



ASSOCIATION OF
CENTRAL OKLAHOMA
GOVERNMENTS



REQUEST FOR PROPOSALS



CONGESTION MANAGEMENT PROCESS

ISSUED: 9/6/2024
DUE DATE: 10/6/2024

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REQUEST FOR PROPOSALS (RFP) FOR CONGESTION MANAGEMENT PROCESS

CMP 2024 RFP # 2024-01

Date: September 9, 2024

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 Congestion Management Process (CMP) for Central Oklahoma.
- 1.2 The plan details are located in Section 9. The Congestion Management Process will inform the ACOG Board, ACOG staff, and external stakeholders of potential strategies for mitigating regional congestion.
- 1.3 The total budgeted amount for this project is not to exceed \$250,000 in FY 2025. The initial period of performance is anticipated to be 12 months, with the possibility of extension.

Both the project budget and period of performance are subject to change based on the availability of funds or other unforeseen events. The consultant should view this budget as the maximum amount available and the work plan should be formulated within this limit.

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 the contractor will be made by ACOG and submitted to the ACOG Board of Directors 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 **October 9, 2024, at 4:00 P.M. CDT**. 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: transportation@acogok.org

- 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 Jennifer Sebesta, Transportation Planning Services (TPS) Division Manager, at jsebesta@acogok.org.
- 3.6 **Responses:** Responses to written questions will be posted to the ACOG website at: <https://www.acogok.org/rfps/>. Only replies by formal written addenda (amendments) shall be binding.
- 3.7 **Schedule of Events:**

Proposal Issued	9/9/2024
Inquiries Due	9/23/2024 - 4:00 P.M. CDT
Proposal(s) Due	10/9/2024 - 4:00 P.M. CDT
Evaluation Completed	10/21/2024 - Approximate
Anticipated Date of Award	10/24/2024 - Approximate
Negotiated and Execute Contract	10/24/2024 - 10/31/2024
Project Initiated	11/1/2024

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 of \$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.
- 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 thirty (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) days written notice.
- 5.5.3** Project is contingent upon availability of Federal funding.
- 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://acogok.org/wp-content/uploads/2024/04/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 fulfil 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 agrees upon submittal of the proposal/offer.
- 6.4 Examinations:** Before submitting a proposal, the 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 their 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 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, & 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:** Provide 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 & 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. Exceptions to the RFP
10. Additional Pertinent Information
11. 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 (9.3). A detailed and specific 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 analyzing existing conditions and historical trends of crashes, current policies and standards, public engagement and equity as well as action and implementation items. Scope of Work section (9.3) 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. At a minimum, bi-weekly meetings between ACOG staff and the contractor shall be held. 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.
- 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 Exceptions to the RFP:** List any exceptions to the RFP. Elaborate on the reasons for the exceptions and proposed alternatives.
- 8.11 Additional Pertinent Information:** Add descriptions of any possible omissions from the RFP.
- 8.12 Fee Proposal:** ACOG is seeking firm fixed prices for the performance and delivery of the Congestion Management Process sections. Refer to Section 9.3 for detailed information on deliverables. A total of \$250,000 is budgeted for the consultant part of this project. Forms that must be completed include Attachments A, B, and C.

SECTION 9: SPECIFICATIONS

- 9.1 Project Background:** As a Transportation Management Area (TMA), the ACOG MPO is federally mandated to have a Congestion Management Process (CMP) that identifies recurring and non-recurring congestion and proposes strategies to improve transportation system performance and reliability by reducing the adverse impacts of congestion on the movement of people and goods. The CMP should result in multimodal system performance measures and strategies that can be reflected in the ACOG MPO Metropolitan Transportation Plan (MTP), Transportation Improvement Program (TIP), and other regional transportation plans.

The U.S. Department of Transportation has developed a process and guidelines to aid in the development of a regional CMP. The selected consultant will follow the eight-step process outlined below when preparing the CMP.

1. Develop regional objectives
2. Define CMP network
3. Develop multimodal performance measures
4. Collect data/monitor system performance

5. Analyze congestion problems and needs
6. Identify and assess strategies
7. Program and implement strategies
8. Evaluate strategy effectiveness

Following this process will ensure the CMP addresses the six elements as specified in 23 CFR 450.320:

1. Methods to monitor and evaluate the performance of the multimodal transportation system, identify the underlying causes of recurring and non-recurring congestion, identify and evaluate alternative strategies, provide information supporting the implementation of actions, and evaluate the effectiveness of implemented actions;
2. Definition of congestion management objectives and appropriate performance measures to assess the extent of congestion and support the evaluation of the effectiveness of congestion reduction and mobility enhancement strategies for the movement of people and goods. Since levels of acceptable system performance may vary among local communities, performance measures should be tailored to the specific needs of the area and established cooperatively by the State(s), affected MPO(s), and local officials in consultation with the operators of major modes of transportation in the coverage area, including providers of public transportation;
3. Establishment of a coordinated program for data collection and system performance monitoring to define the extent and duration of congestion, to contribute in determining the causes of congestion, and evaluate the efficiency and effectiveness of implemented actions. To the extent possible, this data collection program should be coordinated with existing data sources (including archived operational/ITS data) and coordinated with operations managers in the metropolitan area;
4. Identification and evaluation of the anticipated performance and expected benefits of appropriate congestion management strategies that will contribute to the more effective use and improved safety of existing and future transportation systems based on the established performance measures. The following categories of strategies, or combinations of strategies, are some examples of what should be appropriately considered for each area:
 - a. Demand management measures, including growth management, and congestion pricing;
 - b. Traffic operational improvements;
 - c. Public transportation improvements;
 - d. ITS technologies as related to the regional ITS architecture; and
 - e. Where necessary, additional system capacity
5. Identification of an implementation schedule, implementation responsibilities, and possible funding sources for each strategy (or combination of strategies) proposed for implementation; and
6. In a TMA designated as nonattainment area for ozone or carbon monoxide pursuant to the Clean Air Act, Federal funds may not be programmed for any project that will result in a significant increase in the carrying capacity for SOVs (i.e., a new general purpose highway on a new location or adding general purpose lanes, with the exception of safety improvements or the elimination of bottlenecks), unless the project

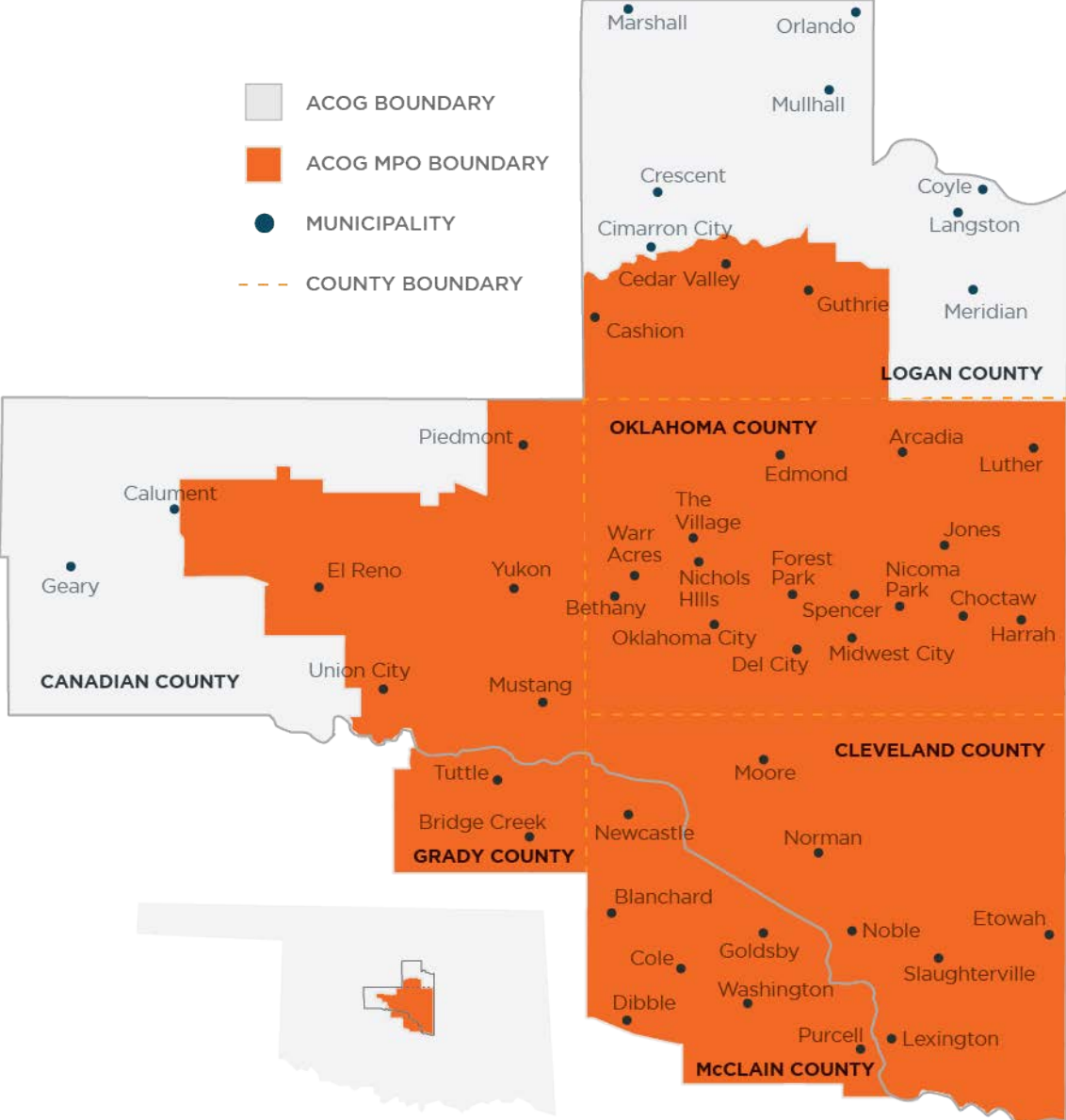
is addressed through a congestion management process meeting the requirements of this section.

