



Executive Committee | Agenda

10 a.m., Wednesday, October 11, 2023
CAPCOG Lantana Room
6800 Burlleson Road, Ste. 155
Austin, Texas 78744

Judge James Oakley, Burnet County, **Chair**
Mayor Lew White, City of Lockhart, **1st Vice Chair**
Commissioner Debbie Ingalsbe, Hays County,
2nd Vice Chair
Mayor Pro Tem Matthew Baker, City of Round
Rock, **Secretary**
Mayor Jane Hughson, City of San Marcos,
Parliamentarian
Mayor Brandt Rydell, City of Taylor, **Immediate
Past Chair**
Council Member Mackenzie Kelly, City of Austin
Commissioner Clara Beckett, Bastrop County
Ms. Connie Schroeder, City of Bastrop
Council Member Kevin Hight, City of Bee Cave
Judge Brett Bray, Blanco County
Commissioner Joe Don Dockery, Burnet County

Judge Hoppy Haden, Caldwell County
Judge Dan Mueller, Fayette County
Council Member Ron Garland, City of Georgetown
Mayor Pro Tem Esmeralda Mattke Longoria, City of Leander
Commissioner Steven Knobloch, Lee County
Judge Ron Cunningham, Llano County
Mayor Pro Tem Doug Weiss, City of Pflugerville
Council Member Janice Bruno, City of Smithville
Judge Andy Brown, Travis County
Commissioner Ann Howard, Travis County
Commissioner Russ Boles, Williamson County
Commissioner Cynthia Long, Williamson County
Senator Pete Flores
Representative Stan Gerdes
Representative Terry Wilson

1. **Call to Order and Opening Remarks by the Chair**
2. **Consider Approving Minutes for the September 13, 2023 Meeting**
3. **Consider Awarding Contract for Auditing and Tax Services**
Andrew Hoekzema, Deputy Executive Director
4. **Consider Adopting the 2023 CAPCOG Threat and Hazard Identification and Risk Assessment (THIRA) and Stakeholder Preparedness Review (SPR)**
Dee Harrison, Homeland Security Program Manager
5. **Consider Approving Contract with AECOM for 2024-2025 Air Quality Monitoring Services**
Charles Simon, Director of Regional Planning & Services
Anton Cox, Air Quality Program Manager
6. **Consider Approving Interlocal Agreement with Desert Research Institute for Fine Particle Matter Laboratory Analysis**
Charles Simon, Director of Regional Planning & Services
Anton Cox, Air Quality Program Manager
7. **Consider Adopting a Proclamation Declaring November 2023 as National Family Caregivers Month**
Patricia Bordie, Director of Aging Services
8. **Consider Awarding Contracts for Employee Benefit Providers**
Andrew Hoekzema, Deputy Executive Director

A closed executive session may be held on any of the above agenda items when legally justified pursuant to Subchapter D of the Texas Open Meetings Act (Texas Government Code Chapter 551).

9. Consider Approving Committee Appointments

Betty Voights, Executive Director

10. Staff Reports

11. Adjourn

A closed executive session may be held on any of the above agenda items when legally justified pursuant to Subchapter D of the Texas Open Meetings Act (Texas Government Code Chapter 551).



Executive Committee | Summary Minutes

10 a.m., Wednesday, Sept. 13, 2023
Austin Southpark Hotel
4140 Governors Row
Austin, TX 78744

Present (19)

Judge James Oakley, Burnet County, **Chair**
Commissioner Debbie Ingalsbe, Hays County, **2nd Vice Chair**
Mayor Pro Tem Matthew Baker, City of Round Rock, **Secretary**
Mayor Jane Hughson, City of San Marcos, **Parliamentarian**
Mayor Brandt Rydell, City of Taylor, **Immediate Past Chair**
Commissioner Clara Beckett, Bastrop County
Ms. Connie Schroeder, City of Bastrop
Council Member Kevin Hight, City of Bee Cave

Judge Brett Bray, Blanco County
Commissioner Joe Don Dockery, Burnet County
Judge Hoppy Haden, Caldwell County
Judge Dan Mueller, Fayette County
Mayor Pro Tem Esme Mattke Longoria, City of Leander
Commissioner Steven Knobloch, Lee County
Judge Ron Cunningham, Llano County
Mayor Pro Tem Doug Weiss, City of Pflugerville
Council Member Janice Bruno, City of Smithville
Commissioner Ann Howard, Travis County
Commissioner Cynthia Long, Williamson County

Absent (5)

Mayor Lew White, City of Lockhart, **1st Vice Chair**
Council Member Mackenzie Kelly, City of Austin
Council Member Ron Garland, City of Georgetown

Judge Andy Brown, Travis County
Commissioner Russ Boles, Williamson County

1. **Call to Order and opening remarks by the Chair**

Judge Oakley called the meeting to order at 10 a.m. and lead the board in the pledges of allegiance to the federal and state flags.

2. **Consider Approving Minutes for the August 9, 2023 Meeting**

Judge Oakley ask the board to consider the Aug. 9, 2023 Meeting minutes. Commissioner Long made a motion to approve the minutes. Commissioner Ingalsbe seconded the motion. It passed unanimously.

3. **Consider Approving Update to Procurement Policy**

Andrew Hoekzema, Deputy Executive Director

Mr. Hoekzema said the last update to the procurement policy was in 2016. He noted several of the Aging Services Divisions process prompted a review of the policy and led to the recommended amendments. The recommended changes were as follows:

- Adding vendor pools for direct purchase services for Area Agency on Aging activities as an exception and delegating the executive director approval authority for contracts exceeding \$25,000 for such activities
- Increasing the micro-purchases threshold to \$5,000 and eliminating the need for three quotes up to that level.
- Aligning sole source and non-competitive language with federal laws
- Adding descriptions and rules for professional and personal services
- Requiring board approval for contract changes greater \$25,000 for CAPCOG activities and \$50,000 CAECD activities.

Council Member Hight asked if it should be personnel services instead of personal services. Ms. Voights said an example of personal services is when a former employee agrees to continue to work for the COG for a particular amount of time or to complete or maintain a particular service.

Council Member Bruno made a motion to amend the Procurement Policy. Mayor Pro Tem Doug Weiss seconded the motion. It passed unanimously.

4. Consider Approving FY 2024-2025 Senior Nutrition Grant Awards

Patricia Bordie, Director of Aging Services

Andrew Hoekzema, Deputy Executive Director

Mr. Hoekzema said that CAPCOG had received four applications for conducting nutrition services, each was scored and had to reach a threshold score of 70 points to be eligible for funding – all the providers did. He noted the amount of funding available annually is about \$4 million in two nutrition categories; however, the total requested amount was \$8.4 million. Mr. Hoekzema said carry-forward funds will help pay some of the difference. He also noted CAPCOG has more funding for congregate meal sites than what was requested, so the excess funds also will pay for more home delivered meals. Mr. Hoekzema said current funding should cover 1 year of congregate meal sites and ½ a year of home delivered meals, but more money is made available all the time for the nutrition program, which is why CAPCOG is requesting not only for the contract’s approval but for the authority to amend them as well.

Ms. Bordie said a lot of providers reached more patrons during the COVID19 pandemic and those patrons have continued to participate in the nutrition programs. She said to ensure they are receiving the correct amount of funding CAPCOG monitors them monthly. Council Member Bruno asked if the funding includes administering the programs. Ms. Bordie said the funds go into anything that helps ensure older adults are receiving meals.

Mayor Pro Tem Longoria made a motion to approve the FY 2024-25 Senior Nutrition Grant Awards. Commissioner Ingalsbe seconded the motion. It passed unanimously.

5. Consider Approving FY 2024 and FY 2025 Senior Center Operations Grant Awards

Patricia Bordie, Director of Aging Services

Andrew Hoekzema, Deputy Executive Director

Mr. Hoekzema said a different pot of money funds senior center operations than congregate meal sites and home delivered meals. He said every applicant who submitted as a senior center operation site scored above the threshold, so they are all being recommended for funding. Ms. Bordie said facilities are places where people come together for community and to do activities.

Commissioner Ingalsbe made a motion to approve the FY 2024 and FY 2025 Senior Center Operations Grant Awards. Mayor Hughson seconded the motion. It passed unanimously.

6. Consider Approving CAPCOG FY 2024/2025 TCEQ Solid Waste Grant Application to the TCEQ

Charles Simon, Director of Regional Planning and Services

Ken May, Regional Programs Manager

Mr. Simon said every two years CAPCOG submits an application to the TCEQ for its solid waste program which includes its proposed budget for the region’s allocation. The allocated amount for CAPCOG this biennium is about \$706,000, an increase of about \$43,000. This would leave about \$274,000 for the CAPCOG Solid Waste Grant Program for implementation projects. Mr. Simon said the grant process will start a little earlier and said a draft timeline was in their packet.

Commissioner Dockery made a motion to approve the FY 2024/25 TCEQ Solid Waste Grant Application to TCEQ. Ms. Schroeder seconded the motion. Council Member Bruno asked if the Solid Waste Grant Writing Workshops were mandatory like the Criminal Justice and Homeland Security grants. Mr. May said both the

grant writing workshops and subsequent grant management workshops would be mandatory. Ms. Voights noted that while the workshops will be mandatory, it is not a requirement by the state. She also said the grant process is occurring earlier to lessen the spend down. Judge Oakley called for a vote on the item. It passed unanimously.

7. Consider Approving Purchase of O₃ and PM_{2.5} Monitoring Equipment

Anton Cox, Air Quality Program Manager

Mr. Simon said this equipment is being funded from multiples sources including the TCEQ and two EPA grants and is being purchased to upgrade the Ozone air monitoring equipment as well as to start the particulate matter monitoring program.

Judge Oakley asked if the particulate monitors will be moved around or if they will be fixed, and what the process is for determining the sites. Mr. Cox said site selections will be done by committee with public input also helping determine locations. Judge Oakley said he thought creating an inventory of portable particulate monitors could help the region and that such an activity should be discussed at a future meeting. Mr. Cox said CAPCOG has some particulate monitors that are less sophisticated that local jurisdictions could currently use. Mayor Pro Tem Baker said the Clean Air Coalition has discussed mobile monitoring, but scientists are needed to analyze the data too, so future discussions about funding a mobile monitoring team wouldn't be a bad idea.

Mayor Pro Tem Baker also said the region broke the Ozone nonattainment value during the summer and that he invited the TCEQ to come talk to the Clean Air Coalition about what would move the needle for staying in attainment. He said he would like the Executive Committee members to join that meeting as well.

Mayor Hughson made a motion to approve the purchase of the O₃ and PM_{2.5} monitoring equipment. Mayor Pro Tem Baker seconded the motion. It passed unanimously.

8. Consider Adopting a Proclamation Recognizing October 2023 as CAPCOG Cybersecurity Awareness Month

Dee Harrison, Homeland Security Program Manage

Ms. Harrison said there are about \$8 trillion in losses each year in the United States alone from cyberattacks. Cyberattacks threaten both the private and public sector and in recent weeks even took down the MGM resorts in Las Vegas. She said every October is Cybersecurity Awareness Month and serves as a chance to educate people about cybersecurity best practices.

Commissioner Dockery made a motion to proclaim October as CAPCOG Cybersecurity Awareness Month. Council Member Bruno seconded the motion. It passed unanimously.

9. Consider Approving Committee Appointments

Betty Voights, Executive Director

Ms. Voights said Judge Bray would like to appoint Frank Blagg to the Law Enforcement Education Committee (LEEC), which fills the last non-officer position on the committee. Judge Oakley asked if there were any other appointments to consider.

Hearing no other appointments, Judge Bray motioned to appoint Blagg to the LEEC. Mayor Hughson seconded the motion. It passed unanimously.

10. Staff Reports

Ms. Voights said Alzheimer's Awareness Day was approaching on September 21. She also noted that all the COGs are starting to get work from TxDOT; one project on their list is access management.

Judge Oakley mentioned House Bills 3697 and 3699 and how they impact counties and cities' ability to plat subdivisions or even know what is going to the subdivision. Other county officials agreed and thought it maybe it would be a discussion topic at a later meeting.

Ms. Voights noted CAPCOG had lost funding several years ago leading to the closure of 8 PSAPs and adoption of its PSAP policy, which has criteria like call volume requirements. At the time, a couple PSAPs chose to stay open and pay CAPCOG for 9-1-1 operations — Lago Vista is the last PSAP to be operating in this way. She explained that with CAPCOG installing all Next Generation 9-1-1 equipment in the PSAPs coupled with the operating and maintenance costs, Lago Vista will need to be charged to cover these costs if they want to continue operating a secondary PSAP, so she will be reaching out to them on this issue. Commissioner Long said it may be time to revisit the PSAP policy and raise the bar for adding a new PSAP in the region.

11. Adjourn

Judge Oakley Adjourned the meeting at 11:11 a.m.

Mayor Pro Tem Matt Backer, Secretary
Executive Committee
Capital Area Council of Governments

Date

EXECUTIVE COMMITTEE MEETING

MEETING DATE: October 11, 2023

AGENDA ITEM: #3 Consider Awarding Contract for Auditing and Tax Services

GENERAL DESCRIPTION OF ITEM:

CAPCOG conducted a competitive request for proposals (RFP) to solicit auditing and tax services covering fiscal years (FYs) 2023 – 2025, with options to extend for FY 2026 and 2027. A selection committee consisting of Judge James Oakley, Mayor Lew White, Mayor Jane Hughson, and CAPCOG’s Executive Director and Deputy Executive Director is recommending awarding the contract to Whitley Penn, LLP. CAPCOG also received proposals from Belt Harris Pechacek LLLP and Weaver and Tidwell, LLP. The attached memo explains the procurement process and provides a summary of the scores and costs. The contract will include auditing services for CAPCOG’s Annual Financial Report and preparation of the 990 form for the Capital Area Initiatives Foundation (CAIF).

Whitley Penn has served as the agency’s auditing firm for the last seven years, and has experience with several other councils of government as well, including the Houston-Galveston Area Council (H-GAC), the North Central Texas Council of Governments (NCTCOG), the Permian Basin Regional Planning Commission (PBRPC), and the Texoma Council of Governments. Lupe Garcia, who has served as Whitley Penn’s engagement partner for CAPCOG for the last seven years, will remain on the audit team, but for this contract, Richard Tovar will serve as Whitley Penn’s engagement partner. Richard has participated in audits of NCTCOG, PBRPC, Texoma COG, Burnet County, and Williamson County, among numerous other local government entities in Texas, and will be present at the meeting to answer any questions board members may have.

THIS ITEM REPRESENTS A:

- New issue, project, or purchase
- Routine, regularly scheduled item
- Follow-up to a previously discussed item
- Special item requested by board member
- Other

PRIMARY CONTACT/STAFF MEMBER: **Andrew Hoekzema, Deputy Executive Director**

BUDGETARY IMPACT:

Total estimated cost: FY’23 \$55,875, FY’24 \$57,300, FY’25 \$58,700, FY’26 \$60,200, FY’27 \$61,700

Source of Funds: Finance/Accounting Cost Pool

Is item already included in fiscal year budget?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Does item represent a new expenditure?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Does item represent a pass-through purchase?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

If so, for what city/county/etc.? n/a

PROCUREMENT: Request for Proposals

ACTION REQUESTED:

Award a three-year contract for audit and tax services to Whitley Penn LLP with the option to extend for two additional one-year periods.

BACK-UP DOCUMENTS ATTACHED:

1. Procurement memo
2. Whitley Penn LLP Auditing Services Proposal

BACK-UP DOCUMENTS NOT ATTACHED (to be sent prior to meeting or will be a handout at meeting): None



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BASTROP BLANCO BURNET CALDWELL FAYETTE HAYS LEE LLANO TRAVIS WILLIAMSON

MEMORANDUM

September 18, 2023

TO: Executive Committee

FROM: Andrew Hoekzema, Deputy Executive Director

RE: Procurement of Audit and Tax Services Contract

This memo summarizes the procurement process and recommendation for the proposed three-year auditing and tax contract with Whitley Penn LLP with two one-year options for renewal. The proposal selection committee consisted of Executive Director Betty Voights, current CAPCOG chair Judge James Oakley, former chair Mayor Jane Hughson, incoming chair Mayor Lew White, and myself. We received proposals from three firms:

1. Whitley Penn, LLP, who has served as CAPCOG's audit firm for the last seven years;
2. Weaver and Tidwell LLP; and
3. Belt Harris Pechacek, LLP, which served as CAPCOG's audit firm for six years for FYs 2010-2015.

Scores

The following table summarizes the average scores that each audit firm received.

Table 1. Auditing Proposal Score Summary

Scoring Criteria	Maximum	Belt Harris Pechacek LLLP	Weaver and Tidwell LLP	Whitley Penn LLP
Relevant Experience (Including experience working with COGs)	25.00	17.75	19.00	25.00
Availability of Staff, Professional Qualifications, and Technical Abilities	25.00	22.00	23.75	22.00
Work Plan	15.00	10.75	12.50	12.00
References	15.00	8.75	12.75	13.75
Results of External Quality Control Reviews	10.00	9.25	9.75	9.00
Price	10.00	9.25	7.25	6.00
Total	100.00	77.75	85.00	87.75

Based on the outcome of the scoring, the selection committee is recommending awarding the contract to Whitley Penn, LLP.

Cost Analysis

The annual costs that Whitley Penn proposed for this contract are listed below:

- FY 2023: \$55,875;
- FY 2024: \$57,300;
- FY 2025: \$58,700;
- FY 2026: \$60,200; and
- FY 2027: \$61,700.

These costs substantially higher than the \$37,930 CAPCOG paid Whitley Penn for auditing and tax services for FY 2022, and the \$39,000 they initially quoted CAPCOG for these services for in their initial proposal for the FY 2017 audit. However, we still believe the price to be reasonable in context.

- The average hourly rates Whitley Penn proposed ranged from \$214.90 in year 1 to \$237.31 in year 5.
- The rates for the other proposals ranged from \$182.54 - \$234.57.
- One proposal included their “standard rates” for comparison to the discount rates they offered, and that would have resulted in a \$317.59 average rate and a total cost of \$100,040 per year.
- Whitley Penn’s new proposal appears to have a higher share of more senior/more expensive staff involved in the audit, which should ensure audit quality.
- The consumer price index has gone up by 29% since Whitley Penn’s initial proposal in 2016.
- The cost escalations year over year are limited to 2.6%, even though inflation has exceeded that level in recent years.

Note on Audit Partner Rotation

While federal law requires periodic rotation of audit partners for auditing firms when auditing public companies, there is no such requirement for audits of public entities. However, it is still considered a best practice, and Whitley Penn has proposed a change in engagement partner. The principle of audit rotation is to help ensure that the auditor remains independent of the organization and to mitigate any risks associated with fraud or other wrongdoing. As a low-risk audit organization, this practice may not be as important as it might be for other organizations, but Whitley Penn’s proposal does include a change to the engagement partner, which will help achieve this goal and keep CAPCOG’s audits in line with industry best practices.



Capital Area Council of Governments

REQUEST FOR PROPOSALS FOR AUDITING SERVICES

September 1, 2023

Roger Tovar, CPA
3600 North Capital of Texas Highway
Building B, Suite 250
Austin, TX 78746
Roger.Tovar@whitleypenn.com
737-931-8200 (office)
325-718-9880 (mobile)



WE ARE AN INDEPENDENT MEMBER OF
THE GLOBAL ADVISORY
AND ACCOUNTING NETWORK



AICPA
GAQC Member

September 1, 2023



Andrew Hoekzema, Deputy Executive Director
6800 Burleson Road, Building 310, Suite 165
Austin, TX 78744

We are pleased to submit our qualifications in response to your Request for Proposals (RFP) for Auditing Services to objectively provide professional auditing services for the Capital Area Council of Governments (the "CAPCOG") for annual Single Agency audit for the next three to five years, covering fiscal years ending September 30, 2023 (FY 2023), September 30, 2024 (FY 2024), and September 30, 2025 (FY 2025), with contract renewal options for fiscal years ending September 30, 2026 (FY 2026), and September 30, 2027 (FY 2027). We believe our proposal demonstrates our resources, governmental auditing experience and philosophy of providing superior service to our clients.

We are staffed to handle this project with appropriate speed and will commit the resources necessary to assist the Finance Department staff in an efficient and effective manner in order to meet the deadline. Our audit plan includes communication with your staff, management and the Executive Committee on a year-round basis to maximize our value to CAPCOG.

Whitley Penn LLP ("Whitley Penn"), established in 1983, has become one of the region's most distinguished public accounting firms by providing exceptional service that reaches far beyond traditional accounting. Our firm is a regional and privately owned firm with more than 800 people in Austin, Dallas, Fort Worth (headquarters), Houston, Midland, Odessa, Plano, San Antonio, Texas and Hobbs, New Mexico. The firm has consistently received high marks for its practice and management. The success of the firm allows us to bring qualified and experienced personnel to this and all of our governmental engagements. With a dedicated Public Sector team, Whitley Penn is qualified and ready to provide the requested services.

Our Public Sector staff has extensive experience with governmental auditing and financial reporting, federal and state program auditing and compliance, and dealing with federal and state agencies overseeing a wide variety of grants. We bring more than 35 years of broad based experience in government auditing and federal compliance. Whitley Penn is also a member of the Government Audit Quality Center (GAQC) of the American Institute of Certified Public Accountants (AICPA). Our Public Sector staff attends required training in accordance with the Government Accountability Office (GAO) guidelines for federal auditing, agreed upon procedures, and performance audits, a total of 40 instructional hours annually.

We appreciate the opportunity to serve CAPCOG and we look forward to meeting with you and discussing further our service philosophy, approach, and methodology. We hope to partner with you in fulfilling your fiduciary responsibilities by providing you with the highest level of service to better equip you to meet the challenges of the future.

Sincerely,

A handwritten signature in blue ink that reads "Roger Tovar".

Roger Tovar, CPA

3600 North Capital of Texas Highway

Building B, Suite 250

Austin, TX 78746

Roger.Tovar@whitleypenn.com

737-931-8200 (office)

325-718-9880 (mobile)

Organizational/Professional Profile

Year-Round Resource for the CAPCOG

We see financial statement audit services as the first line of defense. Our goal is to not only be the CAPCOG's auditor for this engagement, but to become a year-round resource for the CAPCOG. We believe that if we partner with the CAPCOG to ensure it is in compliance with federal and state regulations, you can focus on what is most important. If awarded, the engagement work will be completed with teams staffed out of our Austin office.

About Whitley Penn

Whitley Penn is the 37th largest firm in the nation based on 2023 rankings in *Accounting Today*, 39th in the nation based on 2023 rankings in *INSIDE Public Accounting's* "Top 100 Firms", and one of the fastest growing firms in the nation. Founded in 1983, Whitley Penn is privately owned and has public sector auditing roots that stretch back into the early 1970's in Galveston, Harris and Fort Bend Counties. We currently serve as auditors for more than 100 governmental entities. Our partners have been recognized for their experience and have conducted seminars on various governmental accounting, auditing and financial reporting topics for the Texas Society of Certified Public Accountants (TXCPA), other CPA firms, the Texas Association of School Business Officials (TASBO) and the Government Finance Officers Association of Texas (GFOAT). We have a dedicated Public Sector group who solely work on governmental entities year round. Our partners hold the advanced single audit certificate issued by the American Institute of Certified Public Accountants (AICPA).

Our Public Sector Audit group includes four partners, seven managers, 11 senior associates, and a pool of more than 20 associates who are dedicated to serving our municipal clients. We specifically recruit, hire, and train for the public sector.

Primary Contact

Roger Tovar, CPA
Audit Partner
Roger.Tovar@whitleypenn.com
737-931-8200 (office)
325-718-9880 (mobile)
512.532.6665 (fax)

Physical and Mailing Address

Whitley Penn LLP
3600 North Capital of Texas Highway
Building B, Suite 250
Austin, TX 78746

Principals of the Firm

- Larry Autrey, Management Committee Member, Managing Partner & CEO
- Matthew Reiter, Management Committee Member, Partner-in-Charge of Audit
- Toby Cotton, Management Committee Member, Partner-in-Charge of Tax
- Nathen McEown, Management Committee Member, Partner-in-Charge of Consulting, Co-Chief Growth Officer

Organizational/Professional Profile

Peer Review Report



CliftonLarsonAllen LLP
CLAconnect.com

REPORT ON THE FIRM'S SYSTEM OF QUALITY CONTROL

To the Partners of Whitley Penn LLP
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Whitley Penn LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended April 30, 2021. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards* (including compliance audits under the Single Audit Act), audits of employee benefit plans, audits performed under the Federal Deposit Insurance Corporation Improvement Act (FDICIA), and an examination of a service organization (SOC 1 engagement).

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.



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Whitley Penn LLP
Page 2

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Whitley Penn LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended April 30, 2021, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Whitley Penn LLP has received a peer review rating of *pass*.

A handwritten signature in cursive script that reads 'CliftonLarsonAllen LLP'.

CliftonLarsonAllen LLP

Phoenix, Arizona
October 6, 2021

Relevant Experience

Work in the area of Texas municipalities is a significant focus of our firm's practice. Founded in 1983, Whitley Penn is privately owned and has public sector auditing roots that stretch back into the early 1970's in Galveston, Harris and Fort Bend Counties. We currently serve as auditors for more than 100 governmental entities. Our partners have been recognized for their experience and have conducted seminars on various governmental accounting, auditing and financial reporting topics for the Texas Society of Certified Public Accountants (TXCPA), other CPA firms, the Texas Association of School Business Officials (TASBO) and the Government Finance Officers Association of Texas (GFOAT). We have a dedicated Public Sector group who solely work on governmental entities year round. Our partners hold the advanced single audit certificate issued by the American Institute of Certified Public Accountants (AICPA).

Our Public Sector Audit group includes four partners, seven managers, 11 senior associates, and a pool of more than 20 associates who are dedicated to serving our municipal clients. We specifically recruit, hire, and train for the public sector.

Similar Prior Client Engagements

- Brazos Valley Solid Waste Management Agency - Financial Statement Audit
- City of Katy Development Authority - Financial Statement Audit, Federal Single Audit
- Emergency Communication District of Ector County - Financial Statement Audit
- Fort Bend County Drainage District - Financial Statement Audit
- Greenville Electric Utility Service (GEUS) - Audit and Consulting Services
- Gulf Coast Authority - Financial Statement Audit and Federal Single Audit
- Harris County Department of Education - Financial Statement Audit, Federal and State Single Audits
- Harris-Galveston Subsidence District - Financial Statement Audit
- La Porte Area Water Authority - Financial Statement Audit
- Texoma Council of Government - Financial Statement Audit, Agreed Upon Procedures, Federal and State Single Audits
- Houston-Galveston Area Council - Financial Statement Audit, Federal and State Single Audits
- Permian Basin Workforce Development Board - Financial Statement and Single Audit, federal and state Single Audit
- North Central Texas Council of Governments - Financial Statement Audit, Federal and State Single Audits
- Permian Basin Regional Planning Commission - Financial Statement Audit, Federal and State Single Audits



Roger Tovar, CPA

Engagement Partner

Office: 737-931-8200

Cell: 325-718-9880

Roger.Tovar@whitleypenn.com

Allocated Full-Time

PRACTICE

Audit Services - Public Sector
Licensed to Practice in the State of Texas

EDUCATION

BBA in Accounting from Angelo State University

SIMILAR ENTITIES SERVED:

- City of Abilene
- City of Aubrey
- City of Corinth
- City of Dripping Spring
- City of Georgetown
- City of Greenville
- City of Keller
- City of Kermit
- City of Killeen
- City of New Braunfels
- City of Plainview
- City of Snyder
- Burnet County
- Dawson County
- Ector County Utility District
- Emergency Communication District of Ector County
- Greenville Electric Utility System
- Hale County
- Hood County
- McCulloch County
- Mitchell County
- Nolan County
- North Central Texas Council of Governments
- Permian Basin Regional Planning Commission

Experience

- More than 16 years of experience in auditing and performing other attest engagements for various governmental entities, including counties, cities, school districts, other special-purpose governments, and nonprofit organizations, council of governments and other special purpose districts.
- Extensive knowledge of the Office of Management and Budget (OMB) requirements under Uniform Guidance and Texas Grant Management Standards.
- Performs audit tasks for government and nonprofit engagements including reviewing and testing transactions and internal controls, performing analytical procedures, and documenting audit results.
- Responsible for preparing, analyzing, maintaining, and reviewing financial statements, records and reports.

Professional & Civic Organizations

- Government Finance Officers Association (GFOA) Special Review Committee (SRC)
- American Institute of Certified Public Accountants (AICPA)
- Texas Society of Certified Public Accountants (TXCPA)

SIMILAR ENTITIES SERVED (continued):

- Permian Basin Workforce Development Board
- Taylor County
- Texoma Council of Governments
- Town of Pecos
- Williamson County



Guadalupe R. Garcia, CPA

Engagement Resource Partner

Office: 737-931-8200

Cell: 832-573-6825

Lupe.Garcia@whitleypenn.com

Allocated Full-Time



PRACTICE

Audit Services - Public Sector
Licensed to Practice in the State of Texas

EDUCATION

BBA in Finance from the University of Houston

SIMILAR ENTITIES SERVED:

- City of Aubrey
- City of Bellaire
- City of Buda
- City of Conroe
- City of Friendswood
- City of Fulshear
- City of Greenville
- City of Humble
- City of Hutto
- City of Jersey Village
- City of Katy
- City of La Porte
- City of Liberty Hill
- City of Manvel
- City of Missouri City
- City of North Richland Hills
- City of Oak Ridge North
- City of Pearland
- City of Richmond
- City of Round Rock
- City of Stafford
- City of Sugar Land
- Fort Bend County
- Greater Harris County 9-1-1 Emergency Network
- Greenspoint District
- Greenville Electric Utility System

Experience

- More than 16 years of experience auditing and performing other attest engagements for various governmental entities, including counties, cities, school districts, other special-purpose governments, and nonprofit organizations.
- Responsible for all aspects of the assurance process including planning, internal control evaluation, risk assessment, fieldwork, and report issuance and engagement closure.
- Earned the American Institute of Certified Public Accountants (AICPA) Single Audit Certificate.
- Assists in training staff in accordance with generally accepted accounting principles (GAAP), Generally Accepted Auditing Standards (GAAS), *Government Auditing Standards* (GAS) promulgated by the U.S. Government Accountability Office, and the Office of Management and Budget (OMB) requirements under Uniform Guidance.
- Responsible for the preparation and review of Annual Comprehensive Financial Reports (ACFR) that have been awarded the Certificate of Achievement for Excellence in Financial Reporting.

Professional & Civic Organizations

- American Institute of Certified Public Accountants (AICPA)
- Texas Society and Houston Chapter of Certified Public Accountants – Board Member (TXCPA)
- Texas Association of School Business Officials (TASBO)
- Government Finance Officers Association of Texas (GFOAT)
- Member of GFOA Special Review Committee
- Texas Higher Education Coordinating Board AFR Committee
- Texas Association of Community College Business Officials (TACCBO)



Celina Cereceres, CPA, CFE

Engagement Resource Partner

Public Sector Industry Group Leader

Office: 737-931-8200

Cell: 713-377-3667

Celina.Cereceres@whitleypenn.com

Allocated Full-Time



PRACTICE

Audit Services - Public Sector
Licensed to Practice in the State of Texas

EDUCATION

BA in Accounting from the University of Texas - El Paso

MS in Accounting from the University of Texas - El Paso

SIMILAR ENTITIES SERVED:

- City of Fulshear
- City of Iowa Colony
- City of Katy
- City of La Porte
- City of Pearland
- City of Stafford
- City of Sugar Land
- East Texas Council of Governments
- Galveston County
- Gulf Coast Authority
- Harris County Department of Education
- Houston-Galveston Area Council
- The Harris Center

Experience

- More than 22 years of audit public accounting experience focused on clients primarily in the following industries: nonprofit organizations, school districts, community colleges and other large governments administering large amounts of federal and state grant awards.
- Earned the American Institute of Certified Public Accountants' (AICPA) Advanced Single Audit Certificate.
- Responsible for training firm staff in accordance with Generally Accepted Auditing Standards (GAAS), and *Government Auditing Standards* (GAS).
- Extensive knowledge with the Office of Management and Budget (OMB) Uniform Guidance.
- Designated Audit Quality Partner for the AICPA's Government Audit Quality Center (GAQC).
- Responsible for providing CPE to both employees, clients, and industry professional organizations.

