



REQUEST FOR PROPOSAL NO. 20-003

POTOMAC INTERCEPTOR (PI) FLOW ANALYSIS

Electronic submissions are required to be submitted for this RFP

To COG's solicitation "lockbox"

Proposals shall be uploaded no later than 2:00 p.m. EDT, October 31, 2019

NOTE: See lockbox submission instructions in Section XII.C

NOTE:

A pre-proposal meeting/conference call will be held at 10:00 AM EDT on **October 9, 2019 at COG or on the phone.**

**COG
3rd Floor Conference Room
777 N. Capitol Street, NE Suite 300
Washington, DC 20002**

**Call in information -
Conference Bridge Toll Free 888-702-9706
Conference Room Number: 2874
Participant PIN: 2505**

This is not mandatory but is recommended.

September 19, 2019

POTOMAC INTERCEPTOR (PI) FLOW ANALYSIS

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. Pursuant to the 2012 Blue Plains Intermunicipal Agreement (“2012 IMA”), COG provides technical, policy, and secretariat support to the Blue Plains Users, as well as, parties to the 2012 IMA. COG’s work in this area is supported primarily by financial contributions from the parties to the 2012 IMA.

II. PROJECT OVERVIEW

The Potomac Interceptor (PI), a 50-mile-long sanitary sewer, is one of the major assets of the District of Columbia Water and Sewer Authority (DC Water) sewer system. Constructed beginning in 1961, the PI conveys approximately 60 million gallons per day (MGD) of gravity-fed flow from several service areas starting near the Washington Dulles International Airport and extending along the Potomac River to the Potomac Pumping Station. Flow is then pumped to the Advanced Wastewater Treatment Facility located at Blue Plains in the District of Columbia. Several jurisdictions discharge into the PI system, including portions of Fairfax and Loudoun Counties, the towns of Vienna and Herndon, Dulles Airport, and parts of Montgomery County, Maryland.

The Blue Plains Intermunicipal Agreement of 2012 is a regional agreement between the utilities and local governments that share in the wastewater treatment services provided by Blue Plains. They include the District of Columbia, DC Water, Fairfax County, Montgomery County, Prince George’s County, and the Washington Suburban Sanitary Commission (WSSC). There are other smaller entities that have wastewater treated at Blue Plains but are not formal parties to the 2012 IMA. The 2012 IMA documents the IMA Parties’ commitments, including allocation of flow capacity, peak flow limitations, and peak/average ratios, at specific locations within the PI. The 2012 IMA is available at <https://www.mwcog.org/documents/2013/05/06/blue-plains-intermunicipal-agreement-of-2012-agreements-biosolids-blue-plains-wastewater/>.

The goal of this project is to analyze past modeling and hydraulic work and assess locations that may have future constrained capacity in the PI, particularly during wet weather events. The results will be used to identify potential projects that could mitigate capacity constraints. The study will use DC Water’s Infoworks™ model to analyze existing metered flow data for the PI and tributary sewers. As part of the analysis, the selected consultant will evaluate past modeling and hydraulic analysis work and reports that are provided by COG. The recommendations from this assessment must be consistent with the capacity limitations of both the downstream facilities delivering flow to Blue Plains and the 2012 IMA. At a minimum, the analysis should:

- A. Validate the accuracy of DC Water’s Infoworks model by comparing it with data and observed conditions;

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- B. Re-run models if assumptions need to be changed and verified;
- C. Summarize, review, and opine on the historical methods and assumptions that were used in previous reports;
- D. Verify assumptions such as peaking factor, demographic projections for future growth, hydraulic load, operational conditions, and capacity; and
- E. Use the results of the analysis to assess mitigation options (e.g., pipe replacement, parallel pipe, pumping facilities, storage facilities, etc.) and identify possible short-term and long-term solutions during peak wet weather flows. Re-run the model with the mitigation options to confirm the validity of the options.

