



ASSOCIATION OF
CENTRAL OKLAHOMA
GOVERNMENTS



REGIONAL AIR QUALITY PLAN



**REQUEST FOR
PROPOSALS**

**ISSUED: 3/7/2023
DUE DATE: 4/7/2023**

2023

Association of Central Oklahoma Governments
4205 N. Lincoln Blvd. | Oklahoma City, OK 73105 | 405.234.2264 | acogok.org

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REQUEST FOR PROPOSALS (RFP) FOR REGIONAL AIR QUALITY PLAN

RAQP 2023 RFP # 2023-01

Date: March 7, 2022

The Request for Proposal is part of a competitive procurement process which will facilitate a fair opportunity for qualified firms to offer their plans and services for consideration. The process of competitive negotiation being used should not be confused with competitive sealed bidding where goods and services can be precisely described, and price is generally the determination factor. The competitive Request for Proposal will provide the Association of Central Oklahoma Governments (ACOG) the flexibility to negotiate with firms to arrive at a mutually agreeable relationship, where price alone is not the major determination factor; however, price will be a priority factor.

SECTION 1: PURPOSE

- 1.1 ACOG seeks proposals from qualified and experienced firms to collect, produce, and analyze information to create a Regional Air Quality Plan for Central Oklahoma.
- 1.2 The plan details are in section 9.2. The Regional Air Quality Plan will inform the ACOG Board, ACOG staff, and external stakeholders of potential strategies for air quality improvement.
- 1.3 A Regional Air Quality Plan is needed to provide a roadmap of how Central Oklahoma can remain in-attainment with the National Ambient Air Quality Standards (NAAQS).

SECTION 2: AWARD

- 2.1 ACOG reserves the right to award this contract, not necessarily to the firm with the lowest cost, but to the firm that best meets the requirements and needs of ACOG as determined by the request for proposal submissions.
- 2.2 Upon submission of the responses to this RFP, ACOG will evaluate the responses of the firms. ACOG may conduct interviews with the finalists. The final evaluation and selection of a contractor will be made by ACOG and submitted to ACOG's board for final approval.
- 2.3 All unsuccessful proposals will be notified in writing via email.

SECTION 3: RFP SUBMITTAL

- 3.1 All proposals must be emailed to ACOG before the final closing date and hour on **April 7, 2023, by 4:00 P.M. CST**. Proposals submitted after the time set for receipt of proposals will **not** be considered. An electronic copy of the response shall arrive no later than the closing date and time to the following email address:

Email: epollard@acogok.org

Phone: (405) 234-2264

- 3.2 Facsimile proposals will not be accepted.
- 3.3 The proposals shall be in the specific format prescribed herein. Proposals may contain promotional or display materials pertinent to displaying the quality of print publication to be expected, and all material shall pertain to the requirements set forth in this

document. Proposals shall be straightforward, providing a concise description of the respondent's ability to meet the requirements of this RFP. Emphasis should be on completeness and clarity of intent. Submitted proposals are subject to release under the Oklahoma Open Records Act.

3.4 Failure to provide required data to allow for evaluation, failure to complete the RFP form(s), or failure to follow all directions within this RFP may be grounds for rejecting the proposal.

3.5 Inquiries: Inquiries should be submitted by email to Eric Pollard, Air Quality and Clean Cities Manager, at epollard@acogok.org.

3.6 Responses: Responses to written questions will be posted to the ACOG website at: <http://www.acogok.org/about/solicitations/>. Only replies by formal written addenda (amendments) shall be binding.

3.7 Schedule of Events:

Proposal Issued	3/7/2023
Inquiries Due	3/15/2023 – 5:00 p.m. CST
Proposal(s) Due	4/7/2023 – 4:00 p.m. CST
Evaluation Completed	4/20/2023 - Approximate
Anticipated Date of Award	4/27/2023 - Approximate
Negotiated and Execute Contract	4/28/2023 – 5/12/2023
Project Initiated	5/15/2023

SECTION 4: INSURANCE OR OTHER REQUIRED DOCUMENTS (IF REQUIRED)

4.1 Permits: The contractor shall procure all necessary permits and pay for same and shall obtain all official licenses for the work necessary. The contractor shall be responsible for all violations of the law for any cause in connection with the work caused by the contractor.

4.2 Insurance: The contractor will be responsible for all required insurance of property owned or services provided by the contractor.

4.2.1 Comprehensive General and/or Public Liability with a minimum of \$1,000,000.00 Bodily injury and Property damage, combined single limit.

