

If other direct cost base, identify:

This rate is less than or equal to (check one):

- ☐ approved predetermined rate
☐ experienced-based predetermined rate
☐ default rate

3. **Other.** If Budget Category "Other" is greater than \$25,000 or more than 10% of budget total, identify the main constituents:
4. **Budget Categories.** The Budget Categories above have the definitions, requirements and limitations stated in UGMS. Construction costs are not reimbursable without prior, specific written authorization from TCEQ.
5. **Budget Control.** Actual costs to be reimbursed for each line item above must not exceed ten percent (10%) over the budgeted amount for that line item. Total costs to be reimbursed must be at or less than the total specified. All invoices

- must be submitted in a format that clearly shows how this requirement is being met. At a minimum, invoices must show expenses for the invoice period, year-to-date expenses, projected totals for the year (or applicable contract period), percent of budget spent to date, and percentage of budget projected to be spent.
6. **Invoice Submittal.** Unless otherwise stipulated in the Contract, invoices must be submitted to the individual named in TCEQ Project Representatives and Records Location at monthly intervals. Final invoices shall be submitted within two (2) calendar months after completing the Scope of Work activities. TCEQ may extend this deadline by unilateral contract agreement.
 7. **Grant Chargeback Invoices.** In the case of an invoice for grant activities being paid during the second fiscal year for which the funds were appropriated, ALL INVOICES MUST BE SUBMITTED IN SUFFICIENT TIME FOR TCEQ REVIEW, NECESSARY CORRECTIONS, TCEQ APPROVAL, AND SUBSEQUENT PRESENTATION TO THE COMPTROLLER BEFORE THE END OF THE FISCAL YEAR.
 8. **Travel.** In order to be reimbursable, travel costs must be specifically authorized in advance of the travel. Travel costs, including per diem, will be reimbursed only in the amount of actual costs, up to the maximum allowed by law for employees of the State of Texas at the time the cost is incurred.
 9. **Supporting Records.** Performing Party shall submit records and documentation to TCEQ as appropriate for the review and approval of reimbursing costs. TCEQ may reject invoices without appropriate supporting documentation. TCEQ has the right to request additional documentation. Performing Party shall maintain records subject to the terms of this Contract.
 10. **Indirect Costs.** Performing Party's indirect costs will be reimbursed at the reimbursable rate shown above (if no reimbursable rate is shown above, indirect costs are not reimbursable under this Contract). The reimbursable rate must be less than or equal to the rate authorized under UGMS. To the extent that the reimbursable rate is lower than Performing Party's actual indirect costs, Performing Party is contributing its unreimbursed indirect costs to the successful performance of this Contract, and waives any right it may have to reimbursement of those costs (if this Contract requires matching funds, Performing Party may claim its unreimbursed indirect costs as part or all of its match).
 11. **Indirect Rates Authorized under UGMS. The following rates are authorized under UGMS:**
 - Approved Predetermined Rate.** An approved predetermined rate is an indirect cost rate agreed to within the preceding 24 months in a signed indirect rate negotiation agreement with the applicable federal cognizant agency, state single audit coordinating agency, major state funding agency, or another state agency designated by the Governor. An approved predetermined rate shall be expressed as a percentage of the direct cost base specified in the signed indirect rate negotiation agreement.

Experience-Based Predetermined Rate. An experienced-based predetermined rate is an indirect cost rate agreed to between TCEQ and Performing Party, where there is no approved predetermined rate and there is sufficient cost experience and other pertinent facts to enable the parties to reach an informed judgment (a) as to the probable level of indirect costs in the Performing Party's programs during the term of the Contract, covered by the negotiated rate, and (b) that the amount allowable under that rate would not exceed actual indirect costs. An experience-based predetermined rate shall be expressed as a percentage of either (a) salary or wages, or (b) modified total direct costs. Modified total direct costs are total direct costs less "extraordinary or distorting expenditures," usually capital expenditures, subawards, contracts, assistance payments (e.g., to beneficiaries), and provider payments. The direct cost base selected should result in the fair distribution of indirect costs among all state and federal grants and contracts affected, as well as other Performing Party activities that share in the indirect costs.

Default Rate. A default rate is an indirect of ten percent (10%) of direct salary and wages, to be used where (a) there is no approved or experienced-based predetermined rate, and (b) the Performing Party represents that its actual indirect costs equal or exceed ten percent (10%) of salary and fringe.

