



REQUEST FOR PROPOSAL
NO. 19-006

**OUTSOURCING SERVICES AND
TEMPORARY STAFFING AGENCIES**

Proposers shall submit one (1) original and three (3) written copies and one (1) electronic copy on a thumb drive or CD of their Proposal to:

Contracts and Purchasing Office
c/o Mr. Rick Konrad
Metropolitan Washington Council of Governments,
777 North Capitol Street, NE, Suite 300
Washington, DC 20002

Or

Electronic submissions are available to be submitted only at COG's "lockbox" at the following location:

<https://mwcog.net/main/sollist.php?g=002&l=U&a=MWCOG>

Response Deadline: February 19, 2019
Time: 2:00 PM EDT

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**METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS
REQUEST FOR PROPOSAL
#19-006**

JANUARY 15, 2019

OUTSOURCING SERVICES AND TEMPORARY STAFFING AGENCIES

I. METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS

The Metropolitan Washington Council of Governments (COG) is the regional organization of the Washington area's 24 major local governments and their governing officials, plus area members of the Maryland and Virginia legislatures and the U.S. Senate and House of Representatives.

COG provides a focus for action on issues of regional concern such as comprehensive transportation planning, air and water quality management, environmental monitoring, tracking economic development and population growth and their effects on the region, coordinating public safety programs, and promoting child care and housing for the region. COG is supported by financial contributions from its participating local governments, federal and state government grants and contracts, and through grants and contracts from foundations and the private sector.

II. PROJECT

The Office of Human Resources Management (OHRM) of the Metropolitan Washington Council of Governments (COG) invites qualified outsourcing and temporary staffing agencies to be a part of COG's authorized Master Contract of Staffing Agencies servicing COG-wide temporary staffing needs. Specific Services may also be outsourced as needed.

Based on qualifications, experience servicing similar organizations, cost and DBE points, OHRM will select temporary staffing agencies and outsourcing service providers to be a part of this COG Master Contract for temporary services for the period of **March 1, 2019 to June 30, 2020**, with an option to renew this contract on a fiscal yearly basis that starts July 1, 2020.

This contract may also be used by COG's member jurisdictions comprised of local governments in Washington, DC, Northern Virginia and Maryland (see Attachment C Rider Clause).

COG reserves the right to add Staffing Agencies to the resulting Master Contract based on their submission of qualifications for this RFP for the duration of this resulting contract.

COG may issue a Work Order requesting pricing from multiple qualified firms to fill temporary positions under this contract.

III SCOPE OF SERVICES

- A. All COG departmental temporary worker needs shall first be submitted to and approved by OHRM. Once the request is approved, OHRM Temporary Staffing Coordinator will contact the authorized staffing agency(s) whose temporary work candidate, cost requirements, and whose job category specialty is best suited for a particular temporary staffing vacancy.
- B. A Request for Temporary Staffing with detailed information on the scope of work and the schedule for the desired temporary worker shall be emailed by OHRM to the Temporary Staffing Agency(s).
- C. The Staffing Agency(s) shall notify OHRM preferably within one business day, and not to exceed two business days if it is able to provide the requested temporary worker.
- D. Multiple candidates can be provided by the same agency.
- E. The Staffing Agency(s) shall maintain trained staff to provide support services to their temporary employees.
- F. The Staffing Agency(s) shall provide acceptable qualified and skilled temporary workers to COG.
- G. The Staffing Agency(s) shall provide its replacement policy for replacing unacceptable temporary workers with its proposal.
- H. The Staffing Agency(s) shall provide replacement worker(s) candidates within two (2) working days after notification from COG or when the Staffing Agency(s) has determined a replacement is necessary.
- I. The Staffing Agency(s) shall maintain or hire sufficient temporary workers available to the service area and job classifications.
- J. The Staffing Agency(s) shall screen and interview temporary workers to identify skills, experience and availability to work at COG prior to responding to the OHRM Request.
- K. Before assigning a temporary worker to COG, the Staffing Agency(s) shall provide testing for skills and knowledge such as typing test, computer-based skills test and other job-related assessments.
- L. The Staffing Agency(s) shall warrant and represent that its work under this Contract and that of its temporary workers shall be of professional quality and shall be performed consistent with generally accepted industry standards for the respective position.

IV. DEFINITIONS

| | |
|----------------------------------|---|
| COG | The Metropolitan Washington Council of Governments. |
| Consultant/ Contractor | The term used throughout this document to describe the individual(s) or entities(s) awarded the Contract based on this solicitation. |
| Contracting Officer | The Executive Director of the Metropolitan Washington Council of Governments or his designee. |
| Technical Selection Committee | The Committee established to review the Proposals received under this solicitation and recommend selection of contractor(s) to the COG Contracting Officer. |
| OHRM | Office of Human Resources Management. |
| Subcontractor | Any subcontractor hired by the Contractor. |

V. GENERAL CONDITIONS**A. Subcontracting**

Sub-contracting is not allowed unless the Staffing Agency(s) receive prior approval from COG OHRM.

B. Contract Monitoring

1. COG has the right to review the work being performed by the Staffing Agency(s) under this Contract. Review, checking, approval, or other actions by the COG will not relieve the Staffing Agency(s) of the responsibility for the quality of the services to be provided in the Contract.
2. Staffing Agency will warrant that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Staffing Agency(s) to solicit or secure this Contract; and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or other consideration contingent on the making of this Contract.
3. For breach or violation of this warranty, COG may terminate this Contract without any liability whatsoever, including for any services rendered but not yet paid for by COG or deduct from the Contract price or consideration or otherwise recover the full amount of such unauthorized fee, commission, percentage, brokerage fee, gift, or contingency.

C. Account Representation

1. The scope of this Contract is such that it is possible that several Work Orders will be processed (i.e. temporary workers) at any one time.
2. The Staffing Agency(s) shall have sufficient trained temporary workers available to handle requests in a timely manner as required in this solicitation.

D. Purchasing Elsewhere

COG reserves the right to competitively procure temporary services elsewhere if:

1. The job classification for temporary workers is not specified in this RFP.
2. The OHRM determines that the temporary workers available under this Contract may not meet a special requirement.

E. Labor and Wage Requirements

1. The Staffing Agency(s) shall be responsible for the payment of all salaries, wages, bonuses, Social Security, Worker's Compensation, taxes, Federal and State Unemployment Insurance, and all taxes relating to the personnel furnished under this Contract. The Staffing Agency(s) shall be responsible for withholding State and Federal Income Taxes as well as F.I.C.A. Taxes and shall comply with all other laws relating to employees, such as wage and hour laws, safety and health requirements, benefits, and collective bargaining laws.
2. The Staffing Agency(s) shall comply with the Immigration Reform and Control Act of 1986 (IRCA), which requires all individuals hired after November 6, 1986, to provide their employers with proof of citizenship or authorization to work in the United States. The Staffing Agency(s), not COG, are the "employers" of their temporary workers and as such shall be responsible for compliance with this law.

3. Minimum Wages

- a. In the absence of a minimum wage schedule attachment for the Contract, the Staffing Agency(s) shall pay their temporary workers performing the work under this Contract not less than the minimum wage set by the U.S. Department of Labor or by the District of Columbia wage and hour regulations (whichever is higher) for the applicable job classification in effect at the time of work performance. The Proposer shall state on the RFP Response Form the billable rate to COG and shall include the hourly rate to be paid to the temporary worker.

- b. Temporary workers furnished by the Staffing Agency(s) shall not be entitled to participate in any plans or benefits offered to COG employees.

