

Career Team, LLC
 Contractor for Workforce Solutions for North Central Texas

**Request for Quote
 Entrepreneurial Skills Training for Youth**

Purpose

Career Team, LLC (“Career Team”) is a contractor for Workforce Solutions for North Central Texas (WSNCT) and is currently managing and operating its Workforce System, pursuant to a Prime Contract. Career Team is now seeking qualified entities to perform one of the services stated in the Statement of Work of the Prime Contract, particularly, to develop and deliver entrepreneurial skills training for youth ages 16–24.

This RFQ is being conducted as a competitive solicitation to identify qualified service providers and will be evaluated based on best value criteria in accordance with 2 CFR Part 200 and the Texas Grant Management Standards (TxGMS).

Any contract(s) to be awarded under this RFQ will be financed in whole or in part by federal and state funds. Any respondent(s) that are awarded a contract hereunder will be treated as Sub-Subrecipients to Career Team’s contract, referred to herein as the Prime Contract, with North Central Texas Council of Governments (NCTCOG or the “Administrative Entity”). Performance rendered under this contract shall comply with all terms and provisions of the Prime Contract.

Procurement Schedule

Milestone	Date	
RFQ Release Date	April 15, 2026	
Questions Deadline	May 3, 2026	
Responses to Questions Posted	Rolling basis	As received through May 5, 2026
Proposal Submission Deadline	May 15, 2026	5:00 PM Eastern
Proposal Review Period	May 18 – May 22, 2026	
Anticipated Award Notification	May 22, 2026	
Anticipated Contract Start Date	May 25, 2026	

Program Overview

The focus of the proposed entrepreneurial course is to engage young adults in work opportunities, business management, and hands-on experiences that can translate into either business ownership or non-traditional wage employment. In addition to these concepts, proposals must include a business pitch competition in which participants, after completing the entrepreneurial course, are prepared to present developed business plans. Services must also include mentorship and accountability components.

The program must include:

- Entrepreneurial skills training
- Business plan development
- Business pitch competition
- Mentorship and accountability

Service Requirements

Proposals should include a plan to accommodate the following:

- Between 45-60 WIOA eligible youth participants
 - Entrepreneurial instruction and education (see additional information regarding required content domains below).
 - Business Pitch Competition
- Minimum of two cohorts (15–30 participants each)
- Eight-week sessions, meeting at least twice per week
- Cohorts delivered sequentially (not concurrent)

All services under any resulting agreement must be completed no later than September 15, 2026. Respondents must clearly describe how mentorship and accountability services will be structured during the contract period and, if applicable, sustained through the required service timeline.

Scope of Work

Career Team, LLC operates the One-Stop Centers in the North Central Texas Workforce Development Board area. The proposed entrepreneurial training program will be delivered in partnership with services provided under the Workforce Innovation and Opportunity Act (WIOA) Youth program and is intended to serve eligible youth ages 16–24, including young adults who face barriers to education or employment, such as:

- Pregnant or parenting youth
- Individuals with disabilities
- Justice-involved youth
- Individuals experiencing homelessness
- Current or former foster youth
- School dropouts
- English language learners

The selected provider must deliver a structured entrepreneurial training program for youth ages 16–24 designed to engage participants in work opportunities, business management, entrepreneurial skill development, and hands-on learning that can translate to either business ownership or non-traditional wage employment. Respondents are encouraged to propose an approach that is age-appropriate, engaging, and responsive to participant needs, such as project-based learning, coaching, peer collaboration, and guest speakers, while ensuring the program addresses the required content domains described below.

The program should provide participants with foundational instruction on starting and operating a business, including opportunities to build practical entrepreneurial knowledge and skills. At a minimum, the program should support participants in:

- Developing entrepreneurial skills
- Identifying business opportunities
- Developing business plans and budgets
- Exploring options for acquiring capital
- Gaining exposure to the day-to-day operation of a business

Required content domains include:

- **Entrepreneurial mindset:** What entrepreneurship is, who entrepreneurs are, and the attitudes and skills that support success, such as resilience, creativity, problem-solving, and leadership
- **Idea-to-concept development:** How participants identify a problem or opportunity and develop a business concept informed by basic market understanding, including target customer, community needs, and trends
- **Business fundamentals:** Key elements of running a venture, including basic budgeting and funding considerations appropriate for youth participants
- **Branding and go-to-market:** How participants think about prototyping, as applicable, along with messaging, marketing, outreach, networking, and identifying potential customers

In addition to the instructional components described above, the selected provider must include a business pitch competition through which participants present developed business concepts or business plans. Respondents should describe their proposed format for the competition, including recommended judging criteria, panel structure, and any non-monetary prize recommendations.

The program may also support development in related areas, including:

- Leadership
- Financial Literacy
- Mentoring
- Tutoring
- Work readiness
- Post-Secondary preparation

The selected provider will be responsible for working with Career Team to support participant recruitment, engagement, and retention throughout the program. This includes participation in outreach efforts, orientations or information sessions, and strategies to encourage continued participation through successful completion.

The selected provider will also be responsible for providing weekly reports to Career Team, including attendance, participant progress, and activity updates.