III. SCOPE OF WORK

The documents listed below are provided as separate documents providing background information for the Offerors to use in preparing their Proposals:

- Exhibit A - Potomac Interceptor Hydraulic Modeling Report, July 17, 2003, prepared by Metcalf & Eddy
- Exhibit B - 2010 presentation “Potomac Interceptor Flow Capacity Assessment for Blue Plains, IMA Negotiating Team Operating Agency Work Group”

The Scope of Work for this solicitation includes the items listed below: project management; data collection, review and analysis; meetings and workshops; and deliverables. During the course of completing the work, it may be determined that additional tasks would be beneficial. The scope and budget for these tasks will be developed on a case-by-case basis.

- A. Project Management. The selected consultant will, at a minimum: regularly schedule meetings and coordinate with COG staff and the project team; identify and facilitate milestone meetings; and, submit monthly schedule, budget, and project status reports. The selected consultant will prepare a Project Management Plan (PMP) to include, at a minimum, the following elements:
 - 1. Scope
 - 2. Budget
 - 3. Schedule – tasks, meetings, milestones, delivery dates
 - 4. Regular (e.g., monthly) meetings and milestones
 - 5. Expectations of COG and the Blue Plains IMA Regional Committee (COG/BPRC input, documents to be provided, coordination required, etc.)
 - 6. Team structure, including subconsultants
 - 7. Team member contact information, including names and locations of key staff
 - 8. QA/QC plan

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B. Data Collection, Review, and Analysis

1. COG will provide digital / electronic copies of the previous studies, models, and reports to the selected consultant. The information is expected to include:
 - a. Potomac Interceptor Hydraulic Modeling Report, July 17, 2003, prepared by Metcalf & Eddy
 - b. 2010 presentation “Potomac Interceptor Flow Capacity Assessment for Blue Plains, IMA Negotiating Team Operating Agency Work Group”
 - c. Jurisdictional projected peak flows and actual flows – DC Water, Fairfax, WSSC, and others
 - d. Available meter data from DC Water and jurisdictions, as available
 - e. Model calibration reports
 - f. Model handover documents
 - g. Rain gauge data
 - h. Flow patterns and diurnal data
 - i. Planned and recently completed rehabilitation of the PI and upstream sewersheds
2. The selected consultant will evaluate previous studies and reports, analyze previous work, data, and modeling, identify any gaps, and assess each jurisdiction’s flow distributions, projected peak loading factor(s), actual flow(s), and other parameters as appropriate.
3. The selected consultant will meet with COG staff and each of the Blue Plains direct users (i.e., DC Water, Washington Suburban Sanitary Commission, and Fairfax County) to collect necessary data and to document any utility-specific concerns. Data collection may include, but is not limited to:
 - a. Existing system facility locations, capacities, and operating histories
 - b. Master planning documents
 - c. Hydraulic model information
 - d. Historical methods and assumptions
 - e. Wet weather flows
 - f. Growth factors

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- g. Planned capital improvements
- h. Identification of known flow and capacity issues
- i. PI emergency plans and histories
- j. Peak loading factor and actual flow for present and future conditions
- k. Identification of potential capital improvement concepts to address flow and capacity issues, e.g., “bottlenecks”.

C. Meetings and Workshops

1. The selected consultant will participate in up to six (6) meetings, facilitated by COG staff, between the selected consultant and the PI Workgroup. These meetings are expected to include:
 - a. A project orientation workshop with the selected consultant and PI Workgroup to discuss the goals and tasks of the project and to establish working relationships among the PI Workgroup, COG, and the selected consultant.
 - b. A mid-point meeting to provide a data update of the study to the PI Workgroup
 - c. An assessment meeting to review a draft report including recommendations, findings, and solutions
 - d. A project wrap-up meeting to review the final report
 - e. Presentation of the final report at two (2) meetings coordinated by COG (i.e., the TechSC and the IMA-RC).

D. Deliverables

1. Project Management Plan. The selected consultant shall prepare a draft Project Management Plan (PMP) as described in Item III.A) above for review and comment. The selected consultant will prepare a final PMP, incorporating comments received on the draft.
2. Summary Report.
 - a. The selected consultant will prepare a draft report recommending options, including planning level cost estimates (capital and life cycle) and benefits, to address identified flow and capacity issues along the PI. Options should be broad in nature for consideration by the Blue Plains Committees. They may include capital projects, operational changes, or other actions.
 - b. In this report, the selected consultant will opine on validity of historical models and assumptions that were used in previous models and reports by the jurisdictions. The models will be re-run if the model or the assumptions need to be changed.

