



**REQUEST FOR INFORMATION 22-001**

**Customer Relationship Management Database  
Commuter Connections Employer Outreach Program**

**Response Deadline November 30, 2021, at 2:00 pm EDT**

**Electronic submissions are required for this RFI**

**Electronic submissions must be uploaded to COG's  
solicitation "lockbox."**

**See submission response instructions in Section IX**

**REQUEST FOR INFORMATION  
RFI 22-001**

**Release Date October 28, 2021**

**Customer Relationship Management Database**

**I. METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS**

- A. The Metropolitan Washington Council of Governments (“COG”) is the regional planning organization of the Washington area’s 24 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.
- B. COG provides a focus for action on issues of regional concern such as comprehensive transportation planning, air and water quality management, environmental monitoring, tracking economic development and population growth and their effects on the region, coordinating public safety programs, and promoting 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 grants and contracts from foundations and the private sector.
- C. The *National Capital Region Transportation Planning Board (“TPB”)* is responsible for coordinating transportation planning at the regional level in Northern Virginia, Suburban Maryland and the District of Columbia. The TPB is the federally designated Metropolitan Planning Organization (“MPO”) for the region and plays an important role as the regional forum for transportation planning.
- D. The TPB was created in 1965 by local and state governments in the Washington region to respond to a requirement of 1962 highway legislation for establishment of official MPOs. The TPB became associated with COG in 1966, serving as COG’s transportation policy committee. The TPB is staffed by COG’s Department of Transportation Planning (“DTP”). The Commuter Connections program is administered by the TPB and is funded by the District of Columbia, Maryland, and Virginia Departments of Transportation.
- E. The TPB prepares plans and programs that the federal government must approve for federal-aid transportation funds to flow to the Washington region. Members of the TPB include representatives of the transportation agencies of the states of Maryland and Virginia and the District of Columbia, local governments, the Washington Metropolitan Area Transit Authority (“WMATA”), the Maryland and Virginia General Assemblies, and non-voting members from the Metropolitan Washington Airports Authority (“MWAA”) and federal agencies.

**II. PROJECT OVERVIEW**

The purpose of this Request for Information is to discover other potential options for a CRM that may or may not be considered as a replacement to the current system.

The Commuter Connections Employer Outreach program supports outreach and marketing to the region’s employers to implement new or expanded employer-based alternative commute modes and incentives such as transit and vanpool benefits, telework, preferential parking for

carpools and vanpools, carpool and vanpool formation, flexible work schedules, and bicycling amenities. The outreach program also encourages employees' use of alternative commute modes such as ridesharing, transit, telework, bicycling, and walking. The outreach program also aids employers to hold bicycling seminars for employees, maintaining an up-to-date regional Bicycling Guide, and offering car-sharing and bike-sharing information to lower employers' fleet management costs. Resources are also provided on the benefits of teleworking and assist them in starting or expanding telework programs.

The Employer Outreach program provides and supports outreach efforts in ten jurisdictions with approximately 32 sales representatives located in the region's Metropolitan Statistical Area. COG/TPB's Commuter Connections staff provides overall administration and arranges for sales training and support for the jurisdictional components of the program and technical training on the regional sales Customer Relationship Management (CRM) database.

Some of the key components of the Commuter Connections Employer Outreach CRM include the following:

- A. The ability for COG/TPB staff and local Employer Outreach sales representatives to maintain and update a web-based regional employer/employee sales contact database to facilitate local sales and outreach efforts and avoid duplication of records for private sector and non-profit employers that have 100 or more employees.
- B. Coordination with WMATA's SmartBenefits program sales staff, and/or their assigned consultant(s) for outreach to employers to increase participation in WMATA's SmartBenefits program.
- C. COG/TPB staff administrative review of individual local sales contact database records on a continuing basis to ensure quality control.
- D. COG/TPB staff coordination of technical training for the regional sales database on an as needed basis.
- E. Local jurisdiction sales representative input and feedback on technical issues regarding the regional Employer Outreach CRM database.

In addition, some local jurisdictions offer additional employer programs that encourage commute options at employment sites. These programs range from marketing efforts and incentive programs to adequate public facilities ordinances or other local legislative measures that have trip reduction requirements for that jurisdiction's respective employers. The collection, tracking, and retention of this information is not germane to the main function of the Commuter Connections Employer Outreach CRM; however, it may be a feature module that perhaps could be provided for interested jurisdictions with a separate fee to be paid directly to the prospective vendor for this functionality.

The current CRM being used by the Commuter Connections Employer Outreach program is ACT! and has been customized to meet the needs of this program. The database currently houses approximately 11,000 active employer contact records. There are currently 35 active licenses for the database and the intent is to keep this number of licenses available.

### III. SPECIFICATIONS

#### CRM Features and Specifications

At a minimum, in order to be considered as the possible regional database for the Commuter Connections Employer Outreach program, the CRM must provide the following features and specifications:

##### A. Interface

1. Must be accessible from the internet.
2. Must have MS office adaptability, especially Outlook, Word, and Excel.
3. Must include an administrator's dashboard and the ability to obtain recent activity for each user, administer and change log-in credentials, and allow for quality control of the data and corresponding modules.
4. Accessibility to the system through a mobile app that would allow access to database records and the ability to make changes .

##### B. Scalability

1. Have the ability to add fields and edit field values.
2. Have the ability to add users and seamlessly adjust record authorship.

##### C. Retention of data

1. The main database would be housed at on a COG internal based or external cloud server.
2. The CRM should allow for ample storage on the internal or cloud-based server.

##### D. Training schedule and updates

1. Feasible training, as in two or three days of training for both COG staff and the Employer Outreach service representatives.
2. Updates, a solid schedule working in tandem with the COG/IT department.