Services may be delivered in person at Workforce Solutions locations or virtually, based on site availability, participant needs, and program considerations. Career Team, LLC currently operates centers at the following addresses and reserves the right to add or remove locations based on operational needs:

- 202 Hyde Park, Suite 200, Cleburne, TX 76033
- 720 North Beaton St, Corsicana, TX 75110

- 5800 N I-35, Suite 100, Denton, TX 76207
- 1030 E HWY 377, Suite 202, Granbury, TX 76048
- 4609 King St., Greenville, TX 75401
- 291 Eldorado Parkway, McKinney, TX 75069
- 1101 Resource Dr, Suite 100, Plano, TX 75074
- 2165 W South Loop, Stephenville, TX 76401
- 109 Tejas Drive, Suite 300, Terrell, TX 75160
- 1712 W Business HWY 287, Waxahachie, TX 75165
- 225 College Park Drive, Weatherford, TX 76087

Period of Performance

The anticipated period of performance for services under this RFQ is from **May 25, 2026, through September 18, 2026.**

All program activities, including training delivery, business pitch competition, reporting, and final invoicing, must be completed within this timeframe. Career Team reserves the right to adjust the start date based on procurement timelines and operational needs.

Eligibility Requirements

Respondents must:

- Demonstrate relevant experience delivering similar services
- Have the organizational capacity to perform the work
- Not be suspended or debarred under 2 CFR Part 180 from participation in federally or state funded programs.
- Ensure that all employees and personnel who interact with participants are eligible to work with youth and meet all applicable background screening and safety requirements, including restrictions related to child abuse, neglect, and violence against the family.

Insurance Requirements

The selected provider will be required to maintain appropriate insurance coverage, including but not limited to the following:

1. Commercial Property Coverage and Commercial General Liability Coverage. The Sub-Subrecipient shall maintain adequate and continuous Commercial Property Insurance and Commercial General Liability Insurance relating to Sub-Subrecipient’s business activities at all leased or owned business premises operated by Subrecipient pursuant to the terms of this Contract. The Sub-Subrecipient agrees to name Career Team and North Central Texas as additional insured under such policies.
2. Errors and Omissions Coverage/Professional Liability Coverage. Throughout the term of this Contract and all extensions thereto, the Sub-Subrecipient shall maintain adequate and continuous Errors and Omissions Insurance and/or Professional Liability Insurance as required by TWC and in accordance with state and federal laws and regulations.
3. Commercial Auto Coverage. Throughout the term of this Contract and all extensions thereto, the Sub-Subrecipient shall maintain adequate and continuous Commercial Auto Insurance on all vehicles owned, leased, or operated by the Sub-Subrecipient. Sub-Subrecipient staff that drive a

vehicle during the normal scope and course of their employment shall possess a valid Texas driver’s license and liability insurance. Staff liability insurance may be waived only if the Sub-Subrecipient elects to maintain such coverage. State agencies are exempt.

4. Workers’ Compensation Coverage. Throughout the term of this Contract and all extensions thereto, the Sub-Subrecipient shall maintain adequate and continuous Worker’s Compensation coverage or its equivalent.
5. Other Insurance Requirements. Career Team or Workforce Solutions for North Central Texas may require the Sub-Subrecipient to furnish additional or different insurance coverage as required by TWC and as may be applicable under federal or state laws. Career Team and North Central Texas shall be included as the loss payee on all certificates of insurance issued to Sub-Subrecipient in compliance with these provisions. Sub-Subrecipient must ensure that funds which exceed the amount protected by FDIC insured accounts are protected by bank collateral securities.

Proof of insurance must be provided prior to contract execution.

Proposal Submission Requirements

Proposals must include:

- 1. Organizational Information and Experience**
 - Background, capacity, and relevant experience
- 2. Past Performance**
 - Two success stories with outcomes
 - Three references
- 3. Program Approach**
 - Curriculum aligned with the Scope of Work
 - Recruitment and retention plan
- 4. Required Forms**
 - Signed forms under Attachments I - XI

Cost Proposal Requirements

Respondents must submit a detailed cost proposal that clearly outlines all costs associated with delivering the proposed services.

Per-Participant Costs

At least 20% of the budget should be for pass through costs for the participants.

- Unit cost per participant
- Description of services included (supplies, training materials, equipment or tools)
- Definition of completion milestones (incentives i.e. gift cards, prizes for competitions, culminating events)

Fixed Costs

- Costs not tied to participants
- Identification of one-time or ongoing costs

Total available funding: \$250,000. Respondents should note that Career Team, LLC may award one, multiple, or no contracts under this RFQ.

All costs must be fully disclosed in the cost proposal. No additional fees, surcharges, pass-through costs, minimum volume commitments, or rate increases will be permitted unless explicitly disclosed and approved in writing by Career Team, LLC.

Fixed-Price Contract

The resulting contract from this RFQ shall be a firm Fixed-Price Contract. Payments will be made based on the completion and acceptance of defined deliverables as outlined in the Scope of Work.

Submission Instructions and Information

- Submit one (1) PDF document
- Email to: procurement@careerteam.com
- Deadline: May 15, 2026, 5:00 PM Eastern Time

Late submissions will not be accepted.

The authorized Career Team, LLC contact for this procurement is procurement@careerteam.com. All questions and requests for clarification must be directed to the email address above by May 3, 2026. Answers will be posted on the website. It is the respondent's responsibility to regularly check the website for updates.

All responses must be typed and will become the property of Career Team, LLC.

Evaluation Criteria

- Demonstrated Performance (25%)
- Responsiveness (30%)
- Curriculum and Approach (25%)
- Cost (20%)
- HUB and M/W/DBE Status (5%)

Proposals will be reviewed for completeness and responsiveness to the requirements and instructions in this RFQ. Responsive proposals will be evaluated based on demonstrated performance and relevant experience, responsiveness to the RFQ, curriculum and approach, and the reasonableness of cost. Cost will be considered, but it will not be the sole determining factor in the award. Consistent with applicable procurement requirements, Career Team encourages participation by Historically Underutilized Businesses (HUBs), Minority Institutions such as Hispanic-Serving Institutions and Tribal Colleges and Universities, and to Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals. Such status will be considered as set forth in the evaluation criteria below.

