

CONTRACT NUMBER 582-19-90031

AMENDMENT 2

The Texas Commission on Environmental Quality (“TCEQ”) and the City of Fort Worth (“PERFORMING PARTY”), agree to amend Contract number 582-19-90031 to extend the term of the Contract to April 30, 2021 by exercising the second of its remaining renewal options, in accordance with Special Terms and Conditions, Section 1, and update the Scope of Work and Special Terms and Conditions in accordance with General Terms and Conditions, Section 1.2. In addition, the maximum compensation possible under the contract is increased by \$255,005.20 for Fiscal Year (FY) 2021 for a total contract value of \$1,027,005.20.

The following summarizes the changes made by this Amendment:

1. The Maximum TCEQ Obligation is increased by \$255,005.20 to \$1,027,005.20. The total compensation possible under this contract is:

Original Contract Amount (FY19)	\$386,000.00
Amendment 1 (FY20 Renewal)	\$386,000.00
<u>Amendment 2 (FY21 Renewal)</u>	<u>\$255,005.20</u>
Total Contract Amount (Maximum TCEQ Obligation)	\$1,027,005.20

2. The TCEQ has reviewed and approved the budget submitted by the City of Fort Worth. The Cost Budget for Fiscal Year 2021 is hereby included in its entirety by **Attachment A** of this Amendment.
3. The TCEQ has revised the **Scope of Work** for FY21 and incorporated it in its entirety as **Attachment B** of this amendment.
4. TCEQ has revised the **Special Terms and Conditions**, incorporated in their entirety as **Attachment C** of this Amendment.
5. The Term of the Contract is extended to April 30, 2021.

All other conditions and requirements of Contract Number 582-19-90031 remain unchanged.

TCEQ:
Texas Commission on Environmental
Quality

PERFORMING PARTY:
City of Fort Worth

By:

(Signature)

By:

(Signature)

Kelly Keel Linden
(Printed Name)

(Printed Name)

Acting Deputy Executive Director
(Title)

(Title)

(Date Signed)

(Date Signed)

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Attachment A

**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	\$136,471.84
Fringe Benefits	\$76,192.23 (55.83%)
Travel	\$3,000.00
Supplies	\$6,400.00
Equipment	\$0.00
Contractual	\$0.00
Construction	\$0.00
Other	\$5,550.00
Indirect Costs	\$27,391.13
Total	\$255,005.20

2. Indirect Cost Reimbursable Rate. The reimbursable rate for this Contract is 12.88% 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):

- Predetermined Rate—an audited rate that is not subject to adjustment.
- Negotiated Predetermined Rate—an experienced-based predetermined rate agreed to by Performing Party and TCEQ. This rate is not subject to adjustment.
- Default rate—a standard rate of ten percent of salary/wages may be used in lieu of determining the actual indirect costs of the service.

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3. **Other.** If Budget Category “Other” is greater than \$25,000 or more than 10% of budget total, identify the main constituents: Costs include site improvements, vehicle fuel and maintenance costs, and medical supplies.
4. **Travel.** In order to be reimbursable, travel costs must be specifically authorized in advance of the travel. Travel costs 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.
5. **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.
6. **Budget Control.**
 - a. **Cumulative transfers equal to or less than 10% of the Total Budget.** Performing Party may transfer amounts between the approved direct cost budget categories so long as cumulative transfers from direct cost budget categories during the Contract Period do not exceed ten percent (10%) of the Total Budget amount. Performing Party must timely submit a Budget Revision Request (BRR) Form reflecting the revised budget. Upon approval by TCEQ, the BRR will be incorporated into this Contract as though it is a document revised under General Term and Condition Section 1.2. The 10% limit does not reset with the approval of each BRR. It resets when an amendment is signed by the parties reflecting changes to the budget.
 - b. **Cumulative transfers greater than 10% of the Total Budget.** TCEQ must **pre-approve in writing** all budget revisions that result in the cumulative transfer from direct cost budget categories of funds greater than 10% of the Total Budget during the Contract Period. The Performing Party must request to amend the Contract. A contract amendment is required **before** Performing Party incurs these costs.
 - c. Performing Party may not transfer amounts to budget categories containing zero dollars without TCEQ pre-approval in writing.
7. **Invoice Submittal.** Unless otherwise stipulated in the Contract, invoices must be submitted monthly and invoices shall be submitted within thirty (30) days after the end of the fiscal quarter to the individual named in TCEQ Project Representatives and Records Location. Final invoices shall be submitted within one (1) month after completing the Scope of Work activities. TCEQ may unilaterally extend this deadline by e-mail.
 - a. All invoices must be submitted in a format that clearly shows how the budget control requirement is being met.
8. **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 such as 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. Performing Party shall maintain records subject to the terms of this Contract.