4. Hourly Bill Rate

- a. The Staffing Agency(s) shall submit an hourly rate for each job classification proposed based on a 40-hour work week. The hourly rates shall remain firm for 12 months and shall include all costs.
- b. The hourly rate specified for the purpose of this RFP shall be the bill rate to be paid to the Staffing Agency(s) and shall include the hourly rate paid to the temporary worker.
- c. No increase in rates shall be permitted during the temporary worker's assignment. No change in rates shall be permitted as a result of extending an assignment.
- d. The only time a rate may change during an assignment is if the responsibilities assigned to the position have been changed such that a different job classification, as specified in the RFP, is more appropriate for the assignment. Such a change is only acceptable if OHRM has also approved the job classification change.
- e. Other rate adjustments to this Contract may be requested once a year at the time of renewal only (See Section VI.G).

5. Overtime & Bonuses

- a. The District of Columbia and Federal law require overtime to be paid for any hours in excess of 40 hours per week.
- b. Payment for any overtime hours worked by temporary workers without prior COG's hiring Department approval shall be the responsibility of the Staffing Agency(s). COG will not provide compensation for temporary workers used in violation of this provision.
- c. Time and one-half the regular hourly rate shall be paid for hours in excess of 40 hours per week in accordance with the FLSA.
- d. Any overtime shall be approved by the COG supervisor/manager, including working through lunch, etc.
- e. COG is not responsible for bonuses or other payment enhancements for the temporary workers.

VI. GENERAL SPECIFICATIONS

A. Qualifications of the Staffing Agency(s) for Temporary Workers

1. The job specifications used to describe the work to be performed by the temporary worker designate an acceptable minimum level of requirements for the temporary personnel.
2. COG reserves the right to make periodic adjustments to the job descriptions, including adding to special requirements, licenses, and certifications as necessary. Should those changes be substantial, COG will consider a change in the hourly rates.
3. COG reserves the right to add additional job descriptions and positions to satisfy the requirements of organization due to special or superior skills. The hourly rate(s) shall be agreed to by the Contracts and Purchasing Manager, the OHRM, and the COG department.
4. COG will require an interview process for many temporary staffing candidates.
5. Resumes
 - a. Resumes or equivalent documents may be required for temporary personnel positions before the date of the interview and shall be provided to the COG department and OHRM. This requirement shall be determined by the COG department requesting the temporary position.
6. Testing and Training Skills & Orientation
 - a. Temporary workers provided by the Staffing Agency(s) shall have the necessary skills to meet the job requirements.
 - b. The Staffing Agency(s) shall be responsible for worker conduct at COG and shall provide an orientation program, including a handout to introduce the temporary workers to COG's workplace, at the Staffing Agency's expense in order to ensure that such conduct is appropriate.
 - c. The orientation program shall include information regarding worker conduct at COG, appropriate dress code, and respective expectations of COG and the Staffing Agency(s).
 - d. Training/orientation shall contain, but not be limited to, such policies as Non-discrimination/Harassment, Sexual Harassment Prevention, Americans with Disabilities Act, Ethics, and Drug Free Workplace.
 - e. The temporary workers shall acknowledge that they shall not smoke in the COG offices/vehicles.

- f. The temporary workers shall abide by COG's policies, and sign and acknowledge that they will do so, as well as, the confidentiality agreement for positions involving sensitive functions or otherwise obtaining confidential information (See sample Attachment F).
- g. The Staffing Agency(s) shall keep on file copies of said documents for a minimum of three (3) years or as may be required by law.
- h. The Staffing Agency(s) shall provide copies of said documents to COG within 48 hours (or two business days) after requested from COG.

7. Background Checks/Investigations

- a. The Staffing Agencies that will be included in COG's pool of authorized Staffing Agencies must certify that they conduct comprehensive references and background checks and more in-depth background checks are conducted on sensitive positions such as human resources, accounting and other job classifications handling confidential/sensitive data.
- b. At a minimum, a criminal records check, education, and employment records checks shall be conducted for all temporary personnel assigned to sensitive positions at COG or as otherwise requested by COG. The expense for this minimal background investigation shall be included in the Proposers' position hourly rates.
- c. Some assignments of temporary workers to sensitive positions, such as accounting or those whose length of assignment is beyond one month, may require a more in-depth background investigation. These more extensive background investigations will be requested by COG and any costs associated with these more in-depth background investigations shall be included on the RFP Response Form as a separate line item.
- d. COG reserves the right to do its own background check(s) if it deems it necessary.

8. Identification Badges, Uniforms and Dress Code

- a. COG will provide one identification badge for each temporary worker. The badge shall be returned to COG OHRM immediately upon termination of the work.
- b. The Staffing Agency(s) shall ensure that temporary workers have turned in all COG-issued property upon termination of the work.
- c. The Staffing Agency(s) shall ensure that workers are properly attired for the position.

B. Work Order Request

1. The Staffing Agency(s) shall only fill requests that are described in this RFP, Contract or any amendments to the Contract that have been approved by COG. Any new positions shall be approved by OHRM and the Contracts and Purchasing Manager.
2. If a COG agency requests the Staffing Agency to provide a temporary worker not listed on the Contract, OHRM and Purchasing shall be notified so the COG's need may be addressed.
3. The Staffing Agency(s) shall be responsible for monitoring the worked hours and ensuring they are not exceeded without prior authorization by COG.
4. Unsatisfactory Temporary Workers
 - a. The Staffing Agency(s) shall waive all charges for temporary workers who report to work and are deemed unsatisfactory within the first four (4) hours.
 - b. A temporary worker may not be reassigned by the Staffing Agency(s) or perform work for another COG Department without prior approval from OHRM.
 - c. Repeated failure to provide qualified temporary workers in a timely manner or other unsatisfactory performance will be cause to terminate the Contract.
5. Customer Satisfaction

Customer satisfaction is an important part of this Contract. The Staffing Agency(s) shall monitor and report to OHRM any problems that may arise.

C. Working Hours and Conditions

1. COG's hiring Department will specify the time for the temporary worker's arrival and departure from the workstation.
2. Temporary workers shall not be paid for time spent applying and testing/interviewing for COG jobs or for any other time not actually spent in productive work for COG.
3. Temporary workers shall receive one 15-minute break per each four (4) hour work period and a one-hour lunch period.
4. Work assignments shall vary depending on the need of the applicable department, and work may include weekends or after regular COG hours.

5. In the event a temporary worker is requested initially to work a full shift and is released before four (4) hours, due to circumstances other than quality of work performance, COG shall be billed for four (4) hours.
6. The Staffing Agency(s) shall be responsible for abiding by all labor and EEO laws. Payment for any hours worked in violation of the labor laws will be the sole responsibility of the Staffing Agency(s). COG will not provide compensation to the Staffing Agency for temporary help used in violation of the labor laws.
7. Work shall be performed at 777 North Capitol Street, NE, Washington, DC 20002, or other work locations in cases of special meetings or COG events. Working hours are usually 9:00 a.m. to 5:00 p.m., Monday through Friday. The normal working hours per week are 40. Sometimes the working hours/temporary staffing schedule may be different from the above.
8. Temporary workers shall sign in and out each workday and shall follow the standard operating procedures of the COG Department for which they are employed.
9. Temporary workers may not exceed eight (8) hours a day or 40 hours per week, unless approved by the COG hiring Department.
10. The COG hiring Department will specify a time for the temporary worker's arrival at the job location. Time shall start upon the temporary worker's arrival at the job location and shall end upon leaving the job location.

D. Transportation and Parking

1. Metro is a few blocks away from COG. Temporary workers are encouraged to use public transportation. If this is not possible, parking is available on a limited basis subject to availability of the building's North Capitol Garage.
2. The Staffing Agency(s) and their temporary workers shall be responsible for providing transportation as necessary to and from the specified COG job locations.
3. COG is not responsible for any basic transportation or parking expenses. No additional charges for transportation or out of pocket expense shall be charged to COG unless approved by the COG hiring Department.

