

## **METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS**



### **REQUEST FOR PROPOSALS RFP No. 17-002**

**July 27, 2016**

### **PREPAREDNESS PLANNING, PROGRAM MANAGEMENT, ADMINISTRATIVE, AND TRAINING & EXERCISE SERVICES**

#### **I. INTRODUCTION**

The Metropolitan Washington Council of Governments (COG) is the regional organization of 22 of the Washington metropolitan 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

#### **II. BACKGROUND**

COG provides executive, professional and technical staff services to the governmental jurisdictions and agencies within the National Capital Region (NCR). The purpose of these services is to coordinate regional homeland security and emergency preparedness objectives under the mandates of the NCR Homeland Security Strategic Plan (Strategic Plan), to support enhancements to the regional homeland security governance structure, and to implement the work programs for the NCR Emergency Preparedness Council (EPC), Chief Administrative Officers' (CAOs) Committee, Regional Emergency Support Function (R-ESFs) 1-16 Committees, Regional Programmatic Working Groups (RPWGs) and others.

Under the mandates of the Strategic Plan and pursuant to numerous Urban Area Security Initiative (UASI) and other awards of federal grant funding, a multitude of regional entities work together within the regional homeland security governance structure to build the region's preparedness capabilities. Any successful contractors awarded any contract(s) under this Request for Proposal (RFP) will expect to work closely with both

COG and NCR partners in the provision of services that are essential to the regional homeland security mission and the implementation of the Strategic Plan. Collectively, for the purposes of this RFP, all of the foregoing are referred to as the “Regional Mission.”

An objective of the Strategic Plan is to ensure that the NCR has a region-wide capability to prevent, detect, respond, and recover in a timely manner to attacks and other events requiring tactical response and technical rescue. The overarching goal of COG’s support to NCR partners is to help ensure effective and efficient coordination and implementation of the region’s homeland security and emergency preparedness program, thereby meeting federal, state and local requirements. COG supports the region to increase security and preparedness; enhance coordination, and the capacity to respond to and recover from regional emergencies; and effectively communicate with the public about preparedness and emergency response to all hazards, including terrorism. Working closely with regional partners, COG assists with coordination of homeland security programs and planning efforts, and enhances communication between local, state, and federal governments, businesses, nonprofits, and the residents of the NCR, information sharing and situational awareness, critical infrastructure protection, and the development and maintenance of regional core capabilities.

### **III. PROJECT**

COG is seeking multiple contractors from firms experienced in providing services in the fields of homeland security and emergency management - primarily supporting preparedness initiatives. These initiatives include, but are not limited to: preparedness planning, training, exercise, program management, project management, financial management, stakeholder engagement, and community outreach. Service and support requirements encompass the provision of qualified and skilled professional and support staff for a wide variety of emergency management and homeland security related tasks.

COG plans to select up to ten (10) successful contractors to provide homeland security and emergency management related services as needed to support the Regional Mission. All services under any contract awarded as a result of this solicitation will be accomplished on a task order basis. Actual task orders with specifically defined scope of work are not currently available, and will only be developed if and when particular work or services are needed. There is no guarantee to any contractor that he/she will be awarded any task order or any particular work or services. A contractor shall not commence the service under any task order until a purchase order has been executed by the COG Contract and Purchasing Office and a Notice to Proceed has been issued for that task order.

Task Order Process - Once COG is provided with grant funding, the grant Project Management Plan (PMP) and Statement of Work (SOW), COG will develop a description of the services that are to be the subject of a particular task order, and will then notify contractors that have bid on that task order which contractor was selected for

that particular task. The criteria may vary and will be listed in each task order proposal request when issued. A format for the task order response will be provided by COG to minimize the time for preparation by the contractors and reviewers. The deliverable and millstone on the PMP will be the same as those in the task order.

The selected Contractor must be capable of explaining, defending and justifying the various aspects and conclusions of a project before senior management, elected officials, regulatory agencies, technical experts, the general public, and different types of media, as directed. The Contractor will be required to effectively manage the work and complete the project in a timely and cost effective manner. Contractors must develop a general work plan for each project initiated via a task order, and will be required to regularly track progress and make progress reports, throughout the duration of each project.