4.2.2 Automobile Insurance with a minimum \$1,000,000.00 per accident Bodily injury and Property damage, combined single limit.

SECTION 5: TERMS & CONDITIONS

- 5.1** Terms and conditions below will govern the submission and evaluation of proposals and the award. Respondents are requested to carefully review the following (5.2-5.13).
- 5.2 Award Status:** After the award of the winning bid, ACOG will negotiate and execute a legal and binding contract.
- 5.3 Contract Format/Requirements:** The resulting acceptance will incorporate this Request for Proposal. All additional agreement(s) and stipulations and the results of any final negotiations will be incorporated. Due to the nature of this request and number of participating agencies, this may result in multiple contracts.
- 5.4 Contract Modification:** All modifications and/or changes to the contract must be agreed to in writing by both parties prior to executing any change.
- 5.5 Contract Termination:** ACOG may terminate any resulting contract for cause by providing a Show Cause Letter to the contractor citing the instances of noncompliance with the contract. The terms of the contract between the contractor and agency shall control the terms.
 - 5.5.1** If the noncompliance is not cured within 30 days, the participating agencies of ACOG may terminate the contract.
 - 5.5.2** ACOG reserves the right to terminate the contract for convenience upon sixty (60) day written notice.
 - 5.5.3** Project is contingent upon availability of Federal funding FY 2023 and FY 2024.
- 5.6 Conflict of Interest:** In the event there is a potential or actual conflict of interest, the respondent(s) shall provide full disclosure to ACOG. ACOG shall determine if the conflict, whether potential or actual, is material. ACOG has the right to determine if there is a conflict and reserves the right to disqualify the respondent if the conflict is material.
- 5.7 Contractor Liability:** The contractor shall hold ACOG harmless and shall be liable in the event of injury to agency personnel or damage or loss of their property caused by the contractor's equipment, personnel, supplies, or material furnished. ACOG will not be liable for loss or damage caused by fires, lightning, sprinkler leakage, earthquake, severe weather, smoke and smudge, aircraft or motor vehicle damage, strikes, riots and civil disturbance, or collapse of building or structures, etc. ACOG and its personnel shall not be liable for any loss of or damage to contractor property unless due to their fault or negligence.

- 5.8 Resolution of Controversies:** An unsuccessful contractor may protest the procurement process by following the procedure specified in Article V of the ACOG Procurement Policy, available on the ACOG website at: <https://www.acogok.org/wp-content/uploads/2020/10/ACOG-Procurement-Policy.pdf>.
- 5.9 Liens:** The contractor shall keep ACOG free and clear from all liens asserted by any person or firm for any reason arising out of the furnishing of services or materials by or to the contractor.
- 5.10 Indemnification:** The contractor shall indemnify and hold ACOG harmless from all claims and related expenses arising out of the contractor's performance or failure of performance under the resulting contract.
- 5.11 Public Access to Procurement Information:** Procurement information shall be a public record to the extent provided by the Oklahoma Open Records Act, as applicable, and shall be available to the public as provided therein. If a proposal contains information that the bidder considers proprietary and does not want disclosed to the public or used for any purpose other than the evaluation of the offer, all such information must be indicated and clearly marked on each page of the proprietary or confidential document(s).
- The information submitted during a procurement process is protected from disclosure until a contract is awarded. All proposals are open for public inspection after the contract is awarded, but proprietary and confidential information in the proposals is not open for public inspection.
- 5.12 Choice of Law and Venue:** The resulting contract shall be construed under the laws of the State of Oklahoma and venue in any action and/or litigation commenced to enforce the contract shall be instituted in the appropriate courts in Canadian, Cleveland, Grady, Logan, McClain, or Oklahoma County in the State of Oklahoma.
- 5.13 Federal, State, and Local Laws and Regulations:** The contractor will comply with all laws and regulations, including taxes, licenses, and permits.

SECTION 6: RFP STATUS

6.1 ACOG Rights:

- 6.1.1** ACOG reserves the right to determine whether a proposal is responsive and has the ability and resources to perform the contract in full and comply with the specifications.
- 6.1.2** ACOG reserves the right to reject proposals that incorporate counter proposals and conditions in the form of vendor's pre-printed clauses.
- 6.1.3** ACOG reserves the right to accept or reject all or part of any proposal, waive informalities, minor irregularities, or substitute items as desired if deemed in the best interest of ACOG, therefore selecting the optimum proposal or issue a new RFP.
- 6.1.4** ACOG reserves the right to reject proposals when procedures stated within are not followed.

