



**REQUEST FOR PROPOSAL #19-002**

**BOMB SQUAD ROBOTIC EQUIPMENT & TRAINING**

Cooperative Purchasing Program  
Attn: Jayme Hardy  
Cooperative Purchasing Specialist  
Metropolitan Washington Council of  
Governments 777 North Capitol Street, NE, Suite  
300 Washington, DC 20002

**Submission Due Date: August 17, 2018**

Time: 3:00 PM EDT

**BOMB SQUAD ROBOTIC EQUIPMENT & TRAINING**  
Request for Proposal #19-002

**I. METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS**

The Metropolitan Washington Council of Governments (COG) is the regional organization of 24 of the Washington area's major local governments and their governing officials, plus area members of the Maryland and Virginia legislatures and the U.S. Senate and House of Representatives. COG provides a focus for action on issues of regional concern such as comprehensive transportation planning, air and water quality management plans, environmental monitoring, tracking economic development and population growth and their implications on the region, coordinating public safety programs, and promoting adequate child care and housing for the region. COG is supported by financial contributions from its participating local governments, federal and state government grants and contracts and through donations from foundations and the private sector. More information on COG may be found at [www.mwcog.org](http://www.mwcog.org).

**II. REQUIRED SERVICES**

COG is seeking one or more qualified Contractor(s) to provide three (3) explosive ordinance disposal (EOD) robot systems and three (3) days of onsite training for public safety agencies to be used in their response to threat diagnostic missions involving improvised explosive device and explosive mitigation (“EOD Robots & Training”).

COG anticipates award of a firm-fixed price contract with a time and materials component, for a one-year base term with three (3) one-year renewal options.

**III. LIST OF POSSIBLE PARTICIPATING AGENCIES**

- A. District of Columbia
- B. State of Maryland
- C. Commonwealth of Virginia
- D. Arlington County
- E. Fairfax County
- F. Loudoun County
- G. Montgomery County
- H. Prince George’s County
- I. Washington Metropolitan Area Transit Authority (“WMATA”)

**IV. DEFINITIONS USED IN THIS DOCUMENT**

COG	The Metropolitan Washington Council of Governments
Contractor(s)	The term used throughout this document to describe the individuals or organizations awarded the contract based on this solicitation.
Contracting Officer	The Executive Director of the Metropolitan Washington Council of Governments

Technical Selection Committee	The Committee established to review the qualifications of contractors offering to provide the requested professional services in this solicitation and recommend the selection of a contractor to the COG Contracting Officer.
Subcontractor	Any subcontractor hired by the contractor.
Offeror	Party of interest submitting a proposal in response to this RFP.

V. PROJECT INFORMATION AND SPECIFICATIONS

A. CONTRACTOR(S) QUALIFICATIONS

Offeror(s) must have sold similar robot platform(s) and provided training to bomb squad teams of public safety entities for U.S. jurisdictions within the last five (5) years.

B. SCOPE OF WORK

Offerors shall propose EOD Robots & Training that meet the following required specifications:

1. EOD ROBOT SYSTEMS SPECIFICATIONS

The Robot System must possess the following components meeting the outlined specifications:

a. The Robot must:

- i. Weigh equal to or less than 170 lbs. without battery;
- ii. Be small enough to be transported in the back of a small SUV for easy deployment;
- iii. Encompass an automatic tool change capability allowing robot to stay down-range without human/manual intervention;
- iv. Possess 3D mapping module allowing robot to map its surroundings;
- v. Be capable of lifting at least 44 lbs. (20 kg);
- vi. Contain battery capable of charging in two (2) hours or less;
- vii. Have compact dimensions allowing for full capabilities within mass transit walkways/areas, and other types of confined spaces;
- viii. Possess track drive system with four (4) independent tracks for optimal maneuverability, with a top speed of at least two (2) mph. Must have pre-programmable motions for the tracks and the manipulator;
- ix. Contain three (3) integrated color cameras (front camera, rear, and gripper camera) with video aiming device and infrared capabilities (and universal accessory ports for additional cameras)
- x. Have a mounted disrupter; and
- xi. Contain chassis with integrated accelerometer to determine if the robot will tip and automatically stop motion of the manipulator if further extension will cause tipping.

b. The Robot System must include:

- i. Manipulator with dexterity capable of:

- Arm return and autonomy features (arm and machine can retrace its steps, so not to strike something as it is retreating and/or back out of tight spaces once operator has the package).
  - Seven (7) degrees-of-freedom (DOF) with telescopic joint with coordinated control for dexterity, independent front and rear flippers for advanced mobility;
  - 3D range sensors for navigation and mapping;
  - autonomous functionality with a robot operating system controller interface;
  - Friction clutches in all joints to prevent damage during collision;
  - Providing integrated electrical contacts in gripper to power tools without a tether cable; and
  - Providing collision protection software to automatically stop the manipulator from hitting other portions of the arm, attached accessories and the chassis.
- ii. IP Mesh Radio with:
- Up to two (2) repeaters on the platform, doubling and tripling the line of sight (LOS) range of the robot, allowing for better deconfliction of frequencies;
  - 2.4 GHz 1W (watt) of coded orthogonal frequency division multiplexing (COFDM) for video transmission;
  - 2 NiMH batteries with communication unit, charger, and control panel;
  - A meter suite platform for multi-disciplined use by Police & Hazmat crews; and
  - License-free frequencies.
- iii. Monitor with:
- Attached controller with integrated touch screen to access additional features and 3D image showing robot configuration in real time. Must be able to zoom in and adjust model angle;
  - Software program making robot capable of automatically picking up attached tools and depositing them back in the tool rack when the task is completed;
  - Shot initiator with short circuit protection to ensure no accidental discharge;
  - A shooting key and two (2) stage process for discharging a shot;
  - One (1) charger capable of charging at least four (4) batteries simultaneously; and
  - An LED charge level indicator on each battery to indicate battery charge level when not connected to robot.
- iv. Accessories to include:
- Carrying bag with set of wheels
  - Personal Radiation Detector (PRD) and necessary holder/adapter;
  - Sample taking system and four sample containers;
  - Sample container with swab (nickel-plated);
  - Sample container with shovel for taking granular substances (nickel-plated);

- Sample container using a cotton bud for taking liquids (nickel-plated);
- Rechargeable battery NiMH 24V/17Ah, rechargeable, chassis/communication unit;
- Spare rechargeable battery NiMH 24V/17Ah, rechargeable, chassis/communication unit;
- Multiblock holder to include and hold: window breaker, key holder, and tearing hook;
- Holder pan for lower arm with shock tube initiator;

c. Warranty and Maintenance Requirements

- i. A two (2)-year warranty is preferred, with a minimum one-year, from the date of delivery of equipment, and must at least cover parts, labor, and 24/7 technical support.
- ii. During the warranty period, the Offeror will provide basic repair and parts within 10 business days, and provide a substitute robot and/or system for more extensive repairs requiring longer than 10 business days.

<b>Table A –Specifications Summary</b>	
Weight	≤ 170 lbs. (without battery)
Lifting Capacity	≥ 44 lbs.
Speed	≥ 2 mph
Cameras	Color
Joint Dexterity	≥ 7 DOF
IP Mesh Radio	2.4 GHz 1W
Transceiver	900MHz 1W
Battery Life (NiMH)	≥ 1.5 hours
Battery Charger	≥ 4 batteries simultaneously; ≤ 2 hours charge time

2. TRAINING REQUIREMENTS

Contractor(s) shall provide at least three (3) days of onsite training to the bomb squad personnel of the Participating Agencies of this RFP. Training curriculum must include the robot platform, operating systems, accessories, maintenance, repair, and participants’ questions and answers.

Each training shall be performed by a subject matter expert (“SME”) with appropriate credentials specific to the component, under the recommendations of the SME, and with the concurrence of each of the Participating Agencies.

Each training shall include all necessary equipment and materials required to complete the curriculum. Training materials shall be provided for participants to reference once trainings have concluded.

Unless otherwise notated, the trainings shall be performed onsite, at the particular Participating Agency’s choice of location and time and must be flexible to the Agency’s environment and adaptability. It is assumed that the components will be performed during regular business hours, but specifically scheduled directly with the Participating Agency.

COG will provide administrative quality assurance and quality control (“QA”/”QC”) for the contract, and each Participating Agency will provide its own performance focused QA/QC based on their standards and guidelines.

**C. DELIVERABLES**

Contractor(s) shall provide the following deliverables meeting the specifications in Section B above:

<b>Table B - Deliverables</b>			
<b>Deliverable</b>	<b>Quantity</b>	<b>Due Date</b>	<b>Method of Delivery</b>
EOD Robot Systems	3 total	Within six (6) months of contract award	At the direction of COG and/or Participating Agencies
Onsite Trainings	3 total, 3-days each	Within one (1) month of equipment delivery	In-person; Onsite with Participating Agencies
Warranty	3 total	Upon equipment delivery	Email to purchasing@mwcog.org

**VI. SPECIAL CONDITIONS**

The following conditions apply to the Contractor(s) selected:

- A. Federal, state or foreign taxes are not allowable.
- B. Legal fees of any type are not allowable without prior written approval of COG Contracting Officer.
- C. In the event the project is terminated by administrative action, Contractor will be paid for work performed to the date of termination.
- D. Any work to be subcontracted to a Subcontractor shall be clearly identified and such Subcontractor shall be approved by COG prior to contract issuance.
- E. Contractor, acting as an independent contractor, shall defend and hold COG harmless from and shall be solely responsible, where found liable, for the payment of all claims for loss, personal injury, death, property damage, or otherwise, arising out of any act of omission or negligence of its employees or agents in connection with the performance of this work.
- F. In case of failure by Contractor and/or Subcontractor to perform the duties and obligations imposed by the resulting contract, COG may, upon written notice, procure

the necessary services from other sources and hold Contractor and/or Subcontractor responsible for all additional costs occasioned thereby.