#### **IV. SCOPE OF SERVICES**

The following is a description of potential tasks within the scope of the contract:

##### **A. Preparedness Planning**

Preparedness no longer encompasses just the pre-disaster phase of emergency management. Rather, it is a continuous process incorporated throughout a comprehensive emergency management program, geared toward ensuring efficient and effective prevention, protection, response, recovery, and mitigation capabilities before, during, and after disasters. As such, key preparedness tasks may include:

- a. Development, review, assessment, and/or the update of preparedness plans and associated materials
  - 1) Types of plans may include: strategic, operational or tactical plans.
  - 2) Examples of Plans include: Support Function Plans, Function Specific Plans, Facility Specific Plans, Incident Specific Plans, Continuity of Operations Plans, etc.
- b. Development of supporting documents and tools including: reports, white papers, assessments, briefing materials, presentation, operational tools, databases, technical diagrams, socialization material, etc.
- c. Development of public outreach materials such as brochures, citizen's guides, website content, leaflets, articles, posters, public meetings, community forums, or other methods of public outreach.

##### **B. Training**

The NCR offers a comprehensive and effective training program to train state and local officials in disaster mitigation, preparedness, response, and recovery. Jurisdictions across the NCR can and do cope with disasters by preparing in advance through training

activities and by using the skills learned to build local teams and coalitions that respond to emergencies.

The Contractor shall provide, but is not limited to, the following components:

- a. The instruction of courses in training program management, design, development, conduct, evaluation, and improvement planning for State and local partners as prescribed as part of the National Standard Exercise Curriculum. The major focus of the delivered training is at the Intermediate and Advanced levels consistent with that of FEMA and other national accreditation bodies. Contingency support of NCR entities for the evaluation of responses to incidents or real-world events.
- b. The Contractor (s) shall assist NCR entities in the development, enhancement, and delivery of an extensive array of training opportunities for State and local emergency managers, public officials, members of volunteer relief organizations, professionals in related fields, business sector and the whole community. Contractor(s) will assist with:
  - 1) Curriculum development
  - 2) Direct delivery of new and established training courses
  - 3) Conversion of selected training courses from direct delivery to web-based
  - 4) Development of training materials for non-English speaking persons or persons with limited English proficiency
  - 5) Provide training instructors with specialized experience in the functional roles of the diverse NCR stakeholder community (e.g. law enforcement, fire, etc.)
- c. Review current practices and procedures related to training and exercise development, incorporate other states' model policies and training procedures into the current practice and procedures, and make appropriate recommendations for the region's training and exercise plan and strategy.
- d. Recommend training and policy development, establish appropriate training policing and strategies that would promote an effective strategy by assessing real-world incidents, planned events, or accredited exercises and develop a strategy for improvement.

## **C. EXERCISE**

The Contractor shall provide, but is not limited to, the following components:

- a. Development, conduct and evaluation of discussion-based (seminars, workshops, tabletop exercises, and games) and operations-based (drills, functional and full-scale exercises) exercises utilizing the Homeland Security Exercise and Evaluation Program (HSEEP) guidelines.

- b. The provision of technical and planning assistance to District of Columbia agencies to support the refinement of processes and/or the correction of areas needing improvement resulting from training events.
- c. The exercise plan will sufficiently impact the local, multi-jurisdictional, agency or multi-agency operations in a manner similar to what would be expected during an actual incident in regards to casualties, road infrastructure, intelligence sharing, cyber security and other critical infrastructures that may be threatened.
- d. During any background research of plans or details in preparation for an exercise, the Contractor must use the most current and accurate information available to plan exercises to ensure and enhance realism and relevance to the District, multi-jurisdictional agency, or multi agency.
- e. Effective project management to ensure identification, development, and management of critical and supportive activities, frequent communication about project status; and use of management timelines (e.g., project management timeline, scheduling software).
- f. The Contractor shall perform tasks associated with the design, development, conduct, and evaluation of preparedness exercises, during the term of the contract. The Contractor shall provide the necessary labor, equipment, and materials to perform the work and deliver products as described above.