Demonstrated Performance: This criterion assesses the respondent's demonstrated ability to deliver the requested services, including relevant experience, past performance, and references.

Responsiveness to RFQ: This criterion assesses the extent to which the proposal meets the requirements, instructions, and minimum qualifications outlined in this RFQ.

Curriculum and Approach: This criterion examines the quality, relevance, and appropriateness of the proposed curriculum and service approach for youth ages 16–24, including alignment with the Scope of Work.

Reasonableness of Cost: This criterion examines whether the proposed costs are clear, complete, and reasonable in relation to the services proposed and the Scope of Work requirements. Career Team, LLC will not be responsible for costs not included in the proposal that are necessary to fulfill the requirements of the RFQ.

Historically Underutilized Business and M/W/DBE: This criterion examines whether the respondent has provided HUB/ M/W/DBE certification or other documentation requested in this RFQ.

Selection Process

Proposals will be reviewed by Career Team, LLC staff in accordance with the evaluation criteria outlined in this RFQ. Only proposals received by the stated deadline and determined to be responsive to the requirements of this RFQ will be considered.

Award will be made to the responsive and responsible respondent whose proposal is determined to provide the best overall value to Career Team, LLC based on the evaluation criteria outlined in this RFQ.

Career Team reserves the right to request clarification, supporting cost documentation, or additional information necessary to evaluate proposals and determine price reasonableness prior to award.

Career Team, LLC reserves the right, at its sole discretion, to award one, multiple, or no contracts as a result of this RFQ.

Any resulting agreement will include all applicable federal and state provisions required under 2 CFR §200.327–200.332, as well as other applicable Texas Workforce Commission requirements.

Federal and State Compliance Requirements

Debarment and Suspension: Respondents must certify they are not suspended or debarred from participation in federally or state funded programs.

Right to Audit: The Texas Workforce Commission, State Auditor’s Office, Workforce Board, and Career Team reserve the right to audit all records related to this agreement.

Records Retention: All records must be retained for a minimum of seven (7) years.

The selected provider shall maintain all financial, programmatic, and supporting documentation related to services performed under any resulting agreement in accordance with applicable federal and state record retention requirements. Such records shall be made available to Career Team, LLC, the Texas Workforce Commission, and other authorized entities upon request for monitoring, audit, or review.

Equal Employment Opportunity: The respondent must comply with all applicable non-discrimination and equal opportunity laws.

Byrd Anti-Lobbying Amendment: For contracts exceeding \$100,000, respondents must certify that no federal funds have been used for lobbying.

Buy America Act: To the extent applicable, the selected provider must comply with all requirements of the Buy America Act and related federal provisions governing the use of federal funds.

Whistleblower Protection: Subrecipient employees are subject to the whistleblower rights and remedies established at 41 U.S.C. 4712. The subrecipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation (48 C.F.R. 3.908; note that for the purpose of this term and condition, use of the term “contract,” “contractor,” “subcontract,” or “subcontractor” in section 3.908 should be read as “grant,” “grantee,” “subgrant,” or “subgrantee”). The subrecipient shall insert the substance of this clause in all subgrants and contracts over the Simplified Acquisition Threshold.

Conflict of Interest: In compliance with Career Team’s Conflict of Interest Policy and Section 20 of the North Central Texas Workforce Services Contract, all organizations and individuals participating in this RFQ must avoid any actual or potential conflicts of interest in connection with this solicitation and any resulting agreement. Respondents must disclose any actual or potential conflicts of interest within their proposal and submit a completed and signed Certificate Regarding Conflict of Interest as part of their response. Failure to disclose any actual or potential conflicts of interest may result in the disqualification of the proposal or the termination of any resulting contract.

Termination: Career Team reserves the right to terminate any resulting agreement for cause or convenience. Moreover, upon termination of the Prime Contract, Career Team shall cancel, withdraw, or otherwise terminate any outstanding orders or sub-agreements which relate to the performance of the Prime Contract. The Administrative Entity shall not be liable to Career Team or its subcontractors or Sub-Subrecipients following the date of termination of the Prime Contract.

Texas-Specific Requirements

Historically Underutilized Businesses (HUB), minority or women-owned or disadvantaged businesses enterprises (M/W/DBE): Career Team encourages participation by HUB/M/W/DBE respondents and will make a good faith effort to include them.

Child Support Certification: Respondents must certify they are not delinquent in child support obligations under Texas law.

Public Information Act: Responses may be subject to disclosure under the Texas Public Information Act.

Prohibition on Boycotting Israel: For contracts over \$100,000, respondents must certify compliance with Texas Government Code Chapter 2271.

Disaster Recovery: Respondents must maintain a plan to continue services in the event of an emergency.

Restrictions on the Use of Certain Public Subsidies: Pursuant to Texas Government Code § 2264.051, the Sub-Subrecipient certifies that the business, or a branch, division, or department of the business does not and will not knowingly employ an undocumented worker as defined in Texas Government Code § 2264.001(4). The Sub-Subrecipient will implement policies and procedures concerning this law by following guidance in WD Letter 07-08 and subsequent issuances.