- G. Contractor covenants that it presently has no interest, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. Contractor further covenants that in the performance of this contract, no person having any such interest shall be employed.
- H. In submitting a proposal in response to this RFP, and in performing services under any contract resulting from this RFP, Contractor shall be bound by, and comply with, all the terms, conditions, and requirements contained within this RFP, as well as, Exhibits A, B, and C.

## VII. INSTRUCTIONS, CONDITIONS AND NOTICES TO Offeror

- I. COG may award contract(s) to a single, or multiple Offerors, as deemed most advantageous to COG and its members. Contract award(s) will only be made to responsible Offerors whose qualifications and offerings conform to the requirements of this RFP.
- J. COG may award a contract based on initial offers received without discussion. Therefore, each initial offer should contain the Offeror's best terms from a price and technical standpoint. COG may communicate with Offerors to clarify, verify or obtain additional information about its past performance or experience.

## VIII. PROPOSAL SUBMITTAL REQUIREMENTS

- A. All Offerors must submit their responses to this RFP in the following prescribed format to ensure a fair evaluation regarding the Offeror's qualifications and the needs of COG. **Offerors not following the prescribed format will be deemed non-responsive.**
  - 1. Technical Proposal: Offeror's Technical Proposal shall contain Offeror's Transmittal Letter, Executive Summary, Qualifications of Key Personnel, Technical Approach, References, and Certifications and Disclosures, as follows:
    - a. Transmittal Letter: The letter transmitting the proposal must be signed by an officer authorized to bind the Offeror.
    - b. Executive Summary: This section shall outline the qualifications, professional credentials and experience of the firm, and any proposed subcontractors, to meet the EOD Robots & Training requirements of this RFP. Elaborate corporate brochures are discouraged.
    - c. Qualifications of Key Personnel: This section shall outline the experience and qualifications of any key personnel proposed to provide EOD Robots & Training. Resumes must be submitted with any certifications and qualifications shown.

- d. **Technical Approach:** An outline of the Offeror's technical approach. Evaluators are looking for specific descriptions of how the Offeror will deliver EOD Robots & Training as required by this RFP.
  - e. **References:** Offeror will provide a minimum of three (3) and a maximum of five (5) references for projects of a similar scope of work on Exhibit A (Worksheets 1 & 2). Names, titles, addresses, and telephone numbers shall be included for each reference. References shall include work in which key personnel proposed to COG have served.
  - f. **Certifications and Disclosures:** Offeror shall complete the certifications and disclosures found at Exhibit B of this RFP and submit each as a part of its proposal.
2. **Price Proposal:** Offeror's submission shall contain the completed Price Proposal form found at Attachment C of this RFP, inclusive of a Disadvantaged Business Enterprise (DBE) Participation Plan, as applicable (See Section XV below). Evaluators will review the overall price of the proposal and points will be awarded using a standardized pricing model based on cost. Note: Hourly rates should not include any mobilization or travel costs. Additional proposed costs must be outlined separately from pricing requested on Attachment C.

**Price Proposals shall not exceed \$974,419.00.**

- B. Proposals must be submitted in two (2) separate files. The first file will contain the Technical Proposal and the second file will contain the Price Proposal, including the DBE Participation Plan, if any.

## IX. QUESTIONS

Technical questions concerning the RFP must be submitted in writing to Jayme Hardy, COG Contracts and Purchasing, at [purchasing@mwkog.org](mailto:purchasing@mwkog.org) (cc: [jhardy@mwkog.org](mailto:jhardy@mwkog.org)) no later than **5:00 PM EDT, Monday, August 6, 2018**. No questions will be accepted after the cut-off date.

Procedural or administrative questions must be submitted in writing to Jayme Hardy at [purchasing@mwkog.org](mailto:purchasing@mwkog.org) (cc:[jhardy@mwkog.org](mailto:jhardy@mwkog.org)).

All technical and procedural/administrative questions will be answered and posted on COG's website as an amendment to this RFP no later than **5:00 PM EDT, Friday, August 10, 2018**. See [www.mwkog.org/purchasing-and-bids/cog-bids-and-rfps/](http://www.mwkog.org/purchasing-and-bids/cog-bids-and-rfps/).