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- 9. Indirect Costs.** Performing Party's indirect costs will be reimbursed at the reimbursable rate entered 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). Performing Party must fund all unreimbursed indirect costs from other funds. It is the Performing Party's responsibility to ensure that unreimbursed indirect costs are not charged to other projects which do no benefit from them, and that it uses funding sources that may be properly used to fund its unreimbursed costs.

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Attachment B

Scope of Work

Facts/Purpose

1. The Texas Commission on Environmental Quality (TCEQ) has a need to contract for the service to operate and maintain a continuous, Whole Air monitoring network in the Fort Worth, Texas area.
2. In general, information about program operations, including but not limited to, the locations and numbers of sites, cities, etc., is "For Official Use Only" (FOUO), and Sensitive but Unclassified (SBU) information. The PERFORMING PARTY will protect such information in accordance with the U.S. Department of Homeland Security (DHS) Management Directive 11042.1 and the DHS Program Security Classification Guide (copies of both documents are attached). As such, the PERFORMING PARTY cannot publish reports or disseminate information about this program to persons without a need to know unless otherwise approved in writing by DHS or TCEQ Program Coordinator. Presentation content and a description of the measures to be taken to maintain confidentiality of the material must be approved in writing by DHS or TCEQ prior to its dissemination to persons not routinely associated with day-to-day operations.
3. The proposed work must be performed in compliance with all applicable federal and state statutes, regulations, executive orders, Office of Management and Budget (OMB) circulars, and the terms and conditions presented herein.
4. The proposed work must also be performed in accordance with currently applicable Standard Operating Procedures (SOP) developed by DHS (reference follows), TCEQ, and the respective instrument manufacturers. (*Ref: BioWatch Field Operations SOP-Version 6.0; Date Issued: June 15, 2018 and Annex A: Logistics; version 6.0; Date Issued June 15, 2018*), and the Memorandum of March 27 2019 concerning the STT 2.0 Deployment and SOP Changes . In the event of conflict in procedural instructions, instructions approved by DHS shall prevail.
5. Funds provided under this Contract may only be used for the purposes set forth and relating to the program described below and are contingent on continued federal funding.

TCEQ Responsibilities

1. Serves as liaison between the contract awardee and the Department of Homeland Security on matters of BioWatch field operations in the state of Texas. TCEQ Program Coordinator shall provide guidance on DHS directives, standard operating procedures, logistical annexes and contract/grant requirements.
2. BioWatch Program Coordinator serves as both Contract and Grant Manager for BioWatch program in the state of Texas. The program coordinator shall serve as the intermediary between the contract awardee and DHS providing guidance and directives on the Whole Air contract and grant.
3. Provides or facilitates the acquisition of DHS-authorized monitoring equipment, parts, supplies and consumables needed for operation, repair, and maintenance of all air monitoring equipment at all sites including replacement of unserviceable equipment.
4. Conducts assessments of operational collector sites, as deemed necessary by the program coordinator, ensuring site construction and configurations are in compliance with DHS guidelines and standards.
5. Upon request of the contract awardee or as deemed necessary the TCEQ:

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- a.) Provides subject matter expertise and manpower in support of siting, deploying and operating remote collectors during emergency response activities and/or special event surge operations.
 - b.) Provides BioWatch specific emergency response training to field operations team members. TCEQ may coordinate trainings with the DHS Jurisdictional Coordinator.
 - c.) Provides guidance and assistance in the construction of new collector sites and/or improvements of existing sites.
6. Conduct audit of contract when deemed necessary by TCEQ contract specialist. Prior notice of audit will be given.

PERFORMING PARTY Responsibilities

The PERFORMING PARTY shall provide:

1. The capacity to readily transfer sensitive information through a secure means such as the HSIN Portal, password-protected email and/or DHS designated system.
2. Competent personnel who must meet the following requirements:
Have successfully passed all background checks required for employment by the LFO hiring policies;
Based on Job function, have successfully completed the HSIN/STT registration and approval process per DHS requirements. If approval is not granted, then the LFO employee must be reassigned to a Job function without access to sensitive information within the BioWatch program.