#### **D. DISABILITIES AND ACCESS & FUNCTIONAL NEEDS EXPERTISE**

The Contractor shall provide an integrated approach in the application and incorporation inclusive emergency management practices, as mandated by local, state, and federal laws, associated with persons with disabilities and others with access and functional needs.

#### **E. ADMINISTRATIVE SUPPORT, PROGRAM & PROJECT MANAGEMENT**

- a. Provide project management, program management, and administrative support services.
- b. Provide grants and financial management for emergency management functions.
- c. Provide and/or recommend applicable technology that will help streamline/ assist with emergency preparedness.
- d. Develop, assess, revise information management tools, processes, publications, computer applications, software, and technology as requested.
- e. Provide support towards Emergency Management Accreditation Program (EMAP)

compliance.

- f. Provide support for the Capability Assessment and Prioritization Process (CAPP), which includes collecting, collating, validating and reporting for the annual THIRA and SPR process, as well as project prioritization associated with the grant funding process.
- g. Provide subject matter expertise to support District agencies with the implementation of the National Incident Management System (NIMS) and Incident Command System (ICS).

The Contractor will be required to work with various partners and key stakeholders from public and non-public sector entities, incorporating feedback and concurrence from all primary, support, coordinating, and cooperating agencies.

## **V. DEFINITIONS**

- a. Contracting Officer - The Executive Director of COG
- b. Contractor – An individual or organization awarded the prime contract based on this solicitation
- c. Subcontractor - An individual or business firm contracted to perform part or all of a Contractor’s contract
- d. Technical Selection Committee - The Committee established to review proposals received in response to this solicitation and which recommends selection of contractors to the COG Contracting Officer
- e. Threat and Hazard Identification and Risk Assessment (THIRA) - an annual process that helps make the “whole community” safer by understanding the unique risks it faces. The THIRA and State Preparedness Report (SPR) are completed each year in accordance with the U.S. Department of Homeland Security (DHS) grant guidance and in support of the Regional Mission
- f. State Preparedness Report (SPR) - a self-assessment of a jurisdiction’s current capability levels against the capability targets identified in the [THIRA](#)
- g. Contract
- h. Task Order – a specifically defined scope of work
- i. Purchase Order

## **VI. PERIOD OF PERFORMANCE**

The period of performance shall commence as of the date of a fully executed contract and continue for a period of 24 months. COG may at its own discretion, and based on the successful contractor(s) performance, extend any contract awarded as a result of this procurement for up to three (3) additional one (1) year periods.

## **VII. TYPE OF CONTRACT**

COG anticipates awarding contracts to up to 10 contractors, who will then be eligible to receive work on a task order basis. Potential contractors are hereby put on notice that the services contemplated by this RFP will be funded by grants from the federal government, and COG's budget, as such these services will be limited by the availability of grant funding.

## **VIII. SPECIAL CONDITIONS**

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

- a. Contractor shall enter into a contract acceptable to COG which contains the Standard Terms and Conditions included with this RFP.
- b. Legal fees of any type are not permitted without prior written approval of the COG Contracting Officer.
- c. Federal, State, or foreign taxes are not permitted.
- d. In the event the project is terminated by administrative action, the Contractor will be paid for work actually performed prior to the date of termination.
- e. Any work to be subcontracted to a subcontractor shall be clearly identified and such subcontractor shall be approved by COG prior to any contract/task order issuance pursuant to this RFP.
- f. The Contractor, acting as an independent contractor, 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.
- g. In case of failure by the 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 the Contractor and/or subcontractor responsible for any and all additional costs occasioned thereby.