## X. SUBMISSION DATE AND CONTACT

Proposals shall be received by COG no later than **3:00PM EDT, Friday, August 17, 2018**. Please place the RFP number on the subject line of your submission.

Offerors shall submit one (1) electronic and six (6) hard copy proposal submissions. Electronic copies shall be submitted via email to [purchasing@mwkog.org](mailto:purchasing@mwkog.org). COG will also accept hand-delivered or mailed electronic submissions in CD or USB form.



Hard copy submissions must contain one (1) original and five (5) copies of the proposal and shall be mailed to:

Jayne Hardy  
 Cooperative Purchasing Specialist  
 Metropolitan Washington Council of Governments  
 777 North Capitol Street, N.E., Suite 300  
 Washington, D.C. 20002-4290

**XI. LATE PROPOSALS**

Any proposal received at the office designated in this RFP after the exact time specified for receipt, will not be considered, and will be returned, unopened, to the sender, unless it is the only proposal received. Any modifications to a proposal will be subject to these same conditions. Proposals may be withdrawn by written notice received at any time prior to award.

**XII. METHOD OF PROPOSAL EVALUATION AND SCORING**

- A. The qualifications will be evaluated by a Technical Selection Committee.
- B. The Technical Selection Committee may hold, at COG’s option, a pre-selection meeting with the top-ranked Offerors.
- C. The final recommendation for selection to the COG Contracting Officer may be made based upon interviews and/or a best and final offer submitted by the Offerors, if required by the Technical Selection Committee.
- D. In evaluating the submissions, the following factors will be considered, with points awarded up to the maximum shown:

Evaluation Factors	Points
Evaluation of the proposed EOD Robots, training, warranty and repair services in meeting the required specifications and/or scope of the RFP.	<b>25</b>
Experience of the Offeror	<b>25</b>
References	<b>15</b>
Cost Analysis	<b>20</b>
DBE Participation	<b>15</b>
<b>Total Points</b>	<b>100</b>

**XIII. CONTRACTOR SELECTION**

The Technical Selection Committee, at COG’s option, may hold a pre-selection meeting with the top ranked Offerors. The final recommendations for selection to the COG Contracting Officer may be made based upon the interviews and/or a best and final offer, submitted by the Offerors, if required.

XIV. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

- A. DBE participation shall be an integral component of the selection procedure for this RFP. COG's DBE Policy may be viewed on its website at [www.mwcog.org/purchasing-and-bids/dbe-policy/](http://www.mwcog.org/purchasing-and-bids/dbe-policy/). Offerors shall submit a DBE Participation Plan with their proposals that identifies any DBE (defined in 49 CFR Part 26) that shall be participating in the project. The Plan shall include the name and address of the firm, a copy of the firm's current DBE Certification from any federal, state or local government agency that certifies DBE ownership (please note only DBE certifications will be accepted by COG for this purpose).
- B. COG, in accordance with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000 d – 42 and Title 49, Code of Federal Regulations, hereby notifies all Offerors that it will affirmatively ensure that any contract entered pursuant to this RFP will afford minority business enterprises full opportunity to submit bids in response to this invitation, and will not discriminate on the grounds of race, color, sex, or national origin in consideration for an award.
- C. Federal Law – CFR Part 26.37 (Monitoring Performance) requires COG to include a monitoring and enforcement mechanism to ensure that work committed to DBEs at contract award is performed by DBE’s. To comply with this requirement, the Contractor will be required to submit a monthly report and supporting documentation (DBE invoices, check registers, etc.) showing timely payments to the DBE’s listed in your proposal. This information should be submitted by the 30th of April and the 31st of October each year on all contracts made pursuant to this RFP in conjunction with other required reporting.
- D. A total of 15 possible points (out of a maximum of 100 points) may be awarded for DBE participation, as measured in dollars, either as the Contractor or "Subcontractor". In the event of a tie score for contract award between two or more proposals, the proposal with the largest percentage of DBE participation, as measured in dollars, will be awarded the contract. DBE points are to be awarded as follows:

PARTICIPATION	POINTS
10% to 14%	3
15% to 19%	6
20% to 24%	9
25% to 34%	12
35% or more	15

See next page for sample DBE Participation Plan

SAMPLE DBE PARTICIPATION PLAN

DBE SUBCONTRACTOR		PERCENTAGE OF CONTRACT
Subcontractor:		
Address:		
Certifying State:	DBE Certification #	
Subcontractor:		
Address:		
Certifying State:	DBE Certification #	
Subcontractor:		
Address:		
Certifying State:	DBE Certification #	

EXHIBIT A

CONTRACTOR RESUME

WORKSHEET 1

CURRENT OR RECENTLY COMPLETED PROJECTS WITHIN THE PAST FIVE YEARS

OFFEROR: \_\_\_\_\_

Below create a list of at least three (3) and a maximum of five (5) current or recently completed projects that are similar in magnitude and scope to that described in the COG solicitation.