Professional & Civic Organizations

- Texas Education Agency/TASBO Advisory Committee (only CPA firm)
- Texas Society of Certified Public Accountants (TXCPA)
- Texas Association of School Business Officials (TASBO)
- American Institute of Certified Public Accountants (AICPA)
- TXCPA School District Conference Planning Committee
- TXCPA School District Conference Chair
- TASBO Accounting/Finance Research Committee
- Association of Certified Fraud Examiners (CFE)



Ailene Comple Makalintal, CPA, CFE

Senior Manager

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Cell: 956-533-7371

Ailene.Comple@whitleypenn.com

Allocated Full-Time



PRACTICE

Audit Services - Public Sector
Licensed to Practice in the State of Texas

EDUCATION

BS in Accounting from the University of Santo Tomas

MBA from the University of Texas - Pan American

SIMILAR ENTITIES SERVED:

- Capital Area Council of Governments
- City La Porte
- City of Beaumont
- City of Bellaire
- City of Fulshear
- City of Galveston
- City of Greenville, Texas
- City of Groves
- City of Humble
- City of Katy
- City of Missouri City
- City of Pearland
- City of Stafford
- City of Sugarland
- City of Texas City
- East Texas Council of Governments
- Galveston County Central Appraisal District
- Galveston County Consol. Drainage District
- Greenville Electric Utility System (GEUS)
- Guadalupe County

Experience

- More than 19 years of experience in general accounting and more than 12 years of experience providing audit services to various governmental entities, including counties, cities, school districts, other special-purpose governments and nonprofit organizations administering large amounts of federal and state grant awards.
- Earned the American Institute of Certified Public Accountants (AICPA) Advanced Single Audit Certificate.
- Responsible for all aspects of the assurance process including planning, internal control evaluation, risk assessment, fieldwork, report issuance, and engagement closure.
- Responsible for review of Annual Comprehensive Financial Report (ACFR) that have been awarded the Certificate of Achievement for Excellence in Financial Reporting.
- Certified Fraud Examiner (CFE).

Professional & Civic Organizations

- American Institute of Certified Public Accountants (AICPA)
- Texas Society of Certified Public Accountants (TXCPA)
- Association of Certified Fraud Examiners (ACFE)
- Houston Association of Certified Fraud Examiners

SIMILAR ENTITIES SERVED:

- Houston-Galveston Area Council
- Katy Development Authority
- Nacogdoches County
- North Central Texas Council of Governments
- Permian Basin Workforce Development Board



Joey Killion, CPA

Senior Associate

Office: 737-931-8200

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Allocated Full-Time

PRACTICE

Audit Services - Public Sector
Licensed to Practice in the State of Texas

EDUCATION

BA in Business Administration from
the University of Dallas

SIMILAR ENTITIES SERVED:

- City of Greenville
- City of Katy
- City of Liberty Hill
- City of North Richland Hills
- City of Round Rock
- City of Stafford
- City of Watauga
- East Fort Bend County
Development Authority
- East Texas Council of
Governments
- Fort Bend County
- Greater Harris County 911
Emergency Network
- Katy Development Authority
- Nacogdoches County
- The Harris Center for Mental
Health and IDD
- West Harris County Regional
Water Authority

Experience

- More than four years of experience in auditing governmental and nonprofit entities.
- Knowledge of the Office of Management and Budget (OMB) requirements under Uniform Guidance.
- Responsible for preparing, analyzing, maintaining and reviewing financial statements, records and reports.
- Performs audit tasks for government and nonprofit engagements including reviewing and testing transactions and internal controls performing analytical procedures, and documenting audit results.
- Assists clients in the preparation of financial statements.



Emily Landry, CPA

Tax Senior Manager

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Mobile: 817-705-2266

Emily.Landry@whitleypenn.com

Allocated Full-Time

PRACTICE

Tax Services

Licensed to Practice in the State of Texas

EDUCATION

BBA in Accounting from Texas Christian University

MS in Accounting from Texas Tech University

SIMILAR ENTITIES SERVED:

- Texas and Southwestern Cattle Raisers Association
- Harmony Public Schools
- Moncrief Cancer Foundation

Experience

- More than nine years of tax public accounting experience focused on tax planning and consulting.
- Experience focuses on public and private clients primarily in the nonprofit and real estate industries.
- Tax manager in charge of approximately 160 nonprofit tax engagements annually.
- AICPA Not-for-Profit Certificate II designation.
- UT Dallas Executive Certificate in Nonprofit Governance.
- Recipient of the TXCPA Rising Star and TXCPA Distinguished Service Awards.

Professional & Civic Organizations

- Texas Society of Certified Public Accountants (TXCPA) - Nonprofit Organization Committee Member
- American Institute of Certified Public Accountants (AICPA)

Work Plan

Service Approach and Methodology

Our firm thoroughly understands the nature of the work to be performed and has developed programs of procedures designed specifically for these engagements. In addition to the heavy involvement of our partners and managers, our staff will have some familiarity with CAPCOG's general operating environment due to their ongoing involvement with other school district clients. A brief overview of the different phases or segments of our audit process is as follows:

The Planning and Risk Assessment Phase

Prior to any fieldwork being performed, strategic planning sessions are held both internally and with CAPCOG's staff to identify key audit and operational issues and to establish communications with appropriate firm and CAPCOG staff and relevant third parties, as well as to determine timing and individual responsibility schedules. Additionally, the audit team will gain an understanding of CAPCOG's controls and operations surrounding financial activity and develop a plan of action or risk assessment for auditing key areas and account balances.

Fieldwork

Our audit programs for CAPCOG will include procedures related to the review and evaluation of internal administrative and accounting control noted above as well as the determination of compliance with finance related legal issues, the evaluation of errors and fraud, statistical sampling and analytical procedures designed to determine reasonableness of costs that can lead toward evaluating efficiency and effectiveness in administrative operations. Throughout the fieldwork process, our partners and staff remain in constant contact and communication with CAPCOG's management personnel. When questions or concerns arise in the course of our work, we take steps to ensure critical information is passed on to the proper level of management through weekly meetings and discussions.

Report Issuance and Closure: Providing a Plan of Action

Report issuance and exit conferences of an audit are often the most critical stages of our process because it is in this phase that most external communications are discussed. The results of our audit will be reviewed with the appropriate level of management, to include the Executive Committee and executive levels of staff, prior to the issuance of a report on internal controls and compliance matters. This review of findings and proposed recommendations with management will lead to a plan of action for CAPCOG management to make any needed improvements in a manner that is not only theoretically, but practically sound. We find this method of exiting the audit process brings the most value to our school district clients. We will work with your financial management team in the process of building Center's Annual Financial Reports (AFR), to eliminate any unknowns in the financial statement presentation process.

What about Sample Sizes and Audit Sampling?

Because it would not be cost effective to test 100 percent of items within an account balance or class of transactions for the purpose of evaluating some characteristic of the balance or class in our tests of controls and compliance with laws and regulations, we sample. In the course of an audit, we will apply sampling techniques in our substantive testing of account balances and transaction classes if the application of such techniques is deemed more effective and efficient.

The sample sizes and the extent of the use of samples depends on various factors including population size and the inherent risks associated with the account, transaction class, controls, or compliance features. In the planning and fieldwork stages of the audit, we will thoroughly discuss the population sizes, and the risk factors associated with significant financial statement accounts with appropriate financial management personnel. These discussions will include a methodology for selecting a sample as well as an approach for gathering the sample that will be the least intrusive to ongoing financial operations of CAPCOG.

Work Plan

Service Approach and Methodology (continued)

Will we use EDP Software in the Engagement?

We utilize CCH's ProSystem fx Engagement, a fully integrated software for trial balances, audit work papers and reporting functions. In fact, all of our audit documentation is maintained through the use of "paperless" working paper software. We will request that CAPCOG's staff electronically download certain data from CAPCOG's financial management information system for evaluation during the planning and fieldwork phases of the audit. The District, if acceptable, can also provide us with read-only access to CAPCOG's software. We can look up transactions ourselves and reduce the time spend on questions by your team. Our approach to this area is designed to be non-invasive and to reduce the amount of time spent by both our staff and District employees.

Tests of Compliance with Laws and Regulations

This is a type of audit test that is used to determine general statutory compliance and compliance with agreements with state and federal agencies for services provided to eligible recipients. The purpose of tests of compliance with laws and regulations is to determine whether there have been instances of noncompliance that may have a material effect on the financial statements or to provide a basis of reporting on CAPCOG's compliance with such laws and regulations. As a result, tests of compliance with laws and regulations are substantive tests accomplished by examining supporting documentation. In a single audit, this type of audit test is frequently applied using audit sampling. We will select a sample of revenue or expenditure transactions and inspect supporting documentation to determine compliance with relevant laws and regulations; e.g., we would select a sample of program expenditures and inspect documentation to determine whether expenditures charged to a federal award were for activities allowed. We find the most efficient approach is usually to conduct these tests simultaneously with substantive tests of transactions; e.g., concurrently with selecting samples of cash receipts or disbursements to test recording accuracy.

Have We Identified Potential Audit Problems?

Our approach to difficult audit issues is immediate communication at the appropriate level of management to include, as appropriate, the Executive Committee and Management. We propose scheduled periodic meetings with CAPCOG's management personnel to stay abreast with issues that CAPCOG is facing. As part of our service commitment, we welcome any questions during the year.

Type and Extent of Analytical Procedures

Our firm uses analytical procedures in audit planning and fieldwork to:

- Enhance our understanding of CAPCOG's operations and the transactions and events that have occurred since the last audit date.
- Identify areas that may represent specific risks relevant to the audit.
- Provide substantive support for financial information included in the financial reports.

Comparisons of account balances between accounting periods are made and ratio and trend analyses performed to improve our understanding of the client and its operations and possibly identify critical audit areas. For instance, comparing general and special revenue fund expenditures by function and revenue by source for the past five years provides an understanding of CAPCOG's operations and may identify a revenue source that requires increased attention in the current audit.

Our preliminary analytical procedures may include a comparison of current account balances in the working trial balance to similar amounts in the prior annual period's financial statements and the current period's budget. However, we feel a thoughtful consideration of expected relationships among account balances and periods by our experienced auditors is far more important than a mechanical comparison. We will not only consider these relationships but compare these based on our knowledge of and experience with similar governmental entities and their operations.

Work Plan

Service Approach and Methodology (continued)

Type and Extent of Analytical Procedures (continued)

In some cases, analytical procedures can be more effective and efficient than tests of details for achieving particular substantive testing objectives. Normally, analytical procedures call attention to unexpected relationships in financial statement balances. This can be an efficient means of identifying potential misstatements or misclassifications. The appropriate mixture of analytical procedures and tests of details is a matter of professional judgment concerning the expected efficiency and effectiveness of analytical procedures in identifying potential misstatements.

Analytical procedures may be used to identify individually significant items or to identify populations that need to be sampled. In the payroll area, an effective analytical test is to compare current expenditures to the prior period actual and current budget by department and relate to the number of employees by department. In this manner, the auditor may eliminate the need to sample or reduce the population of payroll expenditures considered necessary to sample by confining sampling to departments with significant fluctuations.

Analytical procedures are also applied as an overall review of the financial information in the final stage of the audit. These procedures are designed to assist our staff in assessing the propriety of conclusions reached and in the evaluation of the overall financial statement presentation. While the selected procedures will vary on the circumstances, they will always focus on overall relationships within the financial statements and consider the following matters:

- The adequacy of evidence gathered in response to unusual or unexpected balances identified by analytical procedures applied in the planning stage of the audit.
- Unusual or unexpected balances or relationships not previously identified.

Determining Laws and Regulations Subject to Audit Test Work

We will design our audit to provide reasonable assurance that CAPCOG's financial statements are free of material misstatements resulting from violations of laws and regulations that have a direct and material effect on the determination of financial statement amounts. From the planning phase of the audit, we will seek to obtain an understanding of the possible effects of such laws and regulations on CAPCOG's financial statements.

Financial Audit Engagement - General Scope Considerations

We will work closely with the Executive Committee and Management in addressing the scope of the audit, the overall audit philosophy, and our observations and recommendations relating to CAPCOG's financial operations. We understand the scope of the work requested is an audit of the basic financial statements and required supplementary information in accordance with generally accepted auditing standards (GAAS), as well as *Government Auditing Standards* (Yellow Book), issued by the Comptroller General of the United States, the provisions of the Office of Management and Budget (OMB) Uniform Guidance (i.e. EDGAR) under 2 CFR 200, and Texas Grant Management Standards.

A. Evaluation of Internal Control Structure

The management of CAPCOG is responsible for establishing and maintaining an internal control structure. The objectives of an internal control structure are to provide management with reasonable, but not absolute assurance that assets are safeguarded against loss, unauthorized use or disposition. In addition, internal controls provide reasonable assurance that transactions are executed in accordance with management's authorizations and recorded properly to permit the preparation of basic financial statements in accordance with generally accepted accounting principles.

Work Plan

Service Approach and Methodology (continued)

A. Evaluation of Internal Control Structure

In planning and performing our audit we will consider the internal control structure in order to determine our auditing procedures for the purpose of expressing our opinion on CAPCOG's basic financial statements and not to provide assurance on the internal control structure. We will obtain an understanding of the design of the relevant policies and procedures for the significant areas of the audit and whether they have been placed in operation as well as assess control risk.

Tests of controls may be performed to test the effectiveness of certain policies and procedures which we consider relevant to preventing and detecting errors and irregularities material to the basic financial statements, and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters which have a direct and material effect on the basic financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on the internal control structure policies and procedures and, accordingly, no opinion will be expressed.

We will inform CAPCOG of any matters involving internal control structure and its operations which we consider to be significant deficiencies under standards established by the AICPA. A significant deficiency is a control deficiency, or combination of control deficiencies, that adversely affects the entity's ability to initiate, authorize, record, process, or report financial data reliably in accordance with generally accepted accounting principles such that there is more than a remote likelihood that a misstatement of the entity's financial statements that is more than inconsequential will not be prevented or detected by the entity's internal control.

Compliance with laws, regulations, contracts and grant agreements applicable to CAPCOG is the responsibility of management. As part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of CAPCOG's compliance with certain provisions of laws, regulations, contracts and grants. However, the objective of our audit will not be to provide an opinion on overall compliance with such provisions, and we will not express such an opinion.

B. Substantive Test Work on Account Balances

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories and direct confirmations of receivables, cash, notes and certain other assets and liabilities by correspondence with selected individuals, creditors and financial institutions. Areas which would be covered in our tests would include material accounts in the general ledger such as cash, investments, receivables, taxes, proprietary fund revenues, fixed assets, accounts payable, payroll liabilities, fund balances, and various other revenue and expenditure accounts. We will also request written representations from your attorneys as part of the scope of the work. At the conclusion of our audit, we will also request certain written representations from CAPCOG about the financial statements and related matters.

Our audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. Also, we will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatements. However, because of the concept of reasonable assurance and because we will not perform a detailed examination of all transactions, there is a risk that material errors, irregularities, or illegal acts, including fraud or defalcations, may exist and not be detected by us.

Work Plan

Service Approach and Methodology (continued).

B. Substantive Test Work on Account Balances

We will inform you, however, of any matters of that nature which come to our attention, unless they are clearly inconsequential. Additional work requested or performed related to fraud, errors, irregularities or illegal acts would be above the scope of the audit and would be subject to further discussions with management. Our responsibility as auditors is limited to the period covered by our audit and does not extend to matters that might arise during any later periods for which we are not engaged as auditors.

We anticipate that CAPCOG employees will prepare all cash and other confirmations and will locate supporting documentation such as invoices, deposits, and other supporting documentation for items selected by us for testing. Account analysis schedules such as the reconciliation of bank statements, investments schedules, capital asset and depreciation schedules, listing of accounts payable at year-end, etc., will be prepared by CAPCOG.

C. Preparation of the Annual Financial Report (AFR)

We will assist management by reviewing the Annual Financial Report especially as it relates to the implementation of any recommendations provided by the Government Finance Officers Association (GFOA) and or in the implementation of new standards promulgated by the Governmental Accounting Standards Board (GASB). We will also assist the Committee financial personnel in the preparation and filing of the SF-SAC Data Collection Form.

D. Periodic Staff Meetings

As part of our annual commitment to CAPCOG, senior level firm personnel will be available to meet with CAPCOG staff, the Executive Committee, periodically during the audit and throughout the year to discuss financial reporting and audit matters. It is our policy to make our partners and managers available throughout the year to CAPCOG Executive Committee and Management. We would contemplate receiving specific direction as to CAPCOG and firm staff involvement in planning sessions with management prior to beginning our work.

Independence

As auditors, we have a responsibility to maintain independence so that our opinions, conclusions, judgments, and recommendations will be impartial and will be viewed as impartial by knowledgeable third parties. With this responsibility in mind, we confirm that Whitley Penn is independent of CAPCOG, including direct and indirect financial interest, as well as relationships of the proposed audit team to employees and Executive Committee, as defined by both auditing standards generally accepted in the United States of America and *Government Auditing Standards* issued by the Government Accountability Office (GAO).

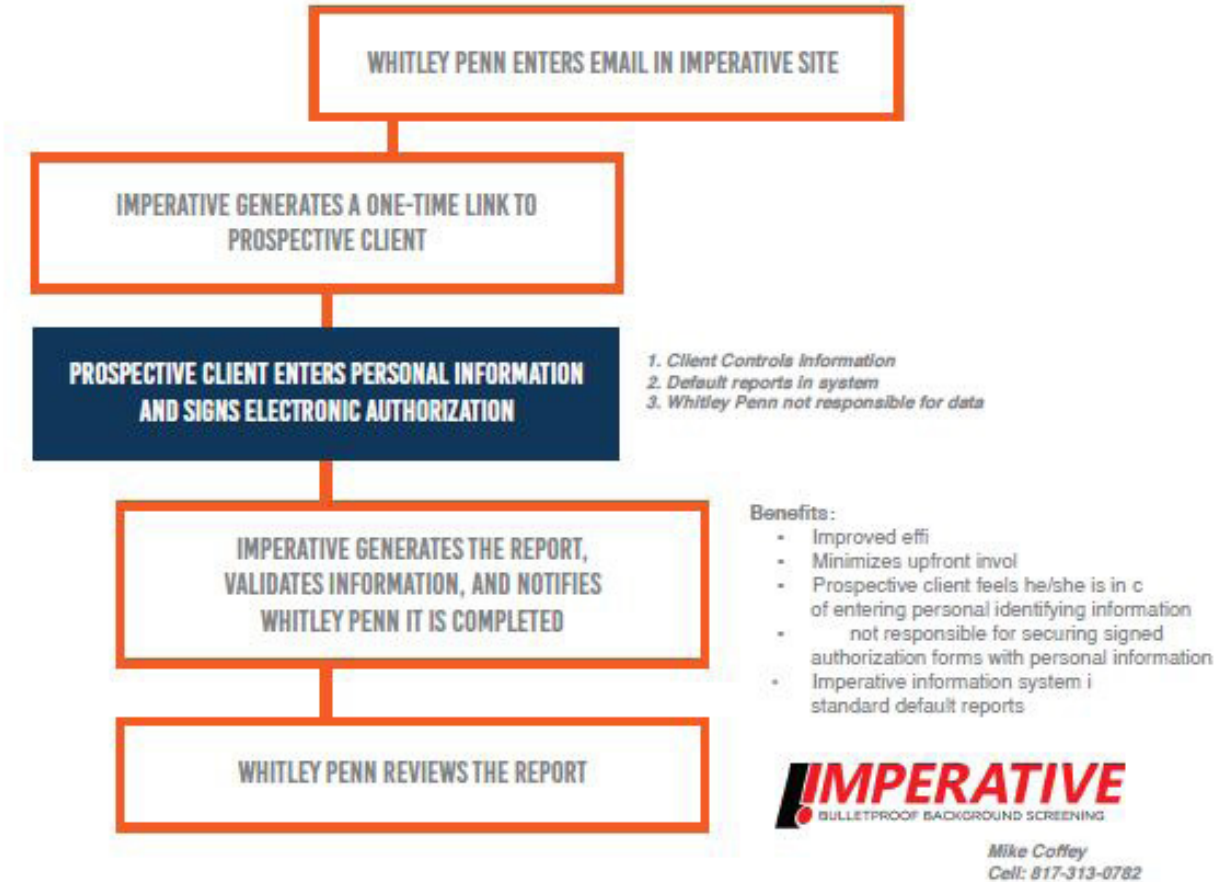
Client Acceptance Procedures

As part of our client acceptance procedures, we will contact your predecessor auditor to review their fiscal year 2022 audit workpapers. An illustration of the process is included below for your review. In addition, the firm requires a background check for the individuals signing the management representation letter. This typically includes those individuals taking responsibility for the financial statements. An illustration of the process is included below for your review. The status of the background check is then received by Whitley Penn for review and acceptance.

Work Plan

Service Approach and Methodology (continued)
 Client Acceptance Procedures (continued)

AUDIT CLIENT ACCEPTANCE DUE DILIGENCE PROCESS



Proposed Summary Timing Schedule

Below is our proposed summary timing schedule for the services requested in accordance with CAPCOG’s request. We will establish detailed arrangements with CAPCOG’s management to formulate and complete the specific timing requirements detailed in the RFP. We understand that we will be expected to review the detailed audit work plan and schedule with management prior to commencing the audit assignment each year.

Action	Date
Planning Meeting	January 2024
On-site Fieldwork	February 2024
Issue Financial Statements	March 2024
Audit Report Presentation	April 2024

We believe weekly status meetings as well as exit conferences at conclusion of each stage of fieldwork are very important to every audit. Based on the Board’s preference, we will be available to meet in person or virtually for each of these meetings.

Work Plan, References & Results of External Quality Control Reviews

Service Approach and Methodology (continued)

References

Whitley Penn has tremendous experience in providing professional services for public sector entities. Below, we have listed current and past clients who have received the services requested by CAPCOG. This listing of clients is for the use of CAPCOG only in evaluating our proposal and is not to be used for any other purpose.

PROPRIETARY AND CONFIDENTIAL – NOT FOR PUBLIC DISTRIBUTION

Client	Contact Person	Dates	Lead Professional	Services Provided
North Central Texas Council of Governments [^]	Monte Mercer Deputy Executive Director 817.695.9121 MMercer@NCTCOG.org	2018 - Current	Roger Tovar	Auditing and Consulting Services (incl. Federal and State Single Audit)
Austin Independent School District	Alexia Rogers, CPA, RTSBA Assistant Superintendent of Business and Finance 281.985.6252 agrogers@aldineisd.org	2018 - Current	Lupe Garcia	Audit and related services
Texoma Council of Governments	Eric Bridges Executive Director 903.893.2161 ebridges@texoma.cog.tx.us	2022 - Current	Roger Tovar	Auditing and Consulting Services (incl. Federal and State Single Audit)

[^]The entity receives the GFOA's Certificate of Achievement for Excellence in Financial Reporting.

Additional references for counties, school districts, municipalities, and special governmental units from around the state are available upon request. Additional references for counties, school districts, municipalities, and special governmental units from around the state are available upon request.

Peer Review Report

Our firm has completed a peer review performed by a selected firm in accordance with the American Institute of Certified Public Accountants' (AICPA) Securities Exchange Commissions (SEC) Practice Section requirements. This peer review covered the year ended April 30, 2021, and resulted in a rating of pass (unmodified). The review included engagements performed under the *Government Auditing Standards*. We perform our internal inspections annually as required by program requirements. The frequency of peer reviews is every third year. Whitley Penn has been a member of the AICPA's Governmental Audit Quality Center (GAQC) for more than 14 years. The results of this report can be found on page 4 of this proposal.

Price

	Hours	Standard Hourly Rate	Proposed Rate	Proposed Fee
Partner	35	\$490	\$300	\$10,500
Manager	50	\$340	\$250	\$12,500
Senior Associate	90	\$285	\$200	\$18,000
Associate	85	\$200	\$175	\$14,875
Total	260			\$55,875

Fiscal Year	Financial Statement Audit
2023	\$55,875
2024	\$57,300
2025	\$58,700
2026	\$60,200
2027	\$61,700

Our plan for service includes 260 total hours of time commitment by our partners, managers, and professional staff. We feel that this time commitment will benefit CAPCOG by allowing our firm to provide the highest levels of service by the most efficient means available. This approach should be a clear indication of our desire to fully serve CAPCOG through the creation of professional relationships with management and staff.

Attachments

CERTIFICATION OF COMPLIANCE WITH SMALL, DISADVANTAGED, MINORITY, WOMEN-OWNED, AND HISTORICALLY UNDERUTILIZED BUSINESS POLICY

The undersigned certifies on behalf of the Contractor or Subcontractor that he or she has read Article VI of CAPCOG's Procurement Policy, "Small, Disadvantaged, Minority, Women-Owned and Historically Underutilized Businesses: Federal Assistance or Contract Procurement Requirements," a copy of which is attached to this Exhibit. In addition, the Contractor or Subcontractor agrees to make and demonstrate a good faith effort to include small and minority businesses, women's business enterprises, and labor surplus area firms' participation under a contract in accordance with federal procurements requirements of 2 CFR §200.321. A good faith effort must include the following affirmative steps:

- 1) Placing qualified small and minority businesses and women's business enterprises on solicitation list;
- 2) Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
- 3) Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- 5) Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. comply with that policy if it procures goods or services with funds made available under this contract.

Contractor or Subcontractor

By  _____

Name and Title

Date _____

CAPCOG'S AFFIRMATIVE ACTION PROCUREMENT POLICY

Small, Disadvantaged, Minority, Women-owned and Historically Underutilized Businesses: Federal Assistance or Contract Procurement Requirements

PART A: POLICIES

6-101 Policy Statement:

It shall be the policy of CAPCOG to assist small, DBE, MBE, women-owned businesses and HUBs in learning how to do business with CAPCOG. It shall be the further policy of CAPCOG that these sources shall have the maximum feasible opportunity to compete.

6-102 Bidder/Offeror Statement:

Every solicitation for procurement must require that each bidder or offeror include a statement that the bidder or offeror will comply with this Policy.

6-103 To ensure that CAPCOG's policy to assure that small, MBEs, DBEs, women-owned businesses, and HUBs are utilized, CAPCOG and its contractors and subcontractors should take the following affirmative steps:

1. Include qualified small, MBEs, DBEs, women-owned businesses, and HUBs on the Bidders' List. State lists may be utilized to locate such businesses by contacting the General Services Commission;
2. Assure that small, MBEs, DBEs, women-owned businesses, and HUBs are solicited whenever they may be potential sources. In this regard, CAPCOG should investigate new sources and advertise when feasible in minority publications;
3. When economically feasible, and where not in contravention of competitive bidding requirements, CAPCOG should divide the total requirements into smaller tasks or quantities so as to permit maximum small, MBE, DBE, women-owned businesses and HUB participation;
4. Use the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the Department of Commerce, the Minority Business Development Agency in the Department of Labor, the Texas General Services Commission and other similar agencies for locating such businesses;
5. Require that prime contractors take affirmative and meaningful steps towards retaining small, MBE, DBE, women-owned businesses and HUB subcontractors;
6. Procure goods and services from labor surplus areas;
7. If feasible, establish delivery schedules that encourage small, MBEs, DBEs, women-owned businesses, and HUBs to participate; and,
8. Advertise, at least annually, in a newspaper of general circulation for small, MBEs, DBEs, women-owned businesses and HUBs to be added to the Bidders' List.

6-104 For such affirmative steps to be meaningful, CAPCOG should review all solicitations, offers and bids to confirm that such affirmative action steps have been taken. In addition, steps should be

taken to ensure that once a contract is awarded to a small, MBE, DBE, women-owned business, and/or HUB, or that the award is given to a contractor with such a subcontractor, that such business is retained during the entire performance of the contract.

- 6-105 Failure of a contractor to take meaningful affirmative steps at soliciting and retaining small, MBEs, DBEs, women-owned businesses and HUBs may be considered as a factor in evaluating future bids under non-compliance with public policies; however, this factor may not be a consideration in procurements involving purely state or local funds as Texas law requires awards to be made to the lowest responsible bidder.
- 6-106 For procurements costing more than \$3,500 but less than \$50,000 the Division Director shall contact at least two HUBs on a rotating basis, based on information provided by the Texas General Services Commission. If the list fails to identify a historically underutilized business in the area, the CAPCOG is exempt from this section.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR LOWER-TIER COVERED TRANSACTIONS

Instructions for Certification

1. By signing and submitting this Certification, the lower-tier participant (the "Contractor" or "Subcontractor") is providing the certification set out below.
2. This certification is a material representation of fact upon which reliance was placed when the contract was signed. If it is later determined that the Contractor or Subcontractor 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 all available remedies, including suspension and/or debarment.
3. The Contractor or Subcontractor shall provide immediate written notice to CAPCOG if at any time the Contractor or Subcontractor learns that its certification was erroneous when signed or has become erroneous because of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower-tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this Certification, have the meanings set out in the Definitions and Coverages sections of regulations implementing Executive Order 12549. You may contact CAPCOG for assistance in obtaining a copy of those regulations.
5. The Contractor or Subcontractor agrees not to knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participating in this contract, unless authorized by the department or agency with which this transaction originated.
6. The Contractor or Subcontractor also agrees to include this Certification without modification in all lower-tier covered transactions and solicitations for lower-tier covered transactions.
7. The Contractor or Subcontractor may rely upon the certification of a prospective participant in a lower-tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. The Contractor or Subcontractor may decide the method and frequency by which it determines the eligibility of its principals. The Contractor or Subcontractor may, but is not required to, check the Nonprocurement List.
8. Paragraph 7 does not require establishment of a system of records in order to render in good faith the required Certification. The knowledge and information of the Contractor

or Subcontractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5, if the Contractor or Subcontractor knowingly enters into a lower-tier covered transaction with a person who is debarred, suspended, ineligible, or voluntarily excluded from participating in this contract, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue any available remedies, including suspension and/or debarment.

Certification

The Contractor or Subcontractor certifies, by participating in this contract, that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency.

If the Contractor or Subcontractor is unable to certify to any of the statements in this Certification, the Contractor or Subcontractor shall furnish CAPCOG a written explanation of its inability.

Contractor or Subcontractor

By  _____

Name and Title

Date _____


CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

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 for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee or a member of Congress in connection with the award of any federal contract, the making of any federal grant or loan, the entering into of any cooperative agreement, or 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 influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit to CAPCOG Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- The undersigned shall require that this Certification be included in all subcontracts under this contract, and that all subcontractors sign and submit to CAPCOG the Certification.

Contractor or Subcontractor

By  _____

Name and Title

Date _____

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p> 	Date Received	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="margin-left: 40px;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center; margin-left: 100px;">_____</p> <p style="text-align: center; margin-left: 100px;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 40px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 40px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <p style="margin-left: 40px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>		
<p>4</p> <div style="display: flex; justify-content: space-between; align-items: flex-end; margin-top: 20px;"> <div style="width: 45%;"> <p style="text-align: center; margin-left: 50px;">_____</p> <p style="text-align: center; margin-left: 50px;">Signature of vendor doing business with the governmental entity</p> </div> <div style="width: 45%;"> <p style="text-align: center; margin-left: 50px;">_____</p> <p style="text-align: center; margin-left: 50px;">Date</p> </div> </div>		

Adopted 8/7/2015

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

Certificate Number:
 2023-1067033

Date Filed:
 09/01/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Whitley Penn LLP
 Fort Worth , TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 Capital Area Council of Governments

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 RFP-Audit
 Auditing Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Autrey , Larry	Fort Worth , TX United States	X	
	Cotton , Toby	Fort Worth, TX United States	X	
	Reiter , Matthew	Plano , TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

EXECUTIVE COMMITTEE MEETING

MEETING DATE: October 11, 2023

AGENDA ITEM: #4 Consider Adopting the 2023 CAPCOG Threat and Hazard Identification and Risk Assessment (THIRA) and Stakeholder Preparedness Review (SPR)

GENERAL DESCRIPTION OF ITEM:

Every year, the Homeland Security staff, Regional Planning Subcommittee, and regional stakeholders review and revise the CAPCOG *Threat and Hazard Identification and Risk Assessment (THIRA)* and the *Stakeholder Preparedness Review (SPR)*. The CAPCOG THIRA is a three-step risk assessment process used to identify specific risks and hazards that may impact communities in our region. The CAPCOG THIRA assessment includes targeted capabilities our communities should have or need to address those risks and hazards.

The outputs from the 2023 CAPCOG THIRA process are used in examining capability gaps for the 2023 CAPCOG SPR. These identified gaps, along with the FEMA designated investment areas, are used in the creation of applications for the State Homeland Security Grant Program (SHSP) and other relevant project discussions. Prior to submission for Executive Committee Review, the 2023 CAPCOG THIRA and SPR will have been vetted and approved by the Homeland Security Task Force during their October 5, 2023, meeting.

This year's planning efforts continued as a combination of virtual and small group meetings that were conducted around the region.

THIS ITEM REPRESENTS A:

- New issue, project, or purchase
- Routine, regularly scheduled item
- Follow-up to previously discussed item
- Special item requested by board member
- Other

PRIMARY CONTACT/STAFF MEMBER: **Dee Harrison, Homeland Security Program Manager**

BUDGETARY IMPACT:

Total estimated cost: N/A

Source of Funds: N/A

Is item already included in fiscal year budget? Yes No

Does item represent a new expenditure? Yes No

Does item represent a pass-through purchase? Yes No

If so, for what city/county/etc.? _____

PROCUREMENT: N/A

ACTION REQUESTED:

Consider adopting the 2023 CAPCOG Threat and Hazard Identification and Risk Assessment (THIRA) and the 2023 CAPCOG Stakeholder Preparedness Review (SPR).

BACK-UP DOCUMENTS ATTACHED:

CAPCOG 2023 THIRA and SPR Summary of Updates

BACK-UP DOCUMENTS NOT ATTACHED *(to be sent prior to meeting or will be a handout at the meeting):*

1. 2023 CAPCOG Threat and Hazard Identification and Risk Analysis (THIRA).
2. 2023 CAPCOG Stakeholder Preparedness Review (SPR).