- h. The 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. The Contractor further covenants that in the performance of this contract, no person having any such interest shall be employed.
- i. It is understood that funding for performance of work and services under any contract awarded as a result of this procurement shall be and remain contingent upon COG receiving grant funds to support payment for such performance. Should funding from the source of grant funding for a particular task order be delayed, for any reason, COG shall be entitled to withhold payment to a contractor for the corresponding delay in COG's receipt of grant funding.
- j. Payment will be made to the contractor thirty (30) days following the receipt of a correct invoice from the contractor and approval by the COG Project Manager. The contractor shall submit monthly invoices that will encompass all work, including work performed by any subcontractors within 30 days after the end of the month when the work was performed, and its final invoice will be submitted within thirty (30) days after expiration of the contract.

## **IX. INSTRUCTIONS, CONDITIONS AND NOTICES TO CONTRACTORS**

**COG is the procuring entity**, and this procurement transaction will, in all aspects, and as required by the applicable grant conditions, be governed by COG's own procurement policy and procedures. A copy of COG's procurement policy is available to any potential contractor, by request. COG intends to award one or more contracts resulting from this solicitation to qualified, responsible Contractor(s) whose proposals conform to the requirements of this RFP and whose proposals are most advantageous to COG.

COG may award a contract on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Contractor's best terms from a price and technical standpoint. COG may communicate with Contractors in order to clarify, verify or obtain additional information about the Contractor's past performance or experience; however, if discussions are conducted with any contractor, COG will follow the process set forth within its procurement policy relative to the conduct of competitive negotiations.

Each contractor submitting a proposal in response to this RFP should include a SOW that includes information demonstrating the Contractor's knowledge of the NCR and expertise in one or more of the services identified in Section IV of this RFP.



**X. SUBMISSION DATE, PRE-PROPOSAL CONFERENCE AND CONTACT INFORMATION**

A pre-proposal conference will be held on Monday August 15, 2016 at 10 a.m. In person only (No conference call will be available).

Location:  
Training Center, Ground Floor  
Metropolitan Washington Council of Governments  
777 North Capitol Street, N.E.,  
Washington, D.C. 20002-4290

**Proposals shall be submitted by, but no later than, 2:00 p.m. on September 6, 2016.**

Please place the RFP number on the outside of your submission.

**Contractors shall submit one (1) original and ten (10) copies of their proposal and one (1) CD or USB drive with the complete proposal to:**

George Hohmann  
Contracts and Purchasing Manager  
Metropolitan Washington Council of Governments,  
777 North Capitol Street, NE, Suite 300  
Washington, D.C. 20002

***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 or telegraphic notice received at any time prior to award.

Procedural administrative questions may be directed to [ghohmann@mwkog.org](mailto:ghohmann@mwkog.org)

**PROPOSAL FORMAT AND CONTENT**

Proposals should provide a narrative description of special experience, capabilities and technical resources that will be contributed to this project by the submitting firm. The following points should also be addressed in the narrative description:

- a. A brief description of the Contractor's background and organizational history, including number of years in business and number of years performing services required by this RFP; and number of employees;

- b. Experience with emergency management consulting and homeland security services for jurisdictions with population and government of similar type and size;
- c. Experience successfully completing emergency management and homeland security projects in the National Capital Region; and
- d. Completion of the Labor Category Worksheet including the full loaded rate of proposed project staff.

### ***Proposal Document Organization***

The letter must be signed by an authorized principal or agent of the contractor, and provide an overview of the Contractor's offer, as well as, the name, title and phone number of the person to whom questions may be directed to concerning the proposal. The letter should also include a statement by the contractor accepting all terms and conditions contained in this RFP. The written proposal shall be organized to match the headings delineated below:

- a. Letter of Interest
- b. Table of Contents
- c. Executive Summary
- d. Team Competence
- e. Resumes of Key Project Staff
- f. Price Proposal

### ***Contractors' and Subcontractors' References***

The Contractor(s) and any subcontractor(s) shall provide at least three (3) references whom COG may contact regarding similar work performed. Contractors may provide letters of reference from previous relevant clients. Names, titles, addresses and telephone numbers shall be included for each reference. All three of these references shall include work in which the key personnel proposed to COG have been assigned.