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- c. The selected consultant will validate the accuracy of the DC Water model by comparing it with actual flows and operational experience (analytical and anecdotal).
- d. The selected consultant will provide short-term (5-15 years) and long-term (20-30 years) alternatives to address peak wet weather flows, as well as advantages and disadvantages of each alternative. Alternatives proposed should consider potential impacts from climate change, need for operational resiliency, additional data needs, and other relevant factors. Evaluation of the alternatives is outside the scope of work for this project.
- e. The draft report will be provided to the PI Workgroup for review and comment. The selected consultant will revise the draft report to address comments from the PI Workgroup and then finalize.

IV. QUALIFICATIONS

The selected consultant will be expected to:

- A. Hold an active license to practice the appropriate engineering discipline in the jurisdictions where the PI is located (i.e., District of Columbia, Maryland, Virginia).
- B. Have experience working with a utility of comparable size to DC Water and large interceptor sewer systems.
- C. Have experience working with the Blue Plains direct users or with multijurisdictional assets or systems.
- D. Have experience developing, calibrating, and analyzing dynamic hydraulic models using Infoworks™ sewer modeling software.
- E. Have demonstrated experience with the planning, design, and construction of sewer relief systems, including, but not limited to pipe replacement, relief sewers, pumping systems, and storage facilities.
- F. Be familiar with the Metropolitan Washington Council of Government’s organization and mission, membership, and metropolitan Washington wastewater utilities.

V. DEFINITIONS USED IN THIS DOCUMENT

COG	The Metropolitan Washington Council of Governments
Consultant/ Contractor	The term used throughout this document to describe the individual or organization awarded the prime contract based on this solicitation.

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Contracting Officer	The Executive Director of the Metropolitan Washington Council of Governments
Technical Selection Committee	The Committee established to review the proposals received under this solicitation and recommend selection of contractors to the COG Contracting Officers.
Subcontractor	Any subcontractor hired by the contractor.
PI	Potomac Interceptor

VI. 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's Contracting Officer.
- C. In the event the project is terminated by administrative action, the contractor shall be paid for work actually 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 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.
- 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 or verbal notice, to be confirmed in writing, procure the necessary services from other sources and hold the Contractor and/or Subcontractor responsible for any and 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

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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 Attachments A and B.

VII. INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

- A. COG intends to award a single contract resulting from this solicitation to the responsible Contractor whose proposal conforms to the solicitation and will be most advantageous to COG and its members, including cost, technical and other requirements specified herein.
- 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.

VIII. PERIOD OF PERFORMANCE AND TYPE OF CONTRACT

- A. The period of performance shall begin once the Executive Director of COG has signed a contract and continue through December 31, 2020. At COG’S discretion, and dependent on funding, the contract may be extended for up to three (3) additional one (1) year periods.
- B. COG anticipates awarding a time and materials contract in an amount not to exceed two hundred thousand dollars (\$200,000).
- C. An allowance of fifty thousand dollars (\$50,000) is available for additional work that is identified during completion of the project
- D. Work is anticipated generally to be completed in accordance with the milestones below:

Milestone	Time from NTP to Completion
Available documents / information provided to selected consultant	2 weeks
Kickoff meeting	3 weeks
Meetings with PI utilities	2 months
Model runs / evaluation using collected information	3 months
Midpoint update meeting with PI Work Group	4 months

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Draft results and recommendations to PI Work Group for discussion	6 months
Draft report to PI Work Group for review and comment	7 months
Report presentation/ workshop with PI Work Group	7.5 months
Comments returned from PI Work Group	8 months
Final report to PI Work Group	9 months
Presentation of results to TechSC	10 months
Presentation of results to IMA-RC	11-12 months

IX. CONTENT OF PROPOSAL

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

A. Section 1. Executive Summary

1. This section shall provide a brief description of the proposal's highlights and a summary of the proposed approach.
2. This section of the proposal should not exceed 3 pages (8.5" x 11", 11-point font, 1-inch margins).