Failure to comply with these personnel requirements may be considered a material failure to comply with the Contract Terms.

3. Communication device assigned to Local BioWatch Field Office (LFO) Manager (smart phones or equivalent), LFO Operator or designated personnel who is directly and routinely involved in field activities associated with management of the network so that after-hours communication capability is maintained.
4. Appropriate, readily-available vehicles for providing daily network operations and maintenance duties as well as timely and applicable after-hours activities associated with responding to an emergency action.
5. All minor equipment or supply components considered either durable (e.g., hinges, locks) or consumable/disposable (e.g., fuses, wiring, wipes, gloves) and normally available at a local hardware or electronics store. All purchases are subject to review. Single item purchases exceeding \$1,000 require prior TCEQ written (email) approval.
6. Training records must be kept and made available to TCEQ upon request.
7. Receiving reports must be kept for all items purchased with grant funds and must be made available upon request by TCEQ staff.

Qualifications and Experience

- 1.) Field operators shall have sufficient hands-on experience with the operation and maintenance of low-volume, ambient-air particulate sample collectors, as necessary to pass the LFO required proficiency evaluation listed above, deploy, operate, repair and maintain a 24hr/365 day a year biological air monitoring network.
- 2.) Field operators shall have knowledge of donning and doffing personnel protective equipment (gloves) and specified packaging, decontamination and chain of custody procedures of air samples for delivery to a designated BioWatch laboratory.
- 3.) Experience or knowledge of utilizing meteorological data in response planning for a release of an aerosolized biological agent release.

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- 4.) Experience or knowledge of conducting site/venue assessments for deployment of air monitoring equipment assessing for security, power and maximum air monitoring coverage.
- 5.) Field operators shall be familiar with the Incident Command System (ICS) and the National Incident Management System (NIMS). Official training in ICS (ICS 100 & ICS 200) and NIMS through FEMA Independent Study is preferred. Training certificates must be available upon request. <https://training.fema.gov/is/crslist.aspx?all=true>

Description and Schedule of Deliverables

All deliverables must be in accordance with currently applicable DHS guidelines and Standard Operating Procedures referenced in Article A.4., listed above, and any other guidance established by DHS, CDC (Centers for Disease Control and Prevention), DHS-designated national laboratories, or TCEQ, as applicable.

The PERFORMING PARTY shall provide:

1. Establish a LFO and appropriate manpower levels to perform collection of air-monitoring samples from all active collectors in the network, seven (7) days a week/365 days a year.
2. Deliver daily samples to the designated analytical laboratory no later than 09:00 am and no later than three (3) hours following the collection of any individual sample, unless otherwise approved by the Lead Laboratory Manager and BAC Chairperson in coordination with the TCEQ BioWatch Program Coordinator. If the 09:00am delivery time cannot be met, then the participating contractor must submit an exception report to the DHS HSIN Portal.
3. Perform daily collection operations and equipment maintenance/replacement as well as special event monitoring as directed by DHS and the local BioWatch Advisory Committee (BAC) in coordination with TCEQ Program Coordinator. Daily collections and maintenance shall be performed in accordance with DHS's BioWatch Field Operations Standards Operating Procedures (SOP) and BioWatch Field Logistics Annex A.
4. Perform equipment maintenance and document maintenance on the BioWatch Portal in accordance with DHS Field Operations SOP.
5. Lead Field Office shall establish and maintain a minimum 90-day supply of consumables (gloves, wipes, bags etc.) and portable sampling unit parts (O-rings, fuses, wiring harnesses, timers, etc.). Reasonable effort should be applied in acquiring all parts and consumables through DHS and/or TCEQ. All other approved supply chain mechanisms can be used if supply needs cannot be met through DHS and/or TCEQ. Parts and consumables requiring purchase through approved vendors (for example HiQ) shall be expensed to contract.
6. Utilize DHS Sample Tracking Tool (STT 2.0) in performing daily collections. Field operators shall follow DHS STT 2.0 protocols and employ DHS approved STT 2.0 software and hardware.
7. Perform special event indoor and outdoor monitoring to include but not limited to assessing venue for security, power and scientifically driven placement of air monitoring equipment. Deploy, operate and demobilize special event monitors. Coordinate and secure venue credentials for field operators for the special events and coordinate activities with local officials, TCEQ and DHS Jurisdictional Coordinator (JC). Costs associated with special-event monitoring are not reimbursable under this Contract without prior approval by TCEQ BioWatch Program Coordinator;
8. The LFO, using the DHS HSIN Portal and DHS Sample Tracking Tool (STT 2.0), shall maintain an accurate and current list of operational sites in the jurisdiction. The LFO shall also maintain a current and accurate list of air collectors deployed at each site and

