



Metropolitan Washington
Council of Governments

REQUEST FOR PROPOSAL NO. 18-005
Metrorail Station Emergency Response Exercise Series

Rick Konrad, *Purchasing & Contracts Manager*

Email: purchasing@mwkog.org

(cc: rkonrad@mwkog.org)

**Offerors shall submit one (1) electronic copy in PDF or
Word format with their complete response to this RFP to:**

Purchasing & Contracts Manager
c/o Rick Konrad
Metropolitan Washington Council of Governments,
777 North Capitol Street, NE, Suite 300
Washington, DC 20002

Submission Deadline: December 13, 2017

Time: 2:00 PM EST

**REQUEST FOR PROPOSAL
RFP# 18-005**

Date released: November 29, 2017

I. METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS

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

II. REQUIRED SERVICES

Metrorail Station Emergency Response Exercise Series

III. CONTRACTOR QUALIFICATIONS

The selected Contractor must be able to develop specific instruction and scenario based exercise in dealing with an emergency security incident.

Contractor must provide at least three (3), but no more than five (5) references from government agencies that involve projects that are similar in scope (See Exhibit B – Worksheets 1 & 2).

IV. DEFINITIONS USED IN THIS DOCUMENT

COG	The Metropolitan Washington Council of Governments
Contractor	The term used throughout this document to describe the individuals or organizations awarded the contract based on this solicitation.
Contracting Officer	The Executive Director of the Metropolitan Washington Council of Governments
Technical Selection Committee	The Committee established to review the qualifications of contractors offering to provide the requested professional services in this solicitation and recommend the selection of a contractor to the COG Contracting Officer.
Subcontractor	Any subcontractor hired by the contractor.
Offeror	Party of interest submitting a proposal in response to this RFP.
Key Personnel	Staffing submitted in the Offeror's Technical Proposal with subject-matter expertise considered essential to the project.

V. SPECIAL CONDITIONS

The following conditions apply to the Contractor selected:

- A. Federal, state or foreign taxes are not allowable.
- B. Legal fees of any type, are not allowable without prior written approval of COG Contracting Officer.
- C. In the event the project is terminated by administrative action; the Contractor will be paid for work performed to the date of termination.
- D. Any work to be subcontracted to a Subcontractor shall be clearly identified and such Subcontractor shall be approved by COG prior to contract issuance.
- E. The Contractor, acting as an independent contractor, shall defend and hold COG harmless from and shall be solely responsible, where found liable, for the payment of all claims for loss, personal injury, death, property damage, or otherwise, arising out of any act of omission or negligence of its employees or agents in connection with the performance of this work.
- F. In case of failure by 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 all additional costs occasioned thereby.
- G. 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.
- H. It is understood that funding for the ensuing contract is contingent upon COG receiving funds from the sponsoring agency. Should funding from the sponsoring agency be delayed, for any reason, COG shall make a concomitant delay in funding to the Contractor.
- I. Payment will be made to the Contractor within 30 days following the receipt of a correct invoice from the Contractor and approval of the COG Project Manager. Contractor shall submit its final invoice within 30 days after expiration of the contract.
- J. 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 by, and comply with, all the terms, conditions, and requirements contained within this RFP, as well as, Exhibits A, B, and C.

VI. INSTRUCTIONS, CONDITIONS AND NOTICES TO Offeror

- A. COG intends to award a single contract resulting from this solicitation to the responsible Offeror whose qualifications and offerings conform to the requirements of this RFP and are most advantageous to COG and its members.
- B. COG may award a contract based on initial offers received without discussion. Therefore, each initial offer should contain the Offeror's best terms from a price and technical standpoint. COG may communicate with Offerors to clarify, verify or obtain additional information about its past performance or experience.

VII. PROJECT INFORMATION AND SPECIFICATIONS

A. INTRODUCTION

The Office of Emergency Management (OEM) requires a provider to develop and conduct three (3) response exercises testing and/or validating emergency procedures for the Washington Metropolitan Area Transit Authority (WMATA) and jurisdictional first responders utilizing U.S. Department of Homeland Security – Homeland Security Exercise and Evaluation Program (HSEEP) guidance. The Contractor will provide all video/virtual reality production equipment, scripts, props, and any other required equipment/materials for three (3) exercise scenarios. The Contractor will not be responsible for providing venues for the response exercises nor for planning meetings with WMATA.