B. Section 2. Project Approach

1. In this section of the proposal, Offerors must provide a detailed description of their approach for effectively accomplishing the Scope of Work described in Section III above. This section shall include a work plan, schedule, and organization chart that details all lines of authority and communication.
2. A matrix shall be provided, identifying key personnel assignments and the anticipated level of effort for each individual. Offerors should discuss the team's understanding of the challenges and opportunities that may need further evaluation, as well as identify potential risks, opportunities, critical success factors, and applicable lessons learned from similar projects.
3. The Project Approach section should describe strategies, including quality assurance/ quality control, proposed to ensure successful completion of the Scope of Work.

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4. Timely completion of the work for this project is of critical importance. Offerors are to provide a brief description of their capacity to perform the work, including a description of current projects and the availability of proposed key personnel.
 5. This section of the proposal should not exceed 15 pages (8.5" x 11", 11-point font, 1-inch margins).
- C. **Section 3. Qualifications of the firm and key personnel**
1. This section shall provide the professional credentials and expertise of the Offeror and key personnel assigned to the project. Identify the Project Manager and describe his/her qualifications, relevant experience on projects of a similar size and nature, and availability for this project.
 2. Identify key team members and their roles. Describe their qualifications.
 3. Resumes should identify each team member's home office location.
 4. Each resume should not exceed three pages in length (8.5" x 11", 11-point font, 1-inch margins).
- D. **Section 4. References of the Contractor and any Subcontractor(s)**
1. The proposed Contractor and any Subcontractor shall provide not less than three (3) and not more than five (5) references who COG may contact regarding similar work performed. Offerors may provide letters of reference from previous relevant clients. Names, titles, and current addresses and telephone numbers shall be included for each reference.
 2. All references shall include work performed within the last five (5) years in which key personnel proposed to COG have been assigned. See Attachment C.

X. Proposal Document Organization

- A. Offerors, as part of their submission, shall submit two (2) separate electronic files (see *Section XI for electronic submission instructions*) -
1. Technical Response
 2. Cost Proposal
- B. The Technical Response should include a cover letter signed by an authorized principal or agent of the Offeror, providing an overview of the proposal, as well as, the name, title and phone number of the person to whom questions may be directed to concerning the proposal. The letter, which should not exceed two (2) pages, should also include a statement by the Offeror accepting all terms and conditions contained in this RFP.
- C. The Technical Response shall be organized to match the headings delineated below:
1. Cover Letter

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2. Table of Contents
 3. Executive Summary
 4. Project Approach and Methodology
 5. Qualifications of the Firm and Key Personnel
 6. References (See Attachment C)
- D. In a separate file named Cost Proposal please submit -
1. RFP Response Form (Checklist and Acknowledgement & Signature Section)
 2. Cost Proposal providing the fully burdened hourly rate for all staff anticipated to work on this contract along with an anticipated level of effort for each team member for each item identified in Section III. Scope of Work.
 3. DBE Plan
- E. The electronic files should be limited to 10 MB each. If the file size is too small, then the proposer can send the resume section as a 3rd file.
- F. The file names should include the following: RFP Number, Firm Name, File Name (Technical Response, Cost Proposal, etc.)

XI. PROPOSAL QUESTIONS

All questions concerning the RFP must be submitted in writing to the COG Contracts and Purchasing Office at purchasing@mwkog.org with a to cc: rkonrad@mwkog.org no later than seven (7) business days prior to the deadline. All questions will be answered via addendum and posted on COG's website five (5) business days after the cut-off date.

No questions will be accepted following the cut-off date.

XII. PRE-PROPOSAL MEETING, SUBMISSION DATE AND LOCKBOX INSTRUCTIONS

- A. A pre-proposal meeting/conference call will be held at 10:00 AM EDT on **October 9, 2019** at COG or on the phone.

Address -

COG
3rd Floor Conference Room
777 N. Capitol Street, NE Suite 300
Washington, DC 20002

Call in information -

Conference Bridge Toll Free 888-702-9706
Conference Room Number: 2874
Participant PIN: 2505

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This is not mandatory but is recommended.