##### E. Specifications and basic requirements

1. Fields necessary:
  - a. Company name
  - b. Contact name

- c. Title
  - d. Full address and phone number
  - e. Email contact
  - f. Jurisdiction
  - g. Sales Representative information – phone and email
  - h. Participation Level
  - i. Employee total
  - j. Available transportation
  - k. Current TDM programs
2. Specifics on other options for CRM scalability should include the ability to add fields and edit field values as well as add users and seamlessly adjust record authorship. These features would include, but are not limited to:
- a. General tabs to add descriptions and the ability to add fields
  - b. Notes and history of activity for each client record to include the tracking of prospecting actions and course of action(s) taken by the sales representative, who created the record and when, who last edited the record, communication sent and a visual tool to show all interactions with the record whether it was from COG's database administrator or a CRM user.
  - c. Tracking tabs for at least twelve TDM/commuter benefit programs for each client site with drop downs and the ability to add new fields and expand existing ones as well as tracking fields for participation levels for each benefit
  - d. Availability to add task lists, calendar options, events, mailings, email, or to send surveys and track these items by date and user record manager and the possibility of integration or export of information with software marketing tool platforms such as MailChimp, Constant Contact, or Higher Logic.
  - e. Ability to identify leads and group audiences/ clients based on data records (For example, identifying all employers in a certain geographic region and sharing information about a new program service in their area) along with the ability to run marketing campaigns and manage all content from the platform

- f. Groups – the ability to drill down data for specific events/geographic locations and/or business districts and to segment audiences to create automated workflows
  - g. The ability to set-up alerts and automated email reminders to CRM users. For example, an automatic message that reads: “You haven't followed up with this employer record in the past 6 months, or this employer record has not been accessed in the past 6 months.”
- F. Further items that are necessary include:
- 1. Reports and reporting – There must be a function for adapting for customized ad hoc reports and report creation along with the standard report functions.
  - 2. From the reporting section there needs to be the following:
    - a. Reporting on notes and history for each client record
    - b. Reports on employer benefits based on tracking records for employer TDM programs
    - c. Survey reporting – a specific tab and report that collects data on survey information for each employer site including but not limited to:
      - i. survey date
      - ii. type of survey administered
      - iii. number of surveys distributed
      - iv. response rate
      - v. commuting modes used and average vehicle occupancy results

#### **IV. INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

- A. COG’s preference is to award a single contract resulting from this RFI solicitation or follow up the RFI with a Request for Proposal (RFP).
- B. The responsible vendor whose proposal conforms to the solicitation and will be most advantageous to COG and its members, including cost, technical and other requirements specified herein may be awarded a contract.
- C. 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.
- D. COG may communicate with Offerors to clarify, verify, or obtain additional information about its past performance or experience.
- E. COG is not bound to make an award based on this RFI (See Section IV.A).

## V. PERIOD OF PERFORMANCE AND TYPE OF CONTRACT

- A. The period of performance shall begin on July 1, 2022, and continue through for four (4) years. COG and the selected consultant(s) may mutually agree to extend the period of performance of the ensuing contract through two (2) additional COG fiscal years (July to June) dependent on funding and vendor performance.
- B. The budget is not to exceed \$11,500 for year one. Option year(s) budget to be determined based on available funding.

## VI. PROPOSAL FORMAT

All Offerors must submit their proposals following the prescribed format. Adherence to the proposal format by all Offerors will ensure a fair evaluation regarding the needs of COG. Offerors not following the prescribed format will be deemed non-responsive. The letter transmitting the proposal must be signed by an officer authorized to bind the Offeror. The proposal must include the following:

### Volume I: Technical Response (File 1 Titled "Technical Response" + Firm Name)

- A. Section 1 - Qualifications of the firm and key personnel
  - 1. This section shall provide the professional credentials and expertise of the Offeror and key personnel assigned to this project.
  - 2. Do not include any cost or pricing information in the technical section.
  - 3. Although standard personnel resumes may be included as attachments to the proposal, amplification specific to this solicitation is required in this section. The absence of such project specific information shall cause the proposal to be deemed non-responsive.
- B. Section 2 - Proposed method to accomplish the work
  - 1. In this section of the proposal, Offerors must provide a detailed description of their approach for accomplishing the tasks specified herein. This section shall include a work plan, schedule, and a project management plan that will detail all lines of authority and communication which will support all the project requirements and logically lead to the deliverables required in this RFI.
  - 2. Explain any deviation from the requested Scope of Work.
- C. Section 3 - References of the Contractor and any Subcontractor(s)
  - 1. The proposed Contractor and any Subcontractor(s) shall provide at least three (3) references who COG may contact regarding similar work performed. See Attachment B for form to be used.
  - 2. Offerors may provide letters of reference from previous relevant clients. Names, titles, addresses and telephone numbers shall be included for each reference.

3. All three (3) of these references shall include work in which the key personnel proposed to COG have been assigned.
4. *References can be submitted as a separate file if necessary.*

Volume II. Administration – (File 2 – Titled – “Response Form” + Firm Name)

- A. RFI Response Form (Submitted as a separate file with the cost)
- B. Cost proposal for the Prime Contractor/Offeror and all Subcontractor(s)
  1. This section shall provide the total costs, including all expenses, profits, and fees to be charged to COG for providing the services described above on an annual basis.

**VII. METHOD OF PROPOSAL EVALUATION AND SELECTION**

The proposals will be evaluated by a technical selection committee. The selection committee may hold, at COG’s option, a pre-selection meeting with the top-ranked Offerors. 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 selection committee. In evaluating the proposals, the following factors will be considered, with points awarded up to the maximum shown:

<b>Factor</b>	<b>Points</b>
Understanding of the Requirements of the RFI, Technical Quality of the Proposal and Project Approach	30
Demonstrated effectiveness of the software including references	45
Cost and Price Analysis	25
<b>Total Points</b>	<b>100</b>



## VIII. PROPOSAL QUESTIONS

- A. All questions concerning the RFI must be submitted in writing to the COG Contracts and Purchasing Office at [purchasing@mwkog.org](mailto:purchasing@mwkog.org) with a to cc: [rkonrad@mwkog.org](mailto:rkonrad@mwkog.org) no later than five (5) business days prior to the deadline.
- B. All questions will be answered via addendum and posted on COG's website three (3) business days prior to the deadline.
- C. No questions will be accepted following the cut-off date.
- D. Addendums **must** be acknowledged on the Proposal Response form. Please check the website posting prior to your submission at [www.mwkog.org/purchasing-and-bids/cog-bids-and-RFIs/](http://www.mwkog.org/purchasing-and-bids/cog-bids-and-RFIs/). Failure to acknowledge the addendums could result in the submission being deemed non-responsive.