B. BACKGROUND

OEM's primary function is emergency preparedness. Relevant to this procurement, this function is accomplished by responding to various WMATA emergencies and creating a cohesive atmosphere between first responders and WMATA officials during an emergency incident. OEM fosters emergency preparedness via outreach to other agencies in the region, to include trainings, exercises, classes, planning, coordination with other regional agencies, maintenance, and testing of new concepts and equipment for improved safety. OEM intends to utilize this exercise series to further develop its Training and Exercise Program.

C. DELIVERABLES

- Project Management Plan
- Environmental and historic preservation (EHP) compliance approval
- Two (2) tabletop exercises
- One (1) full-scale exercise
- After-Action Reports and Improvement Plans (AAR/IP)
- Close Out Report

D. CONTRACTOR QUALIFICATIONS

1. Past project management planning experience with WMATA preferred
2. Required Subject-Matter Expertise
 - a. Verified experience developing and delivering tabletop and full-scale exercises for mass transit infrastructure
 - b. Verified experience developing response scenarios for a mass transit infrastructure
 - c. In-depth knowledge of transit operations response and recovery activities as it relates to Emergency Management Accreditation Program (EMAP) and U.S. Department of Homeland Security/Federal Emergency Management Agency (FEMA) guidance for training and exercising of emergency response plans and procedures
 - d. In-depth knowledge of NCR stakeholders and their roles and responsibilities as first responders

E. SCOPE OF WORK

Develop and conduct three (3) multi-jurisdictional exercises.

The Contractor shall develop and conduct two (2) tabletop exercises and one (1) full-scale exercise at a Metrorail station, focusing on the response to a security incident occurring on WMATA property and impacting one or more mode(s) of WMATA transit services. The exercises shall utilize relevant Standard Operations Procedures, General Orders, the Metrorail Emergency Response and Evacuation Plan Rail Specific Annexes and provide regional response support in accordance with jurisdictional plans within the National Capital Region (“NCR”) as defined in HSEEP.

The Contractor shall work with WMATA to complete an EHP screening for the full-scale exercise held at a Metrorail station in accordance with the National Environmental Policy Act (NEPA) and other EHP-related laws and executive orders. The EHP screening must be approved by FEMA before the full-scale exercise can be conducted.

The Contractor shall work on exercise planning committees, and AAR/IP support. The Contractor will work directly with the Passengers Rail Safety Sub-Committee, Regional Emergency Support Functions 4, 5, and 13 – inclusive of transit Rail Operations Control Center and Fire and Rescue functions, as well as the COG Training & Exercise Committee (TEC), to ensure all other relevant RESFs and key stakeholders, such as FBI and transportation agencies such as Amtrak, Virginia Railway Express (VRE), Maryland Area Regional Commuter (MARC), and CSX Railroad, participate as needed.

Tasks include:

1. Identify exercise development task force including participants from regional first responders and internal WMATA departments. Coordinate and conduct a series of meetings for each exercise to include, but not limited to: Initial

Planning Meeting, Midterm Planning Meeting, Final Planning Meeting, After Action Meeting

- a. Develop and print materials for meetings
 - b. Provide facilitator and staffing to conduct meetings
2. Complete EHP screening form and submit to FEMA for review and approval after a full-scale exercise location is determined.
 3. Conduct two (2) tabletop exercises for up to 50 participants each and one (1) full-scale exercise for up to 100 participants
 - a. Create and maintain registration site for attendees
 - b. Develop and print materials for exercises
 - c. Provide facilitators and support staff to conduct both tabletop exercises and the full-scale exercise
 - i. At least one (1) facilitator and two (2) support staff for each tabletop exercises; and
 - ii. At least ten (10) controllers, seven (7) evaluators, and three (3) support staff for the full-scale exercise.
 - d. Procure reasonable refreshments (food/beverages) for attendees (e.g. continental breakfast and bag lunches)
 4. Develop AAR/IPs for each exercise by conducting individual meetings with participating organizations to obtain feedback concerning exercise conduct and best practices
 5. Conduct AAR/IPs Review Meeting for each exercise
 - a. Develop and print materials for meetings
 - b. Provide facilitator and staffing for conduct of the meetings
 6. Develop and print AAR/IPs for each exercise
 7. Prepare Close Out Report - Close Out Report will be developed containing feedback from individual validation sessions to assist with the development of future exercises

Project Management and Planning

1. Develop Project Management Plan for all three (3) exercises to include:
 - a. Purpose
 - b. Project Objectives
 - c. Project Success Criteria
 - d. Project Deliverables and Milestones
 - e. Managerial Process, including Staffing Plan and Work Plan
 - f. Roles and Responsibilities
 - g. Plan Updates process (as required)
 - h. Close-Out process
2. Reports – Complete the following reports using templates and deadlines provided by WMATA:
 - a. Weekly – Status of and work completed on deliverables and meetings held