Sub-Subrecipient Requirements

The selected provider will be considered a sub-subrecipient and must:

- Comply with all applicable provisions of 2 CFR Part 200
- Participate in monitoring and oversight activities
- Provide required programmatic and financial reports
- Maintain internal controls over federal funds
- Comply with all requirements covered in the Prime Contract, which shall be written to the contract awarded under this RFQ, including:
 - Fiscal Administration;
 - Bonding Requirements;
 - Administrative Entity Liabilities;
 - Accessibility and Maintenance/Retention of Records;
 - Confidentiality of records;
 - Rights in Data, Products, or Inventions & Patent Indemnity
 - Monitoring, Audits and Evaluation;
 - Property;
 - Termination;
 - Termination and Transition Assistance Requirements;
 - Safeguard for TWC Information;
 - Preventing and Reporting Fraud and Abuse;
 - Preventing Conflict of Interest;
 - Lobbying; and
 - Non-Discrimination and Equal Opportunity.
- The Sub-Subrecipient having property acquired by funds received under this contract shall acquire and maintain property insurance reasonably sufficient to replace any damaged, lost, or stolen property, for as long as the property is kept.
- A charitable or faith-based organization is eligible to be a Sub-Subrecipient to Career Team on the same basis as any other private organization. As a Sub-Subrecipient under this contract, such an organization retains its control over the definition, development, practice and expression of its charitable or religious beliefs, except as provided by federal law. Career Team agrees to submit notification to TWC of any subcontract or partnership agreement between Career Team and a charitable or faith-based organization.
- Career Team shall make a reasonable effort to meet the state goal on subcontracts and supplier contracts to Historically Underutilized Businesses certified by the State of Texas, as defined in Texas Government Code § 2161.001, including any certified women or minority owned businesses or enterprises.

- Sub-Subrecipients must carry “errors and omissions” insurance or the establish a self-funded equivalent, as well as other forms of insurance required by state or federal law or regulations and in such amounts as reasonably required by the TWC.
- None of the funds made available by WIOA may be awarded or obligated to the Association of Community Organizations for Reform Now, or any of its affiliates, subsidiaries, or allied organizations, in accordance with Public Law 114-113, Division H, Title V, Section 522.
- The Sub-Subrecipient agrees that all funds provided under this contract, including funds expended under subawards or subcontracts, shall be expended for authorized activities and Pursuant to 45 C.F.R. Part 87, grant award, subawards, or contracts under the Child Care and Development Fund program shall not be used to support sectarian worship, instruction, or proselytization. Therefore, organizations must take steps to separate, in time or location, their inherently religious activities from the services funded under this program(s). This provision shall not be interpreted to prohibit the Subrecipient from contracting for goods or services with any religious institution or entity.

Governing Provisions and Limitations

Career Team reserves the right to:

- Reject any or all proposals
- Request clarification or additional information
- Negotiate terms prior to award
- Award one, multiple, or no contracts

This RFQ does not commit Career Team to award a contract or to pay any costs incurred in the preparation of a proposal. All costs incurred by respondents are the sole responsibility of the respondent.

Any resulting agreement will be subject to all applicable federal, state, and local laws, regulations, and policies.

Attachments

- Attachment I: INSTRUCTIONS FOR PROPOSALS COMPLIANCE AND SUBMITTAL
- Attachment II: CERTIFICATIONS OF OFFEROR
- Attachment III: CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS
- Attachment IV: RESTRICTIONS ON LOBBYING
- Attachment V: DRUG-FREE WORKPLACE CERTIFICATION
- Attachment VI: CERTIFICATION REGARDING DISCLOSURE OF CONFLICT OF INTEREST
- Attachment VII: CERTIFICATION OF FAIR BUSINESS PRACTICES
- Attachment VIII: CERTIFICATION OF GOOD STANDING (TEXAS CORPORATE FRANCHISE TAX CERTIFICATION)
- Attachment IX: HISTORICALLY UNDERUTILIZED BUSINESSES, MINORITY OR WOMEN-OWNED OR DISADVANTAGED
- Attachment X: NCTCOG FEDERAL AND STATE OF TEXAS REQUIRED PROCUREMENT PROVISIONS
- Attachment XI: OTHER UNIFORM ASSURANCES AND REQUIRED 2 CFR 200 CLAUSES

**ATTACHMENT I:
INSTRUCTIONS FOR PROPOSALS COMPLIANCE AND SUBMITTAL**

Compliance with the Solicitation

Submissions must be in strict compliance with this solicitation. Failure to comply with all provisions of the solicitation may result in disqualification.

Acknowledgment of Insurance Requirements

By signing its submission, Offeror acknowledges that it has read and understands the insurance requirements for the submission. Offeror also understands that the evidence of required insurance must be submitted within ten (10) working days following notification of its offer being accepted; otherwise, Career Team and/or NCTCOG may rescind its acceptance of the Offeror’s proposals. The insurance requirements are outlined under Insurance Requirements.

Name of Organization/Contractor(s):

Printed Name and Signature of Authorized Representative:

Date:

**ATTACHMENT II:
CERTIFICATIONS OF OFFEROR**

I hereby certify that the information contained in this proposal and any attachments is true and correct and may be viewed as an accurate representation of proposed services to be provided by this organization. I certify that no employee, board member, or agent of the North Central Texas Council of Governments and Career Team, LLC has assisted in the preparation of this proposal. I acknowledge that I have read and understand the requirements and provisions of the solicitation and that the organization will comply with the regulations and other applicable local, state, and federal regulations and directives in the implementation of this contract.

I also certify that I have read and understood all sections of this solicitation and will comply with all the terms and conditions as stated; and furthermore that I, _____ (typed or printed name) certify that I am the _____ (title) of the corporation, partnership, or sole proprietorship, or other eligible entity named as offeror and respondent herein and that I am legally authorized to sign this offer and to submit it to Career Team and/or North Central Texas Council of Governments, on behalf of said offeror by authority of its governing body.