## IX. SUBMISSION DATE AND LOCKBOX INSTRUCTIONS

- A. Proposals shall be received via "Lockbox" by no later than 2:00 p.m. EDT, May 17, 2021.
- B. Submissions for this RFI **must** be made electronically to COG's solicitation "Lockbox."
- C. Lockbox Submission Instructions are as follows:
  1. Proposals may **not** be submitted through hard copy, fax, or other electronic methods except as designated below.
  2. Please use the RFI number and your firm name in the file name of your electronic submission.
  3. Offerors shall submit one (1) electronic copy of their qualifications to the COG Lockbox system as per the below directions.
    - a. Offerors shall submit one (1) electronic copy to the COG "Lockbox" system in the following fashion:
      - i. **Registration** – To utilize the "LOCKBOX" service, Offeror must be registered on the Mid-Atlantic Purchasing Team Vendor Registration System ("VRS") portal at <https://mwkog.net>.

If Offeror is not registered, please do this before accessing the LOCKBOX.

To register:

- Go to the portal at <https://mwkog.net> and click the Vendors listing the left menu on the page.
- Click Register and fill out the form. NOTE: Offeror will need its company information including its TIN/EIN number if Offeror is a company or Offeror's SSN if Offeror is a sole proprietor.
- Registering will give Offeror access to the LOCKBOX solicitations.

- ii. If the firm is already registered in the VRS then this step can be skipped. The vendor will need to have their Vendor ID and VIN numbers handy.
- iii. Submission – Once registered in the VRS system go to the website at <https://mwcog.net> and click on Solicitation Listings tab. Those solicitations utilizing the VRS Lockbox service will be highlighted with a LOCKBOX button.

Click on the LOCKBOX button.

If Offeror is interested in submitting a response to this solicitation, click on the REQUEST button. After providing the VRS vendor ID and VIN, Offeror will receive a one-time use bid ID and password by email. Also use Offeror's credentials for the following:

- To submit a question to COG.
- To upload Offeror's formal bid response and any additional attachments to the lockbox (before the closing time for the solicitation).
- Please limit size of individual files to 10 MB.
- Limit number of files to the following:
  - Section IV.B.1-2
  - Section IV.B.3 and the Proposal Response form and accompanying documents from checklist.
  - Resumes may be submitted in a separate file in needed
- *The Offeror's company name should be part of each file name.*
- To withdraw Offeror's formal response should Offeror desire to cancel its submission or to replace an already uploaded copy with a modified version.
- To verify that the document in the lockbox is the one Offeror uploaded.

If no vendor ID is provided, Offeror will be directed to the registration page.

If Offeror wants to ensure that Offeror's company details are correct prior to uploading the proposal, then logon to VRS using Offeror's VRS vendor ID and VIN then jump to the vendor summary page in VRS to make any changes desired.

To return to the COG solicitation page, after registering or updating Offeror's company details, click SOLICITATION LISTINGS button on the VRS home page followed by clicking on the VIEW SOLICITATIONS button for COG on the PENDING SOLICITATIONS page.

- b. Please do not wait until the last moment to register. If problems occur during registration please contact COG's provider at [customerservice@eepex.com](mailto:customerservice@eepex.com) and cc: [purchasing@mwcog.org](mailto:purchasing@mwcog.org)
- c. DO NOT email submissions directly to COG they will be disqualified.

4. The submission should be made in two (2) separate files
  - a. Volume I: Technical Proposal – Volume I, Sections 1-3
  - b. Volume II: Administration Section I – Volume II, Administration including Proposal Form with pricing

**X. RFI 22-001 RFI Response Form (Checklist and Acknowledgement & Signature Section)**

*This signed form must be included as a cover page for the pricing submission. It should be uploaded as a separate attachment (Volume 2) to be considered responsive.*

Offeror’s Check List and Required Forms –

ITEM	YES	NO
• Attachment A – Acknowledge and accept Terms and Conditions (If <b>NO</b> - Exceptions should be noted on a separate sheet)	___	___
• Attachment B – References	___	___
• Attachment C – Acknowledge Rider Clause	___	___
• Certificate of Insurance (Acord Form from insurer)	___	___
• Electronic Payment (See Terms and Conditions)	___	___
• Exceptions (including insurance coverage)	___	___
• Is your company a Certified Disadvantaged Business Enterprise? (NOTE: DBE is the only recognized certification by COG. MBE, SWAC, etc. are not valid)	___	___

(Exceptions - If yes, please attach all on separate sheet(s) at the end of this Proposal Response Form. Failure to acknowledge exceptions may be considered non-responsive)

**Addendums Acknowledged (if applicable) – All Addendums must be acknowledged**

Addendum #1	YES ___	NO ___	N/A ___
Addendum #2	YES ___	NO ___	N/A ___
Addendum #3	YES ___	NO ___	N/A ___
Addendum #4	YES ___	NO ___	N/A ___

Others \_\_\_\_\_

*See next page for signature*

METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS  
RFI 22-001 CUSTOMER RELATIONSHIP MANAGEMENT DATABASE

I have read, understood, and agreed to the terms and conditions of all contents of this RFI. The undersigned agrees to furnish the services stipulated in this RFI as stated above.

OFFICIAL COMPANY NAME: \_\_\_\_\_

Primary Representative Name: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ WEBSITE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ Title: \_\_\_\_\_

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Secondary Representative Name: \_\_\_\_\_

Secondary Representative Email Address \_\_\_\_\_

## ATTACHMENT A TERMS AND CONDITIONS

*NOTE: COG will not negotiate Terms and Conditions at the time of contract award. Exceptions MUST be made now. Failure to do so may disqualify the proposer now or at a later time.*

This document sets out provisions generally applicable to Metropolitan Washington Council of Governments (“COG”) 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.