- b. Monthly – Status of and work completed on deliverables, hours worked by project team on each deliverable, and status of budget compared to proposed budget. Input on this monthly report will also be used for invoicing requirements
 - c. Quarterly – Status of spending and completion of each deliverable included on the grant required project management plan document
 - d. Close-Out – Status of projects, close-out requirements and best practices and lessons learned from the processes used to complete deliverables
3. Meetings – Participate in the following meetings as directed by WMATA
 - a. Weekly (30-60 minutes) – Conference call or meeting with WMATA and associated task order teams on the status of the deliverables and barrier identification
 - b. Monthly (1 hour) – In-Progress Review with WMATA to discuss progress, barriers, and budget issues
 - c. Close-Out (1 hour) – Discussion of deliverables, best practices, and lessons learned
 4. Manage each task in accordance with the processes (inputs, tools and techniques, and outputs) outlined in *A Guide to the Project Management Body of Knowledge (PMBOK Guide)* – Fifth Edition
 5. Quality Assurance/Quality Control (QA/QC) - Institute a comprehensive QA/QC process that ensures that deliverables are:
 - a. Technically sound through a comprehensive technical editing process
 - b. Compliant with Section 508 of the Rehabilitation Act (29 U.S.C. 794d)
 - c. Adhere to the following standards:
 - i. Applicable federal, regional, and District laws
 - ii. EMAP
 - iii. National Incident Management System (NIMS)
 - iv. HSEEP
 - v. NEPA
 - vi. Most recent versions of Comprehensive Planning Guide (CPG) 101, 201, and 301 (Interim)
 - vii. FEMA Operational Planning Manual

Contractor's Responsibilities

1. The Contractor will provide all video/virtual reality production equipment, scripts, props, and any other required equipment/materials for three (3) exercise scenarios. The Contractor will not be responsible for providing venues for the response exercises nor for planning meetings with WMATA.
2. The Contractor shall provide the staffing, organization/reporting structure, and expertise to perform the services required by this RFP, to include designating a Project Manager as Key Personnel.

VIII. PROPOSAL SUBMITTAL REQUIREMENTS

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

- A. **Executive Summary:** This section shall provide the qualifications, professional credentials and experience of the firm, and any proposed subcontractors. Elaborate corporate brochures are discouraged.
- B. **Qualifications of Key Personnel:** This section shall provide the qualifications, professional credentials, and experience of the key personnel proposed for this project, including the designated Project Manager. Qualifications shall be a maximum of ten (10) pages in length, not including standard personnel resumes. Although standard personnel resumes may be included as an exhibit to the proposal, amplification of qualifications specific to this RFP is required in this section. The absence of such contract specific information shall be considered as non-responsive.
- C. **Technical Approach:** An outline of the organization's technical approach. Evaluators are looking for specific descriptions of approaches in training that will meet the goals of the project.
- D. **References:** Offeror will provide a minimum of three (3) and a maximum of five (5) references for projects of a similar scope of work on Exhibit B (Worksheets 1 & 2). Names, titles, addresses, and telephone numbers shall be included for each reference. References shall include work in which key personnel proposed to COG have served. **Offerors shall not include professional references from WMATA and such references will not be considered.**
- E. **Past Grant Project Management Plan (PMP):** Offeror should include a past grant PMP document that includes statement of work, deliverables, milestones, and timeline as Exhibit D. **Labor rates and other pricing details must be excluded or redacted from the PMP submission.**
- F. **Certifications and Disclosures:** The Offeror shall complete the certifications and disclosures found at Exhibit A and Exhibit C of this RFP and submit each as a part of its proposal.
- G. **Price Proposal:** The submission shall include a cost and price analysis, inclusive of a Disadvantaged Business Enterprise (DBE) Participation Plan, as applicable (See Section XI (f) below). Evaluators will review the overall price of the proposal and points will be awarded using a standardized pricing model based on cost and best value. Note: Hourly rates should not include any mobilization or travel costs. Travel costs should be separately itemized in the quotation.

Price Proposals for this RFP shall not exceed \$266,667. Proposal submissions exceeding this budget will be deemed non-responsive and the Offeror's proposal will be disqualified.

Proposals must be submitted in two (2) separate files. The first file will contain the Executive Summary, Qualifications of Key Personnel, Technical Approach, References, Past Grant PMP, and Certifications and Disclosures. The second file will contain the Price Proposal and the DBE Participation Plan, if any.