PROJECT NAME	OWNER/EMAIL	APPROXIMATE DOLLAR VALUE
1.		
2.		
3.		
4.		
5.		

EXHIBIT A

CONTRACTOR RESUME

WORKSHEET 2

CONTRACT REFERENCES

OFFEROR: \_\_\_\_\_

PROVIDE A MINIMUM OF THREE (3) AND A MAXIMUM OF FIVE (5) REFERENCES FROM CUSTOMERS CAPABLE OF DISCUSSING YOUR COMPANY'S ABILITY TO PERFORM CONTRACTS OF COMPARABLE SIZE AND SCOPE. It is imperative that accurate contact names and phone numbers be given for the projects listed. All references should include a contact person who can comment on the company's ability to perform the services required under this contract. The company should insure that telephone numbers and contact names given are up-to-date and accurate.

Reference Number 1

1. Name of Client Organization: \_\_\_\_\_
2. Name and Title of Point of Contact (POC) for Client Organization: \_\_\_\_\_  
\_\_\_\_\_
3. Phone Number of POC: \_\_\_\_\_
4. Approximate Value of Contract: \_\_\_\_\_
5. Duration of Contract: \_\_\_\_\_
6. Description of Services Provided: \_\_\_\_\_  
\_\_\_\_\_

Reference Number 2

1. Name of Client Organization: \_\_\_\_\_
2. Name and Title of Point of Contact (POC) for Client Organization: \_\_\_\_\_  
\_\_\_\_\_
3. Phone Number of POC: \_\_\_\_\_
4. Approximate Value of Contract: \_\_\_\_\_
5. Duration of Contract: \_\_\_\_\_
6. Description of Services Provided: \_\_\_\_\_  
\_\_\_\_\_

Reference Number 3

1. Name of Client Organization: \_\_\_\_\_
2. Name and Title of Point of Contact (POC) for Client Organization: \_\_\_\_\_  
\_\_\_\_\_
3. Phone Number of POC: \_\_\_\_\_
4. Approximate Value of Contract: \_\_\_\_\_
5. Duration of Contract: \_\_\_\_\_
6. Description of Services Provided: \_\_\_\_\_  
\_\_\_\_\_

Reference Number 4

1. Name of Client Organization: \_\_\_\_\_
2. Name and Title of Point of Contact (POC) for Client Organization: \_\_\_\_\_  
\_\_\_\_\_
3. Phone Number of POC: \_\_\_\_\_
4. Approximate Value of Contract: \_\_\_\_\_
5. Duration of Contract: \_\_\_\_\_
6. Description of Services Provided: \_\_\_\_\_  
\_\_\_\_\_

Reference Number 5

1. Name of Client Organization: \_\_\_\_\_
2. Name and Title of Point of Contact (POC) for Client Organization: \_\_\_\_\_  
\_\_\_\_\_
3. Phone Number of POC: \_\_\_\_\_
4. Approximate Value of Contract: \_\_\_\_\_
5. Duration of Contract: \_\_\_\_\_
6. Description of Services Provided: \_\_\_\_\_

EXHIBIT B

CERTIFICATION REGARDING DEBARMENT,  
SUSPENSION, AND OTHER RESPONSIBILITY  
MATTERS

The Offeror certifies to the best of its knowledge and belief that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any department or agency of the District of Columbia, State of Maryland or the Commonwealth of Virginia or any of the 24 jurisdictions comprising the membership of the Metropolitan Washington Council of Governments (COG);
- Have not within a three year period preceding this date been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated above of this certification; and
- Have not within a three-year period preceding this date had one or more public transactions (Federal, State or local) terminated for cause or default.

Offeror understands that a false statement on this certification may be grounds for rejection of any submitted proposal or quotation or termination of any award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both if federal funds are being used to support the procurement.

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Typed Name of Offeror

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Typed Name & Title of Authorized Representative

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Signature of Authorized Representative

Attachment A  
CONTRACT TERMS AND CONDITIONS  
(for review)

This document sets out provisions generally applicable to Metropolitan Washington Council of Governments (“MWCOC”) and our Participating Agencies’ contracts. The provisions herein do not constitute a complete agreement, and must be appended to a document, executed by all parties, which identifies the specific work to be performed, compensation, term, incorporated attachments, and special conditions, if any. This document and the Contract are intended to be complementary and shall be construed accordingly.