- 6.1.5** Should the proposal include any work of a subcontract nature, ACOG reserves the right to approve or disapprove the engagement or use of the subcontractor as it relates to services provided to ACOG as described in this RFP. ACOG reserves the right to reject any subcontractor.
- 6.1.6** ACOG reserves the right to negotiate separately if deemed necessary.
- 6.2 Effective Period:** Proposals submitted must remain in effect for a period of ninety (90) days after the closing date. An award will be signed and issued within that time or at a negotiated later date.
- 6.3 Withdrawal of Proposals:** Unless a Proposal contains a material mistake, it may not be withdrawn or canceled by the bidder/offeror, without the written permission of ACOG, for a period of 90 days following the date designated for the receipt of proposals. The bidder/offeror so agrees upon submittal of the proposal/offer.
- 6.4 Examinations:** Before submitting a proposal, contractor shall thoroughly examine the RFP, as well as location, and otherwise be fully informed as to all existing conditions and limitations.
- 6.5 Modifications of RFP:** Oral modifications will not be considered. Proposals may not be altered or amended after the submission deadline. However, before a proposal is opened, ACOG may waive a non-material omission or error if the omission or error: (a) relates to a matter of form, not substance; (b) has merely a negligible effect on price, quantity, delivery, or other contractual conditions; and (c) does not otherwise prejudice the other bidders/offerors. Any respondent may modify his/her proposal in writing prior to the date and time of RFP closing. Only modifications received in sealed envelopes with the RFP number, closing date, and the project name clearly marked on the outside will be accepted. Written confirmation of the modification must be received under the same signature as the prior submitted proposal. All modifications are to be clearly numbered and dated as to determine the final one.
- 6.6 Sales Tax Exemption:** All proposals must be submitted exclusive of Federal Excise Tax and Oklahoma State Tax. ACOG is exempt from Federal Excise Tax and Oklahoma State Tax. When proof of a tax exemption status is required, a notation should be made in the proposal and an Exemption Letter shall be furnished.
- 6.7 Clarification:** ACOG reserves the right to request clarification of information submitted and to request additional information from any or all the respondents.

SECTION 7: EXCEPTIONS, OMISSIONS, AND ALTERNATIVES

- 7.1 Exceptions:** If any exceptions are taken to any portion of the RFP, the respondent must clearly indicate the exceptions taken and include a full explanation as a separate attachment to the proposal. The failure to identify exceptions or proposed changes with a full explanation will constitute acceptance by the Respondent of the RFP as proposed by ACOG.
- 7.2 Omissions:** Add descriptions of any possible omissions from the RFP.
- 7.3 Alternatives:** Provide descriptions of any alternative or optional functionality that the respondent deems advantageous or beneficial to ACOG.

SECTION 8: PROPOSAL FORMAT AND CONTENTS

8.1 Contents: All proposals shall include the following information at a minimum (total pages to not exceed 25 pages)

1. Cover Letter
2. Project Overview
3. Project Approach
4. Management Proposal
5. Coordination with ACOG
6. Overview of proposed schedule
7. Project tracking and reporting
8. Staffing
9. Resolution of Source Anomalies
10. Exceptions to the RFP
11. Additional Pertinent Information
12. Fee Proposal

8.2 Cover Letter: The Cover Letter shall identify the project manager and any persons in the respondent's organization who will respond to questions or additional requests by the participating members of ACOG.

8.3 Project Overview: The Project Overview should highlight the major features of the Respondent's company and proposal. It should also include information about the firm and any proposed subcontractors. A summary of the project approach should be presented in this section.

8.4 Project Approach: This section is intended to be the core of the proposal and should demonstrate the respondent's knowledge of the data conversion/update process. This section shall clearly show the respondent understands the scope of work (9.2). A detailed explanation of the process methodology to be used on this project shall be thoroughly defined.

8.4.1 Respondents shall develop and present in their proposals a technical plan of operations for providing regional private sector company emissions reductions review, transportation sector emissions reductions, policy and funding opportunity recommendations, equity and environmental justice as well as action and implementation items. Scope of Work section (9.2) will provide details of each area of work requested. The respondent's proposed plan shall clearly demonstrate a complete understanding of the project.

8.4.2 The technical plan of operations shall detail the methodology, equipment, and proposed techniques to be used to capture necessary data to complete objectives. The plan shall detail the sequence of operations to be performed for the entire project, emphasizing steps taken to ensure meeting quality and accuracy standards. It shall also clearly indicate any additional information pertinent to this project.