2023 CAPCOG THIRA & SPR Summary

CAPCOG Threat and Hazard Identification and Risk Assessment (THIRA)

Document Purpose: The CAPCOG THIRA is designed to capture information on which threats/hazards are most likely or most impactful for the region. It creates context through “worst case” scenarios that predict potential impacts and are used to help determine Capability targets for the 32 Core Capabilities established by FEMA (see attachment). This document is submitted annually to the Texas Office of Homeland Security by November 30th.

Document Summary: The first half of the THIRA document establishes scenarios upon which the region builds the overarching Core Capability goals. There are six total scenarios in the THIRA to add context to the capability targets. These include, in no particular order:

- Hazardous Material (HAZMAT) Chemical Release
- Flooding
- Wildland Fire/Asymmetric Attack/Pyroterrorism
- Cybersecurity Attack
- Pandemic (Highly Pathogenic Infectious Disease)
- Severe/Extreme Winter Weather ~~(added in 2021)~~

The addition of the Severe/Extreme Winter Weather scenario, as well as updates to the Pandemic scenario that are based on the COVID-19 Pandemic, helped capture a shift in focus towards critical infrastructure and supply-chain threats, long-term vulnerability reduction and recovery, and enhanced operational coordination.

In 2023, no drastic changes were made to the THIRA document. Feedback from the Texas Office of Homeland Security for the 2022 THIRA document focused on [questions about the context and source summaries for various Core Capabilities, including estimation of People with Access and Functional Needs \(PAFN\) numbers for the region](#) ~~the validation of the estimated impacts under the Hazardous Material incident scenario. The updates to the 2023 THIRA incorporated addressing these questions throughout the document, as well as adjusting/validating the impact estimates attached to the Flooding scenario that was the focus for this THIRA revision cycle.~~ This type of validation is part of the regular planning cycle for the THIRA and allows for more realistic estimations of both the hazard impacts on the region and the level of capability needed to respond to the hazard. ~~In response to last year’s feedback, the focus of the 2022 THIRA revisions was on the HAZMAT scenario; other scenarios will be part of the 2023 planning cycle. An updated modeling of the potential scenario was completed in partnership with HAZMAT experts in Austin, and the numbers have been updated. As the long-term goal is to update and validate each of the scenarios, each year will see a focus on one scenario.~~

The other changes in the document center around the general update of core capability context. This includes demographic changes in the region, general shifts in resource and staffing, and an update of incidents which occurred within the region or state that may impact the capability or provide better context for capability prioritization.

Overall, the target core capabilities did not change [significantly](#) from the last THIRA.

CAPCOG Stakeholder Preparedness Review (SPR)

Document Purpose: The SPR builds on the THIRA to estimate where the region stands in relation to the 32 Core Capability goals established in the THIRA. This document establishes a narrative on what has occurred in the last year to affect core capabilities, targets, and the region as whole, then captures capability-specific areas for improvement within POETE Charts (Planning, Organization, Equipment, Training, and Exercise). These areas for improvement/POETE chart goals come from input across jurisdictions, including Hazard Mitigation Plans, incident and exercise After-Action Reports and Improvement Plans, and other strategic plans. This document is submitted annually to the Texas Office of Homeland Security by November 30th.

Document Summary: The 20232 SPR adjusted the general capability gaps within the region to mirror the updates in the THIRA, as well as activity-specific projects or goals to strive towards to address these gaps, according to the appropriate POETE element. The 2023 calendar year saw a re-focusing of efforts towards As 2022 marked a significant shift away from COVID-19 restrictions on activities and allowed for jurisdictions to refocus on general emergency management planning and activities, including training and outreach. the POETE charts reflect an increase in overall training, outreach, and planning initiatives. The emphasis on public health/pandemic planning has waned significantly, and many jurisdictions are prioritizing mass care, evacuation, and special events management and logistics.

Several recent incidents within the region and state also impacted the general focus and priorities within the region. These include, but are not limited to:

- The extreme heat and drought conditions across the state, which impacted general fire conditions and threatened critical water supply and power systems.
- Fire, flood, and ~~toradic~~ winter weather activity within the region.
- Ongoing/Continuing concerns for cybersecurity issues and capabilities.
- Continuing repercussions/legislation related to Recent mass casualty/fatality incidents, including the Uvalde, Texas school shooting.
- Large-scale debris and infrastructure damages due to extreme winter weather.

Overall, the CAPCOG region has worked to reevaluate the efficacy of current response plans, long-term community and infrastructure resiliency, and the availability and coordination of regional or local assets in support of a variety of response and recovery needs. Hazard Mitigation Planning and Continuity ~~of Operations~~ for critical infrastructure has become a priority. This includes continued work on interoperable communications and cybersecurity protocols and systems within the region. A concentrated effort to reevaluate Regional Response Plans and ~~the~~ Mutual Aid Agreements at the regional and local level was also initiated and will be continued into 20234.

The document concludes with the identification of Core Capabilities to sustain or grow in the next year. These are:

Sustain in 20243	Build in 20243
<ul style="list-style-type: none"> • Operational Coordination • Interdiction and Disruption • Planning • Public Information & Warning (added) 	<ul style="list-style-type: none"> • Cybersecurity • Intelligence and Information Sharing • Community Resilience • Situational Assessment (added)

These regional priorities do not exclude or overwrite jurisdiction-specific priorities and projects.

Attachment A: 32 Core Capabilities

The following are the 32 Core Capabilities established by the National Preparedness Goal. These capabilities assist in creating a “secure and resilient nation” across five mission areas: prevention, protection, mitigation, response, and recovery.

Planning	Public Information and Warning
Operational Coordination	Forensics and Attribution
Intelligence and Information Sharing	Interdiction and Disruption
Screening, Search, and Detection	Access Control and Identity Verification
Cybersecurity	Physical Protective Measures
Risk Management for Protection Programs and Activities	Supply Chain Integrity and Security
Community Resilience	Long-term Vulnerability Reduction
Risk and Disaster Resilience Assessment	Threats and Hazards Identification
Critical Transportation	Environmental Response, Health and Safety
Fatality Management Services	Fire Management and Suppression
Logistics and Supply Chain Management	Mass Care Services
Mass Search and Rescue Operations	On-scene Security, Protection, and Law Enforcement
Operational Communication	Public Health, Healthcare, and Emergency Medical Services
Situational Assessment	Infrastructure Systems
Economic Recovery	Health and Social Services
Housing	Natural and Cultural Resources

EXECUTIVE COMMITTEE MEETING

MEETING DATE: October 11, 2023

AGENDA ITEM: #5 Consider Approving Contract with AECOM for 2024-2025 Air Quality Monitoring Services

GENERAL DESCRIPTION OF ITEM:

CAPCOG’s Air Quality staff is seeking approval to award a contract for air quality monitoring services to AECOM, based on the recommendation of a scoring committee consisting of members of CAPCOG’s Clean Air Coalition Advisory Committee. AECOM’s proposal scored the highest among the four proposals received,

The objective of the monitoring contract is to assist CAPCOG with maintaining the 2024-2025 monitoring network which consists of Ozone (O₃) and fine Particulate Matter (PM_{2.5}) monitors. The contract will be paid for using four funding sources detailed below:

- 2024-2025 O₃ “Near-Nonattainment”/Rider 7 grant from the Texas Commission on Environmental Quality (TCEQ) which may be used to pay for Ozone Monitoring related tasks,
- Continuous PM_{2.5} monitoring grant from the US Environmental Protection Agency (EPA) can be used to pay for continuous PM_{2.5} monitoring related tasks,
- Speciated PM_{2.5} monitoring grant from the EPA can be used to pay for speciated PM_{2.5} monitoring related tasks, and
- Local funding from Clean Air Coalition Members which may be used to pay for PM Sensor Maintenance.

The attached memo provides details on the basis for this recommendation and the procurement process for this Request for Proposals (RFP).

THIS ITEM REPRESENTS A:

- New issue, project, or purchase
- Routine, regularly scheduled item
- Follow-up to a previously discussed item
- Special item requested by board member
- Other

PRIMARY CONTACT/STAFF MEMBER: **Charles Simon, Regional Planning & Services Director**
Anton Cox, Air Quality Program Manager

BUDGETARY IMPACT:

Total estimated cost: \$413,531

Source of Funds: TCEQ O₃ Rider 7 grant, EPA Continuous PM_{2.5} Monitoring Grant, EPA Speciated PM_{2.5} Monitoring Grant, and Air Quality Local Funding.

- | | | |
|---|---|--|
| Is item already included in fiscal year budget? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| Does item represent a new expenditure? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| Does item represent a pass-through purchase? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| If so, for what city/county/etc.? | <u>n/a</u> | |

PROCUREMENT: Contract Agreement

ACTION REQUESTED:

Consider approval of contract with the AECOM to provide air quality monitoring services for 2024-2025.

BACK-UP DOCUMENTS ATTACHED:

1. Attachment 1 - Procurement Memo

2. Attachment 2 - Proposal from AECOM

BACK-UP DOCUMENTS NOT ATTACHED: None



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BASTROP BLANCO BURNET CALDWELL FAYETTE HAYS LEE LLANO TRAVIS WILLIAMSON

MEMORANDUM
September 25, 2023

TO: CAPCOG Executive Committee

FROM: Anton Cox, Air Quality Program Manager

RE: Air Quality Monitoring Contractor Procurement

On August 18, 2023, CAPCOG’s Air Quality Program issued a Request for Proposals (RFP) for operation and maintenance of CAPCOG’s air quality monitoring stations with proposals due by on Friday, September 15, 2023. CAPCOG posted the RFP online and e-mailed a notice of the RFP to four vendors. In accordance with CAPCOG’s procurement policies, CAPCOG staff also published notices of this RFP in the Austin-American Statesman. The following table summarizes the scoring criteria and scores for each proposal.

Table 1. Monitoring Contract Proposal Scores

Criteria	Total Points Possible	AECOM	All4	Montrose	WESTON
Work Plan for Tasks 1-3	20.00	18.67	16.33	15.67	17.33
Management Plan and Qualifications	40.00	37.67	35.00	34.00	36.00
Objective Cost Score for Tasks 1-3	15.00	15.00	0.00	2.56	6.66
Qualitative Cost Score for Tasks 1-3	15.00	13.33	8.67	10.00	12.33
Contingency Tasks	10.00	8.67	8.33	6.00	9.00
Average Total Score	100.00	93.33	68.33	68.23	81.33

The monitoring subcommittee of the Clean Air Coalition Advisory Committee (CACAC) reviewed and scored the proposals. The subcommittee includes:

- Bill Dyess from the City of Pflugerville;
- Bill Gibbs from Clean Air Force of Central Texas;
- Chris Keffer from Texas Lehigh Cement Company;
- Dr. Amanda Masino from Huston-Tillotson University;
- Jim Morris from St Edward’s University; and
- Adele Noel from Travis County.

Note on Recommended Contract Total

- The contract total will include **\$263,958 proposed for three required tasks:**
 - **\$183,046 for Task 1: O₃ monitoring** to be paid for with TCEQ Rider 7 funds
 - **\$39,684 for Task 2: Continuous PM_{2.5} monitoring** to be paid for out of one of two EPA PM_{2.5} monitoring grants (note – CAPCOG had budgeted \$194,459 for this in its EPA grant)
 - **\$41,228 for Task 3: Speciated PM_{2.5} monitoring** to be paid for out of one of two EPA PM_{2.5} monitoring grants (note: CAPCOG had budgeted \$40,080 for this in its EPA grant application).
- The RFP also included “optional tasks” that CAPCOG planed on including in the contract that would be dependent on future decisions by CAPCOG as to what activities to include in its 2024-2025 Rider 7 grant and as contingencies.
 - CAPCOG is including **\$139,573** for these optional tasks in the contract total:
 - Task 4: \$2,700.00 for Updating CAPCOG’s Monitoring Quality Assurance Performance Plan (QAPP): \$2,700.00
 - Task 5: \$7,340.00 for Calibrations at CAMS 1605 (St. Edward’s University)
 - Task 7: \$117,360 for installation and operation of nitrogen oxide (NO_x) monitoring at all CAPCOG’s ten O₃ sites for one year
 - Task 8: \$4,058 for decommissioning sites (needed if we lose funding)
 - Task 9: \$4,200 for independent auditing of O₃ calibrations
 - Task 10: \$3,915 for PM sensor maintenance
 - In the event CAPCOG decides to establish any new sites, CAPCOG will include the pricing for Optional Task 6 in the contract as well - \$11,937 per site – but will not be including that amount in the contract total
 - Staff is also adding **\$10,000 to the contract total for unspecified contingencies**, such as unexpected equipment repairs that might be needed during the year, which would bring the contract total up to **\$413,531**.

CAPITAL AREA COUNCIL OF GOVERNMENTS REQUEST FOR PROPOSALS FOR AMBIENT AIR QUALITY MONITORING SERVICES

General Information

The Capital Area Council of Governments (CAPCOG) is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, Chapter 391 of the Local Government Code. CAPCOG serves a 10-county region in Central Texas that includes Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis, and Williamson Counties. CAPCOG is issuing this request for proposals (RFP) to solicit proposals from interested parties for professional services to operate and maintain 10 continuous air monitoring stations (CAMS) located in Bastrop, Caldwell, Hays, Travis, and Williamson Counties in 2024 and 2025.

Schedule

Table 1. RFP Schedule

Milestone	Date
RFP Issued	8/18/2023
Deadline for Questions and Letter of Intent	9/1/2023, 4:00 pm Central Time
Responses to Questions Posted	9/8/2023, 4:00 pm Central Time
Proposals Due	<u>9/15/2023, 4:00 pm Central Time</u>
Evaluation Completed, Recommendation Submitted to Executive Director	9/18/2023 – 9/22/2023
Executive Committee Approval	10/11/2023
Anticipated Start Date	11/1/2023

Notice

Prospective proposers who have received this document from a source other than CAPCOG should immediately contact the CAPCOG and provide their name, company, and email address in order that any addendum(s) to the RFP or other communication can be sent to them. Any prospective proposers who fail to provide the division with this information assume complete responsibility in the event they do not receive communications from the division after the RFP issue date.

Background

CAPCOG owns ten (10) continuous air quality monitoring stations (CAMS) across the five-county Austin-Round Rock-San Marcos Metropolitan Statistical Area (MSA), which includes Bastrop, Caldwell, Hays, Travis, and Williamson counties. CAPCOG uses these stations to monitor ozone (O₃) concentrations, wind speed (WS), wind direction (WD), outdoor temperature (Temp.), and relative humidity (RH). Some of these stations also monitor fine particulate matter (PM_{2.5}). These CAMS are considered research monitors, and although much of the equipment can be used for Federal Reference Method (FRM) or Federal Equivalent Method (FEM) monitoring required for assessing compliance with the National Ambient Air Quality Standards (NAAQS), these monitors are not used for that purpose. Instead, they are used to supplement the state’s regulatory monitoring network within the region.

CAPCOG will be receiving funding appropriated by the Texas Legislature through the Texas Commission on Environmental Quality (TCEQ) and through two grants from the U.S. Environmental Protection Agency (EPA) to conduct O₃ and PM_{2.5} monitoring within the Austin-Round Rock-San Marcos MSA in 2024 and 2025 and is seeking proposals from qualified vendors to maintain and operate CAPCOG’s monitors during this period.

Project Description

CAPCOG is seeking a contractor to operate and maintain CAPCOG’s O₃ and PM_{2.5} monitoring stations located in Bastrop, Caldwell, Hays, Travis, and Williamson Counties in 2024 and 2025. These projects are broken down into three distinct tasks corresponding to CAPCOG’s different funding sources, and a number of sub-tasks within each task.

Task 1: O₃ Monitoring

Task 1 involves operation and maintenance of CAPCOG’s ten (10) O₃ monitoring stations listed below:

Table 2. CAPCOG Continuous Air Monitoring Stations

TCEQ Site Number	EPA AQS Number	Address	Property Owner
CAMS 614	482090614	29400 Ranch Road 12, Dripping Springs, TX	Dripping Springs Independent School District
CAMS 690	484910690	500 Overlook Drive, Georgetown, TX	U.S. Army Corps of Engineers
CAMS 1604	480551604	214 Bufkin Lane, Lockhart, TX	City of Lockhart
CAMS 1612	480211612	25 American Legion Drive, Bastrop, TX	City of Bastrop
CAMS 1613	480211613	900 W. 2nd St, Elgin, TX	Elgin Independent School District
CAMS 1619	484531619	2401 Holly Street, Austin, TX	City of Austin
CAMS 1620	484911620	1116 E. Austin Avenue, Round Rock, TX	City of Round Rock
CAMS 1629	484911629	1213 Davis Street, Taylor, TX	City of Taylor
CAMS 1630	482091630	700 Lehman Rd, Kyle, TX	City of Kyle
CAMS 1675	482091675	599 Staples Road, San Marcos, TX	City of San Marcos

Proposals are due by email to ahoekzema@capcog.org by 4 pm, September 15, 2023

Site visits will not be allowed for proposers to view the CAMS and equipment prior to the closure of this RFP. However, additional details about these sites, including site photos and precise site coordinates can be found on TCEQ's website at: <https://www17.tceq.texas.gov/tamis/index.cfm>.

The contractor must comply with all conditions imposed on CAPCOG in each of these site leases, including adding the site owner as an "other insured" party on their liability coverages as specified in these agreements. Additionally, for CAMS 1619 (East Austin), the contractor will need to have a recent criminal background check and will need to get an ID badge from Austin Energy's office at 2500 Montopolis Drive, Austin, TX 78741.

Task 1 is broken down into the following sub-tasks:

1.1. Site set-up (2/1/2024 – 2/28/2024):

- a. Powering on the station's O₃ analyzers, meteorological instruments, phone system, modem, battery backup, and air conditioning equipment (if applicable);
- b. Testing equipment to verify that they are working properly;
- c. Calibrating O₃ analyzers and meteorological equipment (as described under the "calibrations" section of this RFP);
- d. Verify that data is being transmitted to and received by TCEQ's LEADS and EPA's AirNow via DR DAS' Envidas Ultimate Software;
- e. Taking a start-of-season inventory of each station;
- f. Notifying CAPCOG and TCEQ that the stations are operational; and
- g. Verifying that data is being reported out to TCEQ's and EPA's AirNow website.

1.2. Installation of Automated Calibration Equipment

1.3. Routine Maintenance (starting 3/1);

1.4. Routine Manual Calibrations (starting 3/1);

1.5. Operation of Automated Calibration Equipment

1.6. Data Validation (starting 3/1);

1.7. Installation of New Equipment (following receipt at a regularly scheduled visit);

1.8. Monthly Reports (within 10 days of the end of each month); and

1.9. Operational Contingencies

Subtask 1.1: O₃ Site Set-Ups

Prior to March 1, 2024, the contractor will need to complete site set-ups for O₃ equipment at the ten existing monitoring stations and the meteorological. Site set-ups will include:

- Powering on the station's O₃ analyzers, meteorological instruments, phone system, modem, battery back-up, and air conditioning equipment (if applicable);
- Testing equipment to verify that they are working properly;
- Calibrating O₃ analyzers and meteorological equipment (as described under the "calibrations" section of this RFP);
- Verify that data is being transmitted to and received by TCEQ's LEADS and EPA's AirNow via DR DAS' Envidas Ultimate software;¹
- Taking a start-of-season inventory of each station;
- Notifying the TCEQ and CAPCOG that the stations are operational; and
- Verifying that data is being reported out to TCEQ's and EPA's AirNow website.

¹ <http://dr-das.com/software/Details/ultimate.html>

CAPCOG does not currently own is not planning on providing an O₃ transfer standard for this project. However, CAPCOG is considering purchasing one and the proposal should include a scenario in which a transfer standard is available and describe the work that would be required from the vendor to set up the transfer standard for use in the project each year.

Subtask 1.2: Installation of Automated Calibration Equipment

CAPCOG plans to purchase up to six automated multi-gas calibrators to use for O₃ monitoring and have them available at the outset of the 2024 O₃ season. While the exact number and location of these are not yet known, the proposal should include a per-site cost of installing and configuring this equipment.

Subtask 1.3: O₃ Site Routine Maintenance

Starting on March 1, 2024, the contractor will maintain ten monitoring stations owned by CAPCOG. Maintenance includes all preventative maintenance procedures TCEQ uses for its monitoring stations as described in CAPCOG's 2022-2023 Quality Assurance Project Plan (QAPP). This also includes any general site maintenance such as periodic mowing, weeding, etc. Any non-routine maintenance required as a result of problems that may arise throughout the performance period will be accounted for under the "operational contingencies" subtask.

Subtask 1.4: O₃ Site Routine Manual Calibrations

In addition to performing an initial calibration in February, the contractor will be required to perform manual five-point calibrations on each O₃ analyzer every month in accordance with CAPCOG's QAPP. These calibrations should involve testing five O₃ concentrations reported by the analyzers deployed in the field against known O₃ reference concentrations during an already-scheduled O₃ routine maintenance visit. If the tests show that data quality objectives are not being met, the contractor will notify CAPCOG and take remedial steps to correct the problem. Manual calibrations should not occur any sooner than 15 days apart or any later than 45 days apart at the same station. Depending on how many units of automated calibration equipment CAPCOG purchases and the time frame for delivery, CAPCOG expects to need to perform manual calibrations at four or five of CAPCOG's ten monitoring stations. Note that CAPCOG may adjust this quantity at its own discretion prior to executing a contract based on its needs and equipment availability.

Subtask 1.5: O₃ Site Operation of Automated Calibration Equipment

At the CAPCOG's O₃ monitoring stations where the contractor installed automated calibration equipment, the contractor will be required to carry out whatever work is required to operate the calibration equipment to ensure regular, accurate, and precise calibrations are performed at the site each month.

Subtask 1.6: Data Validation

The contractor will check that data is being reported and that it is valid and will perform whatever analyses are necessary to determine whether data reported to CAPCOG, TCEQ, and EPA are valid or not. The contractor will be required to flag data in EPA's AirNow and TCEQ's LEADS system if there are issues with the data that may make it invalid or otherwise warrant exclusion. The contractor is expected to have familiarity with TCEQ's LEADS system, EPA's AirNow system, and DR DAS' Envidas Ultimate reporting software². If the contractor is unfamiliar with DR DAS' Envidas Ultimate reporting software, contractor must commit to train with DR DAS to learn the software at its own cost by November 30, 2023. Data validation procedures are described in CAPCOG's 2022-2023 QAPP and will involve:

² <http://dr-das.com/software/Details/ultimate.html>

- Daily reviews of sampling data that is reported to air quality data reporting systems (LEADS and AirNow) in order to confirm that all data is being collected and reported properly and that none of the instruments are reporting anomalous data that do not compare well to other stations; and
- Monthly review of the entire previous month's data and making any needed entries in the air quality data reporting systems.

Subtask 1.7: Monthly Reports

Monthly activity reports will be required to be submitted to CAPCOG by the 10th of each month along with each monthly invoice that documents the contractor's work on Subtasks 1.1 – 1.6. Reports should include data completeness statistics, results of calibrations, operator logs, any deviations from the approved QAPP, data validation procedures employed, and any other information needed for CAPCOG to verify that the data quality objectives were met and issues were addressed. Copies of recent reports submitted by CAPCOG's 2023 contractor are available to review for reference.

Subtask 1.8: Operational Contingencies

Issues may arise in the operation and maintenance of monitoring stations throughout the year that may require additional site visits and work by the contractor beyond what is identified in Subtasks 1.1 – 1.5, above, in order to ensure that data quality objectives are met. The proposal should identify what types of remedial actions that contractor would commit to perform under this subtask without needing additional funding (i.e., what types of remedial actions would be considered "in-scope") and what types of actions would be considered out-of-scope.

Under CAPCOG's current, the contractor is provided a \$300/month contingency allowance, with a requirement that it document any such contingencies in the monthly bill and will only be reimbursed for documented expenses, with any unused amount rolling over to the next month. For anything beyond that allowance, CAPCOG required prior approval of contingency work through a submitted estimate to the CAPCOG contract representative and a subsequent approval email to the contractor.

General Trouble-Shooting

In addition to these subtasks, the contractor will be expected to provide general troubleshooting and consulting services to CAPCOG as needed to complete this project. For example, if CAPCOG needs to purchase replacement equipment or relocate equipment currently installed, the contractor will be expected to advise CAPCOG on logistical requirements that would enable CAPCOG to make informed decisions about the best way to proceed.

Data Quality Objectives

Data quality objectives that will be used for this Task can be found in Table 6-1 of CAPCOG's 2022-2023 QAPP. Since CAPCOG's O₃ monitoring is primarily concerned with collecting data on peak O₃ concentrations, calibration and preventative maintenance should be scheduled in such a way as to minimize the possibility that they would cause data loss during a peak 8-hour O₃ concentration, especially when O₃ is predicted to be "moderate" or worse. In general, this would mean avoiding 10 am to 6 pm for any such work if O₃ levels are predicted to be "moderate" and rescheduling the work to a different day if O₃ is predicted to be "unhealthy for sensitive groups" or worse.

Task 2 (Required): Continuous PM_{2.5} Monitoring

CAPCOG is currently procuring continuous PM_{2.5} monitoring equipment. This equipment will meet EPA's Federal Reference Methods (FRM)/Federal Equivalent Methods (FEM) standards for PM_{2.5} monitoring.

CAPCOG expects that there will be between five and seven continuous PM_{2.5} monitoring sites across the region.

PM_{2.5} monitoring may occur at an existing CAPCOG site or a new site. Please include quotes for both a scenario in which the continuous PM_{2.5} monitoring equipment is co-located with existing O₃ monitoring equipment, thereby requiring fewer trips to the site solely for PM_{2.5}-related activities, and a scenario in which the continuous PM_{2.5} monitoring equipment is located on its own. Since the location of the continuous PM_{2.5} sites are unknown at this time, the quote should account for the possibility that they may be located anywhere within the Austin-Round Rock-San Marcos MSA. The quote should be a per-site cost, and once CAPCOG determines how many of each PM_{2.5} monitoring sites it plans to field, it will use these rates to set the “not-to-exceed” amount for this task.

While the contractor is not required to maintain the PurpleAir PM_{2.5} sensors, during any visit to a CAMS site the contractor will be expected to ensure that the sensors are turned on and connected to the Wi-Fi from. The sensors will be left to run for the entire year.

Task 2 is broken down into the following sub-tasks:

- 2.1. Continuous PM_{2.5} QAPP (by 12/31/2023);
- 2.2. Site set-up (by 12/31/2023);
- 2.3. Routine Maintenance and Calibrations (1/1/2024 – 12/31/2025);
- 2.4. Data Validation (1/1/2024 – 12/31/2025);
- 2.5. Monthly Reports (within 10 days of the end of each month);
- 2.6. Training (spring 2024); and
- 2.7. Operational Contingencies.

Subtask 2.1: Continuous PM_{2.5} QAPP

The contractor will assist CAPCOG in the development of a QAPP that details how continuous PM_{2.5} monitoring will meet the requirements of a Category III QAPP for Measurement projects.³ This continuous PM_{2.5} monitoring specific QAPP will be similar in scope and scale to the existing 2022-2023 QAPP for O₃ monitoring. The QAPP should describe, at minimum:

- Project Description and Objectives;
- Organization and Responsibilities;
- Scientific Approach;
- Sampling Procedures;
- Measurement Procedures;
- Quality Metrics (QA/QC Checks);
- Data Analysis, Interpretation, and Management; and
- Reporting.

Subtask 2.2: Continuous PM_{2.5} Site Set-Ups

Prior to Jan. 1, 2024, the contractor will need to complete installation and site set-ups of PM_{2.5} equipment at five to seven monitoring stations. CAPCOG is currently selecting the sites for continuous

³ <https://wayback.archive-it.org/414/20190906232309/https://www.tceq.texas.gov/assets/public/implementation/air/am/contracts/reports/ga/MeasurementQAPPNRMRL.pdf>

PM_{2.5} monitoring but expects that the majority of the PM_{2.5} sites will be co-located with an existing O₃ monitoring site detailed in Table 2.

Site set-ups will include:

- Installation of PM_{2.5} monitoring equipment;
- Setup calibration of equipment;
- Testing equipment to verify that they are working properly;
- Verification that data is being transmitted to and received by TCEQ's LEADS and EPA's AirNow via DR DAS' Envidas Ultimate software;⁴
- Taking a start-of-season inventory of each station;
- Notifying the TCEQ and CAPCOG that the stations are operational; and
- Verifying that data is being reported out to TCEQ's and EPA's AirNow website.

Subtask 2.3: Continuous PM_{2.5} Routine Maintenance and Calibrations

Starting on January 1, 2024, the contractor will maintain all continuous PM_{2.5} monitoring stations owned by CAPCOG. Maintenance will include all preventative maintenance and calibration procedures detailed in continuous PM_{2.5} monitoring specific QAPP from subtask 2.1, EPA's model specific SOPs⁵ or in the model specific manual(s) can be reference for greater understanding of expected maintenance and calibration work. This also includes any general site maintenance such as periodic mowing, weeding, etc. Any non-routine maintenance required as a result of problems that may arise throughout the performance period will be accounted for under the "operational contingencies" subtask.

Subtask 2.4: Continuous PM_{2.5} Data Validation

The contractor will check that data is being reported, that it is valid, and will perform whatever analyses are necessary to determine whether data reported to CAPCOG, TCEQ, and EPA are valid or not. The contractor will be required to flag data in EPA's AirNow and TCEQ's LEADS system if there are issues with the data that may make it invalid or otherwise warrant exclusion. The contractor is expected to have familiarity with TCEQ's LEADS system, EPA's AirNow system, and DR DAS' Envidas Ultimate reporting software⁶. If the contractor is unfamiliar with DR DAS' Envidas Ultimate reporting software, contractor must commit to train with DR DAS to learn the software at its own cost by November 30, 2023.. The total time for the training will be decided upon contract execution. Data validation procedures will involve:

- Daily reviews of sampling data that is reported to air quality data reporting systems (LEADS and AirNow) in order to confirm that all data is being collected and reported properly and that none of the instruments are reporting anomalous data that do not compare well to other stations; and
- Monthly review of the entire previous month's data and making any needed entries in the air quality data reporting systems.

Subtask 2.5: Continuous PM_{2.5} Reporting

Monthly activity reports will be required to be submitted to CAPCOG by the 10th of each month along with each monthly invoice that documents the contractor's work on Subtasks 2.2 – 2.4. Reports should include data completeness statistics, results of calibrations, operator logs, any deviations from the

⁴ <http://dr-das.com/software/Details/ultimate.html>

⁵ <https://www.epa.gov/amtic/amtic-pm25-monitoring-network>

⁶ <http://dr-das.com/software/Details/ultimate.html>

approved QAPP, data validation procedures employed, and any other information needed for CAPCOG to verify that the data quality objectives were met, and issues were addressed.

Subtask 2.6: Continuous PM_{2.5} Training

The operator will develop and provide training to staff, students, and faculty at CAPCOG, St. Edward's University and Huston-Tillotson University on the operation and maintenance of continuous PM_{2.5} monitors. The operator should also identify or develop training guidance materials to provide to participants. This training should occur in spring 2024.

Subtask 2.7: Operational Contingencies

Issues may arise in the operation and maintenance of monitoring stations throughout the year that may require additional site visits and work by the contractor beyond what is identified in Subtasks 2.2 – 2.4, above, in order to ensure that data quality objectives are met. The proposal should identify what types of remedial actions that contractor would commit to perform under this subtask without needing additional funding (i.e., what types of remedial actions would be considered "in-scope") and what types of actions would be considered out-of-scope.

General Trouble-Shooting

In addition to these subtasks, the contractor will be expected to provide general troubleshooting and consulting services to CAPCOG as needed to complete this project. For example, if CAPCOG needs to purchase replacement equipment or relocate equipment currently installed, the contractor will be expected to advise CAPCOG on logistical requirements that would enable CAPCOG to make informed decisions about the best way to proceed.

Task 3 (Required): Speciated PM_{2.5} Monitoring

CAPCOG is currently procuring speciated PM_{2.5} monitoring equipment. This equipment will meet EPA's Federal Reference Methods (FRM)/Federal Equivalent Methods (FEM) standards for PM_{2.5} monitoring. CAPCOG expects that there will be speciated PM_{2.5} monitors at one site in the region. One of the monitors will collect filter samples using a Teflon filter and one with a quartz filter. The contractor will be expected to ship collected samples the laboratory selected by CAPCOG and install new filters supplied by this laboratory.

Task 3 is broken down into the following sub-tasks:

- 3.1. QAPP development (by 12/31/2023);
- 3.2. Site set-up (by 12/31/2023);
- 3.3. Routine Maintenance and Calibrations (1/1/2024 – 12/31/2025);
- 3.4. Speciated PM_{2.5} Sample Collection and Shipment (1/1/2024 – 12/31/2025);
- 3.5. Data Validation (1/1/2024 – 12/31/2025);
- 3.6. Monthly Reports (within 10 days of the end of each month);
- 3.7. Training (spring 2024 and summer 2025); and
- 3.8. Operational contingencies.

