

REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES FOR SUSTAINABILITY EDUCATION PROGRAM

I. THE SOLICITATION

The City of Oklahoma City, hereinafter referred to as the City, is soliciting proposals for a Contractor to provide a sustainability education program. The City desires to enter into a professional services agreement with a qualified and experienced contractor with sustainability education experience, hereinafter referred to as the Successful bidder or Contractor.

The purpose of this project is to provide a series of workshops, lectures, classes, and other events to the general public. Workshops will be open to the general public. Workshop topics will include a variety of sustainability-related topics, including but not limited to energy conservation, alternative energy, alternative fuels, bicycle and pedestrian activities, water conservation, native and low-water landscaping, rainwater capture and reuse, composting, gardening, permaculture, local foods, consumer conservation, green building, urban design, and sustainable lifestyles, subject to approval of the City's Sustainability Office.

The Contractor shall be responsible for coordinating the sustainability education program. For a complete Scope of Services, see **Attachment A**. A contract for services will be negotiated with the successful proposer.

Funding in the amount of \$18,000 has been allotted for this program, with contract award subject to approval by the City Council. Contract award will be less than or equal to this amount based on budget agreed to in contract.

Work performed under this Contract will be funded, in whole or in part, with funds from an Energy Efficiency and Conservation Block Grant appropriated by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, (Recovery Act or Act). All activities performed and items purchased with Recovery Act funds are subject to the Special Provisions Related to Work Funded under American Recovery and Reinvestment Act of 2009, which are included as Attachment B.

II. BACKGROUND

The City of Oklahoma City Office of Sustainability used Energy Efficiency and Conservation Block Grant funds to initiate an outreach and education program in 2011. This program included workshops on a variety of sustainability topics and was well attended. The City seeks to continue this program in 2012.

The Contractor will be responsible for the full scope of services outlined in **Attachment A**. The Contractor will work under the direction of the City of Oklahoma City Office of Sustainability.

III. THE PROPOSAL

One (1) electronic version of the proposal, as described herein and subject to the conditions herein, shall be submitted by each proposer to the Office Sustainability **by 4:00 p.m. C.S.T. on Friday, February 3, 2012**. Submit electronic proposals to T.O. Bowman at thomas.bowman@okc.gov. Proposals not received by the deadline may not be considered. Receipt of electronic submissions will be confirmed by email; if you do not receive a response within one business day, contact T.O. Bowman at thomas.bowman@okc.gov to confirm receipt.

Addenda: Any addenda to this Request for Proposals solicitation will be issued by the Office of Sustainability during the time of solicitation and will be considered a part of the Request for Proposals documents. Addenda will be furnished to each recipient of the Request for Proposals documents.

IV. QUALIFICATIONS

The proposer's principal advisor for the project shall show proven experience in sustainability outreach and education. The proposal shall detail the involvement of the principal advisor in the project. A resume or curriculum vitae of each person to be involved in the project shall accompany the proposal.

V. PROPOSER SHALL PROVIDE

Individuals interested in participating in this project shall submit a complete, professional-quality proposal that includes the following information relative to the project planned for execution under the proposed contract:

- A. Description of the project to be completed;
- B. Timeline for services;
- C. Designation of the personnel to be involved; curriculum vitae/resume; education, training, and experience in sustainability; the percentage of time assigned to this project; and an hourly billable rate;
- D. Summary of the proposer's previous experience, represented by completed projects similar to the proposed project, including any experience with government contracts or ARRA-funded projects;
- E. Summary of the proposer's previous experience with event promotion, including traditional media and social media;
- F. List of references;
- G. Flat rate for the entire project, broken down into phases or components of the project; and
- H. Itemized budget including but not limited to salaries, supplies, travel, speaker fees, facility rental, and promotion (NOTE: equipment with cost greater than \$5,000 is not an acceptable expense for the project under the proposed contract). Budget shall include an estimate of the man hours required for project completion and an itemization of fees for the services provided by each member of the team involved;

*Payments will be based on completion of milestones as outlined in the contract with the successful proposer.

VI. CLARIFICATION

The City reserves the right to request clarification of information submitted and to request additional information from any or all of the proposers within a timeline specified by the City.