However, should there be a direct contradiction between the terms and conditions contained herein and the Contract, then the Contract shall govern and control those contradictory terms and conditions. As used herein, the term "MWCOC" includes MWCOC, its various Participating Agencies, employees or agents as may be appropriate. The term “Contract” shall include a document entitled “agreement” or any other title on a document that is denoting a contract.

- I. Amendment. This Contract constitutes the entire agreement between the parties and all other communications prior to its execution, whether written or oral, with reference to the subject matter of this Contract are superseded by this Contract. No amendment to this Contract shall be binding unless in writing and signed by the parties.
  
- II. Bankruptcy. Upon filing for any bankruptcy proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor must notify MWCOC immediately. Upon learning of the actions herein identified, MWCOC reserves the right at its sole discretion either to cancel the Contract or to affirm the Contract and hold the Contractor responsible for damages. The exercise of this right is in addition to any other rights MWCOC may have as provided in this agreement or by law.
  
- III. Compliance with Law. The Contractor hereby represents and warrants that:
  - A. It has the power and authority to enter into and perform the Contract, that the Contract, when executed and delivered, shall be a valid and binding obligation of Contractor, enforceable in accordance with its terms;
  - B. Its performance under the Contract shall be in a good and workmanlike manner and in accordance with all applicable professional standards;
  - C. It is qualified to do business in the jurisdictions covered by the Contract and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
  - D. It is not in arrears in the payment of any obligations due and owing to any agency involved in this agreement, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
  - E. It shall comply with all federal, state and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
  - F. It shall obtain, at its expense, all licenses, permits, insurance and governmental approvals, if any, necessary to the performance of its obligations under this Contract.
  
- IV. Contingent Fee Prohibition. The Contractor, architect or engineer (as applicable)



warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor, architect or engineer, to solicit or secure this Contract, and that it has not paid or agreed to pay any person, partnership, corporation or other entity, other than a bona fide employee or agent, any commission, percentage, brokerage or contingent fee or other consideration contingent on the making of this Contract.

- V. Counterparts. This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute one and the same instrument.
- VI. Force Majeure. Neither MWCOG and/or its members nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, declaration of emergency, or war where such cause was beyond, respectively, MWCOG's and/or its members or Contractor's reasonable control. MWCOG and/or its members and Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- VII. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the District of Columbia or the Participating Agencies required jurisdiction without regard to principles of conflicts of law.
- VIII. Indemnification. The Contractor shall protect, hold free and harmless, defend and indemnify MWCOG and its Participating Agencies including their officers, agents and employees from all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments (including attorney's fees) resulting from injury to, or death of, any person or damage to property of any kind, which injury, death or damage arises out of, or is in any way connected with the performance of the work or failure to perform its obligations under this Contract.

This obligation of indemnification shall apply to any acts or omissions, negligent conduct, whether active or passive, including acts or omissions of Contractor's agents or employees; except that it shall not be applicable to injury, death or damage to the property arising from the sole negligence of MWCOG and/or members, their officers, agents and employees.

- IX. Independent Contractor.
  - A. Contractor shall perform the work required by this Contract as an "Independent Contractor." Although MWCOG and/or members reserves the right to determine the delivery schedule for the work to be performed and to evaluate the quality of the completed performance, MWCOG and/or members cannot and will not control the means or manner of the Contractor's performance. The Contractor shall comply promptly with any requests by MWCOG and/or members relating to the emphasis or relative emphasis to be placed on various aspects of the work or to such other matters pertaining to the work under this Contract. Contractor is responsible for determining the appropriate means and manner of performing the work.
  - B. Contractor represents and warrants that Contractor is not an employee of MWCOG and/or members, is not currently employed by the Federal Government, and is not an officer, employee or agent of MWCOG and/or members.
  - C. Contractor shall be responsible for all federal or state taxes applicable to any compensation or payments paid to Contractor under this Contract. Contractor

is not eligible for any federal Social Security, unemployment insurance, or workers' compensation benefits from compensation or payments paid to Contractor under this Contract.

- D. Contractor agrees to immediately provide MWCOG and/or members notice of any claim made against Contractor by any third party. Contractor also agrees not to assign to any third party, without MWCOG's written consent, any obligation of MWCOG to indemnify Contractor for any actions under this Contract.