Since this monitoring may occur at an existing CAPCOG site or a new site, please include quotes for both a scenario in which the speciated PM_{2.5} monitoring equipment is co-located with existing O₃ monitoring equipment, thereby requiring fewer trips to the site solely for PM_{2.5}-related activities, and a scenario in which the speciated PM_{2.5} monitoring equipment is located on its own. Since the location of the site is unknown at this time, the quote should account for the possibility that it would be located anywhere

within the Austin-Round Rock-San Marcos MSA, although it would most likely be located in Central or Eastern Austin where average annual PM_{2.5} concentrations have tended to be the highest.

Subtask 3.1: Speciated PM_{2.5} QAPP

The contractor will assist CAPCOG in the development of a QAPP that details how speciated PM_{2.5} monitoring will meet the requirements of a Category III QAPP for Measurement projects.⁷ This speciated PM_{2.5} monitoring specific QAPP will be similar in scope and scale to the existing 2022-2023 QAPP for O₃ monitoring. The QAPP should describe, at minimum:

- Project Description and Objectives;
- Organization and Responsibilities;
- Scientific Approach;
- Sampling Procedures;
- Measurement Procedures;
- Quality Metrics (QA/QC Checks);
- Data Analysis, Interpretation, and Management; and
- Reporting.

Subtask 3.2: Speciated PM_{2.5} Site Set-Ups

Prior to Jan. 1, 2024, the contractor will need to complete installation and site set-ups for the speciated PM_{2.5} equipment at one monitoring stations. CAPCOG is currently selecting the sites for the speciated PM_{2.5} monitoring but expects the PM_{2.5} monitor will be co-located with an existing O₃ monitoring site detailed in Table 2.

Site set-ups will include:

- Installation of PM_{2.5} monitoring equipment;
- Setup calibration of equipment;
- Testing equipment to verify that they are working properly;
- Taking a start-of-season inventory; and
- Notifying the CAPCOG that the stations are operational.

Subtask 3.3: Speciated PM_{2.5} Routine Maintenance and Calibrations

Starting on January 1, 2024, the contractor will maintain all speciated PM_{2.5} monitoring stations owned by CAPCOG in accordance with the speciated PM_{2.5} monitoring specific QAPP from subtask 3.1, the model specific manual(s) can be reference for greater understanding of expected maintenance and calibration work. This includes all preventative maintenance and calibration procedures detailed in the model specific manual(s) for the monitors as well as EPA's Quality Assurance Guidance Document 2.12 - Monitoring PM_{2.5} in Ambient Air⁸. This also includes any general site maintenance such as periodic mowing, weeding, etc. Any non-routine maintenance required as a result of problems that may arise throughout the performance period will be accounted for under the "operational contingencies" subtask.

⁷ <https://wayback.archive-it.org/414/20190906232309/https://www.tceq.texas.gov/assets/public/implementation/air/am/contracts/reports/qa/MeasurementQAPPNRMRL.pdf>

⁸ <https://www.epa.gov/sites/default/files/2021-03/documents/p100oi8x.pdf>

Subtask 3.4: Speciated PM_{2.5} Sample Collection and Shipment

The contractor will be responsible for promptly shipping sampling containers to the laboratory, or, if there is a delay in shipping the samples to the laboratory, placing them in a refrigerator until they can be shipped. All shipping procedures including temperature, shipping time, and shipping container should meet EPA's Quality Assurance Guidance Document 2.12 - Monitoring PM_{2.5} in Ambient Air⁹. CAPCOG anticipates 24-hour PM_{2.5} samples collected every six days for two years for a total of 122 samples.

Subtask 3.5: Speciated PM_{2.5} Data Validation

The laboratory will provide the contractor and CAPCOG with speciated data at least quarterly. The contractor will be responsible to ensure that data is loaded to the EPA Air Quality System (AQS) site and TCEQ's Texas Air Monitoring Information System (TAMIS) database. The contractor will check that data is being reported, that it is valid, and will perform whatever analyses are necessary to determine whether data reported to CAPCOG, TCEQ, and EPA are valid or not.

Subtask 3.6: Speciated PM_{2.5} Reporting

Monthly activity reports will be required to be submitted to CAPCOG by the 10th of each month along with each monthly invoice that documents the contractor's work on Subtasks 3.2 – 3.5. Reports should include data completeness statistics, results of calibrations, operator logs, any deviations from the approved QAPP, data validation procedures employed, and any other information needed for CAPCOG to verify that the data quality objectives were met, and issues were addressed.

Subtask 3.7: Speciated PM_{2.5} Training

The operator will develop and provide training to staff, students, and faculty at CAPCOG, St. Edward's University and Huston-Tillotson University on the operation and maintenance of speciated PM_{2.5} monitors. The operator should also identify or develop training guidance materials to provide to participants. This training should occur in spring 2024.

Subtask 3.8: Operational Contingencies

Issues may arise in the operation and maintenance of monitoring stations throughout the year that may require additional site visits and work by the contractor beyond what is identified in Subtasks 3.2 – 3.6, above, in order to ensure that data quality objectives are met. The proposal should identify what types of remedial actions that contractor would commit to perform under this subtask without needing additional funding (i.e., what types of remedial actions would be considered "in-scope") and what types of actions would be considered out-of-scope.

General Trouble-Shooting

In addition to these subtasks, the contractor will be expected to provide general troubleshooting and consulting services to CAPCOG as needed to complete this project. For example, if CAPCOG needs to purchase replacement equipment or relocate equipment currently installed, the contractor will be expected to advise CAPCOG on logistical requirements that would enable CAPCOG to make informed decisions about the best way to proceed.

⁹ <https://www.epa.gov/sites/default/files/2021-03/documents/p100oi8x.pdf>

Optional Tasks

The following tasks are listed as “optional” in that CAPCOG may or may not include them in this contract, or, if included in the contract, may or may not exercise the option to proceed with them. However, in order to evaluate each vendor’s proposal, the proposal should include a price or rate for each optional task.

4. Updating CAPCOG’s O₃ Monitoring QAPP to include automated calibrations;
5. Manual Calibrations of St. Edwards University O₃ Monitoring station;
6. Establishing a new O₃ monitoring station;
7. Installation and Maintenance of Nitrogen Oxides (NO_x) Monitor at an Existing O₃ Monitoring Site;
8. Site decommissioning;
9. Independent Audit of O₃ Calibrations;
10. PM Sensor Maintenance;
11. Equipment leasing; and
12. Other tasks.

Task 4 (Optional): Updating CAPCOG’s O₃ Monitoring QAPP to include automated calibrations

CAPCOG will need to update its QAPP to account for the use of automated calibrating equipment at some of its sites prior to the 2024 O₃ season. If CAPCOG needs or desires assistance in updating this QAPP, it will exercise the option in the contract to use the vendor’s services for this purpose. The proposal should therefore include a quote for the # of labor hours and rate or rates applicable to those hours to perform this update.

Task 5 (Optional): Manual Calibrations of St. Edwards University O₃ Monitoring Station

St. Edwards University owns its own O₃ monitoring station and while they are capable of performing routine maintenance on this station, CAPCOG pays for the cost of conducting monthly manual calibrations at this site. Unlike Task 1.4, which involves performing monthly calibrations during site visits already scheduled for routine maintenance, performance of this task will require stand-alone visits to this location. Calibrations will be expected to occur in accordance with the same procedures and timeframe used by CAPCOG for its own sites.

Task 6 (Optional): Establishing New O₃ Monitoring Stations

CAPCOG may decide to establish new O₃ monitoring stations during the performance period of this contract. If so, the contractor will be required to transport the required equipment, including a cargo trailer (if needed) to the new location and completely set-up the sites, including the installation and connection of all the equipment necessary to collect and transmit O₃ and meteorological data. CAPCOG will make arrangements for cellular and electric service to the stations, but the contractor may need to be on-site when connections are established and help ensure that installation of utilities are successful. The contractor will be required to set-up the site in accordance with Subtask 1.1. In order to enable CAPCOG to fully understand these costs and incorporate them into the contract, please include a quote that includes the complete set-up of a new site and the monthly costs for Subtasks 1.2 – 1.5 for this new site with the understanding that the location could be anywhere within the five-county Austin-Round Rock-San Marcos MSA.

Task 7 (Optional): Installation and Maintenance of Nitrogen Oxides (NO_x) Monitor at an Existing O₃ Monitoring Site

CAPCOG may decide to establish research-grade NO_x monitors at new or existing O₃ monitoring sites. If so, the contractor will be required to install and maintain any equipment that is needed to operate a NO_x monitor. Please include a quote that contains the cost for the installation, monthly maintenance of a NO_x research grade monitor, and NO_x data validation.

Task 8 (Optional): Site Decommissioning

If CAPCOG needs to decommission one or more of its sites due to a loss of funding or other reason, we will need to know what the cost to do so will be and include a provision in the contract enabling us to do so if needed. Therefore, please include the following quotes:

- The cost to decommission an O₃-only monitoring station (i.e., provide the cost to decommission an O₃ site assuming no co-located samplers);
- The marginal costs to decommission each of the following equipment types co-located at an O₃ monitoring station:
 - Continuous PM_{2.5} equipment;
 - Speciated PM_{2.5} (assuming two monitoring devices); and
 - NO_x monitoring equipment;
- The costs to decommission a continuous PM_{2.5}-only station; and
- The costs to decommission a speciated PM_{2.5}-only station.

Note that the total cost of decommissioning all sites and equipment will be included in the final “not-to-exceed” amount for this contract, but only so that proceeding with this task does not require a contract amendment.

Task 9 (Optional): Independent Audit of O₃ Calibrations

Yearly audit of O₃ calibration tests using a different primary standard than was previously used to calibrate the analyzers. The auditor may be an individual within company that is not normally responsible for regular maintenance and operation of the O₃ analyzers, however, a truly independent audits by an individual from an external party is preferred.

CAPCOG may contract with a separate vendor to conduct this task, if this occurs, the vendor being audited will be required to fully cooperate with any such audits. The costs for this task should separate out the independent auditor’s cost from the added labor involved with the regular staff that may be required to facilitate an independent audit.

Indicate in the proposal if contractor is willing to be considered for a contract to only perform the independent audit if not contracted to perform required tasks 1-3.

Task 10 (Optional): PM Sensor Maintenance

CAPCOG currently operates PurpleAir PM sensors¹⁰ at all our the CAPCOG owned monitoring sites. In addition, CAPCOG plans to install up to 20 more of these sensors across the region as part of one of CAPCOG’s two EPA grants. Under this optional task, the contractor will aid the maintenance of the PM sensor network across the region by providing general troubleshooting and consulting services to CAPCOG and our PM sensor stakeholders. If a sensor needs parts or replacement the contractor will

¹⁰ <https://www2.purpleair.com/>

notify CAPCOG, the costs of the parts or replacement unit is not in the scope of this task. Costs for this task should be based on the cost per visit under the following scenarios:

- Nonroutine – a sensor that is not at CAPCOG monitoring site or not serviced during a routine visit to a CAPCOG monitoring site; or
- Routine - a sensor at a CAPCOG monitoring site serviced during a routine visit.

Task 11 (Optional): Equipment Leasing

While CAPCOG expects to have all equipment available needed for this project, it can sometimes be useful to have access to additional equipment if there are issues with existing equipment. If a vendor has access to equipment that it owns or that it can lease that it could in turn lease to CAPCOG to support this project, please include a pricing list for each equipment type it is able to lease to CAPCOG.

Task 12 (Optional): Other Tasks

Throughout the course of monitoring, various other tasks not explicitly identified above may need to be performed. Please include a pricing schedule for any time or materials that the vendor would charge to CAPCOG for such tasks, which would be charged under contingency allowances under each task or through work orders.

Insurance Requirements

The selected contractor must maintain the minimum insurance coverages, consistent with CAPCOG’s site lease agreements.

Table 3. Insurance Coverage Requirements

Coverage	Amount
Commercial General Liability – Each Occurrence	\$500,000
Commercial General Liability – Annual Aggregate	\$2,000,000
Commercial General Liability – Personal and Advertising Injury	\$100,000
Commercial General Liability – Excess Liability Coverage	\$1,000,000
Worker’s Compensation – Bodily Injury (per employee)	\$100,000
Worker’s Compensation – Disease (per employee per disease)	\$300,000
Automobile Liability – Combined Bodily Injury and Property Damage	\$1,000,000

In order to demonstrate that the proposer meets all of these requirements, proposers must provide:

- A copy of the certificate for current commercial liability;
- A copy of the certificate for current workers’ compensation; and
- A copy of the certificate for current automobile insurance coverage.

Format and Content

Proposals shall be in Adobe PDF or Microsoft Word, with any supplemental attachments being in either PDF, Word, or another Microsoft Office file type.

The proposal is limited to 20 pages (front and back), not including a cover page/letter and attachments. All applications must be submitted in Microsoft Word Format with margins not less than one inch. The budget must also be submitted in Microsoft Excel based on the template provided. Text type must be 11 point or larger. Below is a summary of required information. Proposals should be organized accordingly.

- 1) Executive Summary (1 page)

- 2) Organizational Profile (1 page)
- 3) Work Plan (5-9 pages)
- 4) Budget Narrative (3-4 pages)
- 5) Management Plan and Key Staff (3-4 pages)
- 6) References (1 page)
- 7) Attachments (required certification forms)
- 8) Budget (required Excel template)

Executive Summary

Provide a 1-page overview of how the project will meet the goals of the proposal.

Organizational Profile

Provide a 1-page description of your organization in terms of its history, primary business, and former and current customers. Please include, at a minimum:

- Ownership information, including any Historically Underutilized Business (HUB) vendor information;
- U.S. Government SAM Entity Identification Number (if available; if unavailable, explicitly state so);
- Physical Address;
- Mailing Address;
- Primary contact name;
- Office phone number for primary contact;
- Cell phone number for primary contact;
- Fax number for primary contact; and
- E-mail address for primary contact.

Work Plan

Provide a work plan that describes your technical approach to complete the scope of work, including optional tasks. Focus in particular on how specifically how you would complete the work beyond the descriptions of the work included in this RFP. For example, explain how your firm would ensure that monthly O₃ calibrations were completed on-time such that they avoided interfering with a potential high 8-hour O₃ measurement, or the exact data validation procedures that your firm would use. The work plan should include details such as the estimated number of hours of work that would be required to complete the work and any other types of inputs that would be required under this contract. These estimates should be able to tie directly to the costs in the budget narrative.

Management Plan and Qualifications

Describe the role of key staff in the project including the identification of the project manager. Provide detail on the proportion of time each staff member will allocate to each part of the project. Provide a summary of each individual's work history and qualifications to complete work on this project. Describe other qualified staff available to complete the project if one of the individuals listed in the proposal terminates employment with the contractor or is otherwise unavailable prior to completion of the project. Full resumes should not be included in this section. Make sure to directly address which staff, if any, have training or experience in working with TCEQ's LEADS, EPA's AirNow system, and DR DAS's Envidas software.

Provide at least three (3) references (complete with contact information) that can vouch for your organization's ability to complete the work. For each reference, include a brief description of the project or projects that the person would be able to speak about. If the vendor has previously completed work for CAPCOG, do not list CAPCOG personnel references.

Budget

Provide a budget narrative for this project with enough detail that cost effectiveness can be evaluated. Budget components should include a breakdown of activities at each monitoring site on a monthly basis and costs of report preparation. Proposals should use the accompanying the Excel workbook to present the costs for each task in highlighted areas. All per-unit costs presented in the budget narrative will be used as the basis for the contract entered into and any extensions, if approved by CAPCOG. The excel spreadsheet must be filled out with budget numbers and submitted along with the proposal.

In addition to these defined costs, the proposal should also include other relevant cost estimates if additional work is required beyond this defined scope of work. For instance, if a piece of equipment needs to be repaired, additional staff time may be required. This would be billable at whatever rate was provided in the proposal. These costs should be consistent with the costs quoted in the budget table. At a minimum, this should include:

- Hourly labor rates; and
- The estimated number of hours required for typical types of repairs for O₃ analyzers and meteorological equipment used in this project.

Note that the budget spreadsheet is configured to calculate a "not-to-exceed" total for the contract, though CAPCOG reserves the right to modify quantities as needed prior to executing a contract, depending on funding availability and other factors.

Required Certifications

Five (5) certification forms are required for this project. Four are to be completed and submitted to CAPCOG directly. These four forms are provided as attachments to this RFP.

1. Certification of Compliance with Small, Disadvantaged, Minority, Women-Owned, And Historically Underutilized Business Policy
2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Lower-Tier Covered Transactions
3. Certification Regarding Lobbying
4. Conflict of Interest Questionnaire (IF APPLICABLE) - Chapter 176 of the Texas Local Government Code requires vendors and consultants contracting or seeking to contract with CAPCOG to file a conflict of interest questionnaire (CIQ) if they have an employment or other business relationship with an CAPCOG officer or an officer's close family member.

The fifth form must be completed online:

5. Certificate of Interested Parties Form – Form 1295 (sample provided)

Texas law states that a governmental entity or state agency may not enter certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The required form and instructions are located at the Texas Ethics Commission Website.

Updates and Additional Information

Updates and additional information related to this RFP may be obtained from CAPCOG’s “Doing Business with CAPCOG” webpage at <https://www.capcog.org/divisions/administrative-services#doing-business>. Any questions regarding this RFP may be e-mailed to Andrew Hoekzema at ahoekzema@capcog.org by 4:00 pm Central Time, Friday, September 1, 2023. CAPCOG will post answers to any questions on the “Doing Business with CAPCOG” page shortly thereafter.

Submission of Proposals

CAPCOG will need to budget time for the review of proposals and therefore must have some advance notice of the number of submissions we expect to receive. Therefore, proposers will be required to submit a “letter of intent” via e-mail to ahoekzema@capcog.org by 4:00 pm on Friday, September 1, 2023, simply stating that the firm intends to submit a proposals in response to this RFP.

Proposals must be submitted to CAPCOG via e-mail to ahoekzema@capcog.org and received by CAPCOG no later than 4:00 pm Central Time, Friday, September 15, 2023.

CAPCOG is not liable for any costs incurred by a proposer in preparing and submitting proposals.

Selection Process

Following receipt of proposals, CAPCOG staff will review proposals to ensure all required information was provided.

Selection Criteria

CAPCOG staff will then distribute proposals to a selection committee that will include members of CAPCOG staff and members of CAPCOG’s Clean Air Coalition Advisory Committee (CACAC). The selection committee will evaluate proposals based on the following criteria:

- | | |
|--|-----------|
| 1. Work Plan for Tasks 1-3: | 20 points |
| 2. Management Plan and Qualifications: | 40 points |
| 3. Cost for Tasks 1-3: | 30 points |
| 4. Contingency Tasks: | 10 points |

The **work plan for Tasks 1-2** will be evaluated based on how well the proposed approach describes the work that will be completed and the likelihood that the proposed approach would successfully fulfill CAPCOG’s expectations for this contract.

The **management plan and qualifications** will be evaluated based on the demonstrated capability of the vendor to carry out the work described in this RFP. Key factors that will be considered include:

- Experience working with the specific instruments that will be used in this contract;
- Experience working with TCEQ’s LEADS system and EPA’s AirNow system for data reporting and validation;
- Prior performance in CAPCOG projects, if applicable;
- Availability of staff to respond to problems quickly when they occur; and
- Strength and relevancy of references.

Upon receipt of a proposal, CAPCOG staff will call each reference to notify that person that he or she was listed as a reference and that CAPCOG would be sending that person an e-mail with some questions:

- You have been listed as a reference for [vendor] for an air quality monitoring proposal. Do you know

Proposals are due by email to ahoekzema@capcog.org by 4 pm, September 15, 2023

- [vendor]?
- What projects has [vendor] completed that you have knowledge of and would be able to evaluate the performance for?
- Overall, how would you evaluate [vendor's] performance for these projects?
- Were there any problems that arose in [vendor's] performance?

CAPCOG staff will provide a summary of its evaluation of its current contractor's performance to the review committee for consideration as part of this review process as well. CAPCOG will post this performance review online prior at least 1 week prior to the close date for this RFP as a reference for potential proposers.

The **budget for Tasks 1-3** will be scored based on the level of detail provided, the costs quoted, and the reasonableness of the proposal's approach to contingency costs. Half of this score will be based strictly on the base price quoted for completing Tasks 1-3, with the lowest-cost proposal receiving 15 points, the highest-cost proposal receiving 0 points, and all other proposals being scored in line with this scale. The remaining 15 points will be awarded based on the selection committee's evaluation of the level of detail provided and reasonableness of the proposal's approach to contingency costs.

The **optional task score** will be based on the level of detail provided, the costs quoted, and the overall value the selection committee places on each optional task relative to the costs quoted.

Selection Committee Scoring

A total of 100 points is possible for each proposal. Committee members will score each proposal, and then CAPCOG staff will tally the average score for each proposal. CAPCOG will and present the results back to the selection committee to determine if they wish to conduct interviews with the top two candidates.

Executive Committee Approval

CAPCOG staff will present the selection committee's recommendation to the Executive Committee and request the Executive Committee's approval to award a contract based on the selection committee's recommendation. CAPCOG expects to present the selection committee's recommendation at the October 11, 2023, Executive Committee meeting and enter into a contract with the selected vendor shortly thereafter.

Additional Information

CAPCOG may request in writing additional information from a proposer relating to the proposal and the proposer agrees to furnish it within a reasonable time.

Use of Copyrighted Material in Response

CAPCOG reserves an irrevocable, nonexclusive, and royalty-free right to use, reproduce, and copy, for a governmental purpose, all copyrighted material included in the Statement of Work.

Amendment or Withdrawal of Proposal

Prior to the due date, a proposer may withdraw its proposal if there is a material mistake and may submit a corrected Statement of Work by the due date. For a period of 90 days following the due date, a proposer may not withdraw or amend its proposal. CAPCOG may waive an error in or omission from a proposal Response to RFP if the error or omission is not material.

Award of Contract

CAPCOG will award this contract to the proposer that it determines will provide the best value. Approval of the contract is subject to CAPCOG's Executive Committee. Once the contract is awarded, CAPCOG reserves the right to negotiate its terms with the successful proposer, and – if negotiations fail, negotiate terms with another proposer who provided a responsive proposal. A proposer selected because of this solicitation and the staff proposed for the audit may be subject to criminal background checks as a condition to entering a contract.

CAPCOG is posting a draft contract on our website at <https://www.capcog.org/divisions/administrative-services#doing-business>. CAPCOG expects to adapt the successful proposal to serve as the scope of work ("Attachment A") in the awarded contract. Unless a proposer asks a question about any of the contract provisions

CAPCOG reserves the right to reject any or all proposals. If CAPCOG rejects all proposals, it may solicit new proposals if CAPCOG determines that it is in its best interest to do so.

Performance Period

CAPCOG expects the performance period for this contract to be from 11/1/2023 – 12/31/2025, with the option to extend the contract for two one-year periods for 1/1/2026 – 12/31/2026 and 1/1/2027 – 12/31/2027.

Related Documents incorporated into this RFP

The following related documents are incorporated into this RFP by reference and are being posted on the "Doing Business with CAPCOG" page in order to enable bidders to review these documents prior to applying.

1. Budget spreadsheet;
2. CAPCOG's 2022-2023 O₃ Monitoring QAPP;
3. CAPCOG's Continuous PM_{2.5} Grant from EPA
4. CAPCOG's Speciated PM_{2.5} Grant from EPA
5. CAPCOG's Existing monitoring site leases
6. The most recent equipment inventory available for CAPCOG monitoring equipment and stations
7. Required certification forms
8. Draft contract template

Invoicing and Payment

Payment shall be made for services rendered and billed by the contractor and received by CAPCOG on a cost reimbursement methodology upon the completion of satisfactorily executed deliverables.

Contractor must submit invoices to CAPCOG by the tenth day of each month for any work completed in the previous calendar month along with a report on activities completed in the prior month. The on-going costs for maintenance of the site must be a fixed monthly amount. Payment shall be made for services rendered and billed by the contractor and received by CAPCOG.

Resolution of Protested Solicitation or Contract Award

An unsuccessful bidder/offeree/quoter may protest the procurement process by following the procedure as available on the CAPCOG website, <https://www.capcog.org/divisions/administrative-services#doing-business>. The protest must be made within **five** business days of the date the basis of the protest to the

procurement process became known or should have become known to the protester, whichever is earlier. The protest must be submitted in writing to CAPCOG, to the attention of the contact person, and identify and be signed by the protester. A protest shall be submitted to CAPCOG to the attention of Betty Voights, Executive Director, at 6800 Burleson Road, Building 310, Suite 165, Austin, TX 78744.

Potential Changes in Contracts Post-Award

Changes in state and/or federal legislation, rules, or regulations may result in a requirement to renegotiate contracts at any time prior to or during the contract period. Substantive changes to project content, procedures, or budgets during the life of the contract may be accomplished by negotiating these modifications with CAPCOG. CAPCOG will also pursue any necessary and appropriate contract modifications should legal or other changes occur in the project to sufficiently alter the original terms of the contract. No further solicitations or Requests for Proposals will be required in such cases.

Reference Information - Other contractual requirements

Section 1.113 CAPCOG Procurement Policies: Public Access to Procurement Information

Public Access to Procurement Information: Procurement information shall be a public record to the extent provided by the Texas Public Information Act and the Freedom of Information 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 are not open for public inspection.

Equal Opportunity/Non-Discrimination

All contracts awarded by CAPCOG are subject to the provisions listed below.

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin, age or disability. The CONTRACTOR will take action to ensure that employees or applicants for employment are treated fairly during employment or the application process, regardless of race, color, sex, religion, national origin, age, or disability. The CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment notices (provided by an appropriate agency) of federal government nondiscrimination provisions.
2. The CONTRACTOR will state, in all solicitations or advertisements for employment (by or on behalf of the CONTRACTOR), that all qualified applicants will receive consideration for employment regardless of race, color, sex, religion, national origin, age, or disability.

Small, Disadvantaged, Minority, Women-Owned and Historically Underutilized Businesses: Federal Assistance or Contract Procurement Requirements

6-101. Policy Statement

It shall be the policy of CAPCOG to assist small, DBE, MBE, women-owned businesses and HUBs

in learning how to do business with CAPCOG. It shall be the further policy of CAPCOG that these sources shall have the maximum feasible opportunity to compete.

6-102. Bidder/Offeror Statement

Every solicitation for procurement must require that each bidder or offeror include a statement that the bidder or offeror will comply with this Policy.

6-103. To ensure that CAPCOG's policy to assure that small, MBEs, DBEs, women-owned businesses, and HUBs are utilized, CAPCOG and its contractors and subcontractors should take the following affirmative steps:

1. Include qualified small, MBEs, DBEs, women-owned businesses, and HUBs on the Bidders' List. State lists may be utilized to locate such businesses by contacting the General Services Commission;
2. Assure that small, MBEs, DBEs, women-owned businesses, and HUBs are solicited whenever they may be potential sources. In this regard, CAPCOG should investigate new sources and advertise when feasible in minority publications;
3. When economically feasible, and where not in contravention of competitive bidding requirements, CAPCOG should divide the total requirements into smaller tasks or quantities so as to permit maximum small, MBE, DBE, women-owned businesses and HUB participation;
4. Use the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the Department of Commerce, the Minority Business Development Agency in the Department of Labor, the Texas General Services Commission and other similar agencies for locating such businesses;
5. Require that prime contractors take affirmative and meaningful steps towards retaining small, MBE, DBE, women-owned businesses and HUB subcontractors;
6. Procure goods and services from labor surplus areas;
7. If feasible, establish delivery schedules that encourage small, MBEs, DBEs, women-owned businesses, and HUBs to participate; and,
8. Advertise, at least annually, in a newspaper of general circulation for small, MBEs, DBEs, women-owned businesses and HUBs to be added to the Bidders' List.O

6-104. For such affirmative steps to be meaningful, CAPCOG should review all solicitations, offers and bids to confirm that such affirmative action steps have been taken. In addition, steps should be taken to ensure that once a contract is awarded to a small, MBE, DBE, women-owned business, and/or HUB, or that the award is given to a contractor with such a subcontractor, that such business is retained during the entire performance of the contract.

6-105. Failure of a contractor to take meaningful affirmative steps at soliciting and retaining small, MBEs, DBEs, women-owned businesses and HUBs may be considered as a factor in evaluating future bids under non-compliance with public policies; however, this factor may not be a consideration in procurements involving purely state or local funds as Texas law requires awards to be made to the lowest responsible bidder.

6-106. For procurements costing more than \$3,500 but less than \$50,000 the Division Director shall contact at least two HUBs on a rotating basis, based on information provided by the Texas

General Services Commission. If the list fails to identify a historically underutilized business in the area, CAPCOG is exempt from this section.

September 15, 2023

Mr. Andrew Hoekzema
Capital Area Council of Governments
6800 Burleson Road
Building 310, Suite 165
Austin, TX 78744

Sent via email: ahoekzema@capcog.org

Subject: RFP Air Quality Monitoring

Dear Mr. Hoekzema,

AECOM Technical Services, Inc. (AECOM) is pleased to submit our response to the Request for Proposal (RFP) for services related to ambient air quality monitoring issued on August 18, 2023, and Response to Questions dated September 8, 2023. Our technical submission provides the following elements for the Capital Area Council of Governments' (CAPCOG) evaluation and consideration:

- Project Approach and Work Plan
- Qualifications, Experience, and Past Performance
- Proposed Budget

To support CAPCOG exceeding data quality objectives and scientifically defensible data, AECOM brings an experienced team that routinely provides consistent systems operations and management for ambient air monitoring networks.

Half a Century of Experience. AECOM Ambient Air Quality Monitoring staff have been conducting air monitoring studies and monitoring for over 50 years. Our quality management system (QMS) is certified to the internationally renowned ISO 9001:2015 standard, yet is sufficiently flexible to address the specific requirements of this program. We have maintained air monitoring networks throughout the state of Texas and across the United States for industrial and commercial clients as well as governmental agencies such as the Louisiana Department of Environmental Quality (LDEQ), the Texas Commission on Environmental Quality (TCEQ), Minnesota Pollution Control Agency (MPCA), and the Sandia National Laboratories. AECOM operates over 60 air monitoring stations throughout the state of Texas and has extensive experience operating criteria pollutant analyzers. Our team also provided air monitoring services to CAPCOG through our legacy company, Radian Corp.

Local presence. The AECOM Ambient Air Measurements team is in Austin with approximately 30 experienced air monitoring professionals who are specialized in ambient air quality monitoring. We are committed to supporting CAPCOG's mission to maximize the probability of compliance with the National Ambient Air Quality Standards (NAAQS) region-wide and minimize health and environmental impacts of regional air pollution. All staff involved in supporting CAPCOG's air monitoring efforts are in Austin and are committed to providing reliable operation of air monitoring stations that monitor the air for the community we live in. With a local presence and efficient site visit planning, AECOM can reduce the greenhouse gas emissions footprint from the maintenance and calibrations travel by carefully planning trips to reduce miles driven by local staff.

We are prepared to initiate this project upon award. If you need additional information, please contact [John Sorkness](mailto:John.Sorkness@aecom.com) for technical details at 512.461.2833 or via email at john.sorkness@aecom.com.

Sincerely,

AECOM Technical Services, Inc.



John Sorkness
Project Manager



Laura Faletto
Associate Vice President

Executive Summary

AECOM will support the Capital Area Council of Governments (CAPCOG) air quality monitoring network from our Austin office. . The Ambient Air Quality Monitoring Group consists of approximately 30 air quality scientists who are dedicated to providing reliable air quality data to our many clients. We have over 645 years of combined air monitoring experience with an average tenure of 21.5 years. We understand that CAPCOG has high expectations for the operation of their air monitoring network and the completeness of its data. AECOM is vastly experienced in air monitoring network operations, data validation, quality control (QC), quality assurance (QA), and project management.

Our team will be led by Mr. John Sorkness, Air Quality Monitoring Project Manager. Mr. Sorkness has over 11 years of ambient air monitoring experience, has served on the AECOM Austin Ambient Air Measurements QA team, led the QA team as Team Leader, and serves as a project manager for ambient air monitoring projects throughout the country and abroad. Mr. Sorkness has lived in Austin his entire life and is fiercely committed to serving his community and providing reliable air quality measurements for the capital area.

Mr. Sorkness will lead a dedicated team of experienced local air quality specialists to operate and maintain CAPCOG's air monitoring equipment and stations. Our primary operators for your network will be Mr. Wyatt Stout and Mr. Quan Vuong, who each are experienced in ambient air measurements instrumentation, QA/QC, meteorological equipment, NAAQS requirements, and operating the ozone transfer standard verification lab in the AECOM Austin office. Mr. Vuong and Mr. Stout live within Austin and will be available every week to operate and respond to time sensitive issues with the CAPCOG air monitoring equipment. Our data validation team has vast experience validating ambient criteria pollutant data within the state of Texas and meeting our client's data completeness requirements. We are experienced with the TCEQ Leading Environmental Display System (LEADS) and have a team of database professionals who are experienced with data transmission to LEADS through our existing projects with the TCEQ.