- B. Proposals shall be received via “Lockbox” by no later than 2:00 p.m. EDT, October 31, 2019
- C. Submissions for this RFP **must** be made electronically to COG’s solicitation “Lockbox.”

Lockbox Submission Instructions are as follows:

1. Proposals may not be submitted through hard copy, fax or other electronic methods except as designated below.
2. Please use the RFP number and your firm name in the file name of your electronic submission.
3. Offerors shall submit one (1) electronic copy of their qualifications to the COG Lockbox system as per the below directions.
 - a. Proposers shall submit one electronic copy to the COG “Lockbox” system in the following fashion:
 - i. Registration – To utilize the “LOCKBOX” service, proposer must be registered on the Mid-Atlantic Purchasing Team Vendor Registration System (“VRS”) portal at <https://mwcog.net>.

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

To register:

- Go to the portal at <https://mwcog.net> and click the Vendors listing the left menu on the page.
 - Click Register and fill out the form. NOTE: Proposer will need its company information including its TIN/EIN number if proposer is a company or proposer’s SSN if proposer is a sole proprietor.
 - Registering will give proposer access to the LOCKBOX solicitations.
- ii. Submission – Once registered in the VRS system go to the website at <https://mwcog.net> and click on Solicitation Listings tab.

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

Click on the LOCKBOX button.

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

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- To submit a question to COG.
- To upload proposer's formal bid response and any additional attachments to the lockbox (before the closing time for the solicitation).
- **Please limit size of individual files to 10 MB.**
- To withdraw proposer's formal response should proposer desire to cancel its submission or to replace an already uploaded copy with a modified version.
- To verify that the document in the lockbox is the one proposer uploaded.

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

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

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

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

XII. METHOD OF PROPOSAL EVALUATION AND SELECTION

- A. The 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 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 selection committee.
- D. In evaluating the proposals, the following factors will be considered, with points awarded up to the maximum shown:

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Factors	Points
Demonstrated experience, particularly using Infoworks™, assessing and modeling wastewater conveyance systems serving multiple jurisdictions in a very large geographic area	25
Demonstrated experience identifying options for and designing upgrades to wastewater conveyance systems dealing with capacity issues	20
Technical approach	15
Team members' experience working with utilities of comparable size to DC Water and large wastewater conveyance systems, such as the Potomac Interceptor Sewer	10
Cost & Price	15
DBE Participation	15
Total Points	100

XIII. LATE PROPOSALS

- A. The lockbox system will not allow late proposals.
- B. No proposal will be accepted after the deadline.

XIV. DISADVANTAGED BUSINESS ENTERPRISE

- A. Disadvantaged Business Enterprise (“DBE”) participation shall be an integral component of the Contractor 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.mwcog.org.
- B. Responding firms 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).
- C. 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 bidders that it will affirmatively ensure that any contract entered pursuant to this advertisement will afford minority business enterprises full opportunity to submit bids in response to

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this invitation, and will not discriminate on the grounds of race, color, sex, or national origin in consideration for an award.

- D. *Only certified DBE firms will be awarded points. Other designations such as MBE, WBE, MWBE, etc. do NOT qualify for extra points in the scoring.*

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

- F. 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:

PARTICIPATION POINTS

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

SAMPLE DBE PARTICIPATION PLAN

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

XV. RFP 20-002 Response Form (Checklist and Acknowledgement & Signature Section)

Proposer's Check List and Required Forms -

ITEM	YES	NO
• Attachment A - Acknowledge and accept Terms and Conditions (If NO - Exceptions should be noted on a separate sheet)	___	___
• Attachment B - Certification Regarding Debarment	___	___
• Attachment C - References	___	___
• Attachment D - Acknowledge Rider Clause	___	___
• Certificate of Insurance (Accord Form)	___	___
• Exceptions (If yes please attach all on separate sheet(s) at the end of the RFP response.)	___	___

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

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

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

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

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

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

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

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

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

B. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and federal contract, grant, loan, or cooperative agreement.