Name of Organization/Contractor(s):

Printed Name and Signature of Authorized Representative:

Date:

ATTACHMENT III:

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

This certification is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 93, Government-wide Debarment and Suspension, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668, 682), Department of Health and Human Services (45 CFR Part 76).

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
2. Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false Proposals, or receiving stolen property;
3. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offense enumerated in Paragraph (2) of this certification; and,
4. Have not within a three-year period preceding this contract had one or more public transactions terminated for cause or default.

Where the prospective recipient of federal assistance funds is unable to certify to any of the qualifications in this certification, such prospective recipient shall attach an explanation to this certification form.

Name of Organization/Contractor(s):

Printed Name and Signature of Authorized Representative:

Date:

**ATTACHMENT IV:
RESTRICTIONS ON LOBBYING**

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

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

As a recipient of a federal grant exceeding \$100,000, NCTCOG requires its subcontractors of that grant to file a certification that neither the agency nor its employees have made, or will make, any payment prohibited by the preceding paragraph.

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

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

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

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

Name of Organization/Contractor(s):

Printed Name and Signature of Authorized Representative:

Date:

ATTACHMENT V:

DRUG-FREE WORKPLACE CERTIFICATION

The _____ (company name) will provide a Drug Free Work Place in compliance with the Drug Free Work Place Act of 1988. The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited on the premises of the _____ (company name) or any of its facilities. Any employee who violates this prohibition will be subject to disciplinary action up to and including termination. All employees, as a condition of employment, will comply with this policy.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

This certification is required by the Federal Regulations Implementing Sections 5151-5160 of the Drug-Free Workplace Act, 41 U.S.C. 701, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668 and 682), Department of Health and Human Services (45 CFR Part 76).

The undersigned subcontractor certifies it will provide a drug-free workplace by:

Publishing a policy Proposal notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee;

Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, the subcontractor’s policy of maintaining a drug-free workplace, the availability of counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed on employees for drug violations in the workplace;

Providing each employee with a copy of the subcontractor’s policy Proposal;

Notifying the employees in the subcontractor’s policy Proposal that as a condition of employment under this subcontract, employees shall abide by the terms of the policy Proposal and notifying the subcontractor in writing within five days after any conviction for a violation by the employee of a criminal drug abuse statute in the workplace;

Notifying the Board within ten (10) days of the subcontractor’s receipt of a notice of a conviction of any employee; and,

Taking appropriate personnel action against an employee convicted of violating a criminal drug statute or requires such employee to participate in a drug abuse assistance or rehabilitation program.

Name of Organization/Contractor(s): _____

Printed Name and Signature of Authorized Representative: _____

Date: _____

**ATTACHMENT VI:
CERTIFICATION REGARDING DISCLOSURE OF CONFLICT OF INTEREST**

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

“No employee of the subcontractor, no member of the subcontractor’s governing board or body, and no person who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract shall participate in any decision relating to this contract which affects his/her personal pecuniary interest.

Executives and employees of subcontractor shall be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering the contract, shall exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for the subcontractor to conduct business with a friend or associate of an executive or employee of the subcontractor, an elected official in the area or a member of the North Central Texas Council of Governments, a permanent record of the transaction shall be retained.

Any executive or employee of the subcontractor, an elected official in the area or a member of the NCTCOG, shall not solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by subcontractor or Department. Supplies, tools, materials, equipment or services purchased with contract funds shall be used solely for purposes allowed under this contract. No member of the NCTCOG shall cast a vote on the provision of services by that member (or any organization which that member represents) or vote on any matter which would provide a direct or indirect financial benefit to the member or any business or organization which the member directly represents”.

No officer, employee or paid consultant of the subcontractor is a member of the NCTCOG.

No officer, manager or paid consultant of the subcontractor is married to a member of the NCTCOG. No member of NCTCOG directly owns, controls or has interest in the subcontractor.

The subcontractor has disclosed any interest, fact, or circumstance that does or may present a potential conflict of interest. No member of the NCTCOG receives compensation from the subcontractor for lobbying activities as defined in Chapter 305 of the Texas Government Code.

Should the subcontractor fail to abide by the foregoing covenants and affirmations regarding conflict of interest, the subcontractor shall not be entitled to the recovery of any costs or expenses incurred in relation to the contract and shall immediately refund to the North Central Texas Council of Governments any fees or expenses that may have been paid under this contract and shall further

be liable for any other costs incurred or damages sustained by the NCTCOG as it relates to this contract. Subcontractor's certification against conflicts of interest and its ongoing obligation to disclose such conflicts shall apply not only to the NCTCOG and the contracting agency, but also to any officer, employee, board member, or agent of Career Team, LLC, the prime contractor.

Name of Organization/Contractor(s): _____

Printed Name and Signature of Authorized Representative: _____

Date: _____

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	<p>Date Received</p>	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-left: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p style="margin-left: 40px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p>7</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity Date</p>		

**CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

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

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

...
(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
- (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.

**ATTACHMENT VII:
CERTIFICATION OF FAIR BUSINESS PRACTICES**

That the submitter has not been found guilty of unfair business practices in a judicial or state agency administrative proceeding during the preceding year. The submitter further affirms that no officer of the submitter has served as an officer of any company found guilty of unfair business practices in a judicial or state agency administrative during the preceding year.