VII. DISQUALIFICATION OF PROPOSALS

More than one proposal under the same or different names from any one proposer will not be considered; however, it is acceptable for a proposer to submit multiple alternatives within the same proposal. Reasonable grounds for believing the proposer is interested in more than one proposal will cause the rejection of all proposals in which the proposer is interested. One or more or all proposals will be rejected if there is reason for believing that collusion exists among proposers. (See sample Anticollusion Affidavit in **Attachment C**.)

A Proposal will not be accepted from any proposer who is in arrears or is in default to the City upon any debt or contract, or who is a defaulter as surety or otherwise upon any obligation to the City, or has failed to perform faithfully any previous contract with the City.

Incomplete proposals will not be considered.

VIII. PROPOSERS RESPONSIBLE FOR THE PROPOSAL

The proposer shall carefully examine the terms of the proposal documents and minimum requirements, and shall judge for itself all of the circumstances and conditions affecting their proposal.

IX. INDEMNIFICATION

To the maximum extent permitted by law, the Contractor shall be liable for and shall hold The City of Oklahoma City harmless from all damage or injury caused to persons or property arising out of the performance of any Contract resulting from this Request for Proposals. The Contractor shall agree to assume the defense of the City and their officers and employees in all legal proceedings with third parties connected with the Contractor's performance under the Contract awarded to the successful proposer, and to pay all expenses, including court costs and reasonable attorney's fees, incurred by the City directly or indirectly on account of such legal proceedings.

The Contractor's obligations hereunder are expressly conditioned upon the City's provision of notification to the Contractor of any such pending claim or suit.

The City shall cooperate with the Contractor in its handling of any such claim or suit to the extent their interests do not conflict therewith. In no event shall the Contractor be obligated to indemnify or hold the City harmless with respect to any liability caused by the sole negligence of the City.

X. RIGHT TO ACCEPT OR REJECT PROPOSALS

The City reserves the right to accept or reject, in part or in entirety, any or all proposals for any reason, to cancel in part or entirety the Request for Proposals, to re-advertise for new proposals, and to waive minor irregularities and informalities.

XI. WITHDRAWAL OF SELECTION

The City reserves the right to withdraw its selection of a proposer without any liability to the City at any time before the Contract has been fully executed by all parties and approved by the City.

XII. OKLAHOMA OPEN RECORDS ACT

All materials submitted to The City of Oklahoma City or its Trusts pursuant to this Request for Proposals potentially become subject to the mandates of the Oklahoma Open Records Act, 51 Okla. Stat. §§ 24A.1. *et seq.* The purpose of this Act is to ensure and facilitate the public's right of access to and review of government records so they may efficiently and intelligently exercise their inherent political power. Almost all "records," as that term is defined in the Act, may be disclosed to the public upon request. Except where specific state or federal statutes create a confidential privilege, persons who submit information to public bodies have no right to keep this information from public access, nor reasonable expectation that this information will be kept from public access. *See* 51 Okla. Stat. §§ 24A.

If you believe that any of the information you have submitted to The City or its Trusts pursuant to this Request for Proposals is confidential under a specific state or federal statute and therefore not subject to public access, you must comply with the following.

- A. Place said documents/records in a separate envelope marked “Confidential”. DO NOT label your entire response to the Request for Proposal as “Confidential” – label only those portions of the response that you feel are made confidential by state or federal law as “Confidential”. If only a portion of a document is confidential, please identify specifically the portions of the document you are claiming are confidential. Under the Oklahoma Open Records Act, the City is obligated to produce documents for public inspection even if the documents contain a portion, which is confidential, but can redact the confidential parts.
- B. For each such document for which you are claiming a confidential privilege, identify the federal and/or state law that creates said privilege, e.g., for trade secrets, see 21 O.S. § 1732 (Larceny of Trade Secrets and the Uniform Trade Secrets Act, 78 O.S. §§ 85, *et seq.*

Should an Open Records request be presented to the City/Trust requesting information you have identified as “Confidential,” you will be responsible for initiating any legal action necessary to protect the information or records and to defending your position in the District Court if needed.

If you fail to identify any records submitted as part of your proposal as “Confidential” by placing them in the “Confidential” envelope AND you fail to identify the specific state or federal law creating said privilege, you are agreeing that said records are not confidential and are subject to public access.