X. Insurance Requirements.

- A. Contractor shall obtain, and at all times keep in effect, Commercial General Liability Insurance in the amounts listed below for its activities and operations. The insurance shall include coverage for personal injury, discrimination and civil rights violation claims. All such insurance shall name the Participating Agency, individual members, their employees, and agents as ADDITIONAL INSURED. A copy of the certificate of insurance shall be filed with MWCOG and/or Participating Agencies prior to the time any services are rendered. Contractor shall maintain coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate and \$500,000 for property damage. Coverage shall be written on an occurrence form.
- B. Contractor shall obtain, and at all times keep in effect, automobile insurance on all vehicles used in this Contract with MWCOG and/or members to protect Contractor against claims for damages resulting from bodily injury, including wrongful death, and property damage that may arise from the operations of any owned or hired automobiles used by Contractor in connection with the carrying out of this Contract. All such insurance shall name MWCOG and/or individual members, their employees, and agents as ADDITIONAL INSURED.
- C. Contractor shall, upon request, provide MWCOG and/or members with certification of Workers' Compensation Insurance, with employer's liability in the minimum amount required the governing jurisdiction's law in effect for each year of this Contract.
- D. All insurance policies shall have a minimum 30 days' notice of cancellation. Immediate written notice to MWCOG and members involved in the contract shall be required in the event of cancellation or restriction by the insurance company of any insurance policy referred to in this section.
- E. When insurance coverage is renewed, Contractor shall provide new certificates of insurance prior to expiration of current policies to all contracting agencies.

- XI. Nondiscrimination. A contractor who is the recipient of MWCOG and/or member funds, or who proposes to perform any work or furnish any goods under this Contract shall not discriminate against any worker, employee or applicant because of religion, race, sex, age, sexual orientation, physical or mental disability, or perceived disability. Contractor further agrees that this provision will be incorporated in all sub-contracts entered into in connection with this Contract.

XII. Ownership of Documents and Materials.

- A. The Contractor agrees that all documents and materials, including but not limited to, reports, drawings, studies, specifications, estimates, maps, photographs, designs, graphics, mechanicals, artwork, and computations

prepared by or for the Contractor under the terms of this Contract shall at any time during the performance of the services be made available to MWCOCG and/or members upon request and shall become and remain the exclusive property of MWCOCG and/or members upon termination or completion of the services. These jurisdictions shall have the right to use the same without restriction or limitation and without compensation to the Contractor other than that provided in this Contract. MWCOCG and/or members shall be the owner for the purposes of copyright, patent or trademark registration.

- B. If the Contractor obtains or uses for purposes of this Contract, or subcontracts for, any design, device, material, or process covered by letters of patent for copyright, it shall provide an assignment to MWCOCG and/or members of ownership for purposes of copyright, patent or trademark and of all right to possess and to use such design, device, material or process and a legally sufficient agreement with the patentee or owner, and a copy of such agreement shall be filed with MWCOCG and/or members.
- C. The Contractor shall indemnify and save harmless MWCOCG and/or members from any and all claims for infringement by reason of the use of any such patented design, device, materials, or process, or any trademark or copyright, and shall indemnify, protect and save harmless MWCOCG and/or members, their officers, agents, and employees with respect to any claim. Action, costs or infringement, for royalties or user fees, arising out of purchase or use of materials, construction, supplies, equipment or services covered by this Contract.

XIII. Payments. Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after MWCOCG's and/or members receipt of a proper invoice from the Contractor.

XIV. Records. Contractor shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document Contractor's performance hereunder. Contractor acknowledges and agrees that the MWCOCG and/or members and their duly authorized representatives shall have access to such fiscal records and all other books, documents, papers, plans, and writings of the Contractor that are pertinent to this Contract. All such fiscal records, books, documents, papers, plans, and writing shall be retained by Contractor and kept accessible for a minimum of three (3) years, except as required longer by law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Contract, whichever date is later. All subcontracts shall also comply with these provisions.

XV. Remedies.

- A. Corrections of errors, defect and omissions. Contractor agrees to perform the work as may be necessary to correct errors, defects, and omissions in the services required under this Contract, without undue delays and without cost to MWCOCG and/or members. The acceptance of the work set forth herein by MWCOCG and/or members shall not relieve the Contractor of the responsibility of subsequent corrections of such errors.
- B. Set Off. MWCOCG and/or members may deduct from and set-off against any amounts due and payable to the Contractor any back-charges, penalties, or damages sustained by MWCOCG and/or members, their agents, employees of recipients of its services, by virtue of any breach of this Contract by the Contractor or by virtue of the failure or refusal of the Contractor to perform the

services or any part of the services in a satisfactory manner. Nothing herein shall be construed to relieve the Contractor of liability for additional costs resulting from a failure to satisfactorily perform the services.

- C. Cumulative. All rights and remedies of MWCOG/ members and Contractor shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of the MWCOG and/or members by law.