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link the collectors to the sites using the HSIN portal. Removal and replacement of a collector/s at a site constitute an exception report on the HSIN portal. See Article 12 of the scope of work for exception reporting.

9. Participate in external audits of Field Operations. Audits of field operations are directed and arranged by DHS; and scheduled with the LFO in advance of the audit. The LFO shall comply with corrective actions resulting from the field audit and report on the status of compliance to the audit agency and DHS in coordination with TCEQ Program Coordinator.
10. Upon request, assist DHS, the BAC and/or TCEQ in the identification, improvement, or relocation of new or existing collector sites.
11. LFO shall provide one Field Operator to the BioWatch Advisory Committee during response activities. The Field Operator shall provide the BAC with information on the affected site, exceptions filed at the site and any observations at the site outside of normal operations. LFO shall be prepared to supply the BAC with additional air sampling units during a response and coordinate surge/response activities with the TCEQ Program Coordinator.
12. Exception Reporting: LFO shall report any significant exceptions to the normal sample-collection routine by utilizing the DHS Sample Tracking Tool (STT 2.0) process. Report notification must be made as soon as possible and no later than 3:00 pm on the day of discovery. Exceptions to normal operations include, but are not limited to:
 - a. Collector failures or downtimes regardless of duration;Site start-up or closure (whether seasonal, permanent, planned or unexpected);
Collector relocations because of continual flooding, construction, or other circumstances must receive prior approval. Site relocations, whether planned or emergent, will be coordinated through DHS, in coordination with TCEQ BioWatch Coordinator, with final approval residing with DHS.
Any breach of security including tampering, break-in, theft, defacement, or other suspicious activity;
Failure to meet sample delivery time (09:00am) or exception that will affect the daily routine of the lab (See Article E.2);
Any deviation from normal operations or to the approved and currently applicable SOP;
or,
Any changes in personnel whereby a person will be given access to sensitive program information or whose existing access is being eliminated or limited.
13. Provide a minimum of one (1) representative from the jurisdiction's LFO to participate in the annual national workshop or statewide meeting.
14. The LFO shall provide initial, recurring or refresher training to Field Operators in accordance with DHS Field Operations Logistics Annex A, appendix C. The LFO shall identify trainers and maintain records that indicate type and date of training. Retention of training records will be in accordance with Table 10-2 of the Logistics Annex A.
15. Assist TCEQ, DHS JC, and local BioWatch Advisory Committee with post detection Just-In-Time training for first responders. This training includes, but not limited to site access, site specific details, sample collection, documentation and chain of custody.
16. DHS HSIN Portal and DHS Sample Tracking Tool (STT 2.0). The LFO shall populate and update the lists and data points described in *BioWatch Field Operations SOP-Version 6.0; Date Issued: June 15, 2018 and Annex A: Logistics; version 6.0; Date Issued June 15, 2018*, and the Memorandum of March 27 2019 concerning the STT 2.0 Deployment and SOP Changes. This includes the following:
 - a. Field Personnel;

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Site List;
Special Event Site List;
Exception Reports;
Maintenance Logs;
Routes

17. Establish and maintain an equipment inventory. Awardee shall submit an annual inventory list to TCEQ by 1 August of each year or as requested to the TCEQ contract specialist.
 - a. The inventory shall include a list of any equipment purchased and/or provided by DHS or TCEQ having a cost of \$5,000 or more per unit. The inventory shall include a description of the item, serial number, DHS or TCEQ inventory number (as applicable) and purchase amount. See Article 6(e) of the Special Terms and Conditions.
 - b. The inventory must include a separate list of all durable equipment including air-samplers/collectors, hand-held measurement devices, or other durable items purchased by Performing Party utilized in performing the Scope of Work regardless of the source of funding.
18. Maintain a level of inter-governmental exchange and situational awareness through substantial participation in local BioWatch Advisory Council meetings and routinely schedule conference calls between the Lead Field Office and TCEQ as well as LFO and DHS. The LFO shall participate in local planning and training activities including, but not limited to, attendance at local program-related meetings; participation in local and regional exercises; maintaining routine communications with TCEQ; assist TCEQ, upon request, with meeting local and statewide response-planning objectives including collaboration with other program jurisdictions to provide equipment and/or personnel support, and as requested or necessitated by unforeseen events.