While the ACOG MPO area is currently in attainment of the Environmental Protection Agency (EPA) National Ambient Air Quality Standard (NAAQS) for Ozone, steps should be developed for addressing element six should the ACOG MPO area be designated as non-attainment in the near future.

In addition to meeting federal requirements, the CMP should be developed as a useful and meaningful document that can serve as a reference for other short and long-range transportation planning efforts in the region. The consultant shall develop the CMP to allow for integration in the next ACOG MTP and TIP. Care should also be taken to incorporate elements from other pertinent regional transportation plans into the CMP.

9.2 Study Area: The study area will be the Central Oklahoma Transportation Management Area (TMA), also referred to as the ACOG MPO Boundary. The TMA contains all of Oklahoma County and Cleveland County and portions of Logan County, McClain County, Grady County, and Canadian County (Refer to Figure 1 below).

FIGURE 1: Central Oklahoma Transportation Management Area (TMA)



9.3 Scope of Work:

9.3.1 Task 1: Project Coordination and Management

- Organize project kickoff meeting with ACOG staff to refine project schedule, roles/responsibilities, and scope of work.
- Coordinate and facilitate CMP steering committee meetings including preparing meeting materials, delivering project presentations, and soliciting committee feedback. Meetings may be held virtually, in-person, or a combination of the two. All materials will be submitted to ACOG staff at least one week prior to the meeting date in order to provide sufficient time for revisions and distribution.
- Organize regular (weekly or bi-weekly) project status meetings with ACOG staff (virtual).
- Ensure project compliance with regulations, standards, and guidance.
- Coordinate with ACOG's Public Information Department on branding and design standards (see Attachment D for details)
- Provide regular project status reports and invoices.
- **Deliverables:**
 - Finalized project timeline, benchmarks, and deliverables
 - Proposed CMP steering committee meeting schedule
 - Meeting materials (including presentations, agendas, handouts, minutes, etc.)
 - Schedule of project status meetings (weekly or bi-weekly)
 - Project status reports and invoices

9.3.2 Task 2: Data Collection and Document Analysis

- Review existing regional plans, studies, and datasets
 - The CMP should incorporate policies and recommendations identified in existing regional plans to the greatest extent possible
 - Identify data gaps that will be required to complete the CMP
- Document current regional CMP activities
- Conduct a peer review of other CMPs and identify best practices that could be adopted by the ACOG MPO region
- **Deliverables:**
 - List of data sources that are deficient and/or needed to analyze congestion management issues in the ACOG MPO region
 - Memorandum summarizing peer review analysis, CMP best practices, and recommendations for the ACOG MPO region

9.3.3 Task 3: CMP Plan

The CMP Plan document will consist of items developed in Subtasks 3.1-3.6.

Subtask 3.1: Regional Goals and Objectives

- Define a list of goals and objectives in collaboration with the CMP steering committee
 - CMP goals and objectives should align with the MTP and other regional priorities
 - Objectives should focus on outcomes where meaningful performance measures can be derived
- **Deliverable**
 - List of CMP goals and objectives aligned with the MTP

Subtask 3.2: CMP Network

- Use a data driven approach to identify and refine the regional CMP network, in collaboration with the CMP steering committee
 - The CMP network should follow a two-tiered approach including both state-managed facilities (on-system) and locally managed facilities (off-system)
 - Federal functional classification, regional travel demand model (TDM) model network, regional freight network, local transit systems, and bicycle and pedestrian facilities should be considered when developing the CMP network
- **Deliverables:**
 - GIS file of CMP network
 - Memorandum on the methodology used to develop the CMP network and proposed steps/timeline for updating the network in the future

Subtask 3.3: Multimodal Performance Measures

- Work with the CMP steering committee to develop multimodal performance measures that align with the MTP, regional Performance Based Planning and Programming (PBPP) efforts, and federal requirements.
 - Criteria, thresholds, data needs, and feasibility should be identified for each potential performance measure.
- Develop a performance measure management plan to address data needs and collection, analysis methodologies, and reporting schedule
- **Deliverables:**
 - CMP performance measures, criteria, and thresholds
 - CMP performance measures management plan