IX. QUESTIONS

Technical questions concerning the RFP must be submitted in writing to the attention of Rick Konrad, COG Contracts and Purchasing, at purchasing@mwkog.org, with a courtesy copy to rkonrad@mwkog.org, no later than **2:00 PM EST on Monday, December 4, 2017**. No questions will be accepted after the cut-off date.

Procedural or administrative questions must be submitted in writing to Rick Konrad at purchasing@mwkog.org (cc: rkonrad@mwkog.org).

All technical and procedural/administrative questions will be answered and posted on COG's website as an addendum to this RFP no later than **2:00 PM EST on Friday, December 8, 2017**. See www.mwkog.org/purchasing-and-bids/cog-bids-and-rfps/.

X. SUBMISSION DATE AND CONTACT

Proposals shall be received by COG no later than **2:00 PM EST, Wednesday, December 13, 2017**.

Offerors shall submit via email one (1) electronic copy to purchasing@mwkog.org, with a copy to rkonrad@mwkog.org.

Please place the RFP number on the subject line of your submission.
Qualifications may not be submitted via fax.

COG will also accept hand-delivered or mailed submissions in CD or USB form. Mailed submissions shall be addressed to:

**Rick Konrad
Contracts and Purchasing
Metropolitan Washington Council of Governments
777 North Capitol Street, N.E., Suite 300
Washington, D.C. 20002-4290**

XI. LATE PROPOSALS

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

XII. METHOD OF PROPOSAL EVALUATION AND SCORING

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

Factor	Points
Demonstrated knowledge and experience with the organization <i>and</i> coordination of specialized transportation for persons with disabilities in response exercises	20
Technical approach engages multi-agency planning team <i>and</i> demonstrates understanding of the project to a level that will ensure delivery of specific, measurable, and realistic planning and training objectives	20
Demonstrated experience with facilitating security related exercises at WMATA facilities and associated infrastructure	20
Availability of proposed key personnel	10
Proposal is free from grammatical/spelling errors	5
Cost and Price Analysis	10
DBE Participation	15
Total Points	100

E. Contractor Selection

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

F. DISADVANTAGED BUSINESS ENTERPRISE

DBE participation shall be an integral component of the consultant selection procedure for this RFP. COG's DBE Policy may be viewed on its website www.mwcog.org. Offerors shall submit with their proposals a DBE Participation Plan that identifies any DBE (defined in 49 CFR Part 26) that shall be participating in the Project. The plan shall include the name and address of the firm, a copy of the firm's current DBE Certification from any federal, state or local government agency that certifies DBE ownership (please note only **DBE** certifications will be accepted by COG for this purpose).

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 contract. DBE points are to be awarded as follows:

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

See next page for sample DBE Participation Plan

SAMPLE DBE PARTCIPATION PLAN

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

EXHIBIT A**STANDARD TERMS AND CONDITIONS****1. 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.

2. Clean Water Requirements. 33 U.S.C. § 1251 *et seq.*

a. 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.

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

3. 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:

a. 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.

b. 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.*)]

c. 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, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Contractors 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 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.]

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. § 3801 *et seq.* apply to this certification and disclosure, if any.

_____ Signature of CONTRACTOR Authorized Official

_____ Name and Title of CONTRACTOR Authorized Official

_____ Date

4. Access to Records and Reports. 49 U.S.C. § 5325

a. 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.

b. 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.

c. The CONTRACTOR 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 CONTRACTOR 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.

5. Funding Agency Changes.

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

6. 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.

a. 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.

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

7. 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 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.

8. No Government Obligation to Third Parties.

a. 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 person (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

b. 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 CONTRACTOR that will be subject to its provisions.

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

a. 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.

b. 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.

c. 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 CONTRACTOR who will be subject to the provisions.

10. **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 ten (10) working days after receipt by the 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 the CONTRACTOR. Any such termination for default shall not in any way operate to preclude COG from also pursuing all available remedies against the CONTRACTOR and its sureties for said breach or default.

d. In the event COG elects to waive its remedies for any breach by the 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.

11. 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 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.

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

i. **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 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 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 apprenticeship. In addition, the CONTRACTOR agrees to comply with any implementing requirements the funding federal agency may issue.

ii. **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.

iii. **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 C.F.R. 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.

c. 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.

12. 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 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.

b. **Performance During Dispute.** Unless otherwise directed by COG, the CONTRACTOR 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 CONTRACTOR 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 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.