Invoicing

1. Unless otherwise directed by TCEQ or DHS; PERFORMING PARTY must submit invoices to the TCEQ Contract Specialist monthly and invoices, including the final invoice for any contract or renewal period, must be submitted within 30 days after the end of each month.
2. The final invoice for any contract or renewal period must be conspicuously marked FINAL.
3. All Invoices must be accompanied by a detailed breakdown of expenditures including, but not limited to:
 - a. Personnel time billed to the contract by name, position, and cost;
 - a. Level of Effort Certifications;
 - a. Fringe Benefits;
 - b. Indirect Costs;
 - c. Vehicle Miles - broken down per vehicle, per month;
 - d. Vehicle maintenance (only actual work performed);
 - e. Fuel Costs;
 - f. Travel outside of the normal work routine, including mileage/transportation, lodging, meals (including pre-approved travel costs related to training);
 - g. Equipment (including pre-approved vehicle purchases);
 - h. Supplies; and,
 - i. Other relevant expenses (e.g. electric, maintenance costs, etc.).
4. All expenses for which reimbursement will be sought under this contract must be 100%-related to program, actual incurred costs or otherwise apportioned according to

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the percent of the expense that is specifically related to this Scope of Work. If a reimbursable expense charged to this Contract benefits additional projects or activities, the expense must be allocated to the projects based on the proportional benefit to each and Awardee must provide documentation supporting the allocation of the expense, not to exceed 100%.

Acceptance Criteria

If, during any quarter, a 95% efficiency in filter delivery rate to the laboratory is not met (excluding missed deliveries due to acts of God), TCEQ may take actions consistent with Section 7 of the General Terms and Conditions.

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Attachment C

Special Terms and Conditions

These conditions add to, or in the case of conflicts, supersede and take precedence over the general conditions set forth in this Contract.

1. The Contract period shall be in effect from Contract execution through August 31, 2019. By mutual written agreement of the parties, the Contract may be renewed for three (3) additional periods of up to one (1) year each.
2. Any information provided to, gathered or produced by the PERFORMING PARTY in connection with providing services under this Contract constitutes confidential information under Texas Government Code 418.176-77 and 418.181, and the PERFORMING PARTY shall not release such information without prior written authorization of TCEQ. Confidential information includes, but is not limited to, the areas covered, the number of areas covered, the total number of monitors, the numbers of monitors in any given area, the specific location of monitors, the types of monitors, the identity of employees involved in the project, and the nature of the parameters monitored.

3. Force Majeure.

If either party is delayed in carrying out its obligations due to acts of God, disease, epidemic, labor stoppages, or other similar irresistible forces, the delayed Party shall give notice and full particulars of such delay, supported by sufficient evidence, in writing, to the other Party within a reasonable time after occurrence of the delay. The time of performance by the delayed Party shall be extended for such a period of time as is reasonably necessary to remedy the effects thereof. Force majeure does not include ordinary delays that are common to the industry or location. Force majeure does not include an event of the sort that this network is designed to detect.

4. E-Verify.

Performing Party must use the U.S. Department of Homeland Security's EVerify system to determine the eligibility of (1) All persons employed during the Contract term to perform duties within Texas; and (2) All persons (including subcontractors) assigned by the contractor to perform Work pursuant to the Contract.

5. Equipment.

- a. Subject to the obligations and conditions set forth in this Contract, title to all equipment acquired under this Contract shall vest, upon acquisition or construction, in the PERFORMING PARTY.
- b. PERFORMING PARTY agrees to conduct physical property inventories, to maintain property records and necessary control procedures, and to provide adequate maintenance with respect to all equipment acquired under this Contract.