Subtask 3.4: Congestion Management Problems and Needs

- Identify deficiencies in the CMP network utilizing traffic data and performance measures.
 - Both recurring and non-recurring congestion for the movement of people and goods should be identified.
- Use a data driven approach to identify top congested roadway segments, in collaboration with the CMP steering committee

- Develop set of on-system and off-system corridors defined as congested based on performance measures outlined in Subtask 3.3
- Determine which corridors rank highest in terms of congestion relief priorities/needs
- Identify and rank freight, transit, and bicycle/pedestrian bottlenecks, if time permits
- **Deliverables:**
 - Memorandum on congestion problems and needs
 - Ranked list of top on-system congested corridors
 - Ranked list of top off-system congested corridors
 - Ranked list of top freight, transit, and bicycle/pedestrian bottlenecks, time permitted

Subtask 3.5: Congestion Management Strategies

- Develop and assess customized strategies for the ACOG MPO region that address the congestion problems identified in Subtask 3.4.
 - Strategies should include, but are not limited to, the following categories:
 - > Demand Management
 - > Transportation/Land Use Cohesion
 - > Traffic Operations
 - > Public Transportation
 - > Multimodal/Active Transportation
 - > Road Improvements
 - Strategies should consider shared mobility planning and emerging technologies
 - Strategies should focus on a variety of timeframes, cost, and congestion impacts
- Review congestion related criteria used to select projects for the MTP and STBG program and provide recommended changes to align the criteria with proposed CMP strategies
- Evaluate effectiveness of CMP strategies
- **Deliverables:**
 - CMP Strategies Toolbox including matrix which identifies which strategies address the specific congestion problems identified in Subtask 3.4
 - Memorandum of recommendations for congestion related criteria in the MTP and STBG program
 - Memorandum of recommended steps to evaluate the effectiveness of implemented CMP strategies

Subtask 3.6: CMP Document, Project Dashboard, and Outreach

- Develop a public-facing interactive project dashboard summarizing CMP goals, objectives, data, and metrics.
- Provide presentations to ACOG MPO committees
- **Deliverables:**
 - CMP Plan Document
 - Online project dashboard
 - Presentations

9.3.4 Task 4: Strategic Action Plan for Implementing CMP

- Develop a strategic action plan to assist decision-makers in implementing the CMP
- Identify how the CMP will be integrated into regional transportation plans including the MTP, TIP, etc.
- Develop a framework for updating the CMP should the ACOG MPO region be designated by the EPA as an air quality nonattainment area.
- Provide recommendations for future data collection needs related to the CMP performance measures developed under Subtask 3.3.
- **Deliverables:**
 - Strategic action plan

ATTACHMENTS





ATTACHMENT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, ELIGIBILITY, 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 voluntary 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 proposed 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 their 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

Authorized Official Name

Authorized Official Title

Authorized Official Signature

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>.



ATTACHMENT D

PROJECT PUBLIC RELATIONS & MARKETING REQUIREMENTS

If the selected consultant or vendor intends to use their own communications department (the department) or engage a public relations/advertising/marketing agency (the agency) as a subcontractor for any part of the project, the following conditions must be met:

Approval Process: All materials produced by the agency or department shall be subject to approval by the Association of Central Oklahoma Governments (ACOG) Public Information Department. This includes but is not limited to press releases, media kits, promotional materials, and any other content related to the project.

Adherence to Brand Guidelines: The subcontractor agency or department must adhere strictly to ACOG brand guidelines in all materials produced. This includes maintaining consistency in messaging, visual identity, and tone as outlined in the online [ACOG Brand Guide](#).

Collaboration and Coordination: The selected consultant shall ensure smooth collaboration and coordination between themselves, the agency and/or department and the ACOG Public Information Department. Regular communication channels must be established to facilitate feedback, revisions, and approvals throughout the duration of the project. A consultation meeting with the ACOG Public Information Department must be scheduled before work begins on any project assets (reports, presentations, etc.).

Final Approval Authority: The ACOG Public Information Director retains the final authority for approving all materials produced by the agency and/or department. Any discrepancies or concerns regarding compliance with ACOG brand guidelines or messaging objectives shall be resolved in consultation with the ACOG Public Information Director.

Contractual Obligations: The selected consultant shall include provisions within their subcontractor agreements with the agency or the communications department within their organization that explicitly outline the requirements stated herein. Failure to comply with these conditions is a breach of this Contract and may, at the sole discretion of ACOG, result in termination of the Contract.