XIII. NO PROPOSAL COMPENSATION

No proposer will be compensated for submission of a proposal or for any time or services provided as part of the proposal, evaluation, or negotiation process.

XIV. PROPOSAL EVALUATION

The City will evaluate complete proposals received by the deadline cited above. The following evaluation criteria will be applied to each proposal:

EVALUATION CRITERIA

Selection of Contractor will be based on the following criteria.

- The proposer clearly demonstrates that the proposer understands the project work included in the RFP.
- The proposer demonstrates that all principal project personnel have successful experience in carrying out similar types of project work.
- The proposer demonstrates an understanding of sustainability outreach and education.
- The proposer indicates that the proposed budget is sufficient to ensure successful completion of the project work, and each cost is reasonable and necessary.

XV. SCHEDULE OF PERFORMANCE

All contracted work shall be completed and submitted within the timeframes established by the contract, unless such term is modified by written agreement between the City and the Contractor. Payment will be made upon invoice to the City for expenses incurred in program operation and/or achievement of milestones as outlined in the contract.

XVI. CONTRACT

Upon selection of the Contractor, a Professional Services Contract will be prepared. Said Contract must be fully executed and encumbered before work is initiated. The contract may contain or incorporate the following:

- Standard clauses;
- Scope and nature of services;
- Anti-collusion affidavit;
- Certificate of non-discrimination;
- Business relationship affidavit;
- Independent contractor clause;
- Procurement policies in accordance with 10 CFR 600.236 in the Code of Federal Regulations;
- A requirement to keep records and a right to audit;
- A description of claim payment procedures and requirement to create and keep necessary records to support such claims;
- A statement making all working papers, reports, documentation, and products the property of the City;
- A description of the responsibilities of all parties;
- Timelines and deadlines for completion of tasks and services;
- Type, content and frequency of reports to be submitted;
- Method, schedule and total amount of fees and payments, which may include payments related to specific tasks or services;
- Procedures for resolving disputes (the resolution of such disputes shall be governed by Oklahoma Law and any action shall be brought in a court of competent jurisdiction, state or federal, located in Oklahoma County, Oklahoma);
- Procedures for amending or terminating the contract or any task or services therein;
- A requirement that all authorizations and approvals have been or shall be obtained from the holders of patents, trademarks, copyrights, licenses or other rights;
- A requirement for indemnification and legal representation of the City, its trusts, officers, agents and employees for acts and omissions of the Contractor;
- A clause for inclusion by reference of the RFP, the proposal, and the representations of the proposer into contract and a statement of the order of precedence should the terms, provisions or conditions thereof conflict;
- A requirement for insurance on City forms or forms acceptable to the City Manager;
- A requirement for insurance naming the City as additional insured and evidenced by a certificate of insurance on a form approved by the City Manager demonstrating the following coverage: property damage liability not less than \$25,000, all other liability not less than \$175,000, single occurrence or accident liability not less than \$1,000,000, and automobile liability insurance coverage as to the ownership, maintenance, and use of all owned, non-owned, leased, or hired equipments; and
- A right of the City to terminate the contract upon notice with or without cause.

All contracts will be submitted to the Municipal Counselor's Office for review and approval. The Municipal Counselor's Office will forward the contract documents to the City Manager for inclusion on the formal docket for final approval or rejection by the City Council. The memorandum to Council shall include the number of RFPs obtained by firms and the number of firms submitting proposals.

Any document may be waived or amended as a part of contract negotiation subject to approval or ratification of the written contract by the City Council. However, should a requirement or document be imposed by law (for example, a grant or federal requirement) then such requirement or document may only be waived as permitted by law. Proposers are hereby further required to bring to the City's attention any exceptions to these requirements in the Proposal.

*End of Request for Proposals
Attachments A, B, and C follow*

SCOPE OF SERVICES
PROFESSIONAL SERVICES FOR SUSTAINABILITY EDUCATION PROGRAM

1.1 GENERAL INFORMATION

The City of Oklahoma City Office of Sustainability provides sustainability planning, energy efficiency upgrading, technical recommendations, and outreach services to City departments and Oklahoma City residents and visitors so they can integrate sustainability into decision making for improved economic, environmental, and social health.