8.4.3 All proposed equipment to be used by the respondent shall be specified. The contractor is required to deliver products in a format as stated in the specifications and appendices in this RFP.

8.5 Management Proposal: This section should include available resources for completing this project, as well as an anticipated project schedule. Include relevant experience of the company and project team. This should include, at a minimum, three comparable customer references. The same information and relevant experience should be included for subcontractors of the respondent.

The Management Proposal shall include at a minimum the respondent's description of how they propose to satisfy the following requirements (8.6-8.13):

8.6 Coordination with ACOG: Communication between ACOG staff and the contractor is critical. A designated staff person from ACOG will be responsible for the coordination of each agency with the vendor for the duration of the contract. The respondents shall indicate how they will arrange and monitor communication and document ensuing decisions and resolutions. A description shall be provided of the proposed questions and resolution procedures to be used for this project.

8.7 Overview of Proposed Schedule: Indicate the schedule for completing the deliverables indicated in the RFP. ACOG reserves the right to negotiate a different schedule from that proposed.

8.8 Project Tracking and Reporting: The Contractor shall maintain procedures throughout the project for tracking and reporting progress in the data conversion and update process.

8.9 Staffing: The respondent will identify the essential staff resources assigned to this project and will provide their resumes. Essential staff includes at a minimum the project manager and the quality assurance specialist assigned to this project. The respondent shall indicate the role of these individuals in this project and what percent of their overall time this project shall represent. ACOG reserves the right to approve any reassignment of these essential staff resources.

8.10 Resolution of Source Anomalies: It is anticipated that inconsistencies and anomalies between source materials and specifications will occur. It shall be the responsibility of the contractor to bring such issues to the attention of each of the participating designated project managers. The contractor and ACOG shall work together to resolve issues and problems that arise. Techniques for communicating such problems to the project manager for each participating agency shall be addressed in the respondent's proposal. Procedures and guidelines for the resolution of problems shall be included in the proposal, with procedures being formalized during the project initiation phase and reviewed and modified as necessary during the project.

8.11 Exceptions to the RFP: List any exceptions to the RFP. Elaborate on the reasons for the exceptions and proposed alternatives.

8.12 Additional Pertinent Information: Add descriptions of any possible omissions from the RFP.

- 8.13 Fee Proposal:** The RAQP 2023 is seeking firm fixed prices for the performance and delivery of the Regional Air Quality Plan Sections. Refer to the Section 9.2 for detailed information on deliverables. Section 9 of the RFP contains specifications that apply to all data collected as a part of this project. Forms that must be completed include the cost worksheet in Section 10 of the RFP and Appendices A, B, and C.

SECTION 9: SPECIFICATIONS

- 9.1 Project Background:** Since its creation, ACOG's regional planning efforts have included prioritizing Central Oklahoma's air quality. Since the establishment of comprehensive federal and state emission regulations by the 1970 Clean Air Act, research has continued to demonstrate the deep relationship between public health and air quality.

While ACOG is not a regulatory body and has no enforcement capabilities, it does work to ensure compliance with the Environmental Protection Agency's (EPA) National Ambient Air Quality Standards (NAAQS) [through a variety of programs](#) which serve to educate and affect the public's capacity to work towards improved air quality in Central Oklahoma.

Ground-level ozone (O³) concentrations in and around the Oklahoma City area have been high enough in recent years that the region runs a significant risk of violating federal air quality standards (NAAQS) and being designated Nonattainment. Particulate matter (PM) pollution is also becoming more of a concern.

ACOG has long participated in voluntary EPA programs focused on helping attainment areas maintain their NAAQS for ozone. The current program was established in 2012 and is known as EPA Advance. ACOG develops an Advance plan that documents voluntary emissions reductions programs and projects. [EPA Advance](#) helps establish a baseline of emissions reductions efforts for the region.

ACOG also serves as the Metropolitan Planning Organization (MPO) for the Oklahoma City transportation management area, providing a multi-government, multi-agency body for carrying out a continuing, coordinated, comprehensive program of multimodal transportation system planning.

Through its role as the MPO, ACOG outlines air quality improvement goals and strategies in [Encompass 2045](#) – Central Oklahoma's Metropolitan Transportation Plan (MTP) which functions as a long-range plan for maintaining and improving the current transportation system in the region and identifies priority transportation projects and investments, as well as in the [Unified Planning Work Program \(UPWP\)](#) which serves as a basis for requesting federal planning funds from the U.S. Department of Transportation and contains tasks for meeting regional transportation goals.