The AECOM Ambient Air Measurements office, labs, and instrumentation shops are located in north Austin. The Austin labs are supplied with tools and spare parts necessary to repair ambient air measurements analyzers, an ozone transfer standard verification lab with a level 2 primary standard that is verified annually by the EPA Region 6 standard reference photometer (SRP), a large inventory of ozone transfer standards, and several experienced senior operations managers available to assist with site installations, equipment repairs,

and analyzer troubleshooting.

AECOM has carefully reviewed the scope of work requested in the RFP and prepared a work plan outlining how the CAPCOG air monitoring stations will be recommissioned, prepare the stations to begin operations starting on March 1st, 2024, calibrate the ozone analyzers, perform routine maintenance on the air monitoring equipment, confirm data acquisition systems are transmitting data to LEADS and EPA AirNow systems, and decommission the air monitoring sites as needed. Our routine maintenance will be conducted according to the CAPCOG manual or TCEQ's Standard Operating Procedures (SOPs).

The AECOM Austin Ambient Air Measurements Team is eager to provide air monitoring services for the community we live in. We have a large, talented, and experienced team of air quality specialists who are ready to meet the standards and expectations of CAPCOG. Our level of experience performing air monitoring throughout Texas, the country, and abroad should give you highest confidence that we will meet your obligations and expectations for providing quality data and sound air monitoring operations.

Organizational Profile

AECOM's History

The AECOM Austin Air Measurements Team has been performing air quality monitoring and special air monitoring studies for over 50 years. The team has been acquired through acquisitions over the decades operating under Radian Corp, Dames & Moore, URS Corp, and now AECOM, but we have never lost our culture of quality or our dedication to excellence. AECOM has operated air monitoring networks in nearly every major metropolitan area of Texas including Austin, Houston, Dallas, Corpus Christi, and Beaumont/Port Arthur. We currently operate over 60 air monitoring stations throughout the state of Texas, including many more throughout the United States. Our team has vast experience installing and maintaining criteria pollutant analyzers including Ozone, NO_x/NO/NO₂, NO_y, NO₂ specific, SO₂, CO, Lead, PM_{2.5}, and PM₁₀ as well as other monitoring criteria including H₂S, meteorological towers ranging from 10 to 100 meters in height, solar and net radiation, low-cost sensors, sorbent tube samplers, and VOCs through FTIR, auto-GCs, and canister sampling.

Primary Business

AECOM is a leading provider worldwide for environmental science and consulting. We consistently rank highly for our environmental services and air quality according to *Engineering News-Record* (ENR). As a company, AECOM provides a wide range of resources including civil and structural engineering, construction services, AECOM has been named one of *Fortune* magazine's "World's Most Admired Companies" so the sixth consecutive year and named on of 2022 *World's Most Ethical Companies* for our commitment to integrity and making a positive impact by Ethisphere.

AECOM is headquartered in Los Angeles, CA with offices throughout the United States and the world. AECOM has dedicated air quality staff in Austin, Dallas, Houston, Beaumont, Corpus Christi as well as several other offices throughout the country.

Ownership Information

AECOM is a publicly traded corporation and is not a small business or a Historically Underutilized Business in the State of Texas.

SAM Entity Identification Number: EPUXNLX5EYC4;

Physical & Mailing Address: 13640 Briarwick Dr. Suite 200, Austin, TX 78729;

Primary contact name: John Sorkness, Project Manager;

Office Phone: (512) 454-4797;

Primary Contact Cell Phone: (512) 461-2833;

Email: John.Sorkness@aecom.com



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Top Digital EHS Services Provider
 2020 Verdantix Green Quadrant
- 
#1 ENR Environmental Sciences
 2021 Engineering News-Record
- 
Top Environmental Consultancy
 Environmental Analyst
- 
#2 Green Building Design Firm in the US
 2021 Engineering News-Record
- 
Climate Change Adaption and Resilience
 2019-2021 Climate Change Journal Awards – Eight Awards for Project Merit and Industry Leadership
- 
Environmental Consulting
 2019-2021 Environmental Business Journal Awards – Thirteen Awards for Industry Leadership, Technology Merit, Social Contribution and New Practice Area

Work Plan

Task 1 O₃ Monitoring

Subtask 1.1 Site Set-Up

AECOM has exceptional experience with O₃ monitoring and currently operates 14 O₃ monitoring stations in Texas and over 50 meteorological towers ranging from 10 meters to 100 meters tall throughout the United States. Our strategy to initiate the air quality monitoring network will follow the protocols we utilize for all the air monitoring networks managed and executed by AECOM as listed below. We will prepare all ten sites to be operational by March 1, 2024. The air quality monitoring locations CAMS 614, 690, 1604, 1612, 1613, 1619, 1620, 1629, 1630, and 1675 will be visited and powered on between February 1, 2024, and February 28, 2024. The protocol to initiate the air quality monitoring sites are as follows:

- The ozone analyzers and supporting equipment including data acquisition systems, air conditioners, meteorological equipment, and communications equipment owned by CAPCOG will be turned on. The ozone analyzers will be allowed to warm up for no less than one hour before any calibrations are performed to allow ample time for the analyzer to warm up.
 - Monitoring equipment will be tested to verify it is working properly including testing communications, performing calibrations and multipoint verifications of the ozone analyzers, checking flow rates of PM_{2.5} samplers, calibrating flow rates of calibration systems, and checking that any applicable battery backups are operational.
 - Ozone analyzers will be calibrated after they have properly warmed up. Calibrations will be performed according to the calibrations outlined in subtask 1.4.
 - Meteorological equipment will be calibrated, and responses verified according to the EPA "Quality Assurance Handbook for Air Measurements Systems Volume IV: Meteorological Measurements Version 2.0".
 - Communications with the air quality monitoring station will be verified and tested to confirm data is being transmitted to and received by TCEQ's LEADS and EPA's AirNow via DR DAS' Envidas Ultimate Software.
 - Each air monitoring station will be inventoried during the initiation phase in February 2024. Inventories will include the make, model, and serial numbers of all air monitoring equipment, quantity, and type of consumables including sample inlet filters, filter medias, and sample tubing.
- Following the initiation of the air quality monitoring systems, calibration of the monitoring equipment, verification of communications and supporting equipment, and completion of the start-of-season inventory of each station, the TCEQ and CAPCOG will be notified via email that the stations are operational.
 - The AECOM data management team will verify that data is being reported to TCEQ's LEADS and EPA's AirNow.
 - AECOM owns its own ozone transfer standard verification lab with a level 2 primary standard that is verified annually against the EPA Region 6 level 1 SRP. The AECOM primary standard will verify the CAPCOG O₃ transfer standard to be used on the CAPCOG ozone analyzers. If CAPCOG requests, the CAPCOG O₃ transfer standard will be brought to the EPA Region 6 office to be verified before the start of monitoring. If CAPCOG does not procure its own O₃ transfer standard, AECOM will use one of the AECOM O₃ transfer standards to perform verifications on the CAPCOG O₃ analyzers. The AECOM O₃ transfer standards are verified every three months by the AECOM level 2 primary standard.

We anticipate site set-ups in February prior to the beginning of the ozone monitoring season to take approximately two dedicated weeks each year.

Subtask 1.2 Installation of Automated Calibration Equipment

If CAPCOG procures automated multi-gas calibrators before the beginning of the 2024 O₃ monitoring season, AECOM will install and configure this equipment at the air quality monitoring sites specified by CAPCOG. The calibrators will be configured as follows:

- Calibrators will be powered on and allowed to warm up for no less than one hour before calibrations are performed.
- The flow rates of each mass flow controller (MFC) will be calibrated using National Institute of Standards and Technology (NIST) traceable volumetric flow meters according to the manufacturer's instructions.
- The internal bench photometer and ozone generator of the calibrator will be calibrated and verified according to the manufacturer's instructions. The bench photometer will be calibrated against the AECOM level 2 primary standard in the AECOM Quality Assurance Lab in Austin.
- The supporting zero air generators for each calibrator will be powered on and verified that they have new scrubber filter media. All

connections will be checked for leaks.

We anticipate the installation of autocal equipment in up to 6 air monitoring stations in February 2024 to take approximately 55 hours of labor.

Subtask 1.3 O3 Site Routine Maintenance

AECOM will begin maintaining the CAPCOG air monitoring stations starting on March 1, 2024. Maintenance of each site will be conducted according to CAPCOG’s 2022-2023 Quality Assurance Project Plan (QAPP). Site routine maintenance will include:

- Checking the O₃ analyzer inlet sample lines and manifold for the presence of moisture, dust, or debris.
- Maintenance of the grounds including mowing high vegetation.
- Replacing analyzer inlet filters and sample lines as needed.
- Verification of shelter temperature and air conditioner operation.
- Checking the O₃ analyzers for any error codes that could indicate issues that may lead to data loss.
- Checking the O₃ analyzer flow rates.
- Inspect the air monitoring shelter for damage or potential hazards at the air monitoring station.
- Inspect any fencing around the air monitoring station to verify the site is properly secure.
- Verify that data is being transmitted and received by TCEQ’s LEADS and EPA’s AirNow systems.
- Inspect meteorological sensors and cables for signs of deterioration or damage.
- Inspect temperature probes and remove dust accumulation.
- Inspect meteorological towers to verify they are plumb, that fasteners are intact and tight, and that any applicable elevator system is operational.
- Check wind speed and wind direction bearings and replace bearings as necessary.

We anticipate the maintenance of 10 air monitoring sites to take approximately 46 hours of labor each month during the ozone monitoring season.

Subtask 1.4 O3 Site Routine Manual Calibrations

AECOM will perform monthly five-point calibrations of each O₃ analyzer according to CAPCOG’s QAPP. These calibrations will be performed during non-peak O₃ hours. Monthly calibrations will be performed in the morning hours of the day to prevent missing the monitoring of elevated ambient O₃

concentrations or on days when high ozone concentrations are not expected.

The multi-point calibrations will consist of generating five concentrations of O₃ using a calibrator equipped with an internal photometer that is verified against the AECOM level 2 primary standard. The calibrations will be recorded using an Excel spreadsheet and the on-site data logger. If analyzer performance does not meet the operating standards listed in the QAPP then the analyzer will be calibrated, and a post-calibration five-point verification will be performed to verify that the analyzer responses are within quality specifications.

Manual calibrations will occur prior to the beginning of operations on March 1, 2024 and then on a monthly basis no sooner than 15 days apart or any later than 45 days apart at the same station. The manual five-point calibrations will be performed at each station that is not equipped with an automated calibration system until the end of the O₃ monitoring period.

During the five-point calibration period, O₃ input concentrations from the calibrator will be generated and introduced to each O₃ analyzer for at least 15 minutes to allow for the calibrator ozone generator to stabilize and all sample lines to properly condition. A five-minute average will be recorded from the site datalogger after the O₃ analyzer measurements have stabilized. During the calibration period, all applicable O₃ analyzer channels will be flagged on the datalogger to prevent the calibration concentrations from being reported as ambient samples. Zero points will also be tested monthly to verify that the baseline is within specifications as outlined in the QAPP.

A final manual five-point calibration check will be performed on each O₃ analyzer before it is powered off at the end of the monitoring period. This final five-point is performed to demonstrate that the O₃ analyzer was within QC specifications at the end of the monitoring period. We anticipate the routine manual calibrations of 4 air monitoring sites to take approximately 12 hours of labor each month during the ozone monitoring season.

Subtask 1.5 O3 Site Operation of Automated Calibration Equipment

Wherever CAPCOG indicates automated calibration equipment to be installed, AECOM will maintain the calibration equipment. The maintenance of the calibration equipment will include performing quarterly calibrations of the MFCs using NIST-traceable volumetric flow meters, verification of the internal bench photometer with an ozone transfer standard, and replacement of the zero air generator’s scrubber materials.

The ozone generator of the calibrator will be calibrated and verified according to the manufacturer’s instructions. The bench photometer will be calibrated against the CAPCOG O₃ transfer

standard or an AECOM level 3 ozone transfer standard that is verified quarterly by the primary standard in the AECOM Quality Assurance Lab in Austin. The bench photometer will be calibrated quarterly.

The scrubber material for the zero air generators will be changed at the beginning of each O₃ monitoring season or when evidence suggests the media has been exhausted and needs to be replaced.

If applicable, daily span, precision, and zero checks will be performed with the automated calibration equipment during the evening hours. Daily calibration checks can be programmed and performed by the automated calibration to monitor the O₃ analyzer for instrument drift to identify issues sooner and reduce data loss and improve accuracy. The results of the autocalibration checks will be checked by the data validation staff to determine if instrument drift is occurring. We anticipate the operation of autocal equipment in up to 4 air monitoring stations to take approximately 26 hours of labor each quarter.

Subtask 1.6 Data Validation

AECOM will perform data analysis and validation on the O₃ analyzers and meteorological sensors. Data validation procedures will be followed as described in the CAPCOG QAPP.

Data validation tasks will include daily data reviews of each site to verify that data is being reported to LEADS and AirNow, that there are no aberrant data being reported from each site, that QC calibration checks are within acceptable limits, and that no data is missing. Data will also be compared with nearby monitoring stations to identify anomalous data that may need further in-person investigation by AECOM technicians.

Each month AECOM will review the previous month's data and data flags will be applied where applicable. Reviewing data against QC data, calibrations, and logbook entries will occur during the monthly validation reviews as well. Data completeness will be calculated for each site during this period.

The AECOM data validation team is familiar with the TCEQ LEADS system and AirNow. While the AECOM data validation team does not currently have familiarity with DR DAS' Envidas Ultimate reporting software, we are committed to learning this software by November 30, 2023 if awarded the CAPCOG air monitoring services contract.

AECOM will maintain steady communication with CAPCOG and promptly inform CAPCOG of any incidents resulting in significant data loss or delays in the data validation process. In the event of delays or significant data loss, AECOM will propose corrective actions to resolve the issue and prevent

further delays or loss of data. We anticipate data validation to require approximately 18 hours of labor each month.

Subtask 1.7 Monthly Reports

As required by CAPCOG, AECOM will submit monthly reports of the O₃ data and monthly invoice by the tenth day of each month. The invoices will document AECOM's work on subtasks 1.2 through 1.6. The electronic reports will include data completeness statistics, results of calibrations, operator logs, any deviations from the approved QAPP, data validation procedures employed, and any other information needed for CAPCOG to verify that the data quality objectives were met, and issues addressed. We anticipate the writing and quality review of monthly reports to take approximately 6 hours each month.

Subtask 1.8 Operational Contingencies

Having operated air monitoring networks throughout the state of Texas for over 50 years, we are acutely aware that unforeseen issues can be common in air monitoring that are not addressed in subtasks 1.1 through 1.7. Some possible issues that could occur without requiring additional funding include 2-3 unscheduled site visits per month to perform minor instrument diagnostic investigations that can be accomplished in 30 minutes or less, repairs that do not incur additional material costs or replacement parts, including replacing consumables like inline filters, sample tubing, solenoid valves, broken glassware, or repairing and replacing any materials that are owned by CAPCOG. Some out-of-scope tasks would include power or communication service provider issues, HVAC/ shelter repairs, site access or security issues, and major instrumentation failures that need to be remediated before the next scheduled visit.

As stated in the CAPCOG Air Monitoring Services RFP, AECOM proposes that CAPCOG provide a \$300 per month contingency allowance with any unused amount rolling over to the next month. AECOM will document any such contingencies in the monthly bill. If additional reimbursements are required beyond this allowance, AECOM will submit a detailed work order to CAPCOG for approval with the labor categories provided in the Task 12 Other Tasks pricing table in the budget.

Troubleshooting

There are instances where actions may be required to prevent significant data loss that are out-of-scope of the subtasks in this proposal. For example, in the case of analyzer failure that cannot be easily repaired in the field, AECOM proposes bringing said equipment to the air monitoring lab in Austin, TX for diagnosis and repair. AECOM owns spare O₃ analyzers that can be leased to CAPCOG while the

instrument in question is being investigated and repaired. Equipment leasing is covered in Optional Task 11. Any costs to replace parts of the O₃ analyzer and labor to rebuild it will be billed to CAPCOG after receiving written approval from CAPCOG to provide any replacements and repairs. AECOM can also provide consulting services in instances where equipment needs to be replaced, repaired, moved, general equipment and sampling troubleshooting, and guidance on siting of new sampling equipment and locations.

Data Quality Objectives

AECOM understands meeting data quality objectives are critical for this air monitoring network. AECOM will strive to reduce data loss during peak 8-hour O₃ ambient concentrations and avoid performing calibrations and significant maintenance on the O₃ analyzers between 10 am and 6 pm during days at risk of elevated O₃. This means we plan on rescheduling work to be performed on days that O₃ levels are to be “moderate” or worse or during hours that typically do not see elevated levels of O₃. AECOM will adopt the data quality objectives that can be found in Table 6-1 of CAPCOG’s 2022-2023 QAPP.

Task 2 Continuous PM_{2.5} Monitoring

Subtask 2.1 Continuous PM_{2.5} QAPP

AECOM will assist CAPCOG in the development of a QAPP that details how continuous PM_{2.5} will meet the requirements of a Category III QAPP for measurement projects. AECOM has vast experience writing QAPPs and has operated several PM_{2.5} monitoring networks across the country. The PM_{2.5} monitoring QAPP will be similar in scope to the existing 2022-2023 QAPP for O₃ monitoring as listed in the RFP. The QAPP will cover the following topics:

- Project description and objectives;
- Organization and responsibilities;
- Scientific approach;
- Sampling procedures;
- Measurement procedures;
- Quality metrics (QA/QC checks);
- Data analysis, interpretation, and management; and
- Reporting.

We anticipate the writing of the QAPP to take approximately 19 hours.

Subtask 2.2 Continuous PM_{2.5} Site Set-Ups

AECOM has exceptional experience with continuous PM sensor installation and operation. We operate 26 continuous PM monitors in Texas and across the

United States. We have experience operating Thermo TEOMs, Met One BAM 1020s, and API T640x monitors. Our strategy to initiate the PM_{2.5} air quality monitoring network will follow the protocols we utilize for the air monitoring networks managed and executed by AECOM as listed below. We will prepare the five to seven sites to be operational by January 1, 2024. A majority of the PM_{2.5} monitoring locations are anticipated to be collocated with existing O₃ CAMS site (614, 690, 1604, 1612, 1613, 1619, 1620, 1629, 1630, and 1675). The protocol to initiate the air quality monitoring sites are as follows:

- The PM_{2.5} monitors will be installed at the designated monitoring locations and powered on.
- PM_{2.5} monitors will be calibrated using NIST-traceable flow meters, thermometers, and barometers to verify they are sampling the desired flow rate of air according to the manufacturers and EPA FRM/FEM specifications.
- Communications with the air quality monitoring station will be verified and tested to confirm data is being transmitted to and received by TCEQ’s LEADS and EPA’s AirNow via DR DAS’ Envidas Ultimate Software.
- Each air monitoring station will be inventoried during the initiation phase in January 2024. Inventories will include the make, model, and serial numbers of all air monitoring equipment and spares, quantity, and type of consumables including tubing and filter paper.
- Following the initiation of the air quality monitoring systems, calibration of the monitoring equipment, verification of communications and supporting equipment, and completion of the start-of-season inventory of each station, the TCEQ and CAPCOG will be notified via email that the stations are operational.
- The AECOM data management team will verify that data is being reported to TCEQ’s LEADS and EPA’s AirNow.

We assume that CAPCOG will provide the lease for the land the monitors will be located on, costs for the preparation of the sampling location for the installation of the monitors, and any necessary installation of utilities to power the monitors. We anticipate the preparation and set-up of a new continuous PM_{2.5} monitor to take approximately 10 hours at each site.

Subtask 2.3 Continuous PM_{2.5} Routine Maintenance and Calibrations

AECOM will begin maintaining the CAPCOG PM_{2.5} air monitoring stations starting on January 1, 2024. Maintenance of each site will be conducted

according to CAPCOG's PM_{2.5} monitoring QAPP from subtask 2.1, EPA's model specific SOPs, or according to the manufacturer's manual for the model of PM_{2.5} monitor operating. PM_{2.5} routine maintenance will include:

- Checking PM_{2.5} inlet heads for obstructions and cleaning the inlet heads and very sharp cut cyclones (VSCC™) monthly.
- Checking the PM_{2.5} monitor's tape
- Maintenance of the grounds including mowing high vegetation.
- Replacing monitors O-rings as needed.
- Verification of shelter temperature and air conditioner operation if applicable.
- Checking the PM_{2.5} monitors for any error codes that could indicate issues that may lead to data loss.
- Checking the PM_{2.5} monitors flow rates and clocks.

We anticipate the maintenance and monthly calibrations of continuous PM_{2.5} monitors to take approximately 4 hours each month when collocated at an existing monitoring location and approximately 9 hours each month when located at new monitoring locations.

Subtask 2.4 Continuous PM_{2.5} Data Validation

AECOM will perform data analysis and validation on the PM_{2.5} continuous monitors data. Data validation procedures will be followed as described in CAPCOG's PM_{2.5} monitoring QAPP from subtask 2.1.

Data validation tasks will include daily data reviews of each site to verify that data is being reported to LEADS and AirNow, that there are no aberrant data being reported from each site, that QC checks are within acceptable limits, and that no data is missing. Data will also be compared with nearby monitoring stations to identify anomalous data that may need further in-person investigation by AECOM technicians.

Each month AECOM will review the previous month's data and data flags will be applied where applicable. Reviewing data against QC data, calibrations, and logbook entries will occur during the monthly validation reviews as well. Data completeness will be calculated for each site during this period.

The AECOM data validation team is familiar with the TCEQ LEADS system and AirNow. While the AECOM data validation team does not currently have familiarity with DR DAS' Envidas Ultimate reporting software, we are committed to learning this software by November 30, 2023 if awarded the CAPCOG air monitoring services contract.

AECOM will maintain steady communication with CAPCOG and promptly inform CAPCOG of any incidents resulting in significant data loss or delays in the data validation process. In the event of delays or significant data loss, AECOM will propose corrective actions to resolve the issue and prevent further delays or loss of data. We anticipate the validation of 7 continuous PM_{2.5} monitors to take approximately 4 hours each month.

Subtask 2.5 Continuous PM_{2.5} Reporting

As required by CAPCOG, AECOM will submit monthly reports of the PM_{2.5} data and monthly invoice by the tenth day of each month. The invoices will document AECOM's work on subtasks 2.2 through 2.4. The reports will include data completeness statistics, results of calibrations, operator logs, any deviations from the approved QAPP, data validation procedures employed, and any other information needed for CAPCOG to verify that the data quality objectives were met, and issues addressed. We anticipate the writing and quality review of monthly reports to take approximately 4 hours each month for continuous PM_{2.5} monitoring.

Subtask 2.6 Continuous PM_{2.5} Training

AECOM has a large group of experienced air quality professionals with over 640 years of combined air monitoring experience. We have the resources and experience to provide training to staff, students, and faculty at CAPCOG, St. Edwards University, and Huston-Tillotson University on the operation and maintenance of the continuous PM_{2.5} monitoring. We have existing SOPs and guidance materials on the operation and maintenance of PM_{2.5} monitors and are ready to provide training beginning in Spring 2024. We anticipate it will take approximately 19 hours to prepare training material and give a thorough presentation with time for hands-on demonstrations and Q&A from staff and faculty. If this is beyond the scope that CAPCOG had envisioned for training, we welcome the chance to negotiate a different scope of training.

Subtask 2.6 Operational Contingencies

AECOM is highly capable to operate and troubleshoot the PM_{2.5} monitors, but if any tasks are required outside of those listed in subtasks 2.2-2.4, AECOM will contact CAPCOG to provide a detailed report of the issues discovered, a corrective action plan to address it, and submit a detailed work order to CAPCOG for approval if additional work or materials are needed. AECOM will provide a work order using the labor categories provided in the Task 12 Other Tasks pricing table in the budget.

Some possible issues that could occur without requiring additional funding include monitor diagnostic investigation that can be accomplished in 30 minutes or less, routine cleaning of PM_{2.5} monitor

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parts, replacement of filter tape, and minor repairs that do not incur additional material costs or replacement parts. We assume all instruments, accessories, and applicable shelters are fully functional and are not in need of major repairs. We assume major electrical work that requires the use of a licensed electrician, communication service provider issues, site access or security issues, and applicable HVAC/shelter repairs will be handled by CAPCOG.

General Troubleshooting

There are instances where actions may be required to prevent significant data loss that are out-of-scope of the subtasks in this proposal. For example, in the case of monitor failure that cannot be easily repaired in the field, AECOM proposes bringing said equipment to the air monitoring lab in Austin, TX for diagnosis and repair. AECOM owns spare PM_{2.5} monitors that can be leased to CAPCOG while the instrument in question is being investigated and repaired. Equipment leasing is covered in Optional Task 11. Any costs to replace parts of the PM_{2.5} monitors and labor to rebuild it will be billed to CAPCOG after receiving written approval from CAPCOG to provide any replacements and repairs. AECOM can also provide consulting services in instances where equipment needs to be replaced, repaired, moved, general equipment and sampling troubleshooting, and guidance on siting of new sampling equipment and locations.

Task 3 Speciated PM_{2.5} Monitoring

Subtask 3.1 QAPP Development

AECOM will assist CAPCOG in the development of a QAPP that details how speciated PM_{2.5} monitoring will meet the requirements of a Category III QAPP for measurement projects. AECOM has vast experience writing QAPPs and has operated several air monitoring networks across the country that have speciated PM_{2.5} sampling. The PM_{2.5} sampling QAPP will be similar in scope to the existing 2022-2023 QAPP for O₃ monitoring as listed in the RFP. The QAPP will cover the following topics:

- Project description and objectives;
- Organization and responsibilities;
- Scientific approach;
- Sampling procedures;
- Measurement procedures;
- Quality metrics (QA/QC checks);
- Data analysis, interpretation, and management; and
- Reporting.

We anticipate the writing of the QAPP to take approximately 19 hours.

Subtask 3.2 Site set-up

AECOM is well experienced in deploying and operating speciated PM_{2.5} samplers. Our strategy to initiate the speciated PM_{2.5} equipment will follow the protocols we utilize for the air monitoring networks managed and executed by AECOM as listed below. We will prepare the two monitors to be operational by January 1, 2024. The speciated PM_{2.5} monitoring location is anticipated to be collocated with an existing O₃ CAMS site (614, 690, 1604, 1612, 1613, 1619, 1620, 1629, 1630, and 1675). The protocol to initiate the air quality monitoring site is as follows:

- The speciated PM_{2.5} monitors will be installed at the designated monitoring locations and powered on.
- Speciated PM_{2.5} monitors will be calibrated using NIST-traceable flow meters, thermometers, and barometers to verify they are sampling the desired flow rate of air according to the manufacturers and EPA FRM/FEM specifications. Sampling schedules will be programmed in the monitors per CAPCOG's requested sample frequency.
- The air monitoring station will be inventoried during the initiation phase in January 2024. Inventories will include the make, model, and serial numbers of all air monitoring equipment and spares, quantity, and type of consumables including tubing and filter cassettes.
- The AECOM team will notify CAPCOG that the stations are operational.

We assume that CAPCOG will provide the lease for the land the samplers will be located on, costs for the preparation of the sampling location for the installation of the samplers, and any necessary installation of utilities to power the samplers. We anticipate the preparation and set-up of a new speciation PM_{2.5} monitor to take approximately 10 hours.

Subtask 3.3 Speciated PM_{2.5} Routine Maintenance and Calibrations

AECOM will begin maintaining the CAPCOG speciated PM_{2.5} air monitors starting on January 1, 2024. Maintenance of each monitor will be conducted according to CAPCOG's speciated PM_{2.5} monitoring QAPP from subtask 3.1, EPA's Quality Assurance Guidance Document 2.12 – "Monitoring PM_{2.5} in Ambient Air", or according to the manufacturer's manual for the model of speciated PM_{2.5} monitor operating. Speciated PM_{2.5} routine maintenance will include:

- Checking PM_{2.5} inlet heads for obstructions and cleaning the inlet heads and very sharp cut cyclones (VSCC™) monthly.
- Cleaning the PM_{2.5} impactor between samples.

- Maintenance of the grounds including mowing high vegetation.
- Replacing monitors O-rings as needed.
- Checking the speciated PM_{2.5} monitors for any error codes that could indicate issues that may lead to data loss.
- Performing QC checks of the speciated PM_{2.5} monitor's flow rates, temperature, pressure, and clock and performing external leak checks monthly.
- Programming the monitors for their next scheduled sample run and installing new filter cassettes in the monitors.
- Cleaning the downtubes and applying vacuum grease to the impactor assemblies quarterly.

We anticipate the maintenance and monthly calibrations of 2 speciated PM_{2.5} samplers to take approximately half an hour each month when collocated at an existing monitoring location and approximately 1.5 hours each month when located at a new monitoring location, assuming the two samplers are collocated together.

Subtask 3.4 Speciated PM_{2.5} Sample Collection and Shipment

AECOM has abundant experience collecting and shipping speciated PM_{2.5} samples to laboratories for analysis. We will collect samples on a timely basis and promptly ship them to the laboratory in their approved sampling containers within their holding time window as required in 40 CFR Part 50 Appendix L Sections 8.3.6 and 10.13. In the scenario where shipping the samples is delayed, the collected samples will be refrigerated until they can be shipped. Chain of custody forms will be completed and submitted with each filter shipment and checked by the validation team.

AECOM anticipates collecting samples every six days for a period of two years resulting in 122 samples. If a sample day is missed due to a power outage, equipment failure, or other cause, a make-up run will be performed at the soonest availability. All shipping procedures including temperature, shipping time, and shipping containers will meet EPA's Quality Assurance Guidance Document 2.12 – "Monitoring PM_{2.5} in Ambient Air". We assume that CAPCOG will be responsible for shipping speciated PM_{2.5} samples to the lab as covered in the "CAPCOG 20234-2025 Air Quality Monitoring Contract Request for Proposals Update Summary and Response to Questions" dated September 8, 2023. We anticipate the sample collection of 2 speciated PM_{2.5} samplers to take approximately 6 hours each month, assuming the two samplers are collocated together.

Subtask 3.5 Speciated PM_{2.5} Data Validation

AECOM will perform data analysis and validation on the speciated PM_{2.5} monitors data. Data validation procedures will be followed as described in CAPCOG's speciated PM_{2.5} monitoring QAPP from subtask 3.1.

Data validation tasks will include data reviews of each sample collected to verify that the recorded ambient temperature and pressure are similar to that of nearby sensors, run times were of proper length, and that monitored flow rates were maintained within acceptable ranges. The lab report and chain of custody (CoC) will also be reviewed for any errors in calculations, verification of correct sample date, and review of sampled results and field blank results.

Each month AECOM will review the previous month's data, CoC's, and lab reports to determine whether the data are valid or not. Data completeness will be calculated for each site during this period. The validated data will be loaded to the EPA Air Quality System (AQS) and TCEQ's Texas Air Monitoring Information System (TAMIS) database.

AECOM will maintain steady communication with CAPCOG and promptly inform CAPCOG of any incidents resulting in sample loss or delays in the data validation process. In the event of delays or significant data loss, AECOM will propose corrective actions to resolve the issue and prevent further delays or loss of data. We anticipate the validation of 2 speciated PM_{2.5} samplers to take approximately 3 hours each month.

Subtask 3.6 Speciated PM_{2.5} Reporting

As required by CAPCOG, AECOM will submit monthly reports of the speciated PM_{2.5} data and monthly invoice by the tenth day of each month. The invoices will document AECOM's work on subtasks 3.2 through 3.5. The reports will include data completeness statistics, results of calibrations, operator logs, any deviations from the approved QAPP, data validation procedures employed, and any other information needed for CAPCOG to verify that the data quality objectives were met, and issues addressed. We anticipate the writing and quality review of monthly reports to take approximately 5 hours each month for speciated PM_{2.5} monitoring.

Subtask 3.7 Speciated PM_{2.5} Training

AECOM has a large group of experienced air quality professionals with over 640 years of combined air monitoring experience. We have the resources and experience to provide training to staff, students, and faculty at CAPCOG, St. Edwards University, and Huston-Tillotson University on the operation and maintenance of the speciated PM_{2.5} monitoring. We have existing SOPs and guidance materials on the operation and maintenance of speciated PM_{2.5}.

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monitors and are ready to provide training beginning in Spring 2024. We anticipate it will take approximately 19 hours to prepare training material and give a thorough presentation with time for hands-on demonstrations and Q&A from staff and faculty. If this is beyond the scope that CAPCOG had envisioned for training, we welcome the chance to negotiate a different scope of training.

Subtask 3.8 Operational Contingencies

AECOM is highly capable to operate and troubleshoot the speciated PM_{2.5} monitors, but if any tasks are required outside of those listed in subtasks 3.2-3.6, AECOM will contact CAPCOG to provide a detailed report of the issues discovered, a corrective action plan to address it, and submit a detailed work order to CAPCOG for approval if additional work or materials are needed. Some possible issues that could occur without requiring additional funding include monitor diagnostic investigation that can be accomplished in 30 minutes or less, routine cleaning of PM_{2.5} sampler parts, and minor repairs that do not incur additional material costs or replacement parts. AECOM will provide a work order using the labor categories provided in the Task 12 Other Tasks pricing table in the budget.