Name of Organization/Contractor(s):

Printed Name and Signature of Authorized Representative:

Date:

**ATTACHMENT VIII:
CERTIFICATION OF GOOD STANDING
TEXAS CORPORATE FRANCHISE TAX CERTIFICATION**

Pursuant to Article 2.45, Texas Business Corporation Act, state agencies may not contract with for profit corporations that are delinquent in making state franchise tax payments. The following certification that the corporation entering into this offer is current in its franchise taxes must be signed by the individual authorized on Form 2031, Corporate Board of Directors Resolution, to sign the contract for the corporation.

The undersigned authorized representative of the corporation making the offer herein certified that the following indicated Proposal is true and correct and that the undersigned understands that making a false Proposal is a material breach of contract and is grounds for contract cancellation.

Indicate the certification that applies to your corporation:

_____ The Corporation is a for-profit corporation and certifies that it is not delinquent in its franchise tax payments to the State of Texas.

_____ The Corporation is a non-profit corporation or is otherwise not subject to payment of franchise taxes to the State of Texas.

- Type of Business (if not corporation):
- Sole Proprietor
 - Partnership
 - Other

Pursuant to Article 2.45, Texas Business Corporation Act, the North Central Texas Council of Governments reserves the right to request information regarding state franchise tax payments.

(Printed/Typed Name and Title of Authorized Representative)

Signature

Date: _____

**ATTACHMENT IX:
HISTORICALLY UNDERUTILIZED BUSINESSES, MINORITY OR WOMEN-OWNED OR
DISADVANTAGED BUSINESS ENTERPRISES**

Historically Underutilized Businesses (HUBs), minority or women-owned or disadvantaged businesses enterprises (M/W/DBE) are encouraged to participate in the solicitation process. Representatives from HUB companies should identify themselves and submit a copy of their certification.

NCTCOG recognizes the certifications of both the State of Texas Program and the North Central Texas Regional Certification Agency. Companies seeking information concerning HUB certification are urged to contact:

State of Texas HUB Program
Texas Comptroller of Public Accounts
Lyndon B. Johnson State Office Building
111 East 17th Street
Austin, Texas 78774
(512) 463-6958
<http://www.window.state.tx.us/procurement/prog/hub/>

Local businesses seeking M/W/DBE certification should contact:

North Central Texas Regional Certification Agency
624 Six Flags Drive, Suite 100
Arlington, TX 76011
(817) 640-0606
<http://www.nctrca.org/certification.html>

Submitter must include a copy of its minority certification documentation as part of this solicitation. If your company is already certified, attach a copy of your certification to this form and return with your proposal.

Indicate all that apply:

- Minority-Owned Business Enterprise
- Women-Owned Business Enterprise
- Disadvantaged Business Enterprise

ATTEST TO Attachments of Certification:

Authorized Signature: _____
Typed Name: _____ Date: _____
Subscribed and sworn to before me this _____ day of _____ (month), 20____ in
_____ (city), _____ (county), _____ (state).
Notary Public in and for _____ (County), **SEAL**
State of _____ Commission expires: _____

ATTACHMENT X

NCTCOG FEDERAL AND STATE OF TEXAS REQUIRED PROCUREMENT PROVISIONS

The following provisions are mandated by Federal and/or State of Texas law. Failure to certify to the following will result in disqualification of consideration for contract. Entities or agencies that are not able to comply with the following will be ineligible for consideration of contract award.

PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT CERTIFICATION

This Contract is subject to the Public Law 115-232, Section 889, and 2 Code of Federal Regulations (CFR) Part 200, including §200.216 and §200.471, for prohibition on certain telecommunications and video surveillance or equipment.

Public Law 115-232, Section 889, identifies that restricted telecommunications and video surveillance equipment or services (e.g. phones, internet, video surveillance, cloud servers) include the following:

- A) Telecommunications equipment that is produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliates of such entities).
- B) Video surveillance and telecommunications equipment produced by Hytera Communications Corporations, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliates of such entities).
- C) Telecommunications or video surveillance services used by such entities or using such equipment.
- D) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, Director of the National Intelligence, or the Director of the Federal Bureau of Investigation reasonably believes to be an entity owned or controlled by the government of a covered foreign country.

The entity identified below, through its authorized representative, hereby certifies that no funds under this Contract will be obligated or expended to procure or obtain telecommunication or video surveillance services or equipment or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system prohibited by 2 CFR §200.216 and §200.471, or applicable provisions in Public Law 115-232 Section 889.

The Contractor or Subrecipient hereby certifies that it does comply with the requirements of 2 CFR §200.216 and §200.471, or applicable regulations in Public Law 115-232 Section 889.

SIGNATURE OF AUTHORIZED PERSON: _____

NAME OF AUTHORIZED PERSON: _____

NAME OF COMPANY: _____

DATE: _____

-OR-

The Contractor or Subrecipient hereby certifies that it cannot comply with the requirements of 2 CFR §200.216 and §200.471, or applicable regulations in Public Law 115-232 Section 889.

SIGNATURE OF AUTHORIZED PERSON: _____

NAME OF AUTHORIZED PERSON: _____

NAME OF COMPANY: _____

DATE: _____

DISCRIMINATION AGAINST FIREARMS ENTITIES OR FIREARMS TRADE ASSOCIATIONS

This contract is subject to the Texas Local Government Code chapter 2274, Subtitle F, Title 10, prohibiting contracts with companies who discriminate against firearm and ammunition industries.

TLGC chapter 2274, Subtitle F, Title 10, identifies that “discrimination against a firearm entity or firearm trade association” includes the following:

- A. means, with respect to the entity or association, to:
 - I. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; and
 - II. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
 - III. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.