E. Hiring of Staffing Agency(s) s for Temporary Workers

1. The Staffing Agency must state its policy on hiring temporary staffing as permanent employee as part of its proposal. This includes all fees, percentages and timeframes for hiring a temporary staff person as a full-time employee.

2. If COG hires any of Staffing Agency(s) temporary workers as its own employees, the Staffing Agency(s) shall waive any rights to any penalty or fee that the Staffing Agency(s) might seek because of the hiring action under the following two (2) circumstances:
 - a. The temporary worker is hired by COG after being on the assignment with COG for a period of time agreed upon within the Contract.
 - b. The temporary worker subsequently applies for and is hired using COG's normal recruitment procedure. No temporary worker shall be hired to a regular position at COG without competing for a current vacancy.

F. Invoicing

1. Invoices shall be submitted timely and in duplicate to the COG department utilizing the temporary services. Invoices shall be payable within 30 days of receipt by the COG Accounting Department. Charges for late payment of invoices are prohibited.
2. All invoices shall show the breakdown of hours actually worked for each individual temporary worker, the week beginning and ending, the job classification, the hourly rate and its extension, the COG department to which the services are being provided, the person requesting the services, and the complete name of the temporary worker.
3. Invoices shall include signed copies of time cards, which shall be legible and properly approved by the COG department head.
4. Reimbursement for Improper Charges, etc.
 - a. The Staffing Agency(s) shall reimburse COG for any improper charges, which may result from fraudulent time cards prepared by the temporary worker, which are discovered within one (1) year of payment by COG.
 - b. Improper charges shall include, but is not limited to, unauthorized long-distance calls, incorrect time cards, improper rate charges, etc.

G. Price Adjustments

1. All prices offered herein, including temporary staff to permanent employee, shall be firm against any adjustment for the entire contract period ending June 30, 2020. Thereafter, prices shall be firm for one (1) year from the effective date of the Contract renewal.
2. Prior to commencement of subsequent renewal terms, COG will entertain a request for price adjustments up to the Consumer Price Index in place exactly 60 days prior to the renewal date. The Staffing Agency(s) shall request all price adjustments in writing at least 60 days prior to the renewal date.

3. For purposes of this Section, "Consumer Price Index" shall mean the Consumer Price Index-All Urban Consumers-Washington-Baltimore, DC-MD-VA-WV-All Items, Not Seasonally Adjusted (CPI-U), as published by the United States Department of Labor, Bureau of Labor Statistics.
4. COG reserves the right to accept, reject, or modify the request for a price adjustment. If COG approves a price adjustment, the price shall remain firm for the renewal term for which it was requested.

H. Annual Reports

1. The Staffing Agency(s) may be asked to furnish COG OHRM with an annual summary to reflect the following information for each COG department.
2. The reports shall be submitted to OHRM no later than 30 days following each fiscal year.

COG Department name

Temporary worker's name

- Job classification
- Dates worked (week ending)
- Bill rate
- Number of hours worked
- Overtime hours worked (if any)
- Total dollar volume billed for each department
- Grand total dollar volume billed annually

3. COG may also request quarterly reports to demonstrate Contract performance, as well as other reports upon occasion of information such as an updated list of current temporary workers working for COG and position information.
4. The Staffing Agency(s) shall provide the additional requested information within a reasonable amount of time not to exceed 30 days.

I. Document Retention

The Staffing Agency(s) shall maintain and retain all records and other documents relating to this Contract for a period of three (3) years from the date of final payment under the Contract or any applicable statute of limitations, whichever is longer and will make the documents available for inspection and audit by authorized COG representatives, including the Contracts and Purchasing Manager or designee, at all reasonable times.

J. Successful Staffing Agency's Performance

Customer satisfaction is an important part of this Contract. The Staffing Agency(s) shall monitor and report on the overall Contract of any problems that may arise to OHRM.

K. Proposer Requirements

Proposers shall meet the requirements below in order to be considered for an award of this Contract. Proposers shall submit this information along with their RFP response. Failure to include the required documents or an incomplete documentation may be cause for rejection of the Proposal.

1. Business Experience

The Proposer shall have been in the business of providing temporary worker services for a period of five (5) years or more to be considered. Proof may be required. In the case of newly opened offices of franchises, the number of years in service of the franchise might be the determining factor.

2. Branch Office Location Requirement

- a. The Proposer shall have at least one (1) branch office located within a 20-mile radius of Washington, D.C. or otherwise demonstrate in its proposal to the satisfaction of COG that Proposer is able to respond to the requirements in this RFP regarding the urgency of temporary staffing and familiarity with the National Capital Region in order to service COG in providing sufficient temporary workers to fill order requests.
- b. Proposer shall state location and hours of the branch office meeting the 20-mile radius requirement and all other applicable offices (see Section VII.M.3).

3. References

- a. The Proposer shall have at least three (3) professional letter of references that confirm successful performance of contracts similar in nature and volume to this RFP within the past three (3) years in order to assess the background, experience, and stability of the firm. No more than one reference shall be from the same contract.
- b. Proposer shall supply a minimum of three (3) large commercial firms or government agencies who shall attest to the Proposer's ability to successfully provide the services and skills requested (**see Attachment D**).
- c. References shall be current (or within the last three (3) years) and identify clients for whom similar services and skills have been provided. The name of each referenced firm, a description of the services provided, the term of the contract, the estimated yearly dollar value, a person to

contact from the firm, and a current contact telephone number is required with RFP Response.

4. Primary Contact Information

The Proposer shall assign at least one (1) contact person to be responsible for the Contract. This contact person and the contact information shall be provided in the RFP Response.

5. Insurance and Bonding

a. The Contractor shall secure, and shall require that subcontractor's secure, pay the premiums for and keep in force until the expiration of this contract, and any renewal thereof, adequate insurance as provided below, such insurance to specifically include liability assumed by the Contractor under this Contract inclusive of the requirements in the solicitation documents:

i. Commercial General Liability Insurance including all extensions

- Not less than \$1,000,000 each occurrence
- Not less than \$1,000,000 personal injury
- Not less than \$2,000,000 general aggregate
- Not less than \$500,000 property damage

ii. Worker's compensation per statutory requirements.

iii. Fiduciary Bonding of Workers with access to financial information.

iv. Professional liability insurance in an amount not less than \$1,000,000.

b. All policies for liability protection, bodily injury or property damage and fiduciary bonding must specifically name on its face COG as an additional insured as respect to operations under the contract and premises occupied by the Contractor.

However, with respect to the Contractor's liability for bodily injury or property damages above, such insurance shall cover and not exclude Contractor's liability for injury to the property of COG and to the persons or property of employees, agents, officers, invitees or guests of COG.

c. Notices of policy changes shall be furnished to the Contracts and Purchasing Manager at least thirty (30) days in advance.

d. All required insurance coverages must be acquired from insurers allowed to do business in the District of Columbia.

- e. The insurers must have a policyholder's rating of "A-" or better.
- f. Performance Bond and Payment Bond, is required as guaranty of the faithful performance of the work and for the protection of the claimants for labor and material, each in the full amount of the projected Contract price for the temporary employee, executed by a surety company or surety companies authorized to execute surety bonds under and in accordance with the laws of the District of Columbia.
- g. The Proposer shall provide a general Certificate of Insurance (Accord Form preferred) with their proposal demonstrating their coverages.

6. Questionnaire Section

Proposer shall answer all questions on the enclosed questionnaire and submit with their Proposal regarding their businesses in order to be considered for an award. Failure to provide this information may result in rejection of the RFP Response.