If the speciated PM_{2.5} samplers encounter a critical failure and need to be replaced, parts of the samplers need to be replaced, or the samplers need to be removed from the field to be repaired, these larger tasks would be considered out-of-scope of this proposal. Additional out-of-scope activities would include purchasing and replacing consumables of the samplers (e.g., O-rings and sample filters), diagnostic testing that requires more than 30 minutes to perform, replacing damaged or stolen parts of the samplers, addressing site access or security issues, or major electrical work that would require the use of a licensed electrician.

General Troubleshooting

There are instances where actions may be required to prevent significant data loss that are out-of-scope of the subtasks in this proposal. For example, in the case of monitor failure that cannot be easily repaired in the field, AECOM proposes bringing said equipment to the air monitoring lab in Austin, TX for diagnosis and repair. AECOM owns a spare speciated PM_{2.5} monitor that can be leased to CAPCOG while the instrument in question is being investigated and repaired. Equipment leasing is covered in Optional Task 11. Any costs to replace parts of the speciated PM_{2.5} monitors and labor to rebuild it will be billed to CAPCOG after receiving written approval from CAPCOG to provide any replacements and repairs. AECOM can also provide consulting services in instances where equipment needs to be replaced, repaired, moved, general equipment and sampling troubleshooting, and

guidance on siting of new sampling equipment and locations.

Optional Tasks

Task 4 (Optional) Updating CAPCOG's O₃ Monitoring QAPP to Include Automated Calibrations

If CAPCOG requests assistance in updating the existing O₃ monitoring QAPP to include automated calibrations, AECOM will provide consulting services to make the recommended changes to the QAPP. The changes to the QAPP will be made prior to the 2024 O₃ monitoring season. The proposed hours and labor rates needed for this optional task are conducted according to the same procedures and timeframes used by CAPCOG for their O₃ monitoring locations included in the attached budget. We anticipate the writing of the QAPP to take approximately 19 hours.

Task 5 (Optional) Manual Calibrations of St. Edwards University O₃ Monitoring Station

If CAPCOG requests, AECOM will provide monthly manual calibrations of the St. Edwards University O₃ monitoring station. St. Edwards University owns and operates this station, but AECOM is prepared to provide stand-alone visits to this station for monthly calibrations of the O₃ analyzer. Calibrations will be conducted according to the same procedures and timeframes used by CAPCOG for their O₃ monitoring locations. Five-point calibrations will be performed monthly using equipment that is verified quarterly by the AECOM Level 2 ozone primary standard. We anticipate the monthly manual calibrations at St. Edwards University to take approximately 4 hours each month.

Task 6 (Optional) Establishing New O₃ Monitoring Stations

If CAPCOG requests, AECOM will aid with the transportation and installation of a new O₃ monitoring station. AECOM will assist in the installation and connection of the equipment necessary to collect and transmit O₃ and meteorological data. The new monitoring station will be set-up in accordance with Subtask 1.1. After the cellular and electric services have been established by CAPCOG, AECOM will be on-site to test the connections and verify that the installation of utilities is successful.

After the initial installation of the new monitoring station, AECOM will provide routine maintenance and calibrations of the station as detailed in Subtasks 1.2 through 1.5. AECOM will perform a five-point calibration to the O₃ analyzer, test the meteorological sensors to verify they are operating

within their stated specifications, verify the data acquisition system is collecting data, that communications are properly established, and perform an equipment inventory of the new monitoring station. Calibrations will be performed with equipment that is verified quarterly by the AECOM Level 2 ozone primary standard. We anticipate that the installation, maintenance, data validation, and reporting of an additional O₃ monitoring station would require approximately 130 hours of labor.

Task 7 (Optional) Installation and Maintenance of Nitrogen Oxides (NO_x) Monitor at an Existing O₃ Monitoring Site

If CAPCOG requests, AECOM will aid with the installation and maintenance of a NO_x monitor at an existing O₃ monitoring station. AECOM will verify that the analyzer is operating properly, that data is being collected, and that the data is being communicated properly. AECOM will perform an initial five-point calibration of the analyzer, conduct monthly calibrations on the NO_x analyzer, and perform regular maintenance activities including replacement of sample filters for the analyzer.

AECOM will also perform data validation of the NO_x analyzer data. Data validation tasks will include daily data reviews of NO_x/NO/NO₂ data to verify that data is being reported to LEADS and AirNow, that there are no aberrant data being reported, that QC calibration checks are within acceptable limits, and that no data is missing. Data will also be compared with nearby TCEQ monitoring stations to identify anomalous data that may need further in-person investigation by AECOM technicians.

Each month AECOM will review the previous month's data and data flags will be applied where applicable. Reviewing data against QC data, calibrations, and logbook entries will occur during the monthly validation reviews as well. Data completeness will be calculated for each site during this period.

AECOM will maintain steady communication with CAPCOG and promptly inform CAPCOG of any incidents resulting in significant data loss or delays in the data validation process. In the event of delays or significant data loss, AECOM will propose corrective actions to resolve the issue and prevent further delays or loss of data. If the CAPCOG analyzer experiences a critical failure and requires repairs that cannot be performed on site, AECOM has several NO_x analyzers in their Austin office available for lease. With CAPCOG's written approval, AECOM can lease a temporary NO_x analyzer while the CAPCOG analyzer is being repaired as covered in Optional Task 11. We anticipate the installation of a NO_x analyzer would

require approximately 50 hours of labor and the maintenance and calibrations of the analyzer, data validation, and reporting would require approximately 80 hours each year assuming the analyzer is collocated in an existing O₃ monitoring station.

Task 8 (Optional) Site Decommissioning

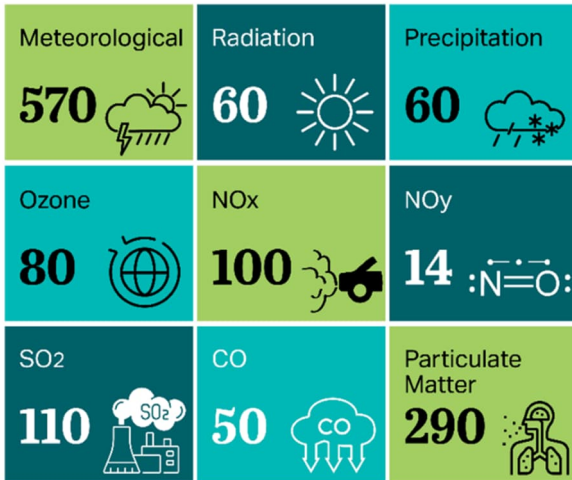
If CAPCOG requests, AECOM will aid with the decommissioning of one or more monitoring sites. AECOM will decommission the site and deliver all equipment to CAPCOG. The sites will also be decommissioned in LEADS and not classified as an active monitoring site in AirNow. The costs to decommission an O₃-only monitoring station, a continuous PM_{2.5} monitor, speciated PM_{2.5} monitors, and a NO_x analyzer are included in the attached budget. The amount of time varies based on the location of the analyzer and complexity of the decommissioning process, but we anticipate approximately 22 hours for a gaseous analyzer and approximately 10 hours for a particulate monitor.

Task 9 (Optional) Independent Audit of O₃ Calibrations

AECOM has a robust QA program with a team of independent QA auditors. The QA team is based in the Austin office and solely performs QA audits of ambient air monitoring stations around Texas and throughout the United States. The QA team performs over 1600 audits of ambient air monitoring analyzers, samplers, and meteorological sensors annually.

The AECOM air measurements QA team has a laboratory in Austin, TX where they perform quarterly verification trials on dedicated QA ozone photometers using a level 2 ozone primary standard, which is verified by EPA Region 6 annually. In addition to the large inventory of QA audit photometers that are used to perform audits on O₃ analyzers, they also maintain a large inventory of multi-gas calibrators, zero air source generators, EPA protocol criteria gas standards, NIST-traceable flow meters, and NIST-traceable meteorological testing equipment. The AECOM QA team is highly experienced in conducting QA audits of O₃ analyzers, NO_x analyzers, and meteorological sensors, including entering the audit results into AQS. If AECOM is not contracted to perform tasks 1-3, we would like to be considered for an independent QA audit contract. We anticipate it will take approximately 5 hours to audit each O₃ analyzer given the time it takes to drive between each site and allow the audit O₃ photometer to properly warm up at each site. This also includes time to

troubleshoot audit findings and help the monitoring site operators identify the cause of any analyzer results that were outside of stated audit objectives.



AECOM Annual QA Audits

Task 10 (Optional) PM Sensor Maintenance

AECOM has experience working with, deploying, and diagnosing PurpleAir PM sensors. AECOM will aid in the maintenance of the PurpleAir PM sensor network across the region by providing general troubleshooting and consulting services to CAPCOG and the PM sensor stakeholders. We will investigate sensors at existing CAMS locations during routine site visits or if a sensor is not located at a CAPCOG monitoring site, a separate trip will be made to investigate it if it stops reporting data. If a PurpleAir sensor needs to be replaced or repaired, AECOM will notify CAPCOG with a proposed corrective action plan and the estimated costs to replace units or parts. A workorder will be issued by CAPCOG for the repair or replacement of PurpleAir PM sensors including any additional labor for the installation of those sensors. We anticipate approximately 30 minutes per routine maintenance visit of each PurpleAir PM sensor when they are collocated at an existing air monitoring station and 90 minutes per routine maintenance visit of each PurpleAir PM sensor when they are located independently. The extra time is anticipated given the breadth of potential travel time to other locations around the five counties covered by CAPCOG and the ever-growing vehicular traffic in these counties.

Task 11 (Optional) Equipment Leasing

AECOM has a large inventory of ambient air monitoring equipment in their office in Austin, TX. The AECOM Austin air monitoring labs and repair shop has spare parts, analyzers, samplers, and monitors that are prepared to be deployed as needed. If CAPCOG has a need for leased

equipment to prevent significant data loss in the event of a critical failure to CAPCOG owned air monitoring equipment, AECOM is prepared to deploy AECOM-owned equipment to CAPCOG air monitoring locations as soon as practical with CAPCOG’s written consent to deploy them.

If CAPCOG is interested in leasing AECOM-owned air monitoring equipment long-term, AECOM is prepared to provide the requested equipment to CAPCOG with a monthly lease fee. AECOM-leased equipment is supported by the AECOM air monitoring labs and can be repaired and replaced by AECOM at not additional costs to CAPCOG. The price lists of equipment available to be leased to CAPCOG are listed in the table below.

EQUIPMENT	MONTHLY COST
Continuous PM _{2.5} Monitor – Met One BAM 1020	\$350
Speciated PM _{2.5} Sampler – Thermo PQ 200	\$350
O ₃ Analyzer – Thermo 49i	\$350
NO _x Analyzer – Thermo 42i	\$350
Calibrator and Air Source – API T700 and API T701	\$475

Task 12 (Optional) Other Tasks

Throughout the course of monitoring there may be additional tasks and services required that are not identified in this proposal. A pricing schedule for labor time is included in the Task 12 Other Tasks budget and the attached budget. Any necessary work outside of the tasks listed in this proposal will first be proposed to CAPCOG with a description of work required and a cost estimate to complete the proposed work. Any additional equipment or parts purchased by AECOM on CAPCOG’s behalf will be marked up by 10%. AECOM will make every attempt to reduce travel costs by combining routine site visits with the any additional tasks required. If a special trip is required that cannot be included with a routine site visit, the cost of mileage will also be included in the proposal to CAPCOG prior to approval.

Budget

AECOM's budget is provided as an Excel spreadsheet file attached with this proposal as requested in the RFP. Below are budgeted breakdowns of activities at each monitoring site monthly as well as costs of report preparation and one-time costs. It is assumed that CAPCOG and AECOM will be able to negotiate mutually agreeable

terms and conditions as described in CAPITAL AREA COUNCIL OF GOVERNMENTS CONTRACT FOR AIR QUALITY MONITORING SERVICES. AECOM will not be held responsible for delays due to contract negotiations. Further, if contract negotiations result in a delayed schedule, a cost modification will be required. AECOM will not commence any work until a fully executed contract is in place.

Budget for Subtask 1.1 Ozone Monitoring Site Setup

Description		Per-Unit Cost	Units	Quantity	Period (2024 & 2025)	Total Cost
CAMS 614	Setup	\$750.00	Years	2	Feb '24 & '25	\$1,500.00
CAMS 690	Setup	\$750.00	Years	2	Feb '24 & '25	\$1,500.00
CAMS 1604	Setup	\$750.00	Years	2	Feb '24 & '25	\$1,500.00
CAMS 1612	Setup	\$750.00	Years	2	Feb '24 & '25	\$1,500.00
CAMS 1613	Setup	\$750.00	Years	2	Feb '24 & '25	\$1,500.00
CAMS 1619	Setup	\$750.00	Years	2	Feb '24 & '25	\$1,500.00
CAMS 1620	Setup	\$750.00	Years	2	Feb '24 & '25	\$1,500.00
CAMS 1629	Setup	\$750.00	Years	2	Feb '24 & '25	\$1,500.00
CAMS 1630	Setup	\$750.00	Years	2	Feb '24 & '25	\$1,500.00
CAMS 1675	Setup	\$750.00	Years	2	Feb '24 & '25	\$1,500.00
Total						\$15,000.00

Budget for Subtask 1.2 Installation of Automated Calibration Equipment

Description		Per-Unit Cost	Units	Quantity	Period (2024)	Total Cost
Site 1	Installation & Configuration	\$773.00	Install	1	Feb '24	\$773.00
Site 2	Installation & Configuration	\$773.00	Install	1	Feb '24	\$773.00
Site 3	Installation & Configuration	\$773.00	Install	1	Feb '24	\$773.00
Site 4	Installation & Configuration	\$773.00	Install	1	Feb '24	\$773.00
Site 5	Installation & Configuration	\$773.00	Install	1	Feb '24	\$773.00
Site 6	Installation & Configuration	\$773.00	Install	1	Feb '24	\$773.00
Total						\$4,638.00

Budget for Subtask 1.3 O3 Site Routine Maintenance

Description		Per-Unit Cost	Units	Quantity	Period (2024 & 2025)	Total Cost
CAMS 614	Maintenance	\$455.00	Months	18	Mar 1 - Nov 30	\$8,190.00
CAMS 690	Maintenance	\$455.00	Months	18	Mar 1 - Nov 30	\$8,190.00
CAMS 1604	Maintenance	\$455.00	Months	18	Mar 1 - Nov 30	\$8,190.00
CAMS 1612	Maintenance	\$455.00	Months	18	Mar 1 - Nov 30	\$8,190.00
CAMS 1613	Maintenance	\$455.00	Months	18	Mar 1 - Nov 30	\$8,190.00
CAMS 1619	Maintenance	\$455.00	Months	18	Mar 1 - Nov 30	\$8,190.00
CAMS 1620	Maintenance	\$455.00	Months	18	Mar 1 - Nov 30	\$8,190.00
CAMS 1629	Maintenance	\$455.00	Months	18	Mar 1 - Nov 30	\$8,190.00
CAMS 1630	Maintenance	\$455.00	Months	18	Mar 1 - Nov 30	\$8,190.00
CAMS 1675	Maintenance	\$455.00	Months	18	Mar 1 - Nov 30	\$8,190.00
Total						\$81,900.00

Budget for Subtask 1.4 O3 Site Routine Manual Calibrations

Description		Per-Unit Cost	Units	Quantity	Period (2024 & 2025)	Total Cost
Site 1	Calibrations	\$295.00	Months	18	Mar 1 - Nov 30	\$5,310.00
Site 2	Calibrations	\$295.00	Months	18	Mar 1 - Nov 30	\$5,310.00
Site 3	Calibrations	\$295.00	Months	18	Mar 1 - Nov 30	\$5,310.00
Site 4	Calibrations	\$295.00	Months	18	Mar 1 - Nov 30	\$5,310.00
Total		\$21,240.00				

Budget for Subtask 1.5 O3 Site Operation of Automated Calibration Equipment

Description		Per-Unit Cost	Units	Quantity	Period (2024 & 2025)	Total Cost
Site 1	Calibrations	\$221.00	Months	18	Mar 1 - Nov 30	\$3,978.00
Site 2	Calibrations	\$221.00	Months	18	Mar 1 - Nov 30	\$3,978.00
Site 3	Calibrations	\$221.00	Months	18	Mar 1 - Nov 30	\$3,978.00
Site 4	Calibrations	\$221.00	Months	18	Mar 1 - Nov 30	\$3,978.00
Total		\$15,912.00				

Budget for Subtask 1.6 O3 Data Validation

Description		Per-Unit Cost	Units	Quantity	Period (2024 & 2025)	Total Cost
CAMS 614	Data Validation	\$158.00	Months	18	Mar 1 - Nov 30	\$2,844.00
CAMS 690	Data Validation	\$158.00	Months	18	Mar 1 - Nov 30	\$2,844.00
CAMS 1604	Data Validation	\$158.00	Months	18	Mar 1 - Nov 30	\$2,844.00
CAMS 1612	Data Validation	\$158.00	Months	18	Mar 1 - Nov 30	\$2,844.00
CAMS 1613	Data Validation	\$158.00	Months	18	Mar 1 - Nov 30	\$2,844.00
CAMS 1619	Data Validation	\$158.00	Months	18	Mar 1 - Nov 30	\$2,844.00
CAMS 1620	Data Validation	\$158.00	Months	18	Mar 1 - Nov 30	\$2,844.00
CAMS 1629	Data Validation	\$158.00	Months	18	Mar 1 - Nov 30	\$2,844.00
CAMS 1630	Data Validation	\$158.00	Months	18	Mar 1 - Nov 30	\$2,844.00
CAMS 1675	Data Validation	\$158.00	Months	18	Mar 1 - Nov 30	\$2,844.00
Total		\$28,440.00				

Budget for Subtask 1.7 O3 Monthly Reports

Description		Per-Unit Cost	Units	Quantity	Period (2024 & 2025)	Total Cost
O3 Monthly Reports		\$478.00	Months	22	Mar 10 - January 10	\$10,516.00
Total		\$10,516.00				

Budget for Subtask 1.8 O3 Operational Contingencies

Description		Per-Unit Cost	Units	Quantity	Period (2024 & 2025)	Total Cost
O3 Operational Supply Contingencies		\$300.00	Months	18	Mar 1 - Nov 30	\$5,400.00
Total		\$5,400.00				

Budget for Subtask 2.1 Continuous PM2.5 QAPP

Description		Per-Unit Cost	Units	Quantity	Period (2024)	Total Cost
Continuous PM2.5 QAPP		\$2,700.00	QAPP	1	January '24	\$2,700.00
Total		\$2,700.00				

Budget for Subtask 2.2.1 Continuous PM2.5 Site Setup at Existing O3 Location

Description		Per-Unit Cost	Units	Quantity	Period (2024)	Total Cost
Site 1	Setup	\$716.00	Setup	1	Dec '24	\$716.00
Site 2	Setup	\$716.00	Setup	1	Dec '24	\$716.00
Site 3	Setup	\$716.00	Setup	1	Dec '24	\$716.00
Site 4	Setup	\$716.00	Setup	1	Dec '24	\$716.00
Site 5	Setup	\$716.00	Setup	1	Dec '24	\$716.00
Site 6	Setup	\$716.00	Setup	1	Dec '24	\$716.00
Site 7	Setup	\$716.00	Setup	1	Dec '24	\$716.00
Total						\$5,012.00

Budget for Subtask 2.2.2 Continuous PM2.5 Site Setup at New Location

Description		Per-Unit Cost	Units	Quantity	Period (2024)	Total Cost
Site 1	Setup	\$853.00	Setup	1	Dec '24	\$853.00
Site 2	Setup	\$853.00	Setup	1	Dec '24	\$853.00
Site 3	Setup	\$853.00	Setup	1	Dec '24	\$853.00
Site 4	Setup	\$853.00	Setup	1	Dec '24	\$853.00
Site 5	Setup	\$853.00	Setup	1	Dec '24	\$853.00
Site 6	Setup	\$853.00	Setup	1	Dec '24	\$853.00
Site 7	Setup	\$853.00	Setup	1	Dec '24	\$853.00
Total						\$5,971.00

Budget for Subtask 2.3.1 Continuous PM2.5 Routine and Calibrations at Existing O3 Location

Description		Per-Unit Cost	Units	Quantity	Period (2024 & 2025)	Total Cost
Site 1	Maintenance & Calibrations	\$62.00	Months	24	Jan 1 - Dec 31	\$1,488.00
Site 2	Maintenance & Calibrations	\$62.00	Months	24	Jan 1 - Dec 31	\$1,488.00
Site 3	Maintenance & Calibrations	\$62.00	Months	24	Jan 1 - Dec 31	\$1,488.00
Site 4	Maintenance & Calibrations	\$62.00	Months	24	Jan 1 - Dec 31	\$1,488.00
Site 5	Maintenance & Calibrations	\$62.00	Months	24	Jan 1 - Dec 31	\$1,488.00
Site 6	Maintenance & Calibrations	\$62.00	Months	24	Jan 1 - Dec 31	\$1,488.00
Site 7	Maintenance & Calibrations	\$62.00	Months	24	Jan 1 - Dec 31	\$1,488.00
Total						\$10,416.00

Budget for Subtask 2.3.2 Continuous PM2.5 Routine and Calibrations at New Location

Description		Per-Unit Cost	Units	Quantity	Period (2024 & 2025)	Total Cost
Site 1	Maintenance & Calibrations	\$148.00	Months	24	Jan 1 - Dec 31	\$3,552.00
Site 2	Maintenance & Calibrations	\$148.00	Months	24	Jan 1 - Dec 31	\$3,552.00
Site 3	Maintenance & Calibrations	\$148.00	Months	24	Jan 1 - Dec 31	\$3,552.00
Site 4	Maintenance & Calibrations	\$148.00	Months	24	Jan 1 - Dec 31	\$3,552.00
Site 5	Maintenance & Calibrations	\$148.00	Months	24	Jan 1 - Dec 31	\$3,552.00
Site 6	Maintenance & Calibrations	\$148.00	Months	24	Jan 1 - Dec 31	\$3,552.00
Site 7	Maintenance & Calibrations	\$148.00	Months	24	Jan 1 - Dec 31	\$3,552.00
Total						\$24,864.00

Budget for Subtask 2.4 Continuous PM2.5 Data Validation

Description		Per-Unit Cost	Units	Quantity	Period (2024 & 2025)	Total Cost
Site 1	Data Validation	\$62.00	Months	24	Jan 1 - Dec 31	\$1,488.00
Site 2	Data Validation	\$62.00	Months	24	Jan 1 - Dec 31	\$1,488.00
Site 3	Data Validation	\$62.00	Months	24	Jan 1 - Dec 31	\$1,488.00
Site 4	Data Validation	\$62.00	Months	24	Jan 1 - Dec 31	\$1,488.00
Site 5	Data Validation	\$62.00	Months	24	Jan 1 - Dec 31	\$1,488.00
Site 6	Data Validation	\$62.00	Months	24	Jan 1 - Dec 31	\$1,488.00
Site 7	Data Validation	\$62.00	Months	24	Jan 1 - Dec 31	\$1,488.00
Total		\$10,416.00				

Budget for Subtask 2.5 Continuous PM2.5 Reporting

Description		Per-Unit Cost	Units	Quantity	Period (2024 & 2025)	Total Cost
Report		\$385.00	Months	24	Jan 1 - Dec 31	\$9,240.00
Total		\$9,240.00				

Budget for Subtask 2.6 Continuous PM2.5 Training

Description		Per-Unit Cost	Units	Quantity	Period (2024)	Total Cost
Training		\$1,900.00	Sessions	1	Prior to 6/1/24	\$1,900.00
Total		\$1,900.00				

Budget for Subtask 2.7 Continuous PM2.5 Operational Contingencies

Description		Per-Unit Cost	Units	Quantity	Period (2024 & 2025)	Total Cost
Operational Contingencies		TBD	Months	1	Jan 1 - Dec 31	TBD
Total		TBD				

Budget for Subtask 3.1 Speciated PM2.5 QAPP

Description		Per-Unit Cost	Units	Quantity	Period (2024)	Total Cost
Speciated PM2.5 QAPP		\$2,700.00	QAPP	1	January '24	\$2,700.00
Total		\$2,700.00				

Budget for Subtask 3.2.1 Continuous PM2.5 Site Setup at Existing O3 Location

Description		Per-Unit Cost	Units	Quantity	Period (2024)	Total Cost
Setup		\$1,116.00	Setup	1	Dec '24	\$1,116.00
Total		\$1,116.00				

Budget for Subtask 3.2.2 Continuous PM2.5 Site Setup at New Location

Description		Per-Unit Cost	Units	Quantity	Period (2024)	Total Cost
Setup		\$1,240.00	Setup	1	Dec '24	\$1,240.00
Total		\$1,240.00				

Budget for Subtask 3.3.1 Speciated PM2.5 Routine and Calibrations at Existing O3 Location

Description		Per-Unit Cost	Units	Quantity	Period (2024 & 2025)	Total Cost
Maintenance & Calibrations		\$90.00	Months	24	Jan 1 - Dec 31	\$2,160.00
Total		\$2,160.00				

Budget for Subtask 3.3.2 Speciated PM2.5 Routine and Calibrations at New Location

Description	Per-Unit Cost	Units	Quantity	Period (2024 & 2025)	Total Cost
Maintenance & Calibrations	\$169.00	Months	24	Jan 1 - Dec 31	\$4,056.00
Total	\$4,056.00				

Budget for Subtask 3.4 Speciated PM2.5 Sample Collection and Shipment

Description	Per-Unit Cost	Units	Quantity	Period (2024 & 2025)	Total Cost
Sample Collection	\$132.00	Collections	122	Jan 1 - Dec 31	\$16,104.00
Total	\$16,104.00				

Budget for Subtask 3.5 Speciated PM2.5 Data Validation

Description	Per-Unit Cost	Units	Quantity	Period (2024 & 2025)	Total Cost
Data Validation	\$267.00	Months	24	Jan 1 - Dec 31	\$6,408.00
Total	\$6,408.00				

Budget for Subtask 3.6 Speciated PM2.5 Reporting

Description	Per-Unit Cost	Units	Quantity	Period (2024 & 2025)	Total Cost
Reporting	\$1,355.00	Quarterly	8	Jan 1 - Dec 31	\$10,840.00
Total	\$10,840.00				

Budget for Subtask 3.7 Speciated PM2.5 Training

Description	Per-Unit Cost	Units	Quantity	Period (2024 & 2025)	Total Cost
Training	\$1,900.00	Sessions	1	Jan 1 - Dec 31	\$1,900.00
Total	\$1,900.00				

Budget for Subtask 3.8 Speciated PM2.5 Operational Contingencies

Description	Per-Unit Cost	Units	Quantity	Period (2024 & 2025)	Total Cost
Operational Contingencies	TBD	Months	1	Jan 1 - Dec 31	TBD
Total	TBD				

Budget Summary by Task for Optional Tasks 4-11

Subtask	Cost
Task 4 Updating CAPCOG's O3 Monitoring QAPP to include automated calibrations	\$2,700.00
Task 5 Calibrations of St. Edwards University O3 Monitoring Station	\$7,340.00
Task 6 Establishing a New O3 Monitoring Station	\$11,937.00
Task 7 Installation and Maintenance of NOX Monitor at an Existing O3 Monitoring Site	\$11,736.00
Task 8 Decommission O3-only site	\$2,030.00
Task 8 Decommission co-located continuous PM2.5 equipment at O3 site	\$1,015.00
Task 8 Decommission co-located speciated PM2.5 equipment at O3 site	\$1,013.00
Task 8 Decommission co-located NOX equipment at O3 site	\$2,029.00
Task 8 Decommission a continuous PM2.5-only station	\$1,182.00
Task 8 Decommission a speciated PM2.5-only station	\$1,182.00
Task 9 Independent Audit of O3 Calibrations	\$4,200.00
Task 10 PM Sensor Maintenance Routine Visit (per visit)	\$37.50
Task 10 PM Sensor Maintenance Nonroutine Visit (per visit)	\$118.00
Task 11 Equipment Leasing	
Equipment	Cost per Month
PM10 Monitor - BAM 1020	\$350
PM10 Speciation Sampler - Thermo PQ200	\$350
O3 analyzer - Thermo 49i or equivalent	\$350
NOx analyzer - Thermo 42i or equivalent	\$350
API T700 Calibrator and API T701 Air Source	\$475

Task 12 Other Tasks	
Labor Rates (per hour)	
Project Manager	\$145
Technical Manager	\$88
Field Technician	\$75
Data Validator	\$80
Administrator	\$88
Senior Technical Manager	\$139
Senior Technical Advisor	\$203
Materials (each)	
BAM filter tape	\$83
BAM pump rebuild kit	\$88
47mm Teflon Sample Filters	\$11
O3 Analyzer Pump Rebuild Kit	\$100-300
Additional Labor (estimated hours)	
Repair of wind direction/wind speed sensor	2
Rebuilding of O3 analyzer pump	1
Repair of O3 analyzer	6
Rebuild of PM2.5 monitor pump	1
Repair of PM2.5 monitor	6

EXECUTIVE COMMITTEE MEETING

MEETING DATE: October 11, 2023

AGENDA ITEM: #6 Consider Approving Interlocal Agreement with Desert Research Institute for Fine Particle Matter Laboratory Analysis

GENERAL DESCRIPTION OF ITEM:

In 2022 CAPCOG applied for and was awarded funding for two projects under the US Environmental Protection Agency's (EPA) "Enhanced Air Quality Monitoring for Communities" grant opportunity. One of these projects is for "speciated" fine particulate matter (PM_{2.5}) monitoring to better understand the types of particles contributing to high PM_{2.5} pollution levels. As part of the project, CAPCOG needs to contract with a qualified accredited laboratory to analyze PM_{2.5} samples. Staff is requesting authorization to enter into an agreement with Desert Research Institute (DRI), a division of the University of Nevada system specifically devoted to conducting research, to complete this analysis. DRI is the organization that the Texas Commission on Environmental Quality (TCEQ) contracts with for this type of analysis, so there is a significant benefit in having comparability between speciated PM_{2.5} data collected in the CAPCOG region to other speciated data collected by TCEQ elsewhere in the state. Since DRI is a governmental organization, this contract will be an interlocal/intergovernmental agreement.

THIS ITEM REPRESENTS A:

- New issue, project, or purchase
- Routine, regularly scheduled item
- Follow-up to a previously discussed item
- Special item requested by board member
- Other

PRIMARY CONTACT/STAFF MEMBER: **Charles Simon, Regional Planning & Services Director**
Anton Cox, Air Quality Program Manager

BUDGETARY IMPACT:

Total estimated cost: \$66,553.00

Source of Funds: EPA Speciated PM_{2.5} Monitoring Grant

Is item already included in fiscal year budget? Yes No

Does item represent a new expenditure? Yes No

Does item represent a pass-through purchase? Yes No

If so, for what city/county/etc.? n/a

PROCUREMENT: Interlocal/Intergovernmental Agreement

ACTION REQUESTED:

Approve interlocal agreement with the Desert Research Institute to analyze speciated PM_{2.5} samples from an air quality monitoring station in the Austin-Round Rock-San Marcos MSA.

BACK-UP DOCUMENTS ATTACHED:

1. Attachment 1 - Draft Scope of Work with DRI
2. Attachment 2 - Quote from DRI

BACK-UP DOCUMENTS NOT ATTACHED: None

Capital Area Council of Governments Interlocal Agreement for Speciated PM_{2.5} Laboratory Analysis

Sec. 1. Parties and Purpose

- 1.1. The Capital Area Council of Governments ("CAPCOG") is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, chapter 391 of the Local Government Code.
- 1.2. The Desert Research Institute ("DRI") is an agency of the State of Nevada.
- 1.3. CAPCOG has received funding from the US Environmental Protection Agency (EPA) that can be used to speciate Fine Particulate Matter samples (PM_{2.5}) in the five-county Austin-Round Rock-San Marcos Metropolitan Statistical Area (MSA), which includes Bastrop, Caldwell, Hays, Travis, and Williamson Counties.
- 1.4. DRI is capable of conducting speciation of PM_{2.5} samples.
- 1.5. This agreement is entered into between CAPCOG and DRI pursuant to Texas Government Code chapter 791.
- 1.6. For purposes of carrying out CAPCOG's duties and obligations under this agreement, the parties understand and agree that references to CAPCOG includes its employees, officers, directors, volunteers, agents (including the Capital Area Council of Governments – CAPCOG) and their representatives, individually, officially, and collectively.
- 1.7. Each CAPCOG and DRI being referred to individually as the "Party" or collectively are referred to as "Parties" in this document.

Sec. 2. Goods and Services

- 2.1. DRI agrees to provide CAPCOG with the goods and services described in Attachment A.

Sec. 3. Term of Agreement

- 3.1. The effective date of this agreement is December 1, 2023, and ends, unless sooner terminated under Sec. 9, 10, or 11, on December 31, 2025, or extended by written mutual agreement of the Parties.

Sec. 4. Agreement Price and Payment Terms

- 4.1. CAPCOG agrees to compensate DRI for the goods and services provided under this Agreement, in a fixed price amount not to exceed \$66,553.00 as described in Attachment A.
- 4.2. DRI shall invoice CAPCOG for work performed no more than quarterly.
- 4.3. The invoices requesting payment must be delivered via e-mail to CAPCOG's project representative described in Attachment B.
- 4.4. DRI agrees to certify each invoice as follows:

DRI certifies that this invoice is correct and complete and that the amount requested has not been received.