- B. An exception to this provision excludes the following:
 - I. contracts with a sole-source provider; or
 - II. the government entity does not receive bids from companies who can provide written verification.

The entity identified below, through its authorized representative, hereby certifies that they have no practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and that they will not discriminate during the term of the contract against a firearm entity or firearm trade association as prohibited by Chapter 2274, Subtitle F, Title 10 of the Texas Local Government Code.

The Contractor or Subrecipient hereby certifies that it does comply with the requirements of Chapter 2274, Subtitle F, Title 10.

SIGNATURE OF AUTHORIZED PERSON: _____
NAME OF AUTHORIZED PERSON: _____
NAME OF COMPANY: _____
DATE: _____

-OR-

- The Contractor or Subrecipient hereby certifies that it cannot comply with the requirements of Chapter 2274, Subtitle F, Title 10.

SIGNATURE OF AUTHORIZED PERSON: _____

NAME OF AUTHORIZED PERSON: _____

NAME OF COMPANY: _____

DATE: _____

BOYCOTTING OF CERTAIN ENERGY COMPANIES

This contract is subject to the Texas Local Government Code chapter 809, Subtitle A, Title 8, prohibiting contracts with companies who boycott certain energy companies.

TLGC chapter Code chapter 809, Subtitle A, Title 8, identifies that “boycott energy company” means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:

- I. engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; and
- II. does business with a company described by paragraph (I).

The entity identified below, through its authorized representative, hereby certifies that they do not boycott energy companies, and that they will not boycott energy companies during the term of the contract as prohibited by Chapter 809, Subtitle A, Title 8 of the Texas Local Government Code.

The Contractor or Subrecipient hereby certifies that it does comply with the requirements of Chapter 809, Subtitle A, Title 8.

SIGNATURE OF AUTHORIZED PERSON: _____
NAME OF AUTHORIZED PERSON: _____
NAME OF COMPANY: _____
DATE: _____

-OR-

The Contractor or Subrecipient hereby certifies that it cannot comply with the requirements of Chapter 809, Subtitle A, Title 8.

SIGNATURE OF AUTHORIZED PERSON: _____
NAME OF AUTHORIZED PERSON: _____
NAME OF COMPANY: _____
DATE: _____

NON-DISCRIMINATION AND EQUAL OPPORTUNITY

As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the grant applicant assures that it has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance:

- A) Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I-financially assisted program or activity;
- B) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
- C) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- D) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- E) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The grant applicant also assures that, as a recipient of WIOA Title I financial assistance, it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I-financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I-financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

The Contractor or Subrecipient hereby certifies that it does comply with the requirements.

SIGNATURE OF AUTHORIZED PERSON: _____

NAME OF AUTHORIZED PERSON: _____

NAME OF COMPANY: _____

DATE: _____

-OR-

The Contractor or Subrecipient hereby certifies that it cannot comply with the requirements.

SIGNATURE OF AUTHORIZED PERSON: _____

NAME OF AUTHORIZED PERSON: _____

NAME OF COMPANY: _____

DATE: _____

ATTACHMENT XI

OTHER UNIFORM ASSURANCES AND REQUIRED 2 CFR 200 CLAUSES

A. Child Support Obligation

Under Section 231.006 of the Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application.”

B. Clean Air Act and Federal Water Pollution Control Act

Sub-Subrecipient represents and warrants that it will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

C. Compliance with Laws, Rules, and Requirements

Sub-Subrecipient represents and warrants that it will comply, and assure the compliance of all its subrecipients and contractors, with all applicable federal and state laws, rules, regulations, and policies in effect or hereafter established. In addition, Sub-Subrecipient represents and warrants that it will comply with all requirements imposed by the awarding agency concerning special requirements of law, program requirements, and other administrative requirements. In instances where multiple requirements apply to Sub-Subrecipient, the more restrictive requirement applies.

D. Contract Oversight

Sub-Subrecipient represents and warrants that it will maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

E. Contract Work Hours and Safety Standards Act

Sub-Subrecipient represents and warrants that it will comply with the requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

F. Cybersecurity Training Program

Sub-Subrecipient represents and warrants its compliance with Section 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database. If Sub-Subrecipient has access to any state computer system or database, Sub-Subrecipient shall complete cybersecurity training and verify completion of the training program to the Agency pursuant to and in accordance with Section 2054.5192 of the Government Code.

G. Davis-Bacon Act and the Copeland Act

Sub-Subrecipient represents and warrants that it will comply with the requirements of the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”) and the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874).

H. Debts and Delinquencies

Sub-Subrecipient agrees that any payments due under the contract or grant shall be applied towards any debt or delinquency that is owed to the State of Texas.

I. Disaster Recovery Plan

Upon request of Agency, Sub-Subrecipient shall provide copies of its most recent business continuity and disaster recovery plans.

J. Disclosure of Violations of Federal Criminal Law

Sub-Subrecipient represents and warrants its compliance with 2 CFR § 200.113, which requires the disclosure in writing of violations of federal criminal law involving fraud, bribery, and gratuity and the reporting of certain civil, criminal, or administrative proceedings to SAM.

K. Disclosure Protections for Certain Charitable Organizations, Charitable Trusts, and Private Foundations

Sub-Subrecipient represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

L. Dispute Resolution

The dispute resolution process provided in Chapter 2009 of the Texas Government Code is available to the parties to resolve any dispute arising under the agreement.

M. Excluded Parties

Sub-Subrecipient certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, “Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism”, published by the United States Department of the Treasury, Office of Foreign Assets Control.