*Proposers are categorized as Subrecipients in this section*

### **I. Energy Conservation - 42 U.S.C. § 6321 et seq.**

The SUBRECIPIENT agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

### **II. Clean Water Requirements - 33 U.S.C. § 1251 et seq.**

A. The SUBRECIPIENT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended. The SUBRECIPIENT agrees to report each violation to COG and understands and agrees that COG will, in turn, report each violation, as required, to assure notification to appropriate federal agencies including the appropriate EPA Regional Office.

B. The SUBRECIPIENT also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance.

### **III. Lobbying - 31 U.S.C. § 1352 et seq.**

*(To be submitted with each bid or offer exceeding \$100,000)*

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

B. 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 of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and federal contract, grant, loan, or cooperative agreement.

C. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to 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 Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). [Note: Language in paragraph (b) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995. (P.L. 104-65, to be codified at 2 U.S.C. § 1601 *et seq.*)]

- D. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- E. Signing this solicitation is a certification that is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

#### **IV. Access to Records and Reports - 49 U.S.C. § 5325**

- A. The SUBRECIPIENT agrees to provide COG, and if applicable the state or federal funding agency, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the SUBRECIPIENT which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transactions.
- B. The SUBRECIPIENT agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The SUBRECIPIENT agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case the SUBRECIPIENT agrees to maintain same until COG, the applicable state or federal funding agency, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

#### **V. Funding Agency Changes**

The SUBRECIPIENT shall at all times comply with all applicable state and federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the funding agreement between such agency and COG, as they may be amended or promulgated from time to time during the term

of this Contract. SUBRECIPIENT failure to comply shall constitute a material breach of this Contract.

**VI. Clean Air - 42 U.S.C. § 7401 et seq.**

- A. The Clean Air requirements apply to all contracts exceeding \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year.
- B. The SUBRECIPIENT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The SUBRECIPIENT agrees to report each violation to COG and understands and agrees that COG will, in turn, report each violation as required to assure notification to the funding federal agency, if any, and the appropriate EPA regional office.
- C. The SUBRECIPIENT also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance.

**VII. Recycled Products - 42 U.S.C. § 6962**

- A. The Recycled Products requirements apply to all contracts for items designated by the EPA, when COG or the SUBRECIPIENT procures \$10,000 or more of one of these items during the fiscal year or has procured \$10,000 or more of such items in the previous fiscal year, using federal funds.
- B. The SUBRECIPIENT agrees to comply with all requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. § 6962), including but not limited to regulatory provisions of 40 C.F.R. Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 C.F.R. Part 247.

**VIII. No Government Obligation to Third Parties**

- A. The SUBRECIPIENT acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities of COG, the SUBRECIPIENT, or any other person (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- B. The SUBRECIPIENT agrees to include the above clause in each subcontract financed in whole or in part with federal assistance. It is further agreed that the clause shall not be modified, except to identify the SUBRECIPIENT that will be subject to its provisions.



**IX. Program Fraud and False or Fraudulent Statements and Related Acts -**

31 U.S.C. § 3801 *et seq.*

- A. The SUBRECIPIENT acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and all appropriate federal agency regulations apply to its actions pertaining to this PROJECT. Upon execution of the underlying contract, the SUBRECIPIENT certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract of the federally assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the SUBRECIPIENT further acknowledges that if it makes, or caused to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the SUBRECIPIENT or to the extent the Federal Government deems appropriate.
- B. The SUBRECIPIENT also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with federal assistance, the Federal Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(N)(1) on the SUBRECIPIENT, to the extent the Federal Government deems appropriate.
- C. The SUBRECIPIENT agrees to include the above two clauses in each subcontract financed in whole or in part with federal assistance. It is further agreed that the clause shall not be modified, except to identify the SUBRECIPIENT who will be subject to the provisions.

**X. Insurance Requirements**

- A. For its activities and operations, Contractor shall obtain, and at all times keep in effect, Commercial General Liability Insurance in the amounts listed below. The insurance shall include coverage for personal injury and claims of discrimination and civil rights violations. All such insurance shall name MWCOG as ADDITIONAL INSURED. A copy of the certificate of insurance shall be filed with MWCOG before any services are rendered. Contractor shall maintain coverage in the amounts of \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$500,000 for property damage. Coverage shall be written on an occurrence form (Accord Form).
- B. Contractor shall obtain, and at all times keep in effect, automobile insurance on all vehicles used in this Contract. Contractor's automobile insurance shall include coverage 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 performance of this Contract. All such insurance shall name MWCOG and/or its individual members, their employees, and agents as ADDITIONAL INSURED.
- C. Contractor shall, upon request, provide MWCOG with certification of Workers' Compensation Insurance, with employer's liability at least the minimum amount

required by 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 to all contracting agencies and MWCOG prior to expiration of current policies.

**XI. Termination - 49 U.S.C. Part 18**

Applicable to all contracts in excess of \$10,000

**A. Termination for Convenience**

COG, by written notice, may terminate this Contract, in whole or in part, at any time by written notice to the SUBRECIPIENT when it is in COG's best interest. If this Contract is terminated, COG shall be liable only for payment under the payment provisions of this Contract for services rendered before the effective date of termination.

**B. Termination for Default [Breach or Cause]**

If the SUBRECIPIENT fails to perform in the manner called for in this Contract, or if the SUBRECIPIENT fails to comply with any other provisions of the Contract, COG may terminate this Contract for default. Termination shall be affected by serving a notice of termination on the SUBRECIPIENT setting forth the manner in which the Contract is in default. The SUBRECIPIENT will only be paid the contract price for services performed in accordance with the manner of performance set forth in the Contract. If it is later determined by COG that the SUBRECIPIENT had an excusable reason for not performing, such as strike, fire, or flood, events which are beyond the control of the SUBRECIPIENT, COG, after setting up a new delivery of performance schedule, may allow the SUBRECIPIENT to continue work, or treat the termination as a termination for convenience.