- 4.5. CAPCOG agrees to pay DRI the amount owed on each invoice within 30 calendar days after its receipt, subject to acceptance of the deliverable as specified in Attachment A.

Sec. 5. Rights and Duties

- 5.1. To the extent authorized under Texas law, as to any judicial or administrative suit, claim, investigation, or proceeding (each a "Proceeding") brought by someone other than DRI that arises out of DRI's breach of this agreement or any negligent or intentional act of DRI under this agreement or any of the transactions contemplated under this agreement, DRI shall indemnify CAPCOG, its directors, officers, employees, and agents (collectively, "CAPCOG Indemnitees") against all (a) amounts awarded in, or paid in settlement of, the Proceeding, including any interest, and (b) any out-of-pocket expense incurred in defending the Proceeding or in any related investigation or negotiation, including court filing fees, court costs, arbitration fees, witness fees, and attorneys' and other professionals' fees and disbursements (collectively, "Indemnifiable Losses") except to the extent that a CAPCOG Indemnitee negligently or intentionally caused those Indemnifiable Losses. To the extent authorized under Texas law, as to any Proceeding brought by someone other than CAPCOG that arises out of CAPCOG's breach of this agreement or any negligent or intentional act of CAPCOG under this agreement or any of the transactions contemplated under this agreement, CAPCOG shall indemnify DRI, against all Indemnifiable Losses except to the extent that a DRI Indemnitee negligently or intentionally caused those Indemnifiable Losses.
- 5.2. For purposes of this agreement, "Force Majeure Event" means, with respect to a Party, any event or circumstance, whether or not foreseeable, that was not caused by that Party (other than a strike or other labor unrest that affects only that Party, an increase in prices or other change in general economic conditions, a change in law, or an event or circumstance that results in that Party's not having sufficient funds to comply with an obligation to pay money) and any consequences of that event or circumstance. If a Force Majeure Event prevents a Party from complying with any one or more obligations under this agreement, that inability to comply will not constitute breach if (1) that Party uses reasonable efforts to perform those obligations, (2) that Party's inability to perform those obligations is not due to its failure to (a) take reasonable measures to protect itself against events or circumstances of the same type as that Force Majeure Event or (b) develop and maintain a reasonable contingency plan to respond to events or circumstances of the same type as that Force Majeure Event, and (3) that Party complies with its obligations under this section. If a Force Majeure Event occurs, the noncomplying Party shall promptly notify the other Party of the occurrence of that Force Majeure Event, its effect on performance, and how long the noncomplying Party expects it to last. Thereafter the noncomplying Party shall update that information as reasonably necessary. During a Force Majeure Event, the noncomplying Party shall use reasonable efforts to limit damages to the other Party and to resume its performance under this agreement.

Sec. 6. Compliance with Applicable Law and Policy

- 6.1. DRI agrees to comply with all APPLICABLE LAW and POLICY in carrying out this Agreement, including any purchases or reimbursement requests made hereunder.

Sec. 7. Independent Contractor

- 7.1. DRI is not an employee or agent of CAPCOG, but it performs this contract solely as an independent contractor.

Sec. 8. Assignment and Subcontracting

- 8.1. Except as specified in the attached scope of services, DRI may not assign its rights or subcontract its duties under this Agreement without the prior written consent of CAPCOG. An attempted assignment or subcontract in violation of this Sec. 8.1 is void.

Sec. 9. Records and Inspections

- 9.1. DRI agrees to maintain records adequate to document its performance, costs, and receipts under this Agreement. DRI agrees to maintain these records at DRI's office address described in Sec. 15.
- 9.2. Subject to the additional requirement of Sec. 9.3, DRI agrees to preserve the records for four years after receiving its final payment under this Agreement.
- 9.3. If an audit of or information in the records is disputed or the subject of litigation, DRI agrees to preserve the records until the dispute or litigation is finally concluded, regardless of the ending or early termination of this Agreement.
- 9.4. CAPCOG is entitled to inspect and copy, during normal business hours at DRI's offices where they are maintained, the records maintained under this Agreement for as long as they are preserved.
- 9.5. CAPCOG is also entitled to visit DRI's offices and talk to its personnel during normal business hours to assist in evaluation of its performance under this Agreement.

Sec. 10. Proprietary or Confidential Information

- 10.1. All information in CAPCOG's possession is public information and is subject to disclosure to third parties upon request, unless exempted from disclosure by the Texas Public Information Act.
- 10.2. If DRI believes that information it submits to CAPCOG is proprietary or confidential and is not disclosable to a third party, DRI must clearly mark the information as proprietary or confidential and inform CAPCOG in writing that DRI will contest disclosure of the information if disclosure is requested under the Texas Public Information Act.
- 10.3. If the allegedly proprietary or confidential information is clearly marked as such and CAPCOG was informed of DRI's desire to keep the information confidential, CAPCOG agrees to use the information only in performing this Agreement and to take reasonable precautions to protect the information from unauthorized disclosure to third parties. CAPCOG agrees to refuse to disclose the information, if requested to do so under the Texas Public Information Act, and instead to request an Attorney General's decision on whether the information may be disclosed. CAPCOG agrees to inform DRI of any request for disclosure of the information under the Texas Public Information Act.

Sec. 11. Termination of Agreement without Cause

- 11.1. Agreement may be terminated by either Party with a 60-day written notice delivered under the terms of Section 15.

Sec. 12. Suspension or Termination of Agreement for Unavailability of Funds

- 12.1. DRI acknowledges that CAPCOG is a governmental entity without taxing power and agrees that CAPCOG may suspend its payment obligations under or terminate this Agreement in whole or part if CAPCOG learns that funds to pay for all or part of the goods and services will not be available at the time of delivery or performance. If CAPCOG suspends or terminates only part of this agreement for unavailability of funds, DRI agrees to perform the unsuspended or unterminated part if CAPCOG so requests.
- 12.2. CAPCOG suspends or terminates this agreement for unavailability of funds by giving DRI notice of the suspension or termination, as soon as it learns of the funding unavailability, specifying the suspension or termination date, which may not be fewer than 10 business days from the notice date, and describing the part or parts suspended or terminated. The Agreement is suspended or terminates on the specified termination date.
- 12.3. If this agreement is suspended or terminated for unavailability of funds under this Sec. 12, DRI is entitled to compensation for the services it performed before it received notice of suspension or termination. However, CAPCOG is not liable to DRI for costs it paid or incurred under this Agreement after or in anticipation of its receipt of notice of suspension or termination.

Sec. 13. Termination for Breach of Contract

- 13.1. If DRI or CAPCOG breaches a material provision of this Agreement, the other may notify the breaching Party describing the breach and demanding corrective action. The breaching Party has five business days from its receipt of the notice to correct the breach, or to begin and continue with reasonable diligence and in good faith to correct the breach. If the breach cannot be corrected within a reasonable time, despite the breaching party's reasonable diligence and good faith effort to do so, the parties may agree to terminate the Agreement or either party may invoke the dispute resolution process of Sec. 14.
- 13.2. Termination for breach under this section does not waive either party's claim for damages resulting from the breach.

Sec. 14. Dispute Resolution

- 14.1. The parties desire to resolve disputes arising under this Agreement without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between themselves.
- 14.2. CAPCOG shall use the dispute resolution process provided in Chapter 2260 of the Texas Government Code to attempt to resolve a dispute arising under this contract and such process is a required prerequisite to suit in accordance with Chapter 107, Texas Civil Practice and Remedies Code. CAPCOG must submit written notice of a claim of breach of contract under this chapter to Desert Research Institute, Attn:[Name], [Address], [E-mail Address].
- 14.3. The parties agree to continue performing their duties under this Agreement, which are unaffected by the dispute, during the negotiation and mediation process.

Sec. 15. Notice to Parties

- 15.1. Notice to be effective under this contract must be in writing and received by the party against whom it is to operate. Notice is received by a party: (1) when it is delivered to the party personally; (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in Sec. 15.2 and signed on behalf of the party; or (3) three business days after it's deposited in the United States mail, with first-class postage affixed, addressed to the party's address specified in Sec. 15.2.
- 15.2. CAPCOG's address is 6800 Burleson Road, Building 310, Suite 165, Austin, TX 78744, Attention: Betty Voights, Executive Director, bvoights@capcog.org.
- 15.3. DRI's address is Attn: [Name], [Address], [E-mail Address].
- 15.4. A Party may change its address by providing notice of the change in accordance with Sec. 15.1.

Sec. 16. Attachments

- 16.1. The following attachments are part of this agreement:
 - Attachment A: Scope of Services
 - Attachment B: Project Representatives and Records Location

Sec. 17. Miscellaneous

- 17.1. Each individual signing this Agreement on behalf of a party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken.
- 17.2. This Agreement states the entire agreement of the parties, and an amendment to it is not effective unless in writing and signed by all parties.
- 17.3. This Agreement is binding on and inures to the benefit of the parties' successors in interest.
- 17.4. This Agreement is performable in Travis County, Texas, and Texas law governs the interpretation and application of this contract.
- 17.5. This Agreement is executed in duplicate originals.

Desert Research Institute

Capital Area Council of Governments

By _____

By _____

[Name]

Betty Voights

[Position]

Executive Director

Date: _____

Date: _____

DRAFT

Attachment A: Scope of Services

Background

In July 2023, the US EPA awarded CAPCOG \$206,540.00 to complete a speciated Fine Particulate Matter (PM_{2.5}) project from the Enhanced Air Quality Monitoring for Communities grant. This project will consist of the installation and operation of one speciated PM_{2.5} monitoring station in the Austin-Round Rock-San Marcos MSA. Outputs from the measurements of speciated PM_{2.5} includes improved understanding of the composition of PM_{2.5} in the region, better-targeted PM_{2.5} emission reduction actions, and expanded community capacity for future monitoring.

As part of this project, CAPCOG requires assistance from a qualified accredited laboratory to analyze and speciate the PM_{2.5} samples. Desert Research Institute (DRI) is a division of the University of Nevada system specifically devoted to conducting research, to complete this analysis. DRI is listed an accredited laboratory by the Texas Commission on Environmental Quality (TCEQ)¹.

Task 1: Logistical Support

Logistical support for every 6th day monitoring at one PM_{2.5} chemical speciation monitoring site located in the Austin-Round Rock-San Marcos MSA which will include two MetOne Super SASS sequential samplers, one for Teflon membrane filters and another for quartz- fiber filters.

Deliverables:

- 1.1 Providing one hundred thirty-eight (138) Teflon membrane and quartz-fiber filters for samplers, including inspection, acceptance testing, and (for quartz-fiber filters) pre-firing.
- 1.2 Providing ancillary equipment and supplies such as 276 field data sheets (FDSs), 276 filter cassettes, coolers, blue ice, min-max thermometers, etc.
- 1.3 Shipping and receiving filters in coolers on a two-week schedule corresponding to the one used by TCEQ. The cost of second day uncooled shipping from DRI to field office, and overnight cold from field to DRI will be paid directly by CAPCOG.
- 1.4 Receiving and processing FDSs and downloaded sampler files.
- 1.5 Archiving filters after completion of analyses and reporting.

Due Date(s): Every Two Weeks over the contract period.

Cost Estimate: \$7,525.00

Task 2: Analytical Services

Analytical services for PM_{2.5} chemical speciation, includes:

- Gravimetric analysis of all Teflon-membrane filters in accordance with the EPA PM_{2.5} Federal Reference Method requirements.
- Chemical speciation analyses of filters collected every 6th day according to EPA's sampling schedule following the procedures used at the TCEQ's special chemical speciation sites, which includes:
 - Energy dispersive x-ray fluorescence (XRF) of Teflon-membrane filters for elements

¹ TCEQ Accredited Las: <https://www.tceq.texas.gov/downloads/compliance/labs/tx-nelap-lab-list.docx/@download/file/tx-nelap-lab-list-Sep-23-01.docx>

- Ion chromatography (IC) analysis of anions and cations from half of the quartz fiber filter
- IMPROVE_A thermo-optical analysis of the other half of the quartz-fiber filter for organic carbon (OC) and elemental carbon (EC) and their fractions.

Deliverable(s):

- 2.1 One hundred thirty-eight (138) Gravimetric analysis completed
- 2.2 One hundred thirty-eight (138) Chemical speciation analysis completed

Due Date: Every Two Weeks over the contract period.

Cost Estimate: \$45,460.00

Task 3: Quarterly Reporting

DRI will provide CAPCOG with the quarterly data reports of analyzed samples including mass and chemical speciation data based on PM_{2.5} mass, speciation, and information obtained from the FDSs and sampler files for the Teflon and quartz filter samplers. The data are reported in a format used for the TCEQ’s special speciation sites for which the results are not reported to the TCEQ’s Texas Air Monitoring Information System (TAMIS).

Deliverable: Quarterly Reports

Due Date: Apr. 30, 2024, Jul. 30, 2024, Oct. 30, 2024, Jan. 30, 2025, Apr. 30, 2025, Jul. 30, 2025, Oct. 30, 2025, and Jan. 30, 2026

Cost Estimate: \$13,568

Budget Assumption

Table 1. Budget for Monitoring Project

Task No.	Item	Unit Price	Quantity	Total
1	Filter Materials, handling, and shipping	\$10.78	138	\$1,488
1	Teflon filter– FRM 47mm	\$4.73	138	\$653
1	Quartz filter – Pall 47mm	\$1.25	276	\$345
1	Petri dishes	\$5.46	276	\$1,507
1	Speciation filter acceptance	\$3.67	276	\$1,013
1	Pre for Shipment of filter cassettes	\$3.29	276	\$908
1	Field data entry	\$2.65	276	\$731
1	Level 0 data validation	\$3.19	276	\$880
2	Gravimetric Mass Analysis	\$25.17	276	\$3,473
2	Elemental Analysis	\$83.80	276	\$11,565
2	Ion Analysis	\$155.89	276	\$21,513
2	Organic, Elemental, and Carbon Fractions	\$64.55	276	\$8,908
3	Data processing and reporting	\$1,696.00	8	\$13,568
Total		n/a	n/a	\$66,553

Attachment B: Project Representatives and Records Location

CAPCOG Project Representative

The individual named below is the CAPCOG Project Representative, who is authorized to give and receive communications and directions on behalf of CAPCOG. All communications including all payment requests must be addressed to the CAPCOG Project Representative or his or her designee. The CAPCOG Project Representative may indicate a designee through an e-mail to [\[E-mail\]](#).

Anton Cox

(Name)

Air Quality Program Manager

(Title)

Capital Area Council of Governments
6800 Burleson Road
Building 310, Suite 165
Austin, Texas 78744

Telephone No.: (512) 916-6036

Facsimile No.: (512) 916-6001

E-mail: acox@capcog.org

DRI Project Representative

The individual named below is the DRI Project Representative, who is authorized to give and receive communications and directions on behalf of DRI. All communications must be addressed to the DRI Project Representative or his or her designee, with a copy sent to [\[e-mail\]](#). The DRI Project Representative may indicate a designee through an e-mail to acox@capcog.org.

[Fill In]

(Name)

[Fill In]

(Title)

[Address]

[City, State, ZIP]

Telephone No.: [Fill In]

Facsimile No.: [Fill In]

E-mail: [Fill In]

Submittal of Payment Requests

Payment requests must be submitted to the CAPCOG Project Representative.

Designated Location for Records Access and Review

DRI designates the physical location below for record access and review pursuant to any applicable provision of this Contract:

[Address]

[City, State, ZIP]



Impactful science, inspiring solutions.

Desert Research Institute Quote for Environmental Analysis Facility Services

Date: September 21, 2023

DRI Quote #: 8/28/2023

Client Name: Capital Area Council of Governments

Total Cost: \$66,553.00 (See Budget Below)

See Special Terms

Billing Address: 6800 Burleson Road,

Bldg. 310, Ste. 165

Austin, TX 78744

THIS QUOTE IS VALID THRU: 11/30/2023

Funding Source: CAPCOG

Type of Contract: (Firm Fixed Price)

Contact Person: Anton Cox/Andrew Hoekzema

Prepared by: K. Helgerson

Telephone: (512)916-6036/(512)916-6043

Telephone: 775-673-7404

E-mail: acox@capcog.org/ahoekzema@capcog.org

E-mail: Kelly.helgerson@dri.edu

Terms & Conditions

1. **Statement of Work.** Desert Research Institute (DRI) will provide the services indicated in this quote. When requested by Client, unexposed filters supplied to Client by DRI will be as described in this quote. DRI will prepare and ship the required number of unexposed filters to Client. Client is responsible for the cost of all unexposed filters shipped to Client, regardless of whether or not they are exposed and returned to DRI for analysis. Client is responsible for costs of shipping exposed filters to DRI for analysis in accordance with shipping instructions specified by DRI. If Client desires return of analyzed filters, Client will be responsible for costs of filter return (FOB Shipping Point). If Client does not request return of analyzed filters within ninety (90) days of termination of this order, the analyzed filters will become property of DRI.
2. **Reports:** Data will be delivered in a mutually agreed upon format.
3. **Payments:** DRI will invoice Client upon delivery of report(s). Client will pay invoices in U.S. dollars within thirty (30) days of receipt in accordance with invoice instructions. Bank charges for processing payments by credit card or wire transfer are not included in this quote and will be billed to Client as an additional cost.
4. **Disclaimer of Warranty.** Client acknowledges that DRI is an academic research institution and, as such, may utilize analytical methods that have not been accepted by standard setting organizations or certified by governmental agencies. DRI will, however, employ appropriate chain of custody and quality assurance/quality control procedures to ensure high quality results. RESULTS, REPORTS, DATA, AND DELIVERABLES ARE PROVIDED TO THE CLIENT AS IS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. DRI SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, OR OTHER DAMAGES SUFFERED BY CLIENT AS A RESULT OF CLIENT'S USE OF PROJECT RESULTS, REPORTS, DATA, OR DELIVERABLES.
5. **Title to Equipment, Supplies, and Materials:** DRI shall retain title to any equipment, supplies, and materials purchased for use under this order.
6. **Damage/Destruction/Theft of Equipment:** If Client rents sampling equipment from DRI, Client assumes full financial responsibility for damage, destruction, or theft of DRI's equipment while it is

deployed. Client will be billed for repair costs or, in the case of theft or destruction of the equipment, for the replacement cost of the equipment. Upon request, Client shall provide proof of insurance, with DRI named as an additional insured.

7. Client's Proprietary Information: Should it be necessary for DRI to receive Client's Proprietary Information, Client agrees to state in writing at the time of delivery that such information is proprietary, or if given orally, reduce it to writing, clearly marking it as "Proprietary," within ten (10) days of the oral disclosure. DRI agrees to safeguard Client's Proprietary Information to the same extent that it safeguards its own.
8. Rights in Data. Results, reports, data, and other deliverables developed under this order are the property of Client. Client grants to DRI the right to use these materials for research and educational purposes subject to the provisions of Paragraph 7. Upon Client's written request, DRI will give Client thirty (30) days to review draft manuscripts for publication in academic journals or presentation at academic conferences to ensure non-disclosure of Client's Proprietary Information.
9. Intellectual Property: Title to any invention or discovery made during the fulfillment of this order shall vest with DRI with Client having the first right to obtain a license under reasonable terms and conditions.
10. Publicity: Neither party will use the name of the other party in any publicity, advertising, or news release without the prior written consent of the other. Client will not state or imply that DRI has tested or approved any product or process or drawn any conclusions about the data provided.
11. Independent Contractor: For the purposes of this Subcontract, the parties are independent contractors and neither is an employee of the other.
12. Termination: This order for services may be terminated in whole or in part by either party upon thirty (30) days written notice in the event of substantial failure by the other party to fulfill its obligations under this order through no fault of the terminating party.
13. General: This instrument contains the entire agreement between the parties with respect to the subject matter hereof. If Client issues a purchase order to initiate the work, the terms of this agreement supersede the terms of the purchase order. Modifications to the terms of this agreement are not valid unless made in writing and signed by authorized representatives of the parties. This agreement is governed according to the laws of the State of Nevada.
14. **Validity of Quote: This quote must be signed within 30 days by Client to honor quoted rates**

Special Terms

Client pays freight to ship exposed filters to DRI for analysis

****Please note that any invoices paid via Bank Wire Transfer may accrue additional bank charges. Countries outside of the U.S. may accrue additional taxes. The above-mentioned are not DRI responsibility.**

DRI will not proceed with lab work until this quote is fully executed by the above mentioned expiration date.

If a Purchase Order is required prior to service, please issue to "The Board of Regents, NSHE, on behalf of the Desert Research Institute"

Signatures below represent Client's acceptance of this Quote, agreement to pay for services in lieu of a PO, and the Terms & Conditions included herein and Client's authorization for DRI to begin work.

For CLIENT:

_____ (Signature)

(Date)

(Typed Name and Title)

For the Board of Regents of the Nevada System of Higher Education on behalf of the DESERT RESEARCH INSTITUTE:

_____ (Signature)

(Date)

Director of Research Administrative Services and Compliance

Desert Research Institute
 Laboratory Support for Speciated PM2.5 Monitoring in the Austin-Round Rock-Georgetown Metro Area
 Sponsor: Capical Area council of Governments (CAPCOG)
 Funding Source: CAPCOG

CAPCOG Enhanced Air Monitoring for Communities
 Sampling Period: January 1, 2024 - December 31, 2025

Items			
	Unit Price	Quantity	Amount
Task 1 - Filter materials, handling, and shipping			
1.1 Teflon - FRM 47mm (for speciation sites)	\$ 10.78	138	\$ 1,488
1.2 Quartz filter - Pall 47mm	\$ 4.73	138	\$ 653
1.3 Petri dishes	\$ 1.25	276	\$ 345
1.4 Speciation filter acceptance	\$ 5.46	276	\$ 1,507
1.5 Prep for Shipment of filter cassettes	\$ 3.67	276	\$ 1,013
1.6 Receipt of filter cassettes	\$ 3.29	276	\$ 908
1.7 Field data entry	\$ 2.65	276	\$ 731
1.8 Level 0 data validation	\$ 3.19	276	\$ 880
Sub Total Task 1			\$ 7,525
Task 2 - Analyses			
2.1 Speciation network Gravimetric Mass (T)	\$ 25.17	138	\$ 3,474
2.2 Speciation network Elemental Analysis by EDXRF (T)	\$ 83.80	138	\$ 11,565
2.3 Speciation network Ions (NO ₃ ⁻ , SO ₄ ⁼ , Cl ⁻ ; NH ₄ ⁺ , Na ⁺ , K ⁺) (Q)	\$ 155.89	138	\$ 21,513
2.4 Speciation network Organic, Elemental, and Carbon Fractions (Q)	\$ 64.55	138	\$ 8,908
Sub Total Task 2			\$ 45,460
Task3 - Field support and data reporting			
3.1 Data processing and reporting	\$ 1,696.00	8	\$ 13,568
Sub Total Task 3			\$ 13,568
TOTAL ALL TASKS			\$ 66,553

General Notes:
 - Every 6th day sampling

EXECUTIVE COMMITTEE MEETING

MEETING DATE: October 11,2023

AGENDA ITEM: #7 Consider Adopting a Proclamation Declaring November 2023 as National Family Caregivers Month

GENERAL DESCRIPTION OF ITEM:

The total estimated economic value of uncompensated care provided by the nation's family caregivers surpassed total Medicaid spending (\$470 billion).

This year's theme #CaregiversConnect highlights the importance of assisting family caregivers with navigation and access to the services and supports they need to prepare to care and continue to provide care throughout their caregiving journey. Making important connections to information, healthcare services, disease-specific education, and self-care support systems helps reduce caregiver burnout and depression, ensuring the caregiver can continue to support the individuals they care for in the community of their choice.

The Capital Area Council of Governments through its Area Agency on Aging (AAA) Caregiver Support Program has always provided a wide array of caregiver services including education, training, respite care, as well as mental health supports to encourage caregivers to better care for themselves as they care for others.

We continue to broaden our network of service providers and referral partners to ensure all family caregivers across the 10-county region are supported with family-centered solutions. This year we also implemented the Care Partner pilot project for individuals participating in our CAPABLE Program. In addition to this, we will be partnering with Texas Health and Human Services, Aging Coordination Center to share their "Strengthen the Care You Give" materials and training portal to expand resources for the caregivers we support.

The attached resolution declares November 2023 National Family Caregivers Month in the Capital Area Council of Governments (CAPCOG) region.

THIS ITEM REPRESENTS A:

- New issue, project, or purchase
- Routine, regularly scheduled item
- Follow-up to a previously discussed item
- Special item requested by board member
- Other

PRIMARY CONTACT/STAFF MEMBER: Patricia Bordie, Director of Aging Services

BUDGETARY IMPACT: N/A

PROCUREMENT: N/A

ACTION REQUESTED:

Adopt the Proclamation declaring November 2023 as National Family Caregivers Month

BACK-UP DOCUMENTS ATTACHED:

Proclamation highlighting #CaregiversConnect campaign and CAPCOG caregiver support program

BACK-UP DOCUMENTS NOT ATTACHED (to be sent prior to meeting or will be a handout at the meeting):

Handout from National #CaregiversConnect national awareness campaign



A PROCLAMATION DECLARING NOVEMBER 2023 AS NATIONAL FAMILY CAREGIVERS MONTH

WHEREAS, the total estimated annual economic value of uncompensated care provided by the nation’s family caregivers is estimated at \$470 billion; and,

WHEREAS, the Administration for Community Living highlights the theme of #CaregiversConnect” in recognition of the importance assisting family caregivers with access to information, education, services and self-care supports to ensure they can continue to support the individual they care for in the community of their choice; and,

WHEREAS, the 2023 National Strategy to Support Family Caregivers includes elements focused on enhancing engagement with family caregivers, addressing access to person-centered approaches, and assisting with long-term plans of care, including caregiver self-care and advocacy: and,

WHEREAS, the Area Agency on Aging of the Capital Area supports family caregivers by:

- providing respite services, caregiver education and evidence-based caregiver workshops to help reduce stress and prevent burnout
- assisting caregivers with access to community-based services and supports
- increasing opportunities for training & education to meet the challenges of family caregiving

THEREFORE, BE IT RESOLVED, that the Executive Committee of the Capital Area Council of Governments declares the month of November 2023 to be National Family Caregivers Month in the CAPCOG Region to recognize support of family caregivers as key to the health and safety of older adults across the CAPCOG region.

Declaration adopted by the Capital Area Council of Governments Executive Committee on this 11th day of October 2023.

Judge James Oakley, Chair
Executive Committee
Capital Area Council of Governments

Council Member Matt Baker, Secretary
Executive Committee
Capital Area Council of Governments

EXECUTIVE COMMITTEE MEETING

MEETING DATE: October 11, 2023

AGENDA ITEM: #8 Consider Awarding Contracts for Employee Benefit Providers

GENERAL DESCRIPTION OF ITEM:

CAPCOG offers employees a range of insurance benefits that includes health, dental, vision, long-term disability, life, and accidental death and dismemberment (AD&D) coverages. CAPCOG's current provider for health and dental coverage is Texas Health (TxHealth, formerly TML Health), and CAPCOG's current provider for vision, long-term disability, life, and accidental death and AD&D coverage is Mutual of Omaha.

CAPCOG's September 1 renewal notice from TxHealth for health insurance would have increased health insurance rates by 35%, which exceeds the 30% increase that CAPCOG had projected. CAPCOG's benefits consultant HUB International advised us that we could likely get substantially better rates by going out to market, so CAPCOG issued a request for proposals (RFP) for insurance providers. Due to the timing of the procurement process, it is not possible to provide recommendations for insurance providers prior to the Executive Committee meeting. The RFP covers the same coverages CAPCOG currently provides, but would also package voluntary employee-funded short-term disability coverage with the long-term disability coverage that CAPCOG pays for. CAPCOG last conducted an RFP for benefits in 2018.

THIS ITEM REPRESENTS A:

- New issue, project, or purchase
- Routine, regularly scheduled item
- Follow-up to a previously discussed item
- Special item requested by board member
- Other

PRIMARY CONTACT/STAFF MEMBER: **Andrew Hoekzema, Deputy Executive Director**

BUDGETARY IMPACT:

Total estimated cost: \$1,360,000 for 2024, including \$923k to CAPCOG and \$436k to employees

Source of Funds: Fringe Pool and Employee Payroll Deductions

Is item already included in fiscal year budget? Yes No

Does item represent a new expenditure? Yes No

Does item represent a pass-through purchase? Yes No

If so, for what city/county/etc.? n/a

PROCUREMENT: Request for Proposals

ACTION REQUESTED:

Award contracts to vendors for employee benefit insurance providers and authorize Executive Director to approve renewals in future years

BACK-UP DOCUMENTS ATTACHED:

Request for Proposals Document (without attachments)

BACK-UP DOCUMENTS NOT ATTACHED (to be sent prior to meeting or will be a handout at the meeting):

Benefit Provider Recommendations

CAPITAL AREA COUNCIL OF GOVERNMENTS REQUEST FOR PROPOSALS FOR EMPLOYEE BENEFITS

General Information

The Capital Area Council of Governments (CAPCOG) is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, Chapter 391 of the Local Government Code. CAPCOG serves a 10-county region in Central Texas that includes Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis, and Williamson Counties. CAPCOG is issuing this request for proposals (RFP) to solicit proposals from interested parties for select employee benefits.

Schedule

Table 1. RFP Schedule

Milestone	Date
RFP Issued	9/1/2023
Deadline for Questions	9/12/2023, 5:00 pm Central Time
Responses to Questions and Addenda Posted	9/19/2023, 4:00 pm Central Time
Initial Proposals Due	<u>9/29/2023, 2:00 pm Central Time</u>
Executive Committee Approval	10/11/2023
Anticipated Open Enrollment for 2024	11/1/2023 – 11/14/2023
Plan Year Start Date	1/1/2024

Notice

Prospective proposers who have received this document from a source other than CAPCOG or HUB International should immediately contact HUB International and provide their name, company, and email address in order that any addendum(s) to the RFP or other communication can be sent to them. Any prospective proposers who fail to provide the division with this information assume complete responsibility in the event they do not receive communications from the division after the RFP issue date.

Background

CAPCOG is seeking proposals from employee benefits providers for the following benefit categories:

1. Medical insurance (current provider: Texas Health);
2. Dental insurance (current provider: Texas Health);
3. Vision insurance (current provider: Mutual of Omaha);
4. Life and accidental death and dismemberment (AD&D) insurance (current provider: Mutual of Omaha);
5. Long-term disability insurance (current provider: Mutual of Omaha); and
6. Short-term disability insurance (current provider: AFLAC).

Capital Area Council of Governments (CAPCOG) has been a HUB client since 2019 and has had the same medical carrier for 30+ years (TML Health). TML's overall claims experience (for all 900+ groups) was unfavorable for 2022-23 and, as such, their average rate increase for 2023-24 is **16%**. This potential, double-digit renewal warrants the release of an RFP. That said, CAPCOG is seeking proposals for all lines of coverage. This is not a market check. CAPCOG will transition carriers for more competitive pricing and/or improved coverage.

HUB International is coordinating this RFP on CAPCOG's behalf and is authorized by CAPCOG to score applications, negotiate with providers following scoring, and to make recommendations to CAPCOG on selection of vendors for each of these benefit categories. CAPCOG's selection of providers is subject to approval by its Executive Committee, which is scheduled to consider vendor selection at its 10/11/2023, meeting. The following table summarizes key information regarding this RFP. Additional information on current rates and coverage can be found at the end of this RFP.

Table 2. General Information

Item	Value/Information
Effective Date of Coverage	1/1/2024
Business Location	Capital Area Council of Government 6800 Burleson Rd #165 Building 310 Austin, TX 78744
SIC Code	9111
ATNE	58
Producer Name and Location	Brent Weegar HUB NCX Dallas Office 10000 N. Central Expy. #1200, Dallas, TX 75201
Broker / Consultant	Brett Bowers
Commissions	Net of Commissions
Total # of Employees on Payroll	67
Add Retiree(s)	0
Add COBRA Employees	0
Less Part-time Employees	2
Less Employees in Waiting period	0
Less Waiving due to other coverage	2
Less Waiving due to cost	0
Total number of employees electing coverage	65

Proposals are due by email to gladys.gautier@hubinternational.com by 2 pm, September 29, 2023

Coverage Period

The coverage period for proposals should be for 1/1/2024 – 12/31/2024, with options to renew for two, one-year periods. If the proposer's intent is to increase rates at the renewal date, the group must be notified of the maximum increase for each renewal period and the basis for calculating the increase four months prior to the effective date of the rate change. Renewal for any future years will be subject to approval by the Executive Director.