The purpose of this Request for Proposals is enter into a professional services agreement with a Contractor to is to provide a series of workshops, lectures, classes, and other events to the general public. The specific items required are set forth in Section 1.3 of this Attachment A.

1.2 PROGRAM INFORMATION

1.2.1 – Program structure

The organization selected as the City’s Contractor for the program will work with, report to, and be accountable to the City’s Office of Sustainability. The Contractor will be responsible for program delivery.

1.2.2 – Ownership of assets

All assets acquired for this program with City funding will remain the property of the City of Oklahoma City. The Contractor will be responsible for managing and caring for the assets.

1.2.4 – Authority

The City of Oklahoma City retains the authority to provide approval or disapproval of program delivery, including but not limited to speaker selection, venue, education topics, schedule, and speaker fees.

1.2.5 – Contract

The selected Contractor will enter into a contract with the City of Oklahoma City. As such, the Contractor will be subject to all City policies and procedures, including procurement policies. The contract will be valid through July 31, 2012, subject to availability of City Council appropriation and Energy Efficiency and Conservation Block Grant funds availability. Renewals of up to two years are possible, subject to availability of City Council appropriation. Contractor may enter into agreements with Subcontractors as needed.

1.2.6 – Eligible Expenses

Eligible expenses include salaries, supplies, travel, speaker fees, facility rental, and promotion. Equipment with cost greater than \$5,000 and audit fees are not acceptable expenses for the project

under the proposed contract.

1.3 SCOPE OF WORK

1.3.1 – Roles and responsibilities

- A. **Program Delivery:** The Contractor will provide a series of educational events, including but not limited to workshops, lectures, classes, on a variety of sustainability topics, including but not limited to energy conservation, alternative energy, alternative fuels, bicycle and pedestrian activities, water conservation, native and low-water landscaping, rainwater capture and reuse, composting, gardening, permaculture, local foods, consumer conservation, green building, urban design, and sustainable lifestyles. Speakers will adhere to speaker guidelines provided by the City’s Sustainability Office. A minimum of 15 events by July 31, 2012, is desired.
- B. **Financial accountability:** The Contractor will manage all financial transactions involved in program delivery in accordance with all City and Federal regulations.
- C. **Promotion:** The Contractor will coordinate with City staff to promote all events through traditional, electronic, and social media to make the public aware of opportunities to attend events. Information for media releases, including speaker, biographical information, date and time, location, topic, and any other essential information, shall be provided to City staff a minimum of 10 days prior to the event. A sign-in sheet for attendees to register to receive notice of future events by email should be offered to attendees of each event. Filming and other documentation of important events is desired.
- D. **Event follow-up:** The Contractor will collect presentation slides, handouts, and other material offered to workshop attendees for posting on the City’s website and/or distribution to members of the public upon request. The Contractor will conduct an evaluation based on attendee feedback at each event.

1.3.2 – Reporting

The Contractor shall report to the City’s Office of Sustainability on a monthly and quarterly basis. The monthly report will include a request for payment and performance metrics, including but not limited to a list of events and the number of attendees at each event. The quarterly report will include a narrative on the program’s successes, challenges, and lessons learned; a financial report, including a budget to actual variance report; and copies of any publication, advertisement, or other work product, or the program for any seminar or meeting funded in whole or in part under this project. Additional reporting requirements may be included in the contract.

Attachment B

SPECIAL PROVISIONS RELATING TO WORK FUNDED UNDER AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (May 2009)

Preamble

The American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, (Recovery Act) was enacted to preserve and create jobs and promote economic recovery, assist those most impacted by the recession, provide investments needed to increase economic efficiency by spurring technological advances in science and health, invest in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits, stabilize State and local government budgets, in order to minimize and avoid reductions in essential services and counterproductive State and local tax increases. Recipients shall use grant funds in a manner that maximizes job creation and economic benefit.

The Recipient shall comply with all terms and conditions in the Recovery Act relating generally to governance, accountability, transparency, data collection and resources as specified in Act itself and as discussed below.

Recipients should begin planning activities for their first tier subrecipients, including obtaining a DUNS number (or updating the existing DUNS record), and registering with the Central Contractor Registration (CCR).