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- c. PERFORMING PARTY may develop and use its own property management system which must conform to all applicable state and local laws, rules and regulations. If an adequate system for accounting for personal property owned by the PERFORMING PARTY or its subcontractor is not in place or currently in use, the Property Accounting System Manual issued by the State of Texas Comptroller of Public Accounts shall be used as a guide for establishing such a system.
- d. Property records must be maintained to include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, and the cost of the property, percentage of federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
- e. A physical inventory of all equipment acquired or replaced under this Contract having an initial purchase price of Five Thousand Dollars (\$5,000) or more shall be conducted annually and the results of such inventories shall be reconciled with the appropriate property records. Property control procedures utilized by the PERFORMING PARTY shall include adequate safeguards to prevent loss, damage, or theft of the acquired property. Any loss, damage or theft shall be investigated. The PERFORMING PARTY agrees to develop and carry out a program of property maintenance as necessary, to keep both originally acquired and any replaced property in good condition, and to utilize proper sales procedures to ensure the highest possible return. In the event such equipment is sold, the TCEQ must be notified in advance of the sale.
- f. All equipment acquired or replaced under this Contract shall be used for the duration of its normally expected useful life to support the purposes of this Contract whether or not the original projects or programs continue to be supported by federal or state funds.
- g. Subject to the provisions of this Article, if no longer needed for the support of the authorized projects or programs referred to in the Scope of Work, equipment acquired under this Contract, whether original or replacement, may be used in support of other activities currently or previously supported by TCEQ or the Federal Government, or alternatively, may be made available for use on other projects or programs, providing such other use will not interfere with the work on those projects or programs for which such equipment was originally acquired.
- h. PERFORMING PARTY may, for the purpose of replacing various equipment utilized under this Contract, either trade or sell the equipment and use the proceeds of such trade or sale to offset the cost of acquiring needed replacement property.
- i. Items of equipment with a current per unit fair market value of less than One Thousand Dollars (\$1,000) may be retained, sold or otherwise disposed of with no further obligation to the awarding agency. Methods used to determine per unit fair market value must be documented, kept on file and made available to the awarding agency upon request.

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- j. If prior to the termination date of this Contract, the PERFORMING PARTY or its subcontractors or sub-grantees determine that any equipment acquired with funds provided as a result of this Contract is no longer needed for support of the programs or projects referred to in the Scope of Work, TCEQ may require the PERFORMING PARTY to transfer title and possession to such equipment to TCEQ or a third party named by TCEQ.
 - k. The PERFORMING PARTY agrees that if a determination is made within six (6) years of the initiation date of this Contract, that any equipment acquired with funds provided as a result of this Contract is no longer needed for support of the programs or projects referred to in the Scope of Work, TCEQ has a right to require the transfer of any equipment having a fair market, per unit value of more than Five Thousand Dollars (\$5,000) to TCEQ or a third party named by TCEQ.
6. **Administrative and Cost Principles.** Performing Party agrees that the administrative and cost principles found in 2 CFR 200 apply to this agreement
7. **Level of Effort Certification (LEC).** Performing Party must complete Level of Effort Certification (LEC) for salaried employees performing work under this Contract. LEC must be completed monthly and LEC(s) must be submitted with each invoice. Performing Party may develop and use its own LEC method, which must be reviewed and approved by TCEQ prior to implementation or use the TCEQ provided template (Attachment B). The LEC must:
- a. Reflect an after-the-fact distribution of the actual activity of each employee;
 - b. Account for the total activity for which each employee is compensated, including activities not performed on behalf of TCEQ;
 - c. Be prepared at least monthly and must coincide with one or more pay periods; and
 - d. Be signed by the employee and the supervisory official having first-hand knowledge of the work performed by the employee. The employee's signature is not required in the event the employee cannot be reached due to termination of employment, lack of forwarding address, death or other documented reason.
8. **Meal and Lodging Expenses.**

Travel costs 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.

- a. PERFORMING PARTY may be reimbursed for meal and/or lodging expenses that are incurred on a day that PERFORMING PARTY performs work related to this Contract. The reimbursement is limited to the rates set forth in the current General Appropriations Act. The reimbursement limit applies without a carry-over from one day to another.
- b. Reimbursement for meals and lodging must be supported by receipts. Failure to provide supporting documentation may result in the denial of a request for reimbursement.

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- c. Meal and lodging expenses incurred at a duty point the night before state business begins are reimbursable.
- d. Meal and lodging expenses incurred more than one night before state business begins are not reimbursable unless traveling to the duty point reasonably requires more than one day or the expenses are incurred to qualify for a discount airfare.