Proposal Terms

1. Proposals are to be based on the current plan of benefits and the requested alternative plan options.
2. Proposals are to be based upon the census provided in the RFP.
3. All participants enrolled in the Employee Benefits Plan as of December 31, 2023, are to receive immediate coverage under the new plan. The group's enrollment records are to be the basis for "take-over."
4. Any deviations from specifications must be clearly documented in the proposal in the relevant section of the proposal:
 - a. Does your organization agree to the specifications as outlined in the RFP?
 - b. Would you be willing to agree to a performance-based contract? If so, please outline your proposed performance guarantees?
 - c. Will your organization administer and/or underwrite the current benefits?
5. Submission of a proposal certifies that neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation, or institution has violated the anti-trust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.
6. Submission of a proposal certifies that the proposer will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate Title VII of 1964 Civil Rights Act and amendments, except as permitted by said laws.
7. Submission of a proposal further certifies that the proposal is in compliance with all of the following state/federal laws as may be applicable to this procurement:
 - a. CONTRACTOR warrants that it has not given, offered to give, nor does it intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the RFP or the Agreement.
 - b. If the total amount of this Agreement is in excess of \$100,000, and if the CONTRACTOR is required to make a certification pursuant to Texas Government Code, Section 2274.002 (as added by Acts 2021, 87th Leg., R.S., S.B. 13, § 2), the CONTRACTOR certifies that it does not boycott energy companies and will not boycott energy companies during the term of this Agreement. If the CONTRACTOR does not make that certification, the CONTRACTOR must state why the certification is not required.
 - c. The CONTRACTOR represents that neither the CONTRACTOR, nor any affiliate of the CONTRACTOR, (i) is an entity listed by the Texas Comptroller of Public Accounts under Texas Government Code, Sections 2252.153 or 2270.0201; (ii) constitutes a "scrutinized company" as defined by Texas Government Code, Section 2270.0001 (9); or (iii) has contracts with, provides supplies or services to, or is otherwise engaged in business with

- Iran, Sudan, or a foreign terrorist organization, as prohibited by Texas Government Code, Section 2252.152.
- d. CONTRACTOR understands that CAPCOG will adhere to the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing - Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, and CONTRACTOR certifies that it and its principals are eligible to participate in this Agreement and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity; that it is in compliance with Texas statutes and rules; and that it is not listed on the federal government's terrorism watch list.
 - e. If the total amount of this Agreement is in excess of \$100,000, and if the CONTRACTOR is required to make a certification pursuant to Texas Government Code, Section 2274.002 (as added by Acts 2021, 87th Leg., R.S., S.B. 19, § 1), the CONTRACTOR certifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. If the CONTRACTOR does not make that certification, the CONTRACTOR must state why the certification is not required.
 - f. If the total amount of this Agreement is in excess of \$100,000, and if the CONTRACTOR is required to make a certification pursuant to Texas Government Code, Section 2271.002, the CONTRACTOR certifies that the CONTRACTOR: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Agreement.
 - g. If the total amount of this Agreement is in excess of \$100,000, CONTRACTOR certifies that it will not use and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. CONTRACTOR also agrees to disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award or contract.
 - h. If the total amount of this Agreement is in excess of \$150,000, the CONTRACTOR certifies it will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387).
 - i. The CONTRACTOR represents and warrants that it will comply with Section 6002 of the federal Solid Waste Disposal Act (42 USC§ 6962), as amended by the Resource Conservation and Recovery Act, and Title 40, Pa11 247 of the Code of Federal Regulations.
 - j. To the extent applicable, CONTRACTOR represents and warrants that it will buy Texas products, services, and materials for use in providing the services authorized herein when such products, services, and materials are available at a comparable price and in a comparable period of time when compared to non-Texas products, services, and materials.

Proposal Format and Content

List of Elements for a Complete Proposal

Proposals must be submitted using the following section references:

Proposals are due by email to gladys.gautier@hubinternational.com by 2 pm, September 29, 2023

1. Cover Letter that indicates which coverages are included in the proposal, which may include 1-4 of the following options:
 - a. Medical coverage
 - b. Dental coverage
 - c. Vision coverage
 - d. Life/AD&D/Short-Term Disability/Long-Term Disability (all four types of coverage must be offered if you are selecting this option)
2. Table of contents
3. Signature page
4. Proposer's Certification and Addenda Acknowledgment
5. Deviations
6. Submission Forms and Rate Sheets
7. Vendor References (5)
 - a. Current (3)
 - b. Former (2)
8. Required certifications (6)
9. Exhibits

Signatures required for the proposal must be signed by an officer of the company authorized to bind the submitter to its provisions.

Vendor References

Please list total of five references excluding CAPCOG, including three current and two former references, who can verify the quality of service your company provides. The group prefers references from customers/governmental entities of a similar size and with a scope of work consistent with this RFP.

Reference information provided should include the following for each reference:

1. Organization name
2. Location (City, State)
3. Contact Person Name
4. Contact Person Title
5. Contact Person Telephone Number
6. Contact Person E-mail Address
7. Scope of Work
8. Contract Period

Required Certifications

Five (5) certification forms are required for this project. Four are to be completed and submitted to CAPCOG directly. These four forms are provided as attachments to this RFP.

1. Certification of Compliance with Small, Disadvantaged, Minority, Women-Owned, And Historically Underutilized Business Policy
2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Lower-Tier Covered Transactions
3. Certification Regarding Lobbying
4. Conflict of Interest Questionnaire (IF APPLICABLE) - Chapter 176 of the Texas Local Government Code requires vendors and consultants contracting or seeking to contract with CAPCOG to file a

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conflict of interest questionnaire (CIQ) if they have an employment or other business relationship with an CAPCOG officer or an officer's close family member.

The fifth form must be completed online:

5. Certificate of Interested Parties Form – Form 1295 (sample provided)

Texas law states that a governmental entity or state agency may not enter certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The required form and instructions are located at the Texas Ethics Commission Website.

Updates and Additional Information

CAPCOG reserves the right to amend this RFP at any time. Updates and additional information related to this RFP may be obtained from CAPCOG's "Doing Business with CAPCOG" webpage at <https://www.capcog.org/divisions/administrative-services#doing-business>. Any questions regarding this RFP may be e-mailed to Gladys Gautier at gladys.gautier@hubinternational.com.

Submission of Proposals

Proposals must be submitted to CAPCOG via e-mail to gladys.gautier@hubinternational.com and received by HUB International no later than 2:00 pm Central Time, Friday, September 29, 2023. Proposals must include the company name and address in the e-mail subject line. Any proposal received after the date and hour specified will be rejected and returned to the proposer.

CAPCOG and HUB International are not liable for any costs incurred by a proposer in preparing and submitting proposals. All proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, and other documentation submitted by proposers shall become the property of Capital Area Council of Governments when received at the group or the office of HUB.

Selection Process

General

CAPCOG will award contracts to the proposers that it determines will provide the best value. Approval of the contracts is subject to approval by CAPCOG's Executive Committee. CAPCOG reserves the right to reject any or all proposals. If CAPCOG rejects all proposals, it may solicit new proposals if CAPCOG determines that it is in its best interest to do so.

Initial Screening Criteria

Following receipt of proposals, HUB International staff will review proposals to ensure all required information was provided. Then, HUB International staff evaluate each proposal based on the following criteria:

1. Cost (30%)
 - a. Fixed Costs: includes insurance costs and administrative costs.
 - b. Variable Costs: costs stated as a percentage of paid claims, cost management. (i.e., shifting of more/less workload to Capital Area Council of Government's staff)
 - c. Ability to reduce claims expense

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2. Network (20%)
 - a. Primary Care Physicians, Specialists, Facilities, & Mental Health Providers.
3. Financial Stability (20%)
 - a. Insurance Company, AM Best Rating
 - b. Financial Platform/Administration
4. Claims Processing (10%)
 - a. Turnaround time excluding review of claims.
 - b. Pended claims procedures
 - c. Statistical accuracy
 - d. General service procedures
 - e. Willingness to contractually establish performance criteria.
5. Integrated Systems / Technology Initiative (10%)
 - a. Integrated systems linked to database are integral to the provider selection. The following components make up the whole of an integrated system:
 - i. Eligibility
 - ii. Utilization review
 - iii. Claim's function
 - iv. Claims payment
 - v. Electronic claims inquiry
 - vi. Internet based enrollment/eligibility/wellness/links to PPO or EPO networks
6. Communication (5%)
 - a. Educational material for employees
 - b. Summary Plan Description capabilities
 - c. Administrative kits for locations
 - d. Bilingual capability
7. References (5%)
 - a. Active and terminated references.
 - b. Past relationship with the group.
 - c. Recognition/reputation of proposer.

Each offered coverage will be treated and scored by HUB International as a distinct proposal. For example, if a provider is proposing to offer medical and dental coverage, the medical coverage will be treated as one proposal and scored from 0% - 100%, and the dental coverage will be treated as second proposal and scored from 0 – 100%.

In order for a vendor to be selected for further consideration for any coverages, it must score at least 80% in for at least one coverage. For example, if a provider scored 81% for medical and 79% for dental, that provider will be selected for inclusion in further negotiations and may still be selected to provide both coverages even though the initial score for dental was below 80% since the score for medical met this threshold.

Negotiations Following Scoring

Following scoring of each proposal, HUB International will engage in negotiations with selected providers who meet the screening criteria.

Recommendations to CAPCOG

Following a review of BAFOs by HUB International, HUB International staff will provide scenarios for CAPCOG to consider and will make recommendations for each category of coverage. Where there are multiple options from single provider, HUB International will recommend the option they believe to be

Proposals are due by email to gladys.gautier@hubinternational.com by 2 pm, September 29, 2023

most advantageous to CAPCOG (for example, comparing a higher-deductible, lower-rate option for medical coverage to a lower-deductible, higher-rate option). In making these recommendations, HUB International will also consider the potential administrative benefits to CAPCOG of having fewer than the maximum of four possible providers. Recommendations will be submitted to CAPCOG staff by 9:00 am, Monday, 10/9/2023.

CAPCOG Staff Recommendations to Executive Committee

Upon receipt of HUB International's recommendations, CAPCOG staff will select its preferred proposals for each coverage category and prepare a memo to distribute to CAPCOG's Executive Committee at its meeting at 10:00 am on 10/11/2023.

Executive Committee Approval

CAPCOG staff will present its recommendations to the Executive Committee and request the Executive Committee's approval awarding one or more contracts based on the combination of providers that will provide the best overall value to CAPCOG. CAPCOG expects to present the selection committee's recommendation at the October 11, 2023, Executive Committee meeting and enter into contracts with the selected providers shortly thereafter.

Additional Information

CAPCOG may request in writing additional information from a proposer relating to the proposal and the proposer agrees to furnish it within a reasonable time.

Attachments to the RFP

The following attachments are included in this RFP and will be posted on the "Doing Business with CAPCOG Page" at <https://www.capcog.org/divisions/administrative-services#doing-business>

1. Employee Census
2. Required Certification Forms

Use of Copyrighted Material in Response

CAPCOG reserves an irrevocable, nonexclusive, and royalty-free right to use, reproduce, and copy, for a governmental purpose, all copyrighted material included in the Statement of Work.

Amendment or Withdrawal of Proposal

Prior to the due date, a proposer may withdraw its proposal if there is a material mistake and may submit a corrected Statement of Work by the due date. For a period of 90 days following the due date, a proposer may not withdraw or amend its proposal. CAPCOG may waive an error in or omission from a proposal Response to RFP if the error or omission is not material.

Resolution of Protested Solicitation or Contract Award

An unsuccessful bidder/offeror/quoter may protest the procurement process by following the procedure as available on the CAPCOG website, <https://www.capcog.org/divisions/administrative-services#doing-business>. The protest must be made within **five** business days of the date the basis of the protest to the procurement process became known or should have become known to the protester, whichever is earlier. The protest must be submitted in writing to CAPCOG, to the attention of the contact person, and identify and be signed by the protester. A protest shall be submitted to CAPCOG to the attention of Betty Voights, Executive Director, at 6800 Burleson Road, Building 310, Suite 165, Austin, TX 78744.

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Contractual Provisions

The firm who enters into a contract with CAPCOG to provide services to the employees will be required to abide by the contract provisions outlined here. Potential contractors should consider the following carefully, and it is assumed by submitting a proposal that these conditions will be acceptable and included in the final signed document.

Handling of Claims & Customer Service

The contractor must agree to deliver customer service to the group and its employees and follow all applicable regulations and industry standards. Any problems related to servicing the contract, the employees, or the group with regard to billing procedures must be rectified immediately.

Invoices may need to be separated for:

1. Active Employees
2. COBRA Eligible Plan Participants
3. Retirees

Continuity of Coverage

All employees and dependents covered by the current plan are to receive immediate coverage under the new plan. Fair credit will be allowed for all or any part of deductibles, coinsurance, waiting periods, etc. satisfied prior to the effective date, when applicable.

Claims Experience Monitoring

The contractor shall provide monthly reports to the group and HUB, allowing the group and HUB to monitor claims experience on a monthly basis.

Contractor Provision Requirement

The contractor shall provide any necessary tools, equipment, supplies, materials, employees, management, and other items or services necessary in order to provide full service to the contract.

Indemnity Clause

THE CONTRACTOR HEREBY AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE GROUP, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, DEMANDS, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR LOSS OF USE OR REVENUE, THE FULFILLMENT OF CONTRACT, OR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTIES UNDER THIS CONTRACT. SUCH INDEMNITY SHALL APPLY WHERE THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS OR LIABILITY ARISE IN PART FROM (I) THE JOINT NEGLIGENCE OF THE GROUP AND THE CONTRACTOR, AND/OR THEIR RESPECTIVE OFFICERS, AGENTS AND/OR EMPLOYEES OR (II) THE SOLE NEGLIGENCE OF THE CONTRACTOR, ITS OFFICERS, AGENTS AND EMPLOYEES. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH CONTRACTOR AND THE GROUP, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONTRACTOR TO INDEMNIFY AND PROTECT THE GROUP FROM THE CONSEQUENCE OF (I) THE GROUP'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE WITH THAT OF THE CONTRACTOR OF THE INJURY, DEATH OR DAMAGE AND/OR (II) THE CONTRACTOR'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS THE SOLE CAUSE OF THE INJURY, DEATH, OR DAMAGE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT AND LIABILITY WHERE INJURY, DEATH OR DAMAGE RESULTS FROM THE SOLE

NEGLIGENCE OF THE GROUP UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY. IN THE EVENT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE GROUP BY REASON OF ANY OF THE ABOVE, THE CONTRACTOR AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO THE GROUP. THE INDEMNITY PROVIDED FOR HEREIN SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

Expectations of the Contractor

It is understood upon submission of a proposal that:

1. The contractor shall not assign or subcontract any of its rights, duties, or obligations under the contract without prior written consent from the group. The contractor shall be entitled to assign, pledge or encumber its right to receive payments under this contract pursuant to security interests based upon the Uniform Commercial Code, so long as the group shall never be obligated to negotiate with any such third party in respect to compliance with the terms and conditions of the agreed contract. Any such assignment, pledge or encumbrance shall be limited by any rights of offset by the group for damages or claims arising under this Contract or any other obligation owed by the contractor to the group.
2. At all times during the term of the contract, the company awarded the contract shall operate as an independent contractor to the group, and the contractor shall not, in any event, be deemed an employee or other representative of the group, nor shall he/she hold themselves out as such.

Contractor Employee Arrangements

All employees of the contractor shall at all times be considered an employee of the contractor, and the contractor will be solely liable for the payment of all wages and benefits made available to such employees in connection with their employment. In addition, it is expected and understood that the contractor will be responsible at all times for the supervision and performance of their employees. All employees of the contractor shall warrant that all employees are fully covered by workers compensation insurance and that each employee has been carefully screened as to character and fitness for the performance of his/her job.

Contractor Insurance Coverages

During the duration of any agreed contract, the contractor shall maintain, at its sole cost and expense, Professional E & O Liability insurance with a minimum policy limit of \$1,000,000. The insurance policy must name Capital Area Council of Governments as an additional insured. A certificate of insurance evidencing such coverage shall be furnished to the group prior to the commencement of any work for the group.

Reference Information - Other contractual requirements

Section 1.113 CAPCOG Procurement Policies: Public Access to Procurement Information

Public Access to Procurement Information: Procurement information shall be a public record to the extent provided by the Texas Public Information Act and the Freedom of Information 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 are not open for public inspection.

Equal Opportunity/Non-Discrimination

All contracts awarded by CAPCOG are subject to the provisions listed below.

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin, age or disability. The CONTRACTOR will take action to ensure that employees or applicants for employment are treated fairly during employment or the application process, regardless of race, color, sex, religion, national origin, age, or disability. The CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment notices (provided by an appropriate agency) of federal government nondiscrimination provisions.
2. The CONTRACTOR will state, in all solicitations or advertisements for employment (by or on behalf of the CONTRACTOR), that all qualified applicants will receive consideration for employment regardless of race, color, sex, religion, national origin, age, or disability.

Small, Disadvantaged, Minority, Women-Owned and Historically Underutilized Businesses: Federal Assistance or Contract Procurement Requirements

6-101. Policy Statement

It shall be the policy of CAPCOG to assist small, DBE, MBE, women-owned businesses and HUBs in learning how to do business with CAPCOG. It shall be the further policy of CAPCOG that these sources shall have the maximum feasible opportunity to compete.

6-102. Bidder/Offeror Statement

Every solicitation for procurement must require that each bidder or offeror include a statement that the bidder or offeror will comply with this Policy.

6-103. To ensure that CAPCOG's policy to assure that small, MBEs, DBEs, women-owned businesses, and HUBs are utilized, CAPCOG and its contractors and subcontractors should take the following affirmative steps:

1. Include qualified small, MBEs, DBEs, women-owned businesses, and HUBs on the Bidders' List. State lists may be utilized to locate such businesses by contacting the General Services Commission;
2. Assure that small, MBEs, DBEs, women-owned businesses, and HUBs are solicited whenever they may be potential sources. In this regard, CAPCOG should investigate new sources and advertise when feasible in minority publications;
3. When economically feasible, and where not in contravention of competitive bidding requirements, CAPCOG should divide the total requirements into smaller tasks or quantities so as to permit maximum small, MBE, DBE, women-owned businesses and HUB participation;
4. Use the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the Department of Commerce, the Minority Business Development Agency in the Department of Labor, the Texas General Services Commission and other similar agencies for locating such businesses;

Proposals are due by email to gladys.gautier@hubinternational.com by 2 pm, September 29, 2023

5. Require that prime contractors take affirmative and meaningful steps towards retaining small, MBE, DBE, women-owned businesses and HUB subcontractors;
 6. Procure goods and services from labor surplus areas;
 7. If feasible, establish delivery schedules that encourage small, MBEs, DBEs, women-owned businesses, and HUBs to participate; and,
 8. Advertise, at least annually, in a newspaper of general circulation for small, MBEs, DBEs, women-owned businesses and HUBs to be added to the Bidders' List.O
- 6-104. For such affirmative steps to be meaningful, CAPCOG should review all solicitations, offers and bids to confirm that such affirmative action steps have been taken. In addition, steps should be taken to ensure that once a contract is awarded to a small, MBE, DBE, women-owned business, and/or HUB, or that the award is given to a contractor with such a subcontractor, that such business is retained during the entire performance of the contract.
- 6-105. Failure of a contractor to take meaningful affirmative steps at soliciting and retaining small, MBEs, DBEs, women-owned businesses and HUBs may be considered as a factor in evaluating future bids under non-compliance with public policies; however, this factor may not be a consideration in procurements involving purely state or local funds as Texas law requires awards to be made to the lowest responsible bidder.
- 6-106. For procurements costing more than \$3,500 but less than \$50,000 the Division Director shall contact at least two HUBs on a rotating basis, based on information provided by the Texas General Services Commission. If the list fails to identify a historically underutilized business in the area, CAPCOG is exempt from this section.

Details of Existing Rates and Coverages

Current Monthly Rates and Contributions

Table 3. Current Medical Rates and Contributions (TxHealth)

Covered Individuals	Rate	Employee Contribution %	Employee Contribution
Employee	\$806.30	0%	\$0.00
+ Spouse	\$1,636.82	100%	\$830.52
+ Children	\$1,291.90	100%	\$485.60
+ Family	\$2,021.30	100%	\$1,215.00

Table 4. Current Dental Rates and Contributions (TxHealth)

Covered Individuals	Rate	Employee Contribution %	Employee Contribution
Employee	\$37.64	0%	\$0.00
+ Spouse	\$77.26	100%	\$39.62
+ Children	\$81.22	100%	\$43.58
+ Family	\$115.54	100%	\$77.90

Table 5. Current Vision Rates and Contributions (Mutual of Omaha)

Covered Individuals	Rate	Employee Contribution %	Employee Contribution
Employee	\$6.53	0%	\$0.00
+ Family	\$18.08	100%	\$11.55

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Table 6. Current Basic Life and AD&D Rates (Mutual of Omaha)

Coverage	Individual Covered	Coverage Amount	Rate per \$1,000 coverage	Employee Contribution %
Basic Life	Employee	\$50,000	\$0.150	0%
Basic AD&D	Employee	\$50,000	\$0.035	0%

Table 7. Current Voluntary Life and AD&D Rates (Mutual of Omaha)

Coverage	Individual Covered	Age	Rate per \$1,000 coverage	Employee Contribution %
Voluntary Life	Employee	18-29	\$0.041	100%
Voluntary Life	Employee	30-34	\$0.049	100%
Voluntary Life	Employee	35-39	\$0.080	100%
Voluntary Life	Employee	40-44	\$0.110	100%
Voluntary Life	Employee	45-49	\$0.178	100%
Voluntary Life	Employee	50-54	\$0.312	100%
Voluntary Life	Employee	55-59	\$0.575	100%
Voluntary Life	Employee	60-64	\$0.893	100%
Voluntary Life	Employee	65-69	\$1.493	100%
Voluntary Life	Employee	70-100	\$2.411	100%
Voluntary Life	Spouse and Child	n/a	\$0.160	100%
Supplemental AD&D	Child	n/a	\$0.040	100%
Supplemental AD&D	Employee and Spouse	n/a	\$0.020	100%

Table 8. Current Long-Term Disability Rate (Mutual of Omaha)

Coverage	Rate per \$100 coverage	Employee Contribution %
Long-Term Disability	\$0.220	0%

Note: Please also quote new coverage for Voluntary STD

Coverage Details

Table 9. Coverage Details for Current Medical Benefits Provider

Item	Details/Amounts
Provider	Texas Health (TxHealth), formerly TML Health
Plan Type	PPO
Plan Number	Copay-1K-3K ER
Deductible In-Network	\$1,000 Ind./ \$2,000 Fam.
Deductible Non-Network	\$2,000 Ind. /\$4,000 Fam.
Out Of Pocket Max (including deductible and co-insurance) In-Network	\$3,000 Ind./ \$6,000 Fam.

CAPCOG RFP FOR EMPLOYEE BENEFIT PROVIDERS, SEPTEMBER 1, 2023

Item	Details/Amounts
Out Of Pocket Max (including deductible and co-insurance) In-Network	No Limit
Coinsurance In-Network	20%
Coinsurance Non-Network	50%
Telemedicine	\$0
Behavioral Health	\$30
Physician Office Visit (Lab + x ray covered in office visit) – In-Network	\$30
Physician Office Visit (Lab + x ray covered in office visit) – In-Network	Ded. / 50%
Behavior Therapist Office Visit: In-Network	\$30
Behavior Therapist Office Visit: Non-Network	Ded. / 50%
Specialist Office Visit: In-Network	\$45
Specialist Office Visit: Non-Network	Ded. / 50%
RehabTherapy PT / OT / ST: In-Network	\$45 Copay
RehabTherapy PT / OT / ST: Non-Network	Ded. / 50%
Emergency Room: In-Network	\$500 for Facility, Ded. (waived if admitted) / 20% for Physician Services
Emergency Room: Non-Network	\$500 for Facility, Ded. (waived if admitted) / 20% for Physician Services
Urgent Care: In-Network	\$75
Urgent Care: Non-Network	Ded. / 50%
Mental Health: In-Network	Ded. / 20%
Mental Health: Non-Network	Ded. / 50%
Outpatient Surgery & Inpatient Hospital: In-Network	Ded. / 20%
Outpatient Surgery & Inpatient Hospital: Non-Network	Ded. / 50%
Prescriptions: Network Retail Pharmacy	\$10/\$40/\$70/\$100/\$150
Prescriptions: Network Mail Order	3x
Prescriptions: Preventive Generic	\$0 Copay
Prescriptions: Mac C/ ST /QL / PA	Included

Please quote:

1. An option with similar deductible/out of pocket limits to current coverage
2. An option with a \$2,000 deductible

For proposals including medical coverage, the proposal must include responses to the following questions:

3. Do you contract your own mental health providers or use a third party?
4. What percentage of mental health claims are paid in-network versus out-of-network?

Proposals are due by email to gladys.gautier@hubinternational.com by 2 pm, September 29, 2023

CAPCOG RFP FOR EMPLOYEE BENEFIT PROVIDERS, SEPTEMBER 1, 2023

Table 10. Coverage Details for Current Dental Benefits Provider

Item	Details/Amounts
Provider	Texas Health (TxHealth), formerly TML Health
Plan Type	PPO
Type I – Preventive Services	No Waiting Period
Deductible	None
(2) Oral Exams per calendar year	No Cost
(2) Fluoride treatments-children under 18	No Cost
(2) Cleanings per calendar year	No Cost
Bitewings X-rays once per calendar year	No Cost
Type II – Basic Services	No Waiting Period
Coinsurance	20%
Emergency Exams	20%
Non-preventive X-rays	20%
Amalgam and resin-based composite fillings	20%
Oral Surgery	20%
Type III – Major Services	No Waiting Period
Coinsurance	50%
Replacement of Crowns	50%
Dental Implants	50%
Type IV – Orthodontia	No Waiting Period
Coinsurance	100%
Orthodontia Eligibility	Child under 19
Orthodontia Lifetime Maximum	\$3,000 per lifetime
Calendar Year Deductible	II, III
Individual	\$50
Family	
Dental Annual Maximum	\$2,000
UCR Out of Network Percentile	90th Percentile

Table 9. Coverage Details for Current Vision Benefits Provider

Item	Details/Amounts
Provider	Mutual of Omaha
Eye Exam: In-Network	\$0 copay
Eye Exam: Non-Network	\$40 max
Bifocal Lenses: In-Network	\$0 copay
Bifocal Lenses: Non-Network	\$56 max
Trifocal Lenses: In-Network	\$0 copay
Trifocal Lenses: Non-Network	\$84 max
Frames: In-Network	\$150 allowance + 20%
Frames: Non-Network	\$66 max
Contacts: 1-Year Supply: In-Network	\$150 allowance + 20%
Contacts: 1-Year Supply: Non-Network	\$210 max
Elective Contacts: 1-Year Supply: In-Network	\$150 allowance

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CAPCOG RFP FOR EMPLOYEE BENEFIT PROVIDERS, SEPTEMBER 1, 2023

Item	Details/Amounts
Elective Contacts: 1-Year Supply: Non-Network	\$120 max
Exam Frequency	12 months
Lens Frequency	12 months
Frames Frequency	12 months
Network	Eyemed Vision
Participation Requirements	100%

Table 11.. Coverage Details for Current Basic Life and AD&D Coverage

Item	Details/Amounts
Provider	Mutual of Omaha
Basic Life Insurance: Class Description	All active full-time employees
Basic Life Insurance: Schedule	\$50,000
Basic Life Insurance: Guarantee Issue Amount	\$50,000
Basic Life Insurance: Age Reduction Schedule	75+, 50%
Basic Life Insurance: Terminates at Retirement	Yes
Basic Life Insurance: Waiver of Premium	Disabled prior to 60, 9 month waiting period, to age 65
Basic AD&D: Class Description	All active full-time employees
Basic AD&D: Definition of Earnings	Base annual earning
Basic AD&D: Schedule	\$50,000
Basic AD&D: Maximum Benefit	\$50,000
Basic AD&D: Age Reduction Schedule	75+, 50%
Basic AD&D: Seatbelt	Included
Basic AD&D: Childcare	Included

Note- For Basic Life, please quote with an age reduction schedule and without an age reduction schedule.

Table 12. Coverage Details for Current Voluntary Life and AD&D Coverage

Item	Details/Amounts
Provider	Mutual of Omaha
Class Description	All active full-time employees
Definition of Earnings	Base annual earnings
Employee Life Schedule	\$10,000 increments
Employee Maximum Benefit	\$300,000 or 3 times base annual earnings
Employee Guaranteed Issue Amount	\$100,000 or 3 times base annual earnings
Spouse Life Schedule	\$5,000 increments
Spouse Maximum Benefit	\$250,000
Spouse Guaranteed Issue Amount	\$250,000
Age Reduction Schedule for Employee and Spouse: 70-74	60% (rounded to next higher \$1,000)
Age Reduction Schedule for Employee and Spouse: 75-79	40%
Age Reduction Schedule for Employee and Spouse: 80+	30%
Child Life Schedule	\$10,000
Child Maximum Benefit	\$10,000
Child Guarantee Issue Amount	\$10,000

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CAPCOG RFP FOR EMPLOYEE BENEFIT PROVIDERS, SEPTEMBER 1, 2023

Item	Details/Amounts
Waiver of Premium	Included
Accelerated Death Benefit	80%
Conversion	Included
Portability	Included

Table 103. Coverage Details for Current Voluntary Long-Term Disability Coverage

Item	Details/Amounts
Provider	Mutual of Omaha
Class Description	All active full-time employees
Definition of Earnings	Base annual earnings
Monthly Percentage	60%
Monthly Maximum	\$7,500
Guarantee Issue	\$7,500
Minimum Benefit	\$100
Elimination Period	90 days
Maximum Benefit Duration	RBD to SSNRA
Definition of Own Occupation / Any Occupation	2 Year Own Occupation / Any Occupation
Earnings Test	99% during own occupation / 85% any occupation
Survivor Benefit	Included
Pre-existing Limitations	3/12
Mental/Nervous Limits	2 years per lifetime
Drug and Alcohol Limits	2 years per lifetime
Family Care Benefit	Included

Table 114. Coverage Details for requested Voluntary Short-Term Disability Coverage

Item	Details/Amounts
Provider	
Class Description	All active full-time employees
Definition of Earnings	Base annual earnings
Monthly Percentage	60%
Monthly Maximum	\$1,500
Guarantee Issue	\$1,500
Minimum Benefit	\$25
Elimination Period	14 days
Maximum Benefit Duration	13 weeks / 90 days
Definition of Disability	Non-Occupational Disabilities

Proposals are due by email to gladys.gautier@hubinternational.com by 2 pm, September 29, 2023

Signature Page

The undersigned, in submitting this bid proposal and their endorsement of same, represents that he/she is authorized to obligate their firm, that he/she has read this entire bid proposal package, is aware of the covenants contained herein and will abide by and adhere to the expressed requirements.

Submitted by:

(Official Firm Name)

By: _____

(Original Signature)

(Typed or Printed Name)

(Title)

(Date)

Remittance Address:

Phone: _____

Fax: _____

Email: _____

EXECUTIVE COMMITTEE MEETING

MEETING DATE: October 11, 2023

AGENDA ITEM: #9 Consider Approving Committee Appointments

GENERAL DESCRIPTION OF ITEM:

This is the monthly item for filling positions on our Advisory Committees; please let us know if our staff can assist in identifying interested persons to serve. It is presumed that both city and county representatives will collaborate when making appointments.

THIS ITEM REPRESENTS A:

- New issue, project, or purchase
- Routine, regularly scheduled item
- Follow-up to a previously discussed item
- Special item requested by board member
- Other

PRIMARY CONTACT/STAFF MEMBER: **Betty Voights, Executive Director**

BUDGETARY IMPACT:

Total estimated cost: N/A

Source of Funds: N/A

Is item already included in fiscal year budget? Yes No

Does item represent a new expenditure? Yes No

Does item represent a pass-through purchase? Yes No

If so, for what city/county/etc.? _____

PROCUREMENT: N/A

ACTION REQUESTED:

Approve any advisory committee recommendations.

BACK-UP DOCUMENTS ATTACHED:

1. Summary memo with recommended appointments and vacancies

BACK-UP DOCUMENTS NOT ATTACHED (to be sent prior to meeting or will be a handout at the meeting):

1. Executive Committee attendance roster
2. Advisory Committee attendance rosters



BASTROP BLANCO BURNET CALDWELL FAYETTE HAYS LEE LLANO TRAVIS WILLIAMSON

MEMORANDUM
September 26, 2023

TO: Executive Committee Members

FROM: Betty Voights, Executive Director

RE: Advisory Committee Recommendations

This memo identifies current recommendations to CAPCOG Advisory Committees and serves as a reminder of vacancies that still need to be filled. Please see the Attendance Rosters for the Requirements & Responsibilities. For questions, please contact the Advisory Committee staff liaison.

Burnet County

- The Aging Advisory Council (AAC) has one representative vacancy (as of 11/21).

City of Austin

- The Criminal Justice Advisory Committee (CJAC) has two representative vacancies (as of 5/22 and 3/23).

Travis County

- The Aging Advisory Council (AAC) has one representative vacancy (as of 3/23).

Williamson County

- The Aging Advisory Council (AAC) has one representative vacancy (as of 12/20).

Homeland Security Task Force

- One EMC (Small) position is vacant (as of 2/23).

Law Enforcement Education Committee (LEEC)

- One Law Enforcement At-Large position is vacant.

Solid Waste Advisory Committee (SWAC)

- One Private Operator position is vacant (as of 5/22).