L. RATES (*Fill Out RFP Form in Section XI*)

1. RATES – In Section XV please provide your rates (salary ranges – Minimum/Maximum) with types of backgrounds and work tasks normally performed by responding Staffing Agencies. Under each group, *please indicate if a particular area is your specialty.*

GROUP A

1. Receptionist
2. Administrative Assistant
3. HR Assistant
4. Accounting Assistant
5. Administrative Coordinator

GROUP B

1. Accountant
2. Financial/Grants Analyst
3. Budget Analyst
4. HR Analyst
5. Public Affairs Professional
6. Writer/Media
7. Help Desk Technician
8. IT junior support
9. Network Systems Administrator

GROUP C

1. Environmental Consultants
2. Transportation Consultants
3. Homeland Security Consultants
4. Public Safety Consultants

5. Community Development

GROUP D - OTHERS:

Please list other outsourcing services that your firm provides along with minimum and maximum rates. Indicate in your proposal which of the following positions you could assist in filling.

a. Environmental

- 1) Administrative Support
 - a) Administrative Assistant (With basic skills and knowledge of associated software programs - limited experience [0-2 years] - college degree [2-year] desired).
 - b) Administrative Assistant (With advanced skills and knowledge of associated software programs - mid-level experience [3-5 years] - college degree [2-year] desired).
 - c) Administrative Assistant (With extensive experience and knowledge of associated software programs (more than 5 years) - college degree [4-year] desired).
- 2) Environmental education experience. Experience working with students – classroom and small group. Mid-level experience minimum.

Please provide a list of positions that your Staffing Agency can fill in other Environmental roles.

b. Finance

- 1) Governmental financial accounting
- 2) Budget analyst (See above – Group B, Item 3)
- 3) Accounts payable
- 4) Payroll
- 5) General administrative (scanning, filing)
- 6) Billing using Deltek Costpoint
- 7) Government procurement specialist

c. Homeland Security and Public Safety –

- 1) Emergency Management – Prevention, Mitigation, Preparedness, Response, and Recovery - specify specific area(s).
 - a) Emergency Management Planner (Limited experience [0-2 years], college degree [4-year] desired).
 - b) Emergency Management Planner (Mid-level experience [3-5 years] – advanced college degree desired).
 - c) Emergency Management Planner (Extensive experience [more than 5 years] - advanced college degree in emergency management / associated area desired).
- 2) Fire Service
 - a) Fire Service Planner (Limited experience [0-2 years] - college degree [4-year] desire).

- b) Fire Service Planner (Mid-level experience [3-5 years] - advanced college degree desired).
 - c) Fire Service Planner (Extensive experience [more than 5 years] - advanced college degree in fire science/associated area desired).
- 3) Emergency Medical Service (EMS)
- a) EMS Planner (Limited experience [0-2 years] - college degree [4-year] desired).
 - b) EMS Planner (Mid-level experience [3-5 years] - advanced college degree desired).
 - c) EMS Service Planner (Extensive experience [more than 5 years] - advanced college degree in EMS/associated area desired).
- 4) Law Enforcement to Include Fusion Centers, Intelligence, Threat Assessments, etc – specify specific area(s)
- a) Police Planner (Limited experience [0-2 years] - college degree [4-year] desired).
 - b) Police Planner (Mid-level experience [3-5 years] - advanced college degree desired).
 - c) Police Planner (Extensive experience [more than 5 years] - advanced college degree in law enforcement/associated area desired).
- 5) Specialty Areas – Communications, IT, Logistics, Cyber Security, Event Planning, Health, External Affairs, Volunteers and Donations Management, Critical Infrastructure Protection (CIP), etc
- a) Specific Specialty Area(s) (Limited experience in specialty area [0-2 years] - college degree [4-year] desired).
 - b) Specific Specialty Area(s) (Mid-level experience in specialty area [3-5 years] - advanced college degree desired).
 - c) Specific Specialty Area(s) (Extensive experience in specialty area [more than 5 years] - advanced college degree in specialty area/associated area desired).
- 6) Administrative Support
- a) Administrative Assistant (With basic skills and knowledge of associated software programs - limited experience [0-2 years] - college degree [2-year] desired).
 - b) Administrative Assistant (With advanced skills and knowledge of associated software programs - mid-level experience [3-5 years] - college degree [2-year] desired).
 - c) Administrative Assistant (With extensive experience and knowledge of associated software programs (more than 5 years) - college degree [4-year] desired).
- 7) Technical
- a) Subject Matter Expert Emergency Management specialist.
 - b) Homeland Security specialist.
 - c) Law Enforcement specialist.

- d) Fire Department specialist.
 - e) Emergency Medical Specialist.
 - f) GIS Analyst (With focus on emergencies or public safety)
Graphic Designer Digital graphic design or for print materials)
 - g) Facilitator Expert
 - h) Information Technology support.
- 8) Professional
- a) Administrative Support.
 - i. Basic
 - ii. Intermediate
 - iii. Advanced
 - b) Planner
 - i. Planner I Level
 - ii. Planner II Level
 - iii. Senior Planner Level
 - c) Accounting/Financial (Budget Analyst)
- 9) Miscellaneous (Additional)
- a) Administrative support
 - b) Meeting facilitation
 - c) Homeland security and Public safety policy
 - d) Homeland security and public safety technical writing
 - e) Data analytics (e.g., assist with developing metrics to track progress on Regional Guidance)

d. Information Technology

Please provide a list of positions/rates that your Staffing Agency can fill in Information Technology roles.

VII. SPECIAL CONDITIONS - QUESTIONNAIRE

Please respond to the following questions and return this section along with your Proposal. Failure to provide this information may result in rejection of the Proposal.

1. Our firm has been in the temporary placement business for _____ years. Must be at least five (5) years to qualify.

2. Our firm’s headquarters is located at the following address:

ADDRESS _____

CITY, STATE, ZIP _____

3. Our firm has _____ Branch Offices.

Provide the address and number of years in business for every branch office that will be responsible for this Contract, starting with the branch located within a 20-mile radius of Washington, DC.

ADDRESS: _____

YEARS IN BUSINESS: _____

CONTACT PERSON: _____

.....

ADDRESS: _____

YEARS IN BUSINESS: _____

CONTACT PERSON: _____

.....

ADDRESS: _____

YEARS IN BUSINESS: _____

CONTACT PERSON: _____

Please feel free to attach a full list, if locations exceed three (3).

4. How does your firm recruit, screen and interview temporary personnel?

5. Provide list of benefits offered to your temporary personnel.

6. Provide your company policy for temporary staffing to hire employee.

7. Provide replacement and credit policy for an unsatisfactory temporary worker placement:

8. The Proposer shall assign at least one (1) contact person to be responsible for the Contract. This contact person and the contact information shall be:

Name: _____

Title: _____

Telephone # _____

Fax #: _____

Email Address: _____

VIII. SUBMISSION OF THE PROPOSAL

A. Questions

Questions regarding discrepancies, omissions, specifications, RFP instructions, or the response form may be directed **in writing only** at least seven (7) business days before the RFP opening to Rick Konrad, at purchasing@MWCOCG.org and cc: rkonrad@mwcog.org.

1. Exceptions taken do not obligate COG to change the specifications. If no changes are needed, then no addendum will be issued.
2. COG will notify potential Proposers by addendum posted online duly issued at least five (5) business days before the RFP opening, of any updated interpretations or instructions.
3. It is the responsibility of the Proposer to check and see if addenda have been issued on the COG Website at www.mwcog.org/purchasing-and-bids/cog-bids-and-rfps/
4. Proposers should indicate that they have reviewed the latest addenda on the Proposal form.