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

D. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

E. 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.]

Date: _____

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

Authorized Official Signature of SUBRECIPIENT

Authorized Official Name of SUBRECIPIENT

Authorized Official Title of SUBRECIPIENT

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

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

V. Funding Agency Changes

The SUBRECIPIENT shall at all times comply with all applicable state and federal agency regulations, policies, procedures and directives, including without limitation

those listed directly or by reference in the funding agreement between such agency and COG, as they may be amended or promulgated from time to time during the term of this Contract. SUBRECIPIENT failure to comply shall constitute a material breach of this Contract.

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

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

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

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

VIII. No Government Obligation to Third Parties

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

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

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

X. Insurance Requirements

- A. 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 as ADDITIONAL INSURED. A copy of the certificate of insurance shall be filed with MWCOG 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 (Accord Form).
- B. Contractor shall obtain, and at all times keep in effect, automobile insurance on all vehicles used in this Contract with MWCOG 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 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. Termination - 49 U.S.C. Part 18

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

A. Termination for Convenience

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

B. Termination for Default [Breach or Cause]

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

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

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

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

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

A. Nondiscrimination

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

B. Equal Employment Opportunity

The following equal employment opportunity requirements apply to the underlying contract:

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

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

2. Age

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

3. Disabilities

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

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

XIII. Breaches and Dispute Resolution.

A. Disputes

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

B. Performance During Dispute

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

C. Claim for Damages

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

D. Remedies

Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between COG and the SUBRECIPIENT arising out of or relating to this agreement or its breach may be submitted by the parties for arbitration if the parties mutually agree, otherwise, such claims, counterclaims, disputes and other matters shall be decided by a court of competent jurisdiction within the District of Columbia.

E. Rights and Remedies

The duties and obligations imposed by the Contract and the rights and remedies available there under shall be in addition to and not a limitation of any duties,

obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by COG or the SUBRECIPIENT shall constitute a waiver or any right or duty afforded to them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.

XIV. Patent and Rights in Data.

A. Rights in Data

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

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

B. Patent Rights

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

1. General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or

discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and the SUBRECIPIENT agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until the federal funding agency is ultimately notified.

2. Unless the Federal Government later makes a contrary determination in writing, irrespective of the SUBRECIPIENT status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the SUBRECIPIENT agree to take the necessary actions to provide, through the federal funding agency, those rights in that invention due the Federal Government as described in the U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.
3. The SUBRECIPIENT also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with federal assistance.

XV. Interest of Members of Congress

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

XVI. Interest of Employees of COG

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

XVII. Interest of the SUBRECIPIENT

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

XVIII. 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.

XIX. Covenant Against Contingent Fees

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

commercial or selling agency maintained by the SUBRECIPIENT for the purpose of securing business.

XX. Insurance Requirements

- A. SUBRECIPIENT 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, as ADDITIONAL INSURED.
- B. A copy of the certificate of insurance shall be filed with MWCOG prior to the time any services are rendered. SUBRECIPIENT 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.
- C. SUBRECIPIENT shall obtain, and at all times keep in effect, automobile insurance on all vehicles used in this Contract with MWCOG to protect SUBRECIPIENT 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 SUBRECIPIENT in connection with the carrying out of this Contract. All such insurance shall name MWCOG as ADDITIONAL INSURED.
- D. SUBRECIPIENT shall, upon request, provide MWCOG 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.
- E. 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.
- F. When insurance coverage is renewed, SUBRECIPIENT shall provide new certificates of insurance prior to expiration of current policies to all contracting agencies.

XXI. Indemnification

The SUBRECIPIENT, acting as an independent SUBRECIPIENT, shall hold COG harmless from and shall be solely responsible, where found liable, for the payment of any and all claims for loss, personal injury, death, property damage, or otherwise, arising out of any act of omission or negligence of its employees or agents in connection with the performance of this work.

XXII. Severability

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

XXIII. Assignments

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

XXIV. Entire Agreement

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

XXV. Confidential or Personal Data

- A. COG respects the privacy or business interests involved in confidential or personal data. It is COG's policy to obtain confidential or personal data or store or allow storage of such data only -
 - 1. When necessary to fulfill COG's information-gathering and data collection responsibilities
 - 2. In conjunction with COG projects. COG intends to minimize risk of disclosure of such confidential or personal data.
- B. Whenever feasible and the requirements