Be advised that Recovery Act funds can be used in conjunction with other funding as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the Recovery Act and related guidance. For projects funded by sources other than the Recovery Act, Contractors must keep separate records for Recovery Act funds and to ensure those records comply with the requirements of the Act.

The Government has not fully developed the implementing instructions of the Recovery Act, particularly concerning specific procedural requirements for the new reporting requirements. The Recipient will be provided these details as they become available. The Recipient must comply with all requirements of the Act. If the recipient believes there is any inconsistency between ARRA requirements and current award terms and conditions, the issues will be referred to the Contracting Officer for reconciliation.

Definitions

For purposes of this clause, Covered Funds means funds expended or obligated from appropriations under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5. Covered Funds will have special accounting codes and will be identified as Recovery Act funds in the grant, cooperative agreement or TIA and/or modification using Recovery Act funds. Covered Funds must be reimbursed by September 30, 2015.

Non-Federal employer means any employer with respect to covered funds -- the contractor, subcontractor, grantee, or recipient, as the case may be, if the contractor, subcontractor, grantee, or recipient is an employer; and any professional membership organization, certification of other

professional body, any agent or licensee of the Federal government, or any person acting directly or indirectly in the interest of an employer receiving covered funds; or with respect to covered funds received by a State or local government, the State or local government receiving the funds and any contractor or subcontractor receiving the funds and any contractor or subcontractor of the State or local government; and does not mean any department, agency, or other entity of the federal government.

Recipient means any entity that receives Recovery Act funds directly from the Federal government (including Recovery Act funds received through grant, loan, or contract) other than an individual and includes a State that receives Recovery Act Funds.

Special Provisions

A. Flow Down Requirement

Recipients must include these special terms and conditions in any subaward.

B. Segregation of Costs

Recipients must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects.

C. Prohibition on Use of Funds

None of the funds provided under this agreement derived from the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

D. Access to Records

With respect to each financial assistance agreement awarded utilizing at least some of the funds appropriated or otherwise made available by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1988 (5 U.S.C. App.) or of the Comptroller General is authorized --

(1) to examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract that pertain to, and involve transactions that relate to, the subcontract, subgrant, grant, or subgrant; and

(2) to interview any officer or employee of the contractor, grantee, subgrantee, or agency regarding such transactions.

E. Publication

An application may contain technical data and other data, including trade secrets and/or privileged

or confidential information, which the applicant does not want disclosed to the public or used by the Government for any purpose other than the application. To protect such data, the applicant should specifically identify each page including each line or paragraph thereof containing the data to be protected and mark the cover sheet of the application with the following Notice as well as referring to the Notice on each page to which the Notice applies:

Notice of Restriction on Disclosure and Use of Data

The data contained in pages ---- of this application have been submitted in confidence and contain trade secrets or proprietary information, and such data shall be used or disclosed only for evaluation purposes, provided that if this applicant receives an award as a result of or in connection with the submission of this application, DOE shall have the right to use or disclose the data here to the extent provided in the award. This restriction does not limit the Government's right to use or disclose data obtained without restriction from any source, including the applicant.

Information about this agreement will be published on the Internet and linked to the website www.recovery.gov, maintained by the Accountability and Transparency Board. The Board may exclude posting contractual or other information on the website on a case-by-case basis when necessary to protect national security or to protect information that is not subject to disclosure under sections 552 and 552a of title 5, United States Code.

F. Protecting State and Local Government and Contractor Whistleblowers.

The requirements of Section 1553 of the Act are summarized below. They include, but are not limited to:

Prohibition on Reprisals: An employee of any non-Federal employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives information that the employee believes is evidence of:

- gross management of an agency contract or grant relating to covered funds;
- a gross waste of covered funds;
- a substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- an abuse of authority related to the implementation or use of covered funds; or
- as violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

Agency Action: Not later than 30 days after receiving an inspector general report of an alleged reprisal, the head of the agency shall determine whether there is sufficient basis to conclude that the non-Federal employer has subjected the employee to a prohibited reprisal. The agency shall either issue an order denying relief in whole or in part or shall take one or more of the following actions:

- Order the employer to take affirmative action to abate the reprisal.