- C. COG in its sole discretion may, in the case of termination for breach or default, allow the SUBRECIPIENT ten (10) working days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If the SUBRECIPIENT fails to remedy to COG's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the ten (10) working days after receipt by the SUBRECIPIENT of written notice from COG setting forth the nature of said breach or default, COG shall have the right to terminate the Contract without further obligation to the SUBRECIPIENT. Any such termination for default shall not in any way operate to preclude COG from also pursuing all available remedies against the SUBRECIPIENT and its sureties for said breach or default.

- D. In the event COG elects to waive its remedies for any breach by the SUBRECIPIENT of any covenant, term or condition of this Contract, such waiver by COG shall not limit COG's remedies for any succeeding breach of that or any other term, covenant, or condition of this Contract.

**XII. Civil Rights Requirements - 29 U.S.C. § 62, 42 U.S.C. § 2000, 42 U.S.C. § 602, 42 U.S.C. § 12112, 42 U.S.C. § 12132, 49 U.S.C. § 5332**

A. Nondiscrimination

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of federal law, the SUBRECIPIENT agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the SUBRECIPIENT agrees to comply with applicable federal implementing regulations. The clauses of Appendix A and E of the U.S. DOT Standard Title VI Assurances (USDOT 1050.2A) are incorporated herein by reference.

- B. **Equal Employment Opportunity.** The following equal employment opportunity requirements apply to the underlying contract:

1. Race, Color, Creed, National Origin, Sex

In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, the SUBRECIPIENT agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.* (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect activities undertaken in the course of this PROJECT. The SUBRECIPIENT agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the SUBRECIPIENT agrees to comply with apprenticeship. In addition, the SUBRECIPIENT agrees to comply with any implementing requirements the funding federal agency may issue.

2. Age

In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and other applicable law, the SUBRECIPIENT agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the SUBRECIPIENT

agrees to comply with any implementing requirements the funding federal agency may issue.

3. Disabilities

In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the SUBRECIPIENT agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the SUBRECIPIENT agrees to comply with any implementing requirements the funding federal agency may issue.

- C. The SUBRECIPIENT also agrees to include these requirements in each subcontract financed in whole or in part with federal assistance, modified only if necessary, to identify the affected parties.

**XIII. Breaches and Dispute Resolution.**

A. Disputes

Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the COG Executive Director or his/her designee. This decision shall be final and conclusive, unless within ten (10) working days from the date of receipt of its copy, the SUBRECIPIENT mails or otherwise furnishes a written appeal to the Executive Director or his/her designee. In connection with any such appeal, the SUBRECIPIENT shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Executive Director or his/her designee shall be binding upon the SUBRECIPIENT, and the SUBRECIPIENT shall abide by the decision.

B. Performance During Dispute

Unless otherwise directed by COG, the SUBRECIPIENT shall continue performance under this Contract while matters in dispute are being resolved.

C. Claim for Damages

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for acts it is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

D. Remedies

Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between COG and the SUBRECIPIENT arising out of or relating to this agreement or its breach may be submitted by the parties for arbitration if the parties mutually agree, otherwise, such claims, counterclaims,

disputes and other matters shall be decided by a court of competent jurisdiction within the District of Columbia.

E. Rights and Remedies

The duties and obligations imposed by the Contract and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by COG or the SUBRECIPIENT shall constitute a waiver or any right or duty afforded to them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.

**XIV. Patent and Rights in Data.**

A. Rights in Data

The following requirements apply to each contract involving experimental, developmental or research work:

1. The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; CDs or flash drives (thumb drives) containing data; and any other information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.
2. The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:
  - a) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections M.2.a and M.2.b of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its federal license to any other party.
    - i. Any subject data developed under that contract, whether or not a copyright has been obtained; and
    - ii. Any rights of copyright purchased by the Purchaser or the SUBRECIPIENT using federal assistance.

B. Patent Rights

The following requirements apply to each contract involving experimental, developmental, or research work:

1. General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and the SUBRECIPIENT agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until the federal funding agency is ultimately notified.
2. Unless the Federal Government later makes a contrary determination in writing, irrespective of the SUBRECIPIENT status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the SUBRECIPIENT agree to take the necessary actions to provide, through the federal funding agency, those rights in that invention due the Federal Government as described in the U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.
3. The SUBRECIPIENT also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with federal assistance.

**XV. Interest of Members of Congress**

No member of, or delegates to, the Congress of the United States shall be admitted to a share or part of this Contract or to any benefit arising there from.

**XVI. Interest of Employees of COG**

No employee of COG who exercises any functions or responsibilities in review or approval of the undertaking or carrying out the PROJECT during his or her tenure or one (1) year thereafter, shall have any personal interest, direct or indirect, apart from his or her official duties, in this Contract or the proceeds thereof.

**XVII. Interest of the SUBRECIPIENT**

The SUBRECIPIENT covenants that it has presently no financial interest, shall not acquire any financial interest, direct or indirect, which will conflict in any manner or degree with the performance of services required to be performed under this Contract. The SUBRECIPIENT further covenants that, in the performance of this Contract, no person having any such interest shall be employed.

**XVIII. Payment**

Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after COG's receipt of a proper invoice from the Contractor.

**Electronic Payment** means the payment of money to a vendor by electronic means, including by means of a Purchase Card (P-card) or Automated Clearing House (ACH) funds transfer method.

COG has implemented a P-Card Program utilizing MASTERCARD networks. Purchases from this contract will be made utilizing COG's P-Card.

Contractors will receive payment from the P-Card in the same manner as other credit card purchases. The payments typically are transferred within 48 hours.

Accordingly, contractors must presently have the ability to accept these P-Cards or take whatever steps necessary to implement their ability before the start of the contract term, or contract award by the COG. COG reserves the right to revise this program as necessary.

In rare cases, ACH transactions will be acceptable as a form of payment to our vendors. Please keep in mind the turn-around time on ACH transactions can be as long as 30 days.