## **XI. METHOD OF PROPOSAL EVALUATION AND SELECTION**

The proposals will be evaluated and ranked by a technical selection committee based on the evaluation factors in the chart following this section. The final recommendation for selection to the COG Contracting Officer may be made based upon discussions and/or a best and final offer submitted by the Contractors, if recommended by the selection committee. In evaluating the proposals, the following factors will be considered, with points awarded up to the maximum shown:

<b>Factors</b>	<b>Points</b>
Technical Expertise	<b>25</b>
Key Personnel, Qualifications, and Credentials	<b>25</b>
Past Performance/Experience	<b>15</b>
Price Proposal	<b>35</b>
<b>Total Points</b>	<b>100</b>

## **XII. EQUAL EMPLOYMENT OPPORTUNITY**

The terms and conditions set forth within Exhibits A and B, attached to this RFP, are incorporated by reference as if set forth herein verbatim. In submitting a proposal in response to this RFP, and in performing services under any contract resulting from this RFP, the successful contractor shall be bound to comply with all of the terms, conditions and requirements referenced within Exhibits A and B.

In connection with the execution of this CONTRACT, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, age or national origin. Such actions shall include but are not 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 of training, including apprenticeship.

No qualified disabled applicant for employment, or employee, shall, on the basis of disability be subjected by the Contractor to discrimination in employment under any program or activity that receives or benefits from financial assistance under this CONTRACT. Contractor shall make reasonable accommodation to the known disabilities of an otherwise qualified applicant for employment, or current employee, unless the Contractor can demonstrate to COG that the accommodation would impose an undue hardship on the operation of the PROJECT. Reasonable accommodation shall be as defined in Title 49, Code of Federal Regulations, Part 27.33.

### **XIII. DISADVANTAGED BUSINESS ENTERPRISE**

COG has established a DBE goal of 15% for this contract. The Disadvantaged Business Enterprise (DBE) participation shall be an integral component of the contractor selection procedure for every task order issued under the Contract. COG's DBE Policy may be viewed on its website [www.mwcog.org](http://www.mwcog.org). Therefore, to meet this goal, selected Contractors should be prepared to demonstrate that a portion of the overall percentage of work being performed on a particular task order will be completed by a participating DBE. The task order proposals shall identify any DBE (defined in 49 CFR Part 26) that shall be participating in the project. The proposal 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).

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 between two or more proposals, the proposal with the largest percentage of DBE participation, as measured in dollars, will be awarded the project. DBE points are to be awarded as follows:

#### **DBE PARTICIPATION POINTS:**

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

Please note that the Contractor will be required to track DBE for itself and any subcontractors with each submission of an invoice requesting payment. Additional documents may be required by COG.



#### XIV. LABOR CATEGORY WORKSHEET

Scoring criteria will be based on labor category distribution for fair market value of the labor categories. All rates provided will be the fully loaded hourly rates excluding any other direct cost associated with the project. Scoring will be based on the value to HSEMA/COG, the fairness and reasonableness of the rates, and that proposed staff meet the criteria for the position. The labor rates provided should be used during the task order process to determine prices for proposed tasks.