- Order the employer to reinstate the person to the position that the person held before the reprisal, together with compensation including back pay, compensatory damages, employment benefits, and other terms and conditions of employment that would apply to the person in that position if the reprisal had not been taken.

- Order the employer to pay the employee an amount equal to the aggregate amount of all costs and expenses (including attorneys' fees and expert witnesses' fees) that were reasonably incurred by the employee for or in connection with, bringing the complaint regarding the reprisal, as determined by the head of a court of competent jurisdiction.

Nonenforceability of Certain Provisions Waiving Rights and Remedies or Requiring Arbitration: Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any predispute arbitration agreement. No predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section.

Requirement to Post Notice of Rights and Remedies: Any employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, shall post notice of the rights and remedies as required therein. (Refer to section 1553 of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, www.Recovery.gov, for specific requirements of this section and prescribed language for the notices.).

G. Reserved

H. False Claims Act

Recipient and sub-recipients shall promptly refer to the DOE or other appropriate Inspector General any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.

I. Information in Support of Recovery Act Reporting

Recipient may be required to submit backup documentation for expenditures of funds under the Recovery Act including such items as timecards and invoices. Recipient shall provide copies of backup documentation at the request of the Contracting Officer or designee.

J. Availability of Funds

Funds obligated to this award are available for reimbursement of costs until 36 months after the award date.

K. Additional Funding Distribution and Assurance of Appropriate Use of Funds

Certification by Governor – For funds provided to any State or agency thereof by the American Reinvestment and Recovery Act of 2009, Pub. L. 111-5, the Governor of the State shall certify that: 1) the state will request and use funds provided by the Act; and 2) the funds will be used to

create jobs and promote economic growth.

Acceptance by State Legislature -- If funds provided to any State in any division of the Act are not accepted for use by the Governor, then acceptance by the State legislature, by means of the adoption of a concurrent resolution, shall be sufficient to provide funding to such State.

Distribution -- After adoption of a State legislature's concurrent resolution, funding to the State will be for distribution to local governments, councils of government, public entities, and public-private entities within the State either by formula or at the State's discretion.

L. Certifications

With respect to funds made available to State or local governments for infrastructure investments under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, the Governor, mayor, or other chief executive, as appropriate, certified by acceptance of this award that the infrastructure investment has received the full review and vetting required by law and that the chief executive accepts responsibility that the infrastructure investment is an appropriate use of taxpayer dollars. Recipient shall provide an additional certification that includes a description of the investment, the estimated total cost, and the amount of covered funds to be used for posting on the Internet. A State or local agency may not receive infrastructure investment funding from funds made available by the Act unless this certification is made and posted.

Attachment C

SAMPLE ANTICOLLUSION AFFIDAVIT

The following affidavit is submitted by contractor as a part of this contract:

The undersigned deponent, of lawful age, being duly sworn, upon his oath deposes and says: That the contractor has authority to execute the within and foregoing contract; that he/she has executed the same by subscribing his/her name hereto under oath for and on behalf of said contractor; that contractor has not directly or indirectly entered into any agreement, express or implied, with any contractor or contractors, having for its object the controlling of the price or amount of such contract or contracts, the limiting of the contract or contracts, the parceling or farming out to any contractor or contractors or other persons of any part of the contract or any part of the subject matter of the contract or contracts or of the profits thereof, and that he/she has not and will not divulge the sealed contract to any person whomsoever, except those having a partnership or other financial interest with him in said contract or contracts, until after the said sealed contract or contracts are opened.

Deponent further states that the contractor has not been a party to any collusion among contractors in restraint of freedom of competition by agreement to propose at a fixed price or to refrain from proposing; or with any City or trust official or employee as to quantity, quality, or price in the prospective contract, or any other terms of said prospective contract; or in any discussions between contractors and any City or trust official concerning exchange of money or other things of value for special consideration in the letting of a contract; that the contractor has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the City of Oklahoma City or Trust, any money or other thing of value, either directly or indirectly, in the procuring of this contract.

Name of Contractor

Signature of contractor or contractor's authorized agent

Type or print name and title of person who signed above

STATE of _____)

) ss.

COUNTY of _____)

This instrument was subscribed and sworn to before me this _____ day of _____, 200_____.

Notary Public

My commission expires: _____

My commission #: _____

Forms:Anticollusion