**XIX. Allowable Costs**

Only those costs which are consistent with Title 2 Part 200 of the Code of Federal Regulations shall be reimbursed under this Contract.

**XX. Covenant Against Contingent Fees**

The SUBRECIPIENT warrants that it has not employed any person to solicit or secure this Contract upon any agreement for a commission, percentage, brokerage or contingent fee. Breach of warranty shall give the Contracts Officer the right to terminate this Contract or, in his discretion, to deduct from the Contract price or consideration the amount of such commission, percentage, brokerage or contingent fees. This warranty shall not apply to commissions payable by the SUBRECIPIENT upon contracts or sales secured or made through a bona fide established commercial or selling agency maintained by the SUBRECIPIENT for the purpose of securing business.

**XXI. Indemnification**

The SUBRECIPIENT, acting as an independent SUBRECIPIENT, shall hold COG harmless from and shall be solely responsible, where found liable, for the payment of any and 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.

**XXII. Severability**

It is understood and agreed by the parties that if any of these provisions shall contravene, or be invalid under, the laws of the particular state, county or jurisdiction where used, such contravention or invalidity shall not invalidate the whole agreement, but the Contract shall be construed as of not containing the particular provision or provisions held to be invalid in the said particular state, county or jurisdiction and the rights and obligations of the parties shall be construed and enforced accordingly.

**XXIII. Assignments**

This Contract shall not be assigned, sublet or transferred in whole or in part by the SUBRECIPIENT, except with the previous written consent of the COG Contracting Officer or his designee.

**XXIV. Entire Agreement**

This Contract sets forth the entire understanding of the parties and supersedes all previous agreements, whether oral or in writing, relating to the subject matter hereof. This Contract may only be altered, amended or modified in accordance with Changes Clause of this Contract.

**XXV. Confidential or Personal Data**

- A. COG respects the privacy or business interests involved in confidential or personal data. It is COG's policy to obtain confidential or personal data or store or allow storage of such data only -
  - 1. When necessary to fulfill COG's information-gathering and data collection responsibilities
  - 2. In conjunction with COG projects. COG intends to minimize risk of disclosure of such confidential or personal data.
- B. Whenever feasible and the requirements of a project allow, the names of survey participants or users of a website or other data collection method shall not be accepted, recorded, stored or retained.
- C. When COG engages in a project, which involves the collection or storage of confidential or personal information by or through use of surveys, websites or by other data collection, the following conditions shall be met:
  - 1. The survey, website or other collection method shall contain a set of conditions for use and a disclaimer of any COG liability for use, in language approved by COG in writing.
  - 2. The party(ies) working with COG shall demonstrate adherence to a federal or applicable state standard for protecting confidential or personal information.
  - 3. The confidential or personal information collected or stored by or through the survey, website or other data collection shall be kept confidential. All necessary steps shall be taken to protect the privacy of the users of the website or other data collection. Any confidential or personal information provided by users of the website or other data collection, including but not limited to their names and addresses, shall be protected.
  - 4. COG shall retain control over and ownership of all surveys, web pages, control files and scripts, database schema, and database contents, in addition to all content which is published on or stored by the website or other data collection, unless COG specifically agrees in writing otherwise.



5. No release of any announcements intended for public dissemination concerning the collection or storage of such information by or through the survey, website or other data collection shall occur until COG has given prior written authorization, unless COG specifically agrees in writing otherwise.
6. In the event that information collected or stored by or through the survey, website or other data collection shall be stolen or handled incorrectly, the party(ies) working with COG on the PROJECT shall be responsible for any required notification to persons who have entered personal information in that system and all costs related thereto.
7. The PROJECT documents shall provide that other parties working with COG on the survey, website or other data collection or storage shall indemnify COG with at least the following commitment:

The [SUBRECIPIENT or other party] shall indemnify and hold COG harmless from and shall be solely responsible, for the payment of any and all claims for loss, personal injury, death, property damage, infringement or misappropriation of any third party's intellectual property rights, violation of privacy, confidentiality or otherwise, arising out of any act of omission or negligence of its employees or agents in connection with the performance of the work under this [agreement or memorandum of understanding].
8. At the end of the project or contract, any personal or confidential information shall be given to COG or destroyed, and a certification of destruction provided to COG by the SUBRECIPIENT or other party.

**XXVI. COG's Policies and Procedures**

When federal law, or any grant conditions, certifications or assurances require COG to utilize competitive procurement procedures for selection of a SUBRECIPIENT, COG's policies and procedures shall govern every aspect of the SUBRECIPIENT selection process, e.g., the solicitation, evaluation, award, and post-award process (including, without limitation, any protest of an award, and the terms and conditions under which a contract may be approved, executed and administered). Any SUBRECIPIENT and potential SUBRECIPIENT will be provided with a copy of such policies and procedures, on request.

**XXVII. COG's Information Technology Policy**

Contractors that must access COG's Information Technology systems or require a COG login account to perform their duties must adhere to COG's Information Technology Policies and Procedures. Such contractors will receive a copy of the policies and procedures prior to receiving access to COG's IT systems.

**XXVIII. COG's Facilities, Policies, and Procedures**

Contractors that must use any of COG's facilities or equipment must adhere to COG's Facilities, Policies and Procedures. Contractors that utilize any AV or IT equipment through the use of COG's facilities shall also comply with COG's IT Policy. Such contractors will receive a copy of all relevant procedures prior to receiving access to COG's IT systems.

**XXIX. Additional Requirements**

In addition to the terms and conditions expressly referenced in this Contract, the SUBRECIPIENT acknowledges and agrees that the terms and conditions of any federal or state grant that provides funding for this Contract, in whole or in part, shall apply to and shall govern the parties' rights and obligations under this Contract and shall be deemed additional terms, conditions and requirements of this Contract.

**XXX. DBE Assurance**

The SUBRECIPIENT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The SUBRECIPIENT shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of USDOT-assisted contracts. Failure by the SUBRECIPIENT to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the COG deems appropriate.