12. **Adjustment of Indirect Rates.** A reimbursable rate is intended to be final. Performing Party acknowledges that TCEQ's budget is limited and funds may not be available to reimburse any increase in indirect costs. Performing Party waives any right it may have to upward adjustment of its indirect rate, and agrees to contribute any such increase to the successful performance of this Contract (if matching funds are required, Performing Party may claim such costs as all or part of its match). TCEQ waives any right it may have to a downward adjustment of Performing Party's indirect rate, unless the reimbursable rate is greater than the Performing Party's actual indirect costs. If the latter case, if reasonably feasible, a compensating adjustment shall be carried forward to this Contract or a future contract. If not feasible, where permitted by law TCEQ and Performing Party may identify additional services to be performed by Performing Party as a compensating adjustment, or Performing Party shall reimburse TCEQ the excess indirect costs paid.

Attachment G
Federal Forms
(Instructions for each form is included)

Federal Conditions and Forms

ARTICLE 1. FEDERAL REQUIREMENTS

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

ARTICLE 2. FEDERAL INTELLECTUAL PROPERTY REQUIREMENTS

A royalty-free, nonexclusive, and irrevocable license to use, copy, publish, and modify any intellectual property to which rights are granted or assigned to TCEQ in this Agreement are also granted to, assigned to, or reserved by the Federal Government.

ARTICLE 3. ACKNOWLEDGMENT OF FINANCIAL SUPPORT

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

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

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

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

ARTICLE 4. COST AND PRICE OF THIS AGREEMENT

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

ARTICLE 5. ACCOUNTING SYSTEMS AND PROPERTY MANAGEMENT SYSTEMS

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

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

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

1. The Federal Government and its agencies will have the same rights of access to records as are granted to, assigned to, or reserved by the TCEQ under this Agreement. The Performing Party shall maintain fiscal records and supporting documentation for all expenditures of funds pursuant to Office of Management and Budget (OMB) Circulars A-21, A-87, A-102, or A-110, as appropriate.

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

ARTICLE 7. SUSPENSION AND DEBARMENT

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

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

ARTICLE 8. DISADVANTAGED BUSINESS ENTERPRISES (DBEs)

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

- d. Performing Party must submit forms 6100-3 and 6100-4 to TCEQ prior to contract award. When the agency requires a HSP, the completed HSP and supporting documentation must be included with the proposal/bid; otherwise proposal/bid shall be deemed non-responsive for failure to comply with advertised specifications.

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

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

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

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

ARTICLE 11. MISCELLANEOUS PROVISIONS

1. Drug-Free Workplace. The Performing Party must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 40 CFR 36.200-36.230. Additionally, in accordance with these regulations, the Performing Party must identify all known workplaces under its federal awards and keep this information on file during the performance of the award.
2. In accordance with EPA Order 1000.25 and Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management (January 24, 2007), the Performing Party agrees to use recycled paper and double sided printing for all reports which are prepared as a part of this agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.

3. Pursuant to 40 CFR 30.18, if applicable, and 15 USC 2225a, the Performing Party agrees to ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). Performing Party may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance, or to find other information about the Act.
4. Trafficking in Persons. Prohibition Statement – You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time of the award; or used forced labor in the performance of the award or subaward under the award.
 - a. TCEQ may unilaterally terminate this award, without penalty, if a Performing Party that is a private entity: (1) is determined to have violated an applicable prohibition in the Prohibition Statement above; or (2) has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in the Prohibition Statement through conduct that is either (a) associated with performance under this award; or (b) imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)", as implemented at 2 CFR Part 1532. The Performing Party must inform TCEQ immediately of any information you receive from any source alleging a violation of a prohibition in the Prohibition Statement above.
 - b. TCEQ's right to terminate unilaterally that is described in previous section 4.a.: (1) implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and (2) is in addition to all other remedies for noncompliance that are available to TCEQ under this award.

Instructions on how to fill out attached Federal Forms:

1. **Certification Regarding Lobbying** – *EPA Form 6600-06* – Form should be filled out and returned with Respondents response.
2. **Disclosure of Lobbying Activities** – Form should be filled out and returned with Respondents response to disclose any lobbying activities.
3. **DBE Subcontractor Participation Form** – *EPA Form 6100-2* - If respondent is awarded a contract, the respondent will give these forms to his/her subcontractors to fill out and turn into EPA. Forms will be submitted after award of contract.
4. **DBE Subcontractor Performance Form** – *EPA Form 6100-3* - If respondent is awarded a contract, the respondent will fill this out after award. Forms will be submitted after award of contract.
5. **DBE Subcontractor Utilization Form** – *EPA Form 6100-4* - If respondent is awarded a contract, the respondent will fill this out after award. Forms will be submitted after award of contract.
6. **EPA DBE Program Self-Certification Form** – *TCEQ Form 20567* – This form is to be filled out in conjunction with EPA Form 6100-4 (#5 above). The form is used by TCEQ to verify minority and/or women-owned businesses listed on EPA Form 6100-4 comply with the EPA DBE program. Forms will be submitted after award of contract.
7. **Cost or Price Summary Format for Sub-agreements under U.S. EPA Assistance** – This form is only filled out if there is only one respondent that turned in a response. TCEQ will contact the respondent if the form needs to be filled out.
8. **Federal Funding Accountability and Transparency Act Reporting Form** – This form is to be filled out and returned with the signed contract.



EPA Project Control Number

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

APPLICANT'S ORGANIZATION

Typed Name of Authorized Representative

Title of Authorized Representative

Signature of Authorized Representative

Date of Signature

DISCLOSURE OF LOBBYING ACTIVITIESApproved by OMB
0348-0046Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance		2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award		3. Report Type: ☐ a. initial filing ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, if known: Congressional District, if known:			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:		
6. Federal Department / Agency:			7. Federal Program Name / Description: CFDA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$		
10. a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI):			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:				Authorized for Local Reproduction Standard Form LLL (Rev. 4/2012)	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Utilization Form

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE¹ subcontractors² and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Issuing/Funding Entity:			

I have identified potential DBE certified subcontractors	___ YES	___ NO	
If yes, please complete the table below. If no, please explain:			
Subcontractor Name/ Company Name	Company Address/ Phone/ Email	Est. Dollar Amt	Currently DBE Certified?

Continue on back if needed

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² 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.



OMB Control No: 2090-0030

Approved: 8/13/2013

Approval Expires: 8/31/2015

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

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that 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).

Prime Contractor Signature	Print Name
Title	Date

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. 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, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.



OMB Control No: 2090-0030

Approved: 8/13/2013

Approval Expires: 8/31/2015

Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Performance Form

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractors bid or proposal package.

Subcontractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity:	

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services , Equipment or Supplies	Price of Work Submitted to the Prime Contractor
DBE Certified By: ___ DOT ___ SBA ___ Other: _____		Meets/ exceeds EPA certification standards? ___ YES ___ NO ___ Unknown

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² 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.



OMB Control No: 2090-0030

Approved: 8/13/2013

Approval Expires: 8/31/2015

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

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that 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).

Prime Contractor Signature	Print Name
Title	Date

Subcontractor Signature	Print Name
Title	Date

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. 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, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.



OMB Control No: 2090-0030

Approved: 8/13/2013

Approval Expires: 8/31/2015

Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Participation Form

An EPA Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE¹ subcontractor² the opportunity to describe work received and/or report any concerns regarding the EPA-funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the EPA DBE Coordinator at any time during the project period of performance.

Subcontractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity:	

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services , Equipment or Supplies	Amount Received by Prime Contractor

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² 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.



Approval Expires: 8/31/2015

Disadvantaged Business Enterprise (DBE) Program

DBE Subcontractor Participation Form

Please use the space below to report any concerns regarding the above EPA-funded project:

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Subcontractor Signature	Print Name
Title	Date

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. 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, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

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

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

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

Or (at least one below must apply)

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

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

And (all below must apply)

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

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

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

Print Name

Title

Signature

Date

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

COST OR PRICE SUMMARY FORMAT FOR SUBAGREEMENTS UNDER U.S. EPA ASSISTANCE**PART I - GENERAL**

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

PART II - COST SUMMARY

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

PART III - CERTIFICATIONS

13. CONTRACTOR OR SUBCONTRACTOR

This proposal is submitted for use in connection with and in response to (1) _____
_____. This is to certify to the best of my knowledge and belief that
the cost and pricing data summarized herein are complete, current, and accurate as of (2) _____
and that a financial management capability exists to fully and accurately account for the financial transactions under this project.
I further certify that I understand that the subagreement price may be subject to downward renegotiation and/or recoupment where
the above cost and pricing data have been determined, as a result of audit, not to have been complete, current and accurate as of
the date above.