B. Response Date and Contact Information

1. Proposals shall be submitted by no later than 2:00 p.m. EST, February 19, 2019.
2. Any proprietary information revealed in the response/Proposal should be clearly identified as such.
3. Please place the Proposal number on the outside of your response.
4. Proposals may not be submitted through fax or other electronic methods except as designated below.
5. Proposers shall submit one (1) original (2) copies and one “electronic” copy on CD or thumb drive to:

Contracts and Purchasing Manager
c/o Rick Konrad
Metropolitan Washington Council of Governments
777 North Capital Street, N.E., Suite 300
Washington, D.C. 20002-4290

Or

Electronic submissions are available to be submitted at COG’s “lockbox” at the following location:

<https://mwcog.net/main/sollist.php?g=002&l=U&a=MWCOG>

To utilize the “lockbox” service, your agency must be registered on the Mid-Atlantic Purchasing Team vendor registration portal VRS (<https://mwcog.net>).

Those solicitations utilizing the VRS Lockbox service will be highlighted with a LOCKBOX button. Click on the LOCKBOX button.

If your agency is interested in submitting a response to this solicitation, click on the GET button. After providing the VRS vendor ID and VIN, you will receive a one-time use bid id and password by email. Use these credentials:

- To submit a question to the buyer;
- To upload your formal bid response to the lockbox (before the closing time for the solicitation);
- To withdraw your formal response should you wish to cancel your submission or to allow you to replace an already uploaded copy with a modified version; or
- To verify that the document in the lockbox is the one you uploaded.

If no vendor id is provided, you will be directed to the registration page. If you would like to ensure that your company details are correct prior to your upload, then you can jump to the vendor summary page in VRS to make any changes desired.

To return to the MWCOG solicitation page, after registering or updating your company details, click SOLICITATION LISTINGS button on the VRS home page followed by clicking on the VIEW SOLICITATIONS button for MWCOG on the PENDING SOLICITATIONS page

NOTE: DO NOT email proposals directly to COG

C. Late Proposals

Any Proposal received at the location designated in this RFP after the exact time specified for receipt, may not be considered unless it is the only Proposal received.

IX. METHOD OF EVALUATION AND SELECTION

- A. Proposals will be evaluated by a Technical Selection Committee.
- B. The Selection Committee may hold, at COG’s option, a pre-selection meeting with the top-ranked Proposers.

- 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 Proposers.
- D. Because the temporary services needed by COG are varied, more than one qualified proposal may be chosen.
- E. In evaluating the Proposals, the following factors will be considered, with points awarded up to the maximum shown:

| Factor | Points |
|---|--------|
| Demonstrated Direct Relevant experience of the Firm, its Key Personnel and any Subcontractors | 50 |
| Cost and Price Analysis | 35 |
| Disadvantaged Business Enterprise (DBE) Participation (See Section) | 15 |
| Total Points | 100 |

F. DBE AWARD CRITERIA

1. Disadvantaged Business Enterprise (MBE/DBE) (15%) -

- a. DBE participation shall be a component of the Proposer selection process for this RFP. COG has established a DBE goal of 15% for this project. COG's DBE Policy may be viewed on its website www.COG.org/purchasing-and-bids/dbe-policy/. Proposers shall submit with their Proposals a DBE Participation Plan to meet this goal. The plan shall identify any DBE (defined in 49 CFR Part 26) that shall be participating in the project. The plan shall include the name and address of the firm, a copy of the firm's current DBE Certification from any federal, state or local government agency that certifies DBE ownership (please note only DBE certifications will be accepted by COG for this purpose).
- b. COG, in accordance with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000 d – 42 and Title 49, Code of Federal Regulations, hereby notifies all Proposers that it will affirmatively ensure that any contract entered pursuant to this advertisement will afford minority business enterprises full opportunity to submit Proposals in response to this invitation, and will not discriminate on the grounds of race, color, sex, or national origin in consideration for an award.
- c. Federal Law – CFR Part 26.37 (Monitoring Performance) requires

the COG to include a monitoring and enforcement mechanism to ensure that work committed to DBEs at contract award is performed by DBE's. To comply with this requirement, the Contractor(s) will be required to submit a monthly report and supporting documentation (DBE invoices, check registers, etc.) showing timely payments to the DBE's listed in your proposal. This information should be submitted by the 30th of April 30th and the 31st of October 31st of each year on all contracts made pursuant to this RFP in conjunction with other required reporting.

- d. A total of 15 possible points (out of a maximum of 100 points) may be awarded for DBE participation, as measured in dollars, either as the Contractor or "Subcontractor". DBE points are to be awarded as follows:

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

X. AWARD OF CONTRACT

- A. COG OHRM anticipates awarding multiple contracts for this solicitation.

The following are the basic job category groups:

1. **Group A** - Shall be the comprised of the office worker job categories such as clerical, receptionist, and administrative support.
 2. **Group B** - Shall be comprised of technical workers such as IT professionals, accounting, public relations and professional HR support.
 3. **Group C** - Shall be comprised of professional technical support in environmental services, transportation, public safety, public health, and community planning/development fields.
 4. **Group D** - While most of anticipated needs are in Category A, Proposers are invited to provide information on additional capacity to fill temporary staffing positions in other areas such as accounting, information technology, public safety. emergency services, and program related functions. Other specific projects may also be outsourced depending on the temporary needs of COG.
- B. The Proposer should provide pricing for every job classification within the core Groups A, B, C on the RFP Response form in order to be considered to be qualified in that job category.

- C. Staffing Agencies can be qualified in one or multiple groups. Staffing Agencies can also be qualified in the Category D on a position-by-position basis.
- D. Awards for this RFP will be based on the qualifications, pricing and DBE scoring.
- E. COG OHRM will, on a work order basis, utilize services from qualified Staffing Agency(s) in the listed category whose candidate and cost are deemed better than other qualified Staffing Agencies.
- F. If the chosen Staffing Agency(s) cannot provide the needed temporary staffing candidate, the next most qualified Staffing Agency temporary staffing candidate will be chosen.
- G. A responsible and responsive Proposer will be included in a pool of authorized agencies for each job category and be given the opportunity to submit candidates in that category.

XI. RFP 19-006 Response Form

DATE _____

Please use this form as a cover page for your Proposal.

Company Name - _____

RATES – In Section XV please provide your hourly rates (salary ranges) with types of backgrounds and work tasks normally performed by your firm. Under each group, *please indicate if a particular area is your specialty.*

| A. GROUP A: | MINIMUM TO MAXIMUM |
|-------------------------------|---------------------------|
| 1. Receptionist | \$ _____ \$ _____ |
| 2. Administrative Assistant | \$ _____ \$ _____ |
| 3. HR Assistant | \$ _____ \$ _____ |
| 4. Accounting Assistant | \$ _____ \$ _____ |
| 5. Administrative Coordinator | \$ _____ \$ _____ |

| | |
|----------------------------------|-------------------|
| B. GROUP B: | |
| 1. Accountant | \$ _____ \$ _____ |
| 2. Financial/Grants Analyst | \$ _____ \$ _____ |
| 3. Budget Analyst | \$ _____ \$ _____ |
| 4. HR Analyst | \$ _____ \$ _____ |
| 5. Public Affairs Professional | \$ _____ \$ _____ |
| 6. Writer/Media | \$ _____ \$ _____ |
| 7. Help Desk Technician | \$ _____ \$ _____ |
| 8. IT junior support | \$ _____ \$ _____ |
| 9. Network Systems Administrator | \$ _____ \$ _____ |

| | |
|-------------------------------|-------------------|
| C. GROUP C: | |
| 1. Environmental Consultants | \$ _____ \$ _____ |
| 2. Transportation Consultants | \$ _____ \$ _____ |

- | | | | |
|----|-------------------------------|----------|----------|
| 3. | Homeland Security Consultants | \$ _____ | \$ _____ |
| 4. | Public Safety Consultants | \$ _____ | \$ _____ |
| 5. | Community Development | \$ _____ | \$ _____ |

D. GROUP D - OTHERS:

Please list other outsourcing services that your firm provides along with minimum and maximum rates. Indicate in your proposal which of the below positions your organization could assist in filling.