13. Patent and Rights in Data.

a. **Rights in Data.** The following requirements apply to each contract involving experimental, developmental or research work:

i. 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 (thumbsticks/thumbdrives) 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.

ii. 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 (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 the CONTRACTOR using federal assistance.

b. **Patent Rights.** The following requirements apply to each contract involving experimental, developmental, or research work:

i. 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 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.

ii. Unless the Federal Government later makes a contrary determination in writing, irrespective of the CONTRACTOR 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 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.

iii. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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 (i) when necessary to fulfill COG's information-gathering and data collection responsibilities, or (ii) 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:

i. 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.

ii. The party(ies) working with COG shall demonstrate adherence to a federal or applicable state standard for protecting confidential or personal information.

iii. 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.

iv. 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.

v. 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.

vi. 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.

vii. 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].

viii. 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.

24. 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 CONTRACTOR, COG's policies and procedures shall govern every aspect of the CONTRACTOR 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 CONTRACTOR and potential CONTRACTOR will be provided with a copy of such policies and procedures, on request.

25. 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.

26. 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.

27. Additional Requirements.

In addition to the terms and conditions expressly referenced in this Contract, the CONTRACTOR 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.

28. DBE Assurance.

The CONTRACTOR or _____ 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 C.F.R. 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 such other remedy as the COG deems appropriate.

29. Audits.

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

30. FFATA Reporting.

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.

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:

- The entity's information;
- Description and/or title of the sub-award (including NAICS code or CFDA number);
- Date and amount of award;
- Location of the entity receiving the award and the primary location of performance under the award, including the city, state, congressional district, and country;
- Active and current SAM unique identifier;
- DUNS number;

- Names and total compensation of the five (5) highest paid officers/executives of the sub-recipient if all three criteria are met:

(1) Federal awards make up 80% or more of the CONTRACTOR's annual gross revenues; and

(2) the CONTRACTOR's annual gross revenue from federal awards is \$25 million or more; and

(3) the CONTRACTOR'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.)

31. 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:

a. Terms and conditions of any grant that provides funding for this Contract, in whole or in part;

b. Terms and conditions set forth or referenced within this Contract;

c. Terms and conditions and representations set forth or referenced within Attachments A and B to this Contract;

d. Terms, conditions, specifications, and requirements set forth within any solicitation (e.g., RFP or IFB) pursuant to which this Contract was awarded;

e. Offers, representations, promises, terms and conditions set forth with the bid or proposal submitted in response to any solicitation (e.g., RFP or IFB) pursuant to which this Contract was awarded.

EXHIBIT B

CONTRACTOR RESUME

WORKSHEET 1

CURRENT OR RECENTLY COMPLETED PROJECTS WITHIN THE PAST FIVE YEARS

OFFEROR: _____

Below create a list of at least three (3) and a maximum of five (5) current or recently completed projects that are similar in magnitude and scope to that described in this solicitation. Offerors shall not include professional references from WMATA and such references will not be considered.

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

EXHIBIT B**CONTRACTOR RESUME****WORKSHEET 2****CONTRACT REFERENCES**

OFFEROR: _____

PROVIDE A MINIMUM OF THREE (3) AND A MAXIMUM OF FIVE (5) REFERENCES FROM CUSTOMERS THAT ARE CAPABLE OF DISCUSSING YOUR COMPANY'S ABILITY TO PERFORM CONTRACTS OF COMPARABLE SIZE AND SCOPE. It is imperative that accurate contact names and phone numbers be given for the projects listed. All references should include a contact person who can comment on the company's ability to perform the services required under this contract. The company should insure that telephone numbers and contact names given are up-to-date and accurate. Offerors shall not include professional references from WMATA and such references will not be considered.

Reference Number 1

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

3. Phone Number of POC: _____
4. Approximate Value of Contract: _____
5. Duration of Contract: _____
6. Description of Services Provided: _____

Reference Number 2

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

3. Phone Number of POC: _____
4. Approximate Value of Contract: _____
5. Duration of Contract: _____
6. Description of Services Provided: _____

Reference Number 3

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

3. Phone Number of POC: _____
4. Approximate Value of Contract: _____
5. Duration of Contract: _____
6. Description of Services Provided: _____

Reference Number 4

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

3. Phone Number of POC: _____
4. Approximate Value of Contract: _____
5. Duration of Contract: _____
6. Description of Services Provided: _____

Reference Number 5

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

3. Phone Number of POC: _____
4. Approximate Value of Contract: _____
5. Duration of Contract: _____
6. Description of Services Provided: _____

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

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

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

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

Typed Name of Offeror

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

Date

EXHIBIT D

PAST GRANT PMP