(3)

DATE OF EXECUTION

SIGNATURE OF COMPOSER

TITLE OF COMPOSER

14. LOAN RECIPIENT

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

DATE OF EXECUTION

SIGNATURE OF REVIEWER

TITLE OF REVIEWER

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

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

The following are EXEMPT from this form:

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

1) Name

2) DBA Name

3) DUNS Number

4) DUNS Number + 4

5) Address

City

State

Zip Code

County

6) Parent DUNS Number

7) Primary site where the work will be performed

City

State

Zip Code

County

- 8) a) In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates world wide) receive 80 percent or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

☐ Yes☐ No

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

- b) In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates world wide) receive \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

☐ Yes☐ No

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

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

Otherwise, provide names below:

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

Name

Amount

Name

Amount

Name

Amount

Name

Amount

Name

Amount



Texas Commission on Environmental Quality

Federal Funding Accountability and Transparency Act Reporting Form

(Continued)

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

9) Project Description

10) Contract Number

11) Form Preparer's Name

12) Preparer's Title

13) Preparer's Phone Number

14) Date Form Completed

TCEQ's USE ONLY

15) Date Contract Signed

16) Amount of Contract

17) CFDA Program Number

18) CFDA Program Title

19) Federal Agency Name

20) TCEQ Contract Number

21) TCEQ Umbrella Contract Number &
Work Order Number (if applicable)

22) USAS Grant Number



Texas Commission on Environmental Quality

Federal Funding Accountability and Transparency Act Reporting Form

Instructions

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

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

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



Texas Commission on Environmental Quality

Federal Funding Accountability and Transparency Act Reporting Form

Instructions (Continued)

TCEQ's USE ONLY

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

Attachment H
Drug Free Work Place for Grantees
(To be filled out and returned with the signed contract)

**RECIPIENT CERTIFICATION
FOR RECIPIENTS OTHER THAN INDIVIDUALS**

DRUG-FREE WORKPLACE ACT OF 1988

The certification set forth below is a material representation of fact upon which reliance was placed within the agency determined to award the assistance agreement. If it is later determined that the recipient knowingly rendered a false certification, or otherwise violates the requirements of the Drug-free Workplace Act, the Agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

- A. The Subrecipient certifies that it will provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing a drug-free awareness program to inform employees about-
 - 1. The dangers of drug abuse in the workplace;
 - 2. The Subrecipient's policy of maintaining a drug-free workplace;
 - 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-
 - 1. Abide by the terms of the statement; and
 - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
 - (e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2), from an employee or otherwise receiving actual notice of such conviction;
 - (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted-
 - 1. Taking appropriate personnel action against such an employee, up to and including termination; or
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- B. The Subrecipient shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code):

Typed Name and Title

Authorized for Local Reproduction

Attachment I
Notices, Project Representatives,
And Records Location
(To be filled out and returned with signed contract.)

NOTICES, REPRESENTATIVES, AND RECORDS LOCATION

Contract Number: 582-_____

Contract Name: Water Data Exchange (WADE)

1. **Representatives.** The individual(s) named below are the representatives of TCEQ and Contractor. They are authorized to give and receive communications and directions on behalf of the TCEQ and Contractor as indicated below. All communications including official contract notices must be addressed to the appropriate representative or his or her designee.

2. **Changes in Representatives.** Either party may change its representatives by unilateral amendment.

3. **TCEQ Representatives.**

**TCEQ CONTRACT MANAGER
(for Contractual Matters)**

Gloria Castillo

Contract Specialist
(Title)

Texas Commission on Environmental Quality
P.O. Box 13087
Austin, Texas 78711-3087
Telephone No.: (512)239-5142
E-mail.: gloria.castillo@tceq.texas.gov

**TCEQ PROJECT MANAGER
(for Technical Matters)**

Jurgen Koch

Project Manager
(Title)

Texas Commission on Environmental Quality
P.O. Box 13087
Austin, Texas 78711-3087
Telephone No.: (512)239-2309
E-mail.: jurgen.koch@tceq.texas.gov

4. **Contractor Representatives.**

For Contractual Matters:_____
(Name)_____
(Title)_____
(Mailing Address)_____
(City) (State) (Zip Code)

Telephone No.: (____) ____-____

Facsimile No.: (____) ____-____

For Technical Matters:_____
(Name)_____
(Title)_____
(Mailing Address)_____
(City) (State) (Zip Code)

Telephone No.: (____) ____-____

Facsimile No.: (____) ____-____

5. **Invoice Submittal.** Invoices must be submitted to email address irdinv@tceq.texas.gov.

6. **Designated Location for Records Access and Review.** Contractor designates the physical location indicated below for record access and review pursuant to any applicable provision of this contract:

(Physical Location Address Line 1)_____
(Physical Location Address Line 2)_____
(City),(State),(Zip Code)