**XXXI. Audits**

Per the Enhanced Mobility Circular, COG as the Designated Recipient for Enhanced Mobility funds will collect A-133 audit reports from the SUBRECIPIENT receiving more than \$750,000 in federal funds. At a minimum, the SUBRECIPIENT is required to bring to COGTPB's attention any audit findings relevant to its use of FTA funds. The SUBRECIPIENT is not subject to A-133 audit requirements and may require additional monitoring, in a format elected by COG, to ensure compliance.

**XXXII. FFATA Reporting**

- A. The Federal Funding Accountability and Transparency Act ("FFATA") requires prime recipients of federal grants and contracts to report sub-award and executive compensation data. COG is the prime recipient of federal awards for the purposes of this policy and is responsible for reporting sub-award data.
- B. COG and first-tier sub-awardees are required to maintain current registration in the System for Awards Management ("SAM") as well as obtain a DUNS number. COG is responsible for filing the report in the FSRS system, not sub-awardees. However, sub-award recipients must provide the following information to COG before they will be eligible to receive the sub-award:
  - 1. The entity's information
  - 2. Description and/or title of the sub-award (including NAICS code or CFDA number)
  - 3. Date and amount of award
  - 4. Location of the entity receiving the award and the primary location of performance under the award, including the city, state, congressional district, and country
  - 5. Active and current SAM unique identifier

6. DUNS number
7. Names and total compensation of the five (5) highest paid officers/executives of the sub-recipient if all three criteria are met:
  - a) Federal awards make up 80% or more of the SUBRECIPIENT's annual gross revenues
  - b) The SUBRECIPIENT's annual gross revenue from federal awards is \$25 million or more
  - c) The SUBRECIPIENT's officer names are not publicly available and the public does not have access to data on executive compensation of the entity through the Securities and Exchange Commission (SEC) as described in further detail in OMB Guidance on Sub-award and Executive Compensation Reporting (August 27, 2010)

(COG, as the prime recipient of the federal award, must also report its own executive compensation data by the end of the month following the award if the same criterion noted above is met.)

#### **XXXIII. Priority of Requirements**

In the event of a conflict between or among any of the terms, conditions and requirements applicable to this Contract, the conflict shall be resolved by giving weight in accordance with the following priorities, in the order as stated below:

1. Terms and conditions of any grant that provides funding for this Contract, in whole or in part.
2. Terms and conditions set forth or referenced within this Contract.
3. Terms and conditions and representations set forth or referenced within Attachments A and F to this Contract.
4. Terms, conditions, specifications, and requirements set forth within any solicitation (e.g., RFI or IFB) pursuant to which this Contract was awarded.
5. Offers, representations, promises, terms and conditions set forth with the bid or proposal submitted in response to any solicitation (e.g., RFI or IFB) pursuant to which this Contract was awarded.

**ATTACHMENT B  
CONTRACT REFERENCES**

CONTRACTOR: \_\_\_\_\_

PROVIDE THE INFORMATION REQUESTED BELOW ON ALL CONTRACT PROJECT WORK FOR THE PAST THREE (3) YEARS TO DATE. YOU MAY ATTACH AN ADDITIONAL PAGE IF NECESSARY. It is imperative that accurate contact names and phone numbers be given for the projects listed. Client information 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.

**Project Number 1**

1. Name of Client Organization: \_\_\_\_\_

2. Name and Title of Point of Contact (POC) for Client Organization:  
\_\_\_\_\_

Phone Number of POC: \_\_\_\_\_ Email: \_\_\_\_\_

3. Approximate Value of Contract: \_\_\_\_\_

4. Duration of Contract: \_\_\_\_\_

5. Description of Services Provided: \_\_\_\_\_

\_\_\_\_\_

6. Team Member(s) Involved: \_\_\_\_\_

**Project Number 2**

1. Name of Client Organization: \_\_\_\_\_

2. Name and Title of Point of Contact (POC) for Client Organization:  
\_\_\_\_\_

Phone Number of POC: \_\_\_\_\_ Email: \_\_\_\_\_

3. Approximate Value of Contract: \_\_\_\_\_

4. Duration of Contract: \_\_\_\_\_

5. Description of Services Provided: \_\_\_\_\_

\_\_\_\_\_

6. Team Member(s) Involved: \_\_\_\_\_

**CONTRACT REFERENCES (cont'd)**

**Project Number 3**

- 6. Name of Client Organization: \_\_\_\_\_
- 7. Name and Title of Point of Contact (POC) for Client Organization:  
\_\_\_\_\_
- Phone Number of POC: \_\_\_\_\_ Email: \_\_\_\_\_
- 8. Approximate Value of Contract: \_\_\_\_\_
- 9. Duration of Contract: \_\_\_\_\_
- 10. Description of Services Provided: \_\_\_\_\_  
\_\_\_\_\_
- 6. Team Member(s) Involved: \_\_\_\_\_

**Project Number 4**

- 11. Name of Client Organization: \_\_\_\_\_
- 12. Name and Title of Point of Contact (POC) for Client Organization:  
\_\_\_\_\_
- Phone Number of POC: \_\_\_\_\_ Email: \_\_\_\_\_
- 13. Approximate Value of Contract: \_\_\_\_\_
- 14. Duration of Contract: \_\_\_\_\_
- 15. Description of Services Provided: \_\_\_\_\_  
\_\_\_\_\_
- 6. Team Member(s) Involved: \_\_\_\_\_

**Project Number 5**

- 1. Name of Client Organization: \_\_\_\_\_
- 2. Name and Title of Point of Contact (POC) for Client Organization:  
\_\_\_\_\_