N. Equal Employment Opportunity

Sub-Subrecipient shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. Sub-Subrecipient shall take affirmative actions to ensure that applicants are employed, and that employees are treated, during their employment, without regard to their race, religion, color, sex, sexual orientation, gender identity, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

O. Executive Head of a State Agency Affirmation

In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Sub-Subrecipient certifies that it is not (1) the executive head of the Agency, (2) a person who at any time during the four years before the date of the contract or grant was the executive head of the Agency, or (3) a person who employs a current or former executive head of the Agency.

P. Federal Solid Waste Disposal Act

Sub-Subrecipient represents and warrants that it will comply with the requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

Q. Firearm Suppressor Policy

Sub-Subrecipient certifies that it has not received a final judicial determination finding it adopted a rule, order, ordinance, or policy under which it enforces, or allows the enforcement of, a federal statute, order, rule, or regulation that purports to regulate a firearm suppressor in violation of Texas Government Code §2.102(a) in an action brought by the Attorney General under Texas Government Code §2.104. If Sub-Subrecipient is currently being sued under Texas Government Code §2.104 or is sued under this section at any point during the duration of this grant, Sub-Subrecipient agrees to immediately disclose the lawsuit and its posture to the Agency.

R. Governing Law and Venue

This agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under this agreement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute that directly names or otherwise identifies its applicability to the contracting state agency.

S. Indemnification

SUB-SUBRECIPIENT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND AGENCY, AND/OR ITS OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF SUB-SUBRECIPIENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY SUB-SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUB-SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SUB-SUBRECIPIENT AND AGENCY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

T. Legal Authority

Sub-Subrecipient represents that it possesses legal authority to apply for the grant. A resolution, motion or similar action has been duly adopted or passed as an official act of the Sub-Subrecipient’s governing body, authorizing the filing of the Response, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or the designee of Sub-Subrecipient to act in connection with the Response and to provide such additional information as may be required.

U. Lobbying Expenditure Restriction

Sub-Subrecipient represents and warrants that Agency’s payments to Sub-Subrecipient and Sub-Subrecipient's receipt of appropriated or other funds under the contract or grant are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code, which restrict lobbying expenditures.

V. No Waiver of Sovereign Immunity

The Parties expressly agree that no provision of the grant or contract is in any way intended to constitute a waiver by the Agency or the State of Texas of any immunities from suit or from liability that the Agency or the State of Texas may have by operation of law.

W. Texas Public Information Act

Information, documentation, and other material in connection with this Solicitation or any resulting contract or grant may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the “Public Information Act”). In accordance with Section 2252.907 of the Texas Government Code, Sub-Subrecipient is required to make any information created or exchanged with the State pursuant to the contract or grant, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

X. Reporting Compliance

Sub-Subrecipient represents and warrants that it will submit timely, complete, and accurate reports in accordance with the grant and maintain appropriate backup documentation to support the reports.

Y. Reporting Suspected Fraud and Unlawful Conduct

Sub-Subrecipient represents and warrants that it will comply with Section 321.022 of the Texas Government Code, which requires that suspected fraud and unlawful conduct be reported to the State Auditor’s Office.

Z. Rights to Inventions Made Under a Contract or Agreement

Sub-Subrecipient represents and warrants that it will comply with the requirements of 37 CFR Part 401 (“Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements”) and any implementing regulations issued by the awarding agency, if federal award meets the definition of “funding agreement” under 37 CFR §401.2(a) and the Sub-Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement.”

AA. State Auditor’s Right to Audit

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. The acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

BB. Procurement of Recovered Materials

Sub-Subrecipient agrees to comply with all applicable provisions of 2 CFR §200.322.

CC. Anti-Israel Boycott

By accepting this work order, Sub-Subrecipient hereby certifies the following:

1. Sub-Subrecipient's Company does not boycott Israel; and
2. Sub-Subrecipient's Company will not boycott Israel during the term of the contract.

The following definitions apply to this statute:

(1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

(2) "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

DD. Domestic Preference for Procurements

As appropriate and to the extent consistent with law, the Sub-Subrecipient should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Consistent with §200.322, the following items shall be defined as: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

EE. Termination For Convenience

The Sub-Subrecipient may terminate the agreement for its convenience in whole or in part at any time without cause, upon 30 days written notice. Upon termination for convenience, the Sub-Subrecipient will be entitled to payment for goods or services satisfactorily performed or delivered and reimbursement for all allowable costs incurred on or before the effective date of such termination.

FF. Trafficking in Persons

The Sub-Subrecipient agrees to comply with all applicable provisions of 2 CFR §175.15. NCTCOG, the Contractor, and its subcontractors are prohibited from (i) engaging in severe forms of trafficking in persons during the period of time that the award is in effect; (ii) procuring a commercial sex act during the period of time that the award is in effect; (iii) using forced labor in the performance of the award or subawards under the award. The Federal award agency may unilaterally terminate the award, without penalty, if the Sub-Subrecipient (i) is determined to have violated an applicable prohibition; (ii) has an employee who is determined by the agency officially authorized to terminate the award to have violated an applicable prohibition of this award term. NCTCOG must notify the Federal award agency immediately if any information received from the Sub-Subrecipient indicates a violation of the applicable prohibitions.

The Sub-Subrecipient hereby certifies that it does comply with the above assurance and requirements of 2 CFR 200 as stipulated herein and required by the NCTCOG.

SIGNATURE OF AUTHORIZED PERSON: _____

NAME OF AUTHORIZED PERSON: _____

NAME OF COMPANY: _____

DATE: _____