XVI. Responsibility of Contractor.

- A. The Contractor shall perform the services with the standard of care, skill, and diligence normally provided by a Contractor in the performance of services similar the services hereunder.
- B. Notwithstanding any review, approval, acceptance or payment for the services by MWCOG, the Contractor shall be responsible for the professional and technical accuracy of its work, design, drawings, specifications and other materials furnished by the Contractor under this Contract.
- C. If the Contractor fails to perform the services, or any part of the services, in conformance with the standard set forth in subparagraph A above, it shall, if required by MWCOG and/or members, perform at its own expense and without additional cost to MWCOG and/or members, those services necessary for the correction of any deficiencies or damages resulting, in whole or in part, from the Contractor's failure. This obligation is in addition to and not in substitution for any other remedy available to MWCOG and/or members under the "Remedies" paragraph, or otherwise available by law.

- XVII. Severability/Waiver. MWCOG and/or members and Contractor agree that, if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid. The failure of either party to enforce any provision of this Contract shall not constitute a waiver by that party of that or any other provision of this Contract.

- XVIII. Subcontracting or Assignment. The benefits and obligations hereunder shall inure to and be binding upon the parties hereto and neither this Contract nor the services to be performed hereunder shall be subcontracted, or assigned or otherwise disposed of, either in whole or in part, except with the prior written consent of MWCOG and/or members. MWCOG and/or members have the right to withhold such consent for any reason MWCOG and/or members deem appropriate.

- XIX Survival. The terms, conditions, representations, and all warranties contained in this Contract shall survive the termination or expiration of this Contract.

- XX. Termination. If the Contractor fails to fulfill its obligations under the Contract properly and on time, or otherwise violates any provision of the Contract, MWCOG and/or members may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at MWCOG's and/or members option, become MWCOG's and/or member's property. MWCOG and/or members shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the

Contractor, the Contractor will remain liable after termination and MWCOG and/or members can affirmatively collect damages.

- XXI. Termination of Contract for Convenience. The performance of work under this Contract may be terminated by MWCOG and/or members, in whole or in part, upon written notice to the Contractor, when MWCOG and/or members determines such termination is in the best interest of MWCOG and/or members. The termination for convenience is effective on the date specified in MWCOG's and/or members written notice. MWCOG and/or members will pay for all reasonable costs allocable to the Contract for work or costs incurred by the Contractor up to the date of termination. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.
  
- XXII. Termination of Multi-Year Contract. If MWCOG and/or members fail to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be cancelled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either MWCOG's and/or members rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and MWCOG and/or members from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non- recurring costs incurred but not amortized in the price of the Contract. MWCOG and/or members shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.
  
- XXIII. Time is of the essence. Time is of the essence in Contractor's performance of each and every obligation and duty under this Contract.
  
- XXIV. Whole Contract. This Contract constitutes the complete and exclusive statement of the Contract between the parties relevant to the purpose described herein and supersedes all prior agreements or proposals, oral or written, and all other communication between the parties relating to the subject matter of this Contract.

*(Revised 8/22/2017)*

Attachment B  
COOPERATIVE RIDER CLAUSE

The Metropolitan Washington Council of Governments (“COG”) is offering this solicitation to aggregate the public entity and non-profit purchasing volumes in the Maryland, Virginia and Washington, D.C. region (“region”).

COG is the Lead Participating Agency in this procurement and has included this Cooperative Rider Clause in this solicitation indicating its willingness to allow other public entities to participate pursuant to the following Terms and Conditions:

A. Terms

1. Participating Agencies, through their use of the Cooperative Rider Clause, agree to the terms and conditions of the resulting contract to the extent that they can be reasonably applied to the Participating Agency.
2. Participating Agencies may also negotiate additional terms and conditions specific to their local requirements upon mutual agreement between the parties.

B. Other Conditions - Contract and Reporting

1. The contract resulting from this solicitation shall be governed by and "construed in accordance with the laws of the State/jurisdiction in which the Participating Agency officially is located;
2. To provide to COG contract usage reporting information, including but not limited to quantity, unit pricing and total volume of sales by entity, as well reporting other Participating Agencies added on the contract, on demand and without further approval of contract participants;
3. Contract obligations rest solely with the Participating Agencies only;
4. Significant changes in total contract value may result in further negotiations of contract pricing with the Lead Agency and Participating Agencies.

In pricing and other conditions, Offerors are urged to consider the broad reach and appeal of Metropolitan Washington region with public and non-profit entities in this region.

A list of the participating members of COG can be found at the following web links [www.COG.org/purchasing-and-Proposals/cooperative-purchasing/member-links/](http://www.COG.org/purchasing-and-Proposals/cooperative-purchasing/member-links/)

Other agencies in the region may be permitted to ride this contract, including, but not limited to, the Baltimore Metropolitan Council members. [www.baltometro.org/our-work/cooperative-purchasing/brpcp-representatives](http://www.baltometro.org/our-work/cooperative-purchasing/brpcp-representatives)

Attachment C  
PRICE PROPOSAL