Position	Qualifications	Education	Key Project Staff	Full Loaded Hourly Rate – 1 <sup>ST</sup> Year	Full Loaded Hourly Rate – 2 <sup>ND</sup> Year
SUBJECT MATTER EXPERT	The Subject Matter Expert provides subject area expertise, guidance and expert technical analyses and advice in specific technical areas to support management, organizational and business decisions for clients. Participates in meetings, task groups, teams, reviews and other environments to assist in collaborative results. Prepares reports, presentations and papers to document findings, opinions and recommendations. Supervises teams in accomplishing tasks and trains subordinate technical staff in the technical aspects of assigned work.	Bachelors degree, Masters degree or equivalent experience/10+ years of related work experience			
PROJECT EXECUTIVE	The Project Executives makes authoritative decisions and recommendations having a significant impact on processes and strategic plans. Negotiates critical and sometimes controversial issues with industry counterparts in other organizations. Displays a high degree of project management expertise and program oversight experience. Individuals at this level exhibit a high degree of creativity, foresight and mature judgment in anticipating and solving unprecedented engineering and planning complexities, determining overall program objectives and requirements, and developing standards for planning activities.	Bachelors degree, Masters degree or equivalent experience/10+ years of related work experience			
PROJECT MANAGER	The Project Manager is responsible for the day-to-day operations of the engagement including contractual/business aspects. The responsibilities of the Project Manager include, but are not limited to, providing assistance to the Project Executive; enforcement of the contract provisions; serving as the primary point of contact for Contract communications; maintaining appropriate staffing levels; implementation of quality assurance and control measures; review of daily activity; review and submittal of invoices; and overall management and oversight of action planning and process improvements.	Bachelors degree, Masters degree or equivalent experience/5-10 years of related work experience			

<p>SENIOR PLANNER/ EXERCISE PLANNER/ TRAINING PLANNER</p>	<p>The Senior Planner applies diversified knowledge of consulting and emergency planning practices to a broad variety of assignments and related fields. Individuals at this level make decisions independently regarding strategic and action planning complexities and methods. At this level, supervision and guidance relate largely to overall project objectives, critical issues, new concepts and policy matters. A supervisor would be consulted concerning unusual problems and developments.</p>	<p>Bachelors degree, post-graduate work or equivalent experience/5+ years of related work experience</p>			
<p>PLANNER/ EXERCISE PLANNER/ TRAINING PLANNER II</p>	<p>The Planner II independently evaluates, selects and applies standard planning, analytical or scientific techniques and procedures. Individuals at this level use judgment to make minor adaptations and modifications to solutions. Individuals must also perform work involving conventional plans, investigations, surveys, structures or equipment with relatively few complex features for which there are few precedents. In addition, the Planner II may be individually responsible for a single phase of a project, thus having oversight and responsibility for its successful management.</p>	<p>Bachelors degree or equivalent industry experience/3-5 years of related work experience</p>			
<p>PLANNER I/ EXERCISE PLANNER/ TRAINING PLANNER I</p>	<p>The Planner I performs standard analytical work requiring the application of standard techniques and procedures. Assignments may include higher-level work for training/development purposes. Supervisor screens for unusual complexities and selects the non-routine procedures to be applied. Individuals at this level receive close supervision on new aspects of assignments.</p>	<p>Bachelors degree or equivalent experience/1-2 years of related work experience</p>			

ANALYTICAL AIDE	The Analytical Aide is an entry-level employee responsible for providing a wide array of routine analytical tasks to Supervisory staff. Examples of analytical support include, but are not limited to, data entry, spreadsheet, database, presentation or graphics modifications and development.	Bachelors degree or equivalent experience.		
ADMINISTRATIVE SPECIALIST	Assistants are responsible for a wide array of administrative duties including, but not limited to, the following: maintaining work product records, project filing, word processing, document proofing, project communications and correspondence, and assisting the Project Manager on miscellaneous administrative and clerical tasks.	Associates degree or equivalent experience/5 years of related work experience		



**ATTACHMENT A**  
**STANDARD TERMS AND CONDITIONS**

**I. Energy Conservation** – 42 U.S.C. 6321 et seq.

The Contractor 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.

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended. The Contractor 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.
2. The Contractor 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)*

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

1. 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.
2. If any funds or 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 (2) herein as 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.*)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction 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 that \$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.]

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_ Signature of Contractor's Authorized Official

\_\_\_\_\_ Name and Title of Contractor's Authorized Official

\_\_\_\_\_ Date

**IV. Access to Records and Reports – 49 U.S.C. 5325**

1. The Contractor 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 Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transactions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three 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 Contractor agrees to maintain same until COG, the applicable state or federal funding agency, the Comptroller General, or any of the their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

**V. Funding Agency Changes**

Contractor 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. Contractor's failure to comply shall constitute a material breach of this contract.