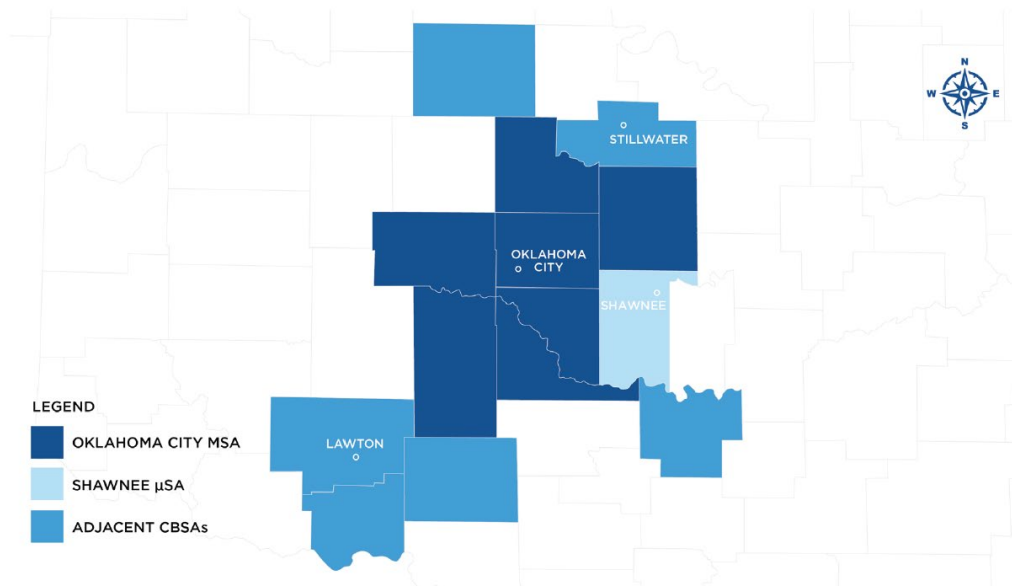
The recently published ACOG [Cost of Nonattainment Study](#) (CNA) for the Oklahoma City Area explores the potential economic and transportation impacts of an EPA Ozone Nonattainment designation and prepares the region for the regulatory and economic costs (\$9-15 billion) associated with a Nonattainment designation.

In conclusion, the EPA Advance submissions for ACOG establish a baseline of current emissions reductions efforts, the ACOG CNA Study for the Oklahoma City Area established a cost to the region if those efforts fail in maintaining the NAAQS for ozone, and a Regional Air Quality Plan is needed to provide a roadmap of how Central Oklahoma can remain in-attainment with the NAAQS.

9.2 Study Area: ACOG is proposing the eight-county Oklahoma City-Shawnee Combined Statistical Area (CSA), as defined by the Office of Management and Budget (OMB). The CSA area consists of two adjacent Core-Based Statistical Areas (CBSAs):

1. **The Oklahoma City Metropolitan Statistical Area (MSA):** Canadian, Cleveland, Grady, Lincoln, Logan, McClain, and Oklahoma Counties
2. **The Shawnee Micropolitan Statistical Area (QSA):** Pottawatomie County (Refer to Figure 3 below.)

Figure 3. Oklahoma City MSA, Shawnee μSA, and Other Adjacent CBSAs



9.3 SCOPE OF WORK:

9.3.1 AIR QUALITY STATUS

- The ACOG Regional Air Quality Plan shall provide information on Central Oklahoma's current NAAQS compliance
- Overview of the region and state monitoring network, exploration of need for community monitoring
- Emissions inventories overview – National Emissions Inventory (NEI), Department of Environmental Quality (DEQ) Reported Emissions & DEQ Mobile vs. Point Source Emissions Analysis

9.3.2 ACOG, ACOG MEMBER GOVERNMENT, AND OTHER REGIONAL PLANNING ORGANIZATION STUDIES & PLANS

- Review of ACOG plans and reports (CNA Study, Encompass 2045 Plan, Unified Planning Work Program (UPWP), Congestion Mitigation Plan, Comprehensive Economic Development Strategy (CEDS), and others as needed) that support a Regional Air Quality Plan.
- City of Oklahoma City's adaptokc (Sustainability Plan)
- Other member government sustainability, environmental, energy, GHG inventories, and/or natural resource planning documents