Some of those positions might include the following:

| <u>Environmental</u> | MINIMUM | TO MAXIMUM |
|--|----------|------------|
| 1. Administrative Support | | |
| a) Administrative Assistant (With basic skills and knowledge of associated software programs – limited experience [0-2 years] – college degree [2-year] desired) | \$ _____ | \$ _____ |
| b) Administrative Assistant (With advanced skills and knowledge of associated software programs – mid-level experience [3-5 years] – college degree [2-year] desired. | \$ _____ | \$ _____ |
| c) Administrative Assistant (With extensive experience and knowledge of associated software programs (more than 5 years) – college degree [4-year] desired) | \$ _____ | \$ _____ |
| d) 2. Environmental education experience – Experience working with students – classroom and small group. Mid-level experience minimum. | \$ _____ | \$ _____ |
| 3 Please provide an additional list of positions that your Staffing Agency can fill in other Environmental roles. | | |

| <u>Finance</u> | MINIMUM | TO MAXIMUM |
|--------------------------------------|----------|------------|
| 1. Governmental financial accounting | \$ _____ | \$ _____ |

- 2. Budget analyst
(See above – Group B, Item 3) \$ _____ \$ _____
- 3. Accounts payable \$ _____ \$ _____
- 4. Payroll \$ _____ \$ _____
- 5. General administrative (scanning, filing) \$ _____ \$ _____
- 6. Billing using Deltek Costpoint \$ _____ \$ _____
- 7. Government procurement specialist \$ _____ \$ _____

Homeland Security and Public Safety

MINIMUM TO MAXIMUM

- 1. Emergency Management – Prevention, Mitigation, Preparedness, Response, and Recovery - specify specific area(s)
 - a) Emergency Management Planner
(Limited experience [0-2 years], college degree [4-year] desired) \$ _____ \$ _____
 - b) Emergency Management Planner
(Mid-level experience [3-5 years] – advanced college degree desired) \$ _____ \$ _____
 - c) Emergency Management Planner
(Extensive experience [more than 5 years] - advanced college degree in emergency management/associated area desired) \$ _____ \$ _____
- 2. Fire Service
 - a) Fire Service Planner
(Limited experience [0-2 years] – college degree [4-year] desire) \$ _____ \$ _____
 - b) Fire Service Planner
(Mid-level experience [3-5 years] – advanced college degree desired) \$ _____ \$ _____
 - c) Fire Service Planner
(Extensive experience [more than 5 years] - advanced college degree in fire science/associated area desired) \$ _____ \$ _____

| | MINIMUM | TO MAXIMUM |
|--|----------|------------|
| 3. Emergency Medical Service (EMS) | | |
| a) EMS Planner (Limited experience [0-2 years] – college degree [4-year] desired) | \$ _____ | \$ _____ |
| b) EMS Planner (Mid-level experience [3-5 years] – advanced college degree desired) | \$ _____ | \$ _____ |
| c) EMS Service Planner (Extensive experience [more than 5 years] - advanced college degree in EMS/associated area desired) | \$ _____ | \$ _____ |
| 4. Law Enforcement to Include Fusion Centers, Intelligence, Threat Assessments, etc – specify specific area(s) | | |
| a) Police Planner (Limited experience [0-2 years] – college degree [4-year] desired) | \$ _____ | \$ _____ |
| b) Police Planner (Mid-level experience [3-5 years] – advanced college degree desired) | \$ _____ | \$ _____ |
| c) Police Planner (Extensive experience [more than 5 years] - advanced college degree in law enforcement/associated area desired) | \$ _____ | \$ _____ |
| 5. Specialty Areas – Communications, IT, Logistics, Cyber Security, Event Planning, Health, External Affairs, Volunteers and Donations Management, Critical Infrastructure Protection (CIP), etc | | |
| a) Specific Specialty Area(s) (Limited experience in specialty area [0-2 years] - college degree [4-year] desired) | \$ _____ | \$ _____ |
| b) Specific Specialty Area(s) (Mid-level experience in specialty area [3-5 years] - advanced college degree desired) | \$ _____ | \$ _____ |

| | MINIMUM | TO MAXIMUM |
|--|----------|------------|
| c) Specific Specialty Area(s) (Extensive experience in specialty area [more than 5 years] - advanced college degree in specialty area/associated area desired) | \$ _____ | \$ _____ |
| 6. Administrative Support | | |
| e) Administrative Assistant (With basic skills and knowledge of associated software programs – limited experience [0-2 years] – college degree [2-year] desired) | \$ _____ | \$ _____ |
| f) Administrative Assistant (With advanced skills and knowledge of associated software programs – mid-level experience [3-5 years] – college degree [2-year] desired. | \$ _____ | \$ _____ |
| g) Administrative Assistant (With extensive experience and knowledge of associated software programs (more than 5 years) – college degree [4-year] desired) | \$ _____ | \$ _____ |
| 7. Technical | | |
| a) Subject Matter Expert Emergency | \$ _____ | \$ _____ |
| b) Management specialist | \$ _____ | \$ _____ |
| c) Homeland Security specialist | \$ _____ | \$ _____ |
| d) Law Enforcement specialist | \$ _____ | \$ _____ |
| e) Fire Department specialist | \$ _____ | \$ _____ |
| f) Emergency Medical Specialist | \$ _____ | \$ _____ |
| g) GIS Analyst (With focus on emergencies or public safety) | \$ _____ | \$ _____ |
| h) Graphic Designer (Digital graphic design or for print materials) | \$ _____ | \$ _____ |

| | MINIMUM | TO MAXIMUM |
|--|----------|------------|
| i) Facilitator Expert | \$ _____ | \$ _____ |
| j) Information Technology support | \$ _____ | \$ _____ |
| 8. Professional | | |
| a) Administrative Support | | |
| i. Basic | \$ _____ | \$ _____ |
| ii. Intermediate | \$ _____ | \$ _____ |
| iii. Advanced | \$ _____ | \$ _____ |
| b) Planner | | |
| i. Planner I Level | \$ _____ | \$ _____ |
| ii. Planner II Level | \$ _____ | \$ _____ |
| iii. Senior Planner Level | \$ _____ | \$ _____ |
| c) Accounting/Financial (Budget Analyst) | \$ _____ | \$ _____ |
| 9. Miscellaneous (Additional) | | |
| a) Administrative support | \$ _____ | \$ _____ |
| b) Meeting facilitation | \$ _____ | \$ _____ |
| c) Homeland security and public safety policy | \$ _____ | \$ _____ |
| d) Homeland security and public safety technical writing | \$ _____ | \$ _____ |
| e) Data analytics (e.g., assist with developing metrics to track progress on Regional Guidance) | \$ _____ | \$ _____ |

Information Technology

Please provide a list of positions/rates that your Staffing Agency can fill in Information Technology roles.