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

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.

1. The Contractor 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 Contractor 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.
2. The Contractor 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**

The Recycled Products requirements apply to all contracts for items designated by the EPA, when COG or the contractor 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.

The Contractor 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 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

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

1. The Contractor 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 Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
2. The Contractor 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 subcontractor who will be subject to its provisions.

**IX. Program Fraud and False or Fraudulent Statements and Related Acts – 31 U.S.C. 3801 et seq.**

1. The Contractor 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 Contractor 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 Contractor 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 Contractor or to the extent the Federal Government deems appropriate.
2. The Contractor 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 Contractor, to the extent the Federal Government deems appropriate.
3. The Contractor 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 subcontractor who will be subject to the provisions.

**X. 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 Contractor 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 Contractor fails to perform in the manner called for in this contract, or if the Contractor fails to comply with any other provisions of the contract, COG may terminate this contract for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contract is in default. The Contractor 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 Contractor had an excusable reason for not performing, such as strike, fire, or flood, events which are beyond the control of the Contractor, COG, after setting up a new delivery of performance schedule, may allow the Contractor 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 Contractor 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 Contractor fails to remedy to COG’s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the 10 working days after receipt by Contractor 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 Contractor. Any such termination for default shall not in any way operate to preclude COG from also pursuing all available remedies against Contractor and its sureties for said breach or default.
- d. In the event COG elects to waive its remedies for any breach by Contractor 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.

**XI. 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

1. **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 Contractor 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 Contractor agrees to comply with applicable Federal implementing regulations.
2. **Equal Employment Opportunity** – The following equal employment opportunity requirements apply to the underlying contract:
  - a. **Race, Color, Creed, National Origin, Sex** – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, the Contractor 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 CFR 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 Contractor 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 Contractor agrees to comply with any implementing requirements the funding federal agency may issue.

- b. **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 Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements the funding federal agency may issue.
  - c. **Disabilities** – In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor 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 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements the funding federal agency may issue.
3. The Contractor 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.

## **XII. Breaches and Dispute Resolution**

**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 Contractor mails or otherwise furnishes a written appeal to the Executive Director or his/her designee. In connection with any such appeal, the Contractor 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 Contractor and the Contractor shall abide the decision.

**Performance During Dispute** – Unless otherwise directed by COG, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

**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.

**Remedies** – Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between COG and the Contractor arising out of or relating to this

agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the District of Columbia.

**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 Contractor 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.

### **XIII. 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; machine forms such as punched cards, magnetic tape, or computer memory printouts; and 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) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

(b) 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 (2)(b)1 and (2)(b)2 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.

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and

2. Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance.

(c) For FTA Assisted Contracts - When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for

which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c) , however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects. (d) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

(e) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

(f) Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.

(g) Unless the federal funding agency determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

(3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor 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

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.

(4) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

**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 Contractor 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 Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher

education, individual), the Purchaser and the Contractor 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 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 Contractor 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.

**XIV. 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.

**XV. 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 year thereafter, shall have any personal interest, direct or indirect, apart from his or her official duties, in this Contract or the proceeds thereof.

**XVI. Interest of the Contractor**

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

**XVII. Allowable Costs**

Only those costs which are consistent with Title 48 Part 31 of the Code of Federal Regulations shall be reimbursed under this Contract.

**XVIII. Covenant Against Contingent Fees**

The Contractor 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 Contractor upon contracts or sales secured or made through a bona fide established commercial or selling agency maintained by the Contractor for the purpose of securing business.

**XIX. Indemnification**

The Contractor, acting as an independent contractor, 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.

**XX. 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 if 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.

**XXI. Assignments**

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

**XXII. DBE Assurances**

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

**XXII. 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.

**XXIII 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, or 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, WebPages, 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 [CONTRACTOR 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 contractor or other party.

**ATTACHMENT B**

**CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS**

The prospective vendor 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 22 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.

Vendor 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 Vendor

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Typed Name & Title of Authorized Representative

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Signature of Authorized Representative

Date