- Other regional planning organization regional air quality planning documents

9.3.3 REGIONAL PRIVATE SECTOR COMPANY EMISSIONS REDUCTIONS REVIEW

- A literature review shall encompass information on companies with operations in Central Oklahoma commitments to emissions reductions including information provided in sustainability plans, investor reports, and other ESG related documentation)
- An overview of federal and state laws that apply to emissions reductions or NAAQS compliance for emitters
- Surveys and one-on-one interviews with top emitters on emissions reductions commitments

9.3.4 TRANSPORTATION SECTOR EMISSIONS REDUCTIONS

- A section of the plan shall include an analysis of transportations emissions reductions plans and potential action items including:
- Impacts of the Regional Transportation Authority (RTA) of Central Oklahoma plans for light rail and added bus rapid transit (BRT) systems
- Transportation electrification trends - EV adoption estimates, EV charging needs assessments, recommendations for EV-ready communities and building codes
- Active transportation
- Population, land use, density, and remote work impacts

9.3.5 POLICY & FUNDING OPPORTUNITY RECOMMENDATIONS

- A literature review of local, state, utility policies and incentives related to but not restricted to: EV incentives and rebates, diesel replacement, transit, renewable energy, energy codes, ozone alert day actions
- Review of FHWA Carbon Reduction Strategy and greenhouse gas (GHG) target impacts on ACOG transportation planning

9.3.6 EQUITY & ENVIRONMENTAL JUSTICE

- Review of federal, state, and regional equity action plans and environmental justice laws, rules, ordinances, and policies

9.3.7 ACTION AND IMPLEMENTATION ITEMS

- Develop a prioritized list of action and implementation items organized by project type, assigned roles for potential participating parties, implementation timelines, and performance metrics
- Develop an 'Air Quality Action Toolbox' for ACOG member governments and private sector businesses outlining emissions reductions strategies, as well as policy and procedure suggestions, for actions on Ozone and Particulate Matter Alert Days
- Develop a list of baseline data items to be used as performance measures, including but not limited to, public health data, air quality monitoring data, and emissions inventories – exploration of specific emissions metrics of various projects.

SECTION 10: COST PROPOSAL FORMS

- 10.1** ACOG is seeking firm fixed prices for the development of a Regional Air Quality Plan. Prices shall cover all necessary work, materials, supplies, data preparation, entry, translation, and quality control, etc. reproduction, travel, and other direct and indirect costs should also be included.

It is the responsibility of the Respondent to verify any count information used in estimating the cost of conversion. These estimates are based on the most current information available.

The following firm fixed cost worksheet should be filled out as a minimum. Cost proposals should include pricing and an estimated completion date prior to April 27, 2024 for each item. The worksheet must be accompanied by the non-collusion affidavits found in Appendix F: Forms.

10.2 Firm Fixed Unit Costs by Scope of Work Section in Development of Final Plan Document:

10.2.1	AIR QUALITY STATUS	_____
10.2.2	ORGANIZATION STUDIES & PLANS	_____
10.2.3	PRIVATE SECTOR EMISSIONS REDUCTIONS REVIEW	_____
10.2.4	TRANSPORTATION SECTOR EMISSIONS REDUCTIONS	_____
10.2.5	POLICY & FUNDING OPPORTUNITY RECOMMENDATIONS	_____
10.2.6	EQUITY & ENVIRONMENTAL JUSTICE	_____
10.2.7	ACTION AND IMPLEMENTATION ITEMS	_____

- 10.3** Any Additional Admin/Travel Cost _____

ATTACHMENT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

This Certification is required by the regulation implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The Regulations are published as Part II of the June 1985, Federal Register (pages 33, 036-33, 043)

Read instructions below prior to completing this certification.

- The prospective proposer certifies, by submission of this proposal that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any Federal department or agency.
- Where the prospective proposer is unable to certify to any of the statements in this certification, such prospective proposer shall attach an explanation to this proposal.

Signed - Authorized Representative

Date

Title of Authorized Representative

Instructions for Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion:

By signing and submitting this agreement, the proposer is providing the certification as set below.

The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

ATTACHMENT B

CERTIFICATION REGARDING LOBBYING

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

- No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person influencing or attempting to influence an officer or employee of a federal agency, 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.
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for attempting to influence an officer or employee of any federal agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal or Federally assisted 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.
- The undersigned shall require that the language of this certification be included in the award documents of all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 32, US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(Name of Entity)

(Name and Title of Authorized Official)

(Signature of above Official)

(Date)

ATTACHMENT C

CONFLICT OF INTEREST QUESTIONNAIRE

A conflict of interest form must be completed and is available at:
<https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>