Miscellaneous

More extensive background check fee
(*only if requested by COG*)

\$ _____ one-time fee

RFP 19-006 Response Form (Continued – Checklist and Acknowledgement Section)

Proposer's Check List and Required Forms –

| ITEM | YES | NO |
|---|-----|-----|
| • One (1) original and three (3) paper copies of the Proposal | ___ | ___ |
| • One (1) digital copy (CD or Thumb drive) | ___ | ___ |
| • Attachment A – Acknowledge and accept Terms and Conditions (NO - Exceptions should be noted on a separate sheet) | ___ | ___ |
| • Attachment B – Certification Regarding Debarment | ___ | ___ |
| • Attachment C – Acknowledge and accept MAPT Rider Clause (Exceptions should be noted on a separate sheet) | ___ | ___ |
| • Attachment D – References | ___ | ___ |
| • Attachment E – Reply Label (affixed to outside of RFP response) | ___ | ___ |
| • Accord Form – Certificate of Insurance provided as per the Terms and Conditions (with COG named as an additional insured) | ___ | ___ |
| • Provide your replacement policy of unacceptable temporary workers | ___ | ___ |
| • Filled out Questionnaire (Section VII) | ___ | ___ |
| • Exceptions (If yes please attach all on separate sheet(s) at the end of the RFP response.) | ___ | ___ |

RFP 19-006 Response Form (Continued – Addendum and Signature Section)

Addendums Acknowledged (if applicable) -

Addendum #1 YES ____ NO ____ N/A ____

Addendum #2 YES ____ NO ____ N/A ____

Addendum #3 YES ____ NO ____ N/A ____

Addendum #4 YES ____ NO ____ N/A ____

Others _____

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

NAME: _____

COMPANY: _____

ADDRESS: _____

TELEPHONE: _____ FAX: _____

EMAIL: _____

SIGNATURE: _____

TITLE: _____

ATTACHMENT A Terms and Conditions

This document sets out provisions generally applicable to Metropolitan Washington Council of Governments (“MWCOG”) contracts. The provisions herein do not constitute a complete agreement, and must be appended to a document, executed by all parties, which identifies the specific work to be performed, compensation, term, incorporated attachments, and special conditions, if any.

This document and the Contract are intended to be complementary and shall be construed accordingly. However, should there be a direct contradiction between the terms and conditions contained herein and the Contract, then the Contract shall govern and control those contradictory terms and conditions. As used herein, the term "MWCOG" includes MWCOG, its various members, agencies, employees or agents as may be appropriate. The term “Contract” shall include a document entitled “agreement” or any other title on a document that is denoting a contract.

I. **Amendment**

This Contract constitutes the entire agreement between the parties and all other communications prior to its execution, whether written or oral, with reference to the subject matter of this Contract are superseded by this Contract. No amendment to this Contract shall be binding unless in writing and signed by the parties.

II. **Bankruptcy**

Upon filing for any bankruptcy proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor must notify MWCOG immediately. Upon learning of the actions herein identified, MWCOG reserves the right at its sole discretion either to cancel the Contract or to affirm the Contract and hold the Contractor responsible for damages. The exercise of this right is in addition to any other rights MWCOG may have as provided in this agreement or by law.

III. **Compliance with Law**

The Contractor hereby represents and warrants that:

- A. It has the power and authority to enter into and perform the Contract, that the Contract, when executed and delivered, shall be a valid and binding obligation of Contractor, enforceable in accordance with its terms;
- B. Its performance under the Contract shall be in a good and workmanlike manner and in accordance with all applicable professional standards;
- C. It is qualified to do business in the jurisdictions covered by the Contract and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;

- D. It is not in arrears in the payment of any obligations due and owing to any agency involved in this agreement, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- E. It shall comply with all federal, state and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
- F. It shall obtain, at its expense, all licenses, permits, insurance and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

IV. Contingent Fee Prohibition

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

V. Counterparts

This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute one and the same instrument.

VI. Force Majeure

Neither MWCOG and/or its members nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, declaration of emergency, or war where such cause was beyond, respectively, MWCOG's and/or its members or Contractor's reasonable control. MWCOG and/or its members and Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

VII. Governing Law

This Contract shall be governed by and construed in accordance with the laws of the District of Columbia without regard to principles of conflicts of law.

VIII. Indemnification

The Contractor shall protect, hold free and harmless, defend and indemnify MWCOG and its members including their officers, agents and employees from all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments (including attorney's fees) resulting from injury to, or death of, any person or damage to property of any kind, which injury, death or damage arises out of, or is in any way connected with the performance of the work or failure to perform its obligations under this Contract.

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

IX. Independent Contractor

- A. Contractor shall perform the work required by this Contract as an "Independent Contractor." Although MWCOG and/or members reserves the right to determine the delivery schedule for the work to be performed and to evaluate the quality of the completed performance, MWCOG and/or members cannot and will not control the means or manner of the Contractor's performance. The Contractor shall comply promptly with any requests by MWCOG and/or members relating to the emphasis or relative emphasis to be placed on various aspects of the work or to such other matters pertaining to the work under this Contract. Contractor is responsible for determining the appropriate means and manner of performing the work.
- B. Contractor represents and warrants that Contractor is not an employee of MWCOG and/or members, is not currently employed by the Federal Government, and is not an officer, employee or agent of MWCOG and/or members.
- C. Contractor shall be responsible for all federal or state taxes applicable to any compensation or payments paid to Contractor under this Contract. Contractor is not eligible for any federal Social Security, unemployment insurance, or workers' compensation benefits from compensation or payments paid to Contractor under this Contract.
- D. Contractor agrees to immediately provide MWCOG and/or members notice of any claim made against Contractor by any third party. Contractor also agrees not to assign to any third party, without MWCOG's written consent, any obligation of MWCOG to indemnify Contractor for any actions under this Contract.

X. Insurance Requirements

- A. Contractor shall obtain, and at all times keep in effect, Commercial General Liability Insurance in the amounts listed below for its activities and operations. The insurance shall include coverage for personal injury, discrimination and civil rights violation claims. All such insurance shall name MWCOG, individual members, their employees, and agents as ADDITIONAL INSURED. A copy of the certificate of insurance shall be filed with MWCOG and/or members prior to the time any services are rendered. Contractor shall maintain coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate and \$500,000 for property damage. Coverage shall be written on an occurrence form.
- B. Contractor shall obtain, and at all times keep in effect, automobile insurance on all vehicles used in this Contract with MWCOG and/or members to protect Contractor against claims for damages resulting from bodily injury, including wrongful death, and

property damage that may arise from the operations of any owned or hired automobiles used by Contractor in connection with the carrying out of this Contract. All such insurance shall name MWCOG and/or individual members, their employees, and agents as ADDITIONAL INSURED.

- C. Contractor shall, upon request, provide MWCOG and/or members with certification of Workers' Compensation Insurance, with employer's liability in the minimum amount required the governing jurisdiction's law in effect for each year of this Contract.
- D. All insurance policies shall have a minimum 30 days' notice of cancellation. Immediate written notice to MWCOG and members involved in the contract shall be required in the event of cancellation or restriction by the insurance company of any insurance policy referred to in this section.
- E. When insurance coverage is renewed, Contractor shall provide new certificates of insurance prior to expiration of current policies to all contracting agencies.

XI. Nondiscrimination

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

XII. Ownership of Documents and Materials

- A. The Contractor agrees that all documents and materials, including but not limited to, reports, drawings, studies, specifications, estimates, maps, photographs, designs, graphics, mechanicals, artwork, and computations prepared by or for the Contractor under the terms of this Contract shall at any time during the performance of the services be made available to MWCOG and/or members upon request and shall become and remain the exclusive property of MWCOG and/or members upon termination or completion of the services. These jurisdictions shall have the right to use the same without restriction or limitation and without compensation to the Contractor other than that provided in this Contract. MWCOG and/or members shall be the owner for the purposes of copyright, patent or trademark registration.
- B. If the Contractor obtains or uses for purposes of this Contract, or subcontracts for, any design, device, material, or process covered by letters of patent for copyright, it shall provide an assignment to MWCOG and/or members of ownership for purposes of copyright, patent or trademark and of all right to possess and to use such design, device, material or process and a legally sufficient agreement with the patentee or owner, and a copy of such agreement shall be filed with MWCOG and/or members.
- C. The Contractor shall indemnify and save harmless MWCOG and/or members from any and all claims for infringement by reason of the use of any such patented design,

device, materials, or process, or any trademark or copyright, and shall indemnify, protect and save harmless MWCOCG and/or members, their officers, agents, and employees with respect to any claim. Action, costs or infringement, for royalties or user fees, arising out of purchase or use of materials, construction, supplies, equipment or services covered by this Contract.