Phone Number of POC: \_\_\_\_\_ Email: \_\_\_\_\_

3. Approximate Value of Contract: \_\_\_\_\_

4. Duration of Contract: \_\_\_\_\_

5. Description of Services Provided: \_\_\_\_\_

6. Team Member(s) Involved: \_\_\_\_\_

**Project Number 6**

1. Name of Client Organization: \_\_\_\_\_

2. Name and Title of Point of Contact (POC) for Client Organization:  
\_\_\_\_\_

Phone Number of POC: \_\_\_\_\_ Email: \_\_\_\_\_

3. Approximate Value of Contract: \_\_\_\_\_

4. Duration of Contract: \_\_\_\_\_

5. Description of Services Provided: \_\_\_\_\_

6. Team Member(s) Involved: \_\_\_\_\_

**Project Number 7**

1. Name of Client Organization: \_\_\_\_\_

2. Name and Title of Point of Contact (POC) for Client Organization:  
\_\_\_\_\_

Phone Number of POC: \_\_\_\_\_ Email: \_\_\_\_\_

3. Approximate Value of Contract: \_\_\_\_\_

4. Duration of Contract: \_\_\_\_\_

5. Description of Services Provided: \_\_\_\_\_

6. Team Member(s) Involved: \_\_\_\_\_

## ATTACHMENT C COG COOPERATIVE RIDER CLAUSE

The COG Cooperative Purchasing Program works to aggregate the public entity and non-profit purchasing volumes in the National-Capital region of Maryland, Virginia and Washington, D.C.

### I. Format

COG serves as the Lead Agency of this procurement and has included this Cooperative Rider Clause indicating its willingness to allow other public entities to participate in this procurement ("Participating Agency") pursuant to the following Terms and Conditions:

### II. Terms

- A. A Participating Agency, through their use of this 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.
- B. A Participating Agency may also negotiate additional terms and conditions specific to their local requirements upon mutual agreement between the parties.

### III. Other Conditions - Contract and Reporting

- A. The resulting contract shall be governed by and "construed" in accordance with the laws of the State/jurisdiction in which the Participating Agency is officially located.
- B. Contract obligations rest solely with the Participating Agency only.
- C. Contractor must provide semi-annual contract usage reporting information to COG, including but not limited to quantity, unit pricing and total volume of sales by entity on demand and without further approval of Participating Agency;

*Semi-annual reporting Due Dates beginning from Contract execution:*

- November 30, covering May 1 – October 31
  - May 31, covering November 1 – April 30
- D. Contractor is required to report any Participating Agency that is added to the contract and a **COG Rider Clause Approval Form** must be filled out by the Participating Agency and approved by COG (see form below).
  - E. Significant changes in total contract value may result in further negotiations of contract pricing with the Lead Agency and any Participating Agency.

In pricing and other conditions, contractors are urged to consider the broad reach and appeal of public and non-profit entities in the National Capital region.

## II. Participating Members

### COG Member Governments

- **District of Columbia**

- **Maryland**

- Town of Bladensburg
- City of Bowie
- City of College Park
- Charles County
- City of Frederick
- Frederick County
- City of Gaithersburg
- City of Greenbelt
- City of Hyattsville
- Montgomery County
- Prince George's County
- City of Rockville
- City of Takoma Park

- **Virginia**

- City of Alexandria
- Arlington County
- City of Fairfax
- Fairfax County
- City of Falls Church
- Loudoun County
- City of Manassas
- City of Manassas Park
- Prince William County

- **Other Local Governments**

- Town of Herndon
- Spotsylvania County
- Stafford County
- Town of Vienna

- **Public Authorities/Agencies**

- Alexandria Renew Enterprises
- District of Columbia Water and Sewer Authority
- Metropolitan Washington Airports Authority
- Montgomery County Housing Opportunities Commission
- Potomac & Rappahannock Transportation Commission/ Omni Ride
- Prince William County Service Authority
- Upper Occoquan Service Authority

- Washington Metropolitan Area Transit Authority
- Washington Suburban Sanitary Commission

- **School Systems**

- Alexandria Public Schools
- Arlington County Public Schools
- Charles County Public Schools
- District of Columbia Public Schools
- Frederick County Public Schools
- Loudoun County Public Schools
- City of Manassas Public Schools
- Montgomery College
- Montgomery County Public Schools
- Prince George's County Public Schools
- Prince William County Public Schools
- Spotsylvania County Schools
- Winchester Public Schools

- **State Agencies**

- Maryland-National Capital Park and Planning Commission

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### BALTIMORE METROPOLITAN COUNCIL

- City of Annapolis
- Anne Arundel County
- Anne Arundel County Public Schools
- Anne Arundel Community College
- City of Baltimore
- Baltimore City Public Schools
- Baltimore County
- Baltimore County Public Schools
- Community College of Baltimore County
- Carroll County
- Harford County
- Harford County Public Schools
- Harford Community College
- Howard County
- Howard County Public Schools System
- Howard Community College
- Queen Anne's County
- Queen Anne's County Public Schools



**ATTACHMENT D  
COG RIDER CLAUSE**

**Sample Approval Form Only – Do not fill out**

This form must be executed for any Participating Agency, both within and outside of the Metropolitan Washington Council of Governments (COG) region, to use the COG Cooperative Rider Clause to ride solicitations and contracts.

*NOTE: Effective January 1, 2019, COG does not authorize the use of the MAPT/COG Cooperative Rider Clause without this form being completed and approved.*

---

Participating Agency Name \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Phone \_\_\_\_\_ Email Address \_\_\_\_\_

---

Solicitation/Contract Information:

Name Solicitation/Contract \_\_\_\_\_  
Lead Agency/Contract Holder \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Solicitation/Contract Number \_\_\_\_\_ Other Reference \_\_\_\_\_

---

Vendor Information:

Contractor Name \_\_\_\_\_  
Address \_\_\_\_\_  
City/State/Zip \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Phone \_\_\_\_\_ Email Address \_\_\_\_\_

See questions on next page.

METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS  
RFI 21-016 REGIONAL TDM EVALUATION

<u>Questions -</u>	<u>YES</u>	<u>NO</u>
1. Is the Contract active and currently in force?	_____	_____
2. Is the Participating Agency's specifications/scope of work the same or very similar to that in the Contract?	_____	_____
3. Is riding this Contract within the rules and regulations of the Participating Agency and approved by the Participating Agency's Purchasing Department?	_____	_____

**Participating Entity**

**Metropolitan Washington Council of Governments**

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_