XIII. Payments

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

XIV. Records

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

XV. Remedies

- A. Corrections of errors, defect and omissions. Contractor agrees to perform the work as may be necessary to correct errors, defects, and omissions in the services required under this Contract, without undue delays and without cost to MWCOCG and/or members. The acceptance of the work set forth herein by MWCOCG and/or members shall not relieve the Contractor of the responsibility of subsequent corrections of such errors.
- B. Set Off. MWCOCG and/or members may deduct from and set-off against any amounts due and payable to the Contractor any back-charges, penalties, or damages sustained by MWCOCG and/or members, their agents, employees of recipients of its services, by virtue of any breach of this Contract by the Contractor or by virtue of the failure or refusal of the Contractor to perform the services or any part of the services in a satisfactory manner. Nothing herein shall be construed to relieve the Contractor of liability for additional costs resulting from a failure to satisfactorily perform the services.
- C. Cumulative. All rights and remedies of MWCOCG/ members and Contractor shall be cumulative and may be exercised successively or concurrently. The foregoing is

without limitation to or waiver of any other rights or remedies of the MWCOG and/or members by law.

XVI. Responsibility of Contractor

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

XVII. Severability/Waiver

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

XVIII. Subcontracting or Assignment

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

XIX. Survival

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

XX. Termination

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

XXI. Termination of Contract for Convenience

- A. The performance of work under this Contract may be terminated by MWCOG and/or members, in whole or in part, upon written notice to the Contractor, when MWCOG and/or members determines such termination is in the best interest of MWCOG and/or members. The termination for convenience is effective on the date specified in MWCOG's and/or members written notice.
- B. MWCOG and/or members will pay for all reasonable costs allocable to the Contract for work or costs incurred by the Contractor up to the date of termination. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

XXII. Termination of Multi-Year Contract

- A. If MWCOG and/or members fail to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be cancelled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either MWCOG's and/or members rights or the Contractor's rights under any termination clause in this Contract.
- B. The effect of termination of the Contract hereunder will be to discharge both the Contractor and MWCOG and/or members from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. MWCOG and/or members shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

XXIII. Time is of the essence

Time is of the essence in Contractor's performance of each and every obligation and duty under this Contract.

XXIV. Whole Contract

This Contract constitutes the complete and exclusive statement of the Contract between the parties relevant to the purpose described herein and supersedes all prior agreements or proposals, oral or written, and all other communication between the parties relating to the subject matter of this Contract.

(Revised 8/22/2017)

**ATTACHMENT B
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 Proposer 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 Vendor

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

Date

ATTACHMENT C
Cooperative Rider Clause

The Mid-Atlantic Purchasing Team (MAPT) is the agreement between the Metropolitan Washington Council of Governments (“MWCOCG”) and the Baltimore Metropolitan Council (“BMC”) to aggregate the public entity and non-profit purchasing volumes in the Maryland, Virginia and Washington, D.C. region (“region”).

I. Format

A lead agency format is used to accomplish this work. The Lead Agency (COG) in this procurement has included this MAPT Cooperative Rider Clause in this solicitation indicating its willingness to allow other public entities to participate pursuant to the following Terms and Conditions:

A. Terms

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

B. Other Conditions - Contract and Reporting

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

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

In order to ride this COG Contract a COG Rider Form must be completed and approved by the Member Agency.

II. Participating Members

Member Governments

COG

- District of Columbia

Maryland

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

Virginia

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

Other Local Governments

- Town of Leesburg
- Spotsylvania County
- Stafford County
- Town of Vienna

Public Authorities/Agencies

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

- Upper Occoquan Service Authority
- Washington Metropolitan Area Transit Authority
- Washington Suburban Sanitary Commission

School Systems

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

State Agencies

- Maryland-National Capital Park and Planning Commission

BALTIMORE METROPOLITAN COUNCIL

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

**Rider Clause
Approval Form**

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

NOTE: Effective January 1, 2019, COG does not authorize the use the COG Rider Clause without this form being completed.

Participating Entity Name _____

Contact Person _____

Phone _____ Email Address _____

Solicitation/Contract Information:

Name Solicitation/Contract _____

Lead Agency/Contract Holder _____

Contact Person _____

Solicitation/Contract Number _____ Other Reference _____

Vendor Information:

Contractor Name _____

Address _____

City/State/Zip _____

Contact Person _____

Phone _____ Email Address _____

See questions on next page.

| <u>Questions</u> – | YES | NO |
|---|-------|-------|
| 1. Is the Participating Entity’s specifications/scope of work the same or very similar to that in the Contract? | _____ | _____ |
| 2. Is the Contract active and currently in force? | _____ | _____ |
| 3. Do you understand that the vendor must pay a fee based on sales for using this Contract? | _____ | _____ |
| 4. Is riding this Contract within the rules and regulations of the Participating Entity and approved by the Participating Entity’s Purchasing Department? | _____ | _____ |

Participating Entity

Metropolitan Washington Council of Governments

Name _____

Name _____

Title _____

Title _____

Signature _____

Signature _____

**ATTACHMENT D
PROPOSER'S EXPERIENCE/REFERENCES**

Name of Proposer _____

Each Proposer must submit below a minimum of three (3) references each, from current or past clients, for whom Proposer has similar experience and scope of work. Do not use COG as a reference.

Complete contact information for each reference, including name, telephone number, mailing address and E-mail address, must be included with the proposal, as well as contract information.

A Proposer, which, in the sole judgment of the Proposer, lacks sufficient specific experience, may be deemed non-responsible, and may not be considered for this contract.

1) Company Name _____

Contact Name/Title _____

Mail Address _____

Telephone Number _____ Email Address _____

Services provided _____

Date(s) of the contract START _____ END _____ (must be within 3 years)

Annual value of the contract \$ _____

2) Company Name _____

Contact Name/Title _____

Mail Address _____

Telephone Number _____ Email Address _____

Services provided _____

Date(s) of the contract START _____ END _____ (must be within 3 years)

Annual value of the contract \$ _____

3) Company Name _____

Contact Name/Title _____

Mail Address _____

Telephone Number _____ Email Address _____

Services provided _____

Date(s) of the contract START _____ END _____ (must be within 3 years)

Annual value of the contract \$ _____

4) Company Name _____

Contact Name/Title _____

Mail Address _____

Telephone Number _____ Email Address _____

Services provided _____

Date(s) of the contract START _____ END _____ (must be within 3 years)

Annual value of the contract \$ _____

*Please attach any additional information to this sheet.

Attachment E
PROPOSAL REPLY LABEL

SECURE TO THE OUTSIDE OF YOUR RESPONSE ENVELOPE.

FROM: _____

TO: Metropolitan Washington Council of
Governments c/o Rick Konrad
777 North Capitol Street, NE, Suite 300
Washington, DC 20002

Attn: REQUEST FOR PROPOSAL 19-006

**ATTACHMENT F
COG CONFIDENTIALITY AGREEMENT SAMPLE**

Temporary Worker Confidentiality Agreement

I understand that, in the course of my temporary work with the Metropolitan Washington Council of Governments (COG), I may be called upon to handle or learn confidential data and information (“data”), including data concerning COG itself, personnel and financial information, COG member governments or their officials and employees, or others, including but not limited to contractors, providing information to COG on a confidential basis. I understand that it is a condition of my work with COG that I shall not divulge, retain, or copy such data (except as I am expressly authorized within my job responsibilities) or in any other manner compromise the confidentiality of this data. Further, I understand that violation of this agreement will be grounds for my immediate dismissal as a COG temporary worker. This condition and possible penalties extend after my work with COG ends.

Print Name

Date

Temporary Worker Signature

Witness (COG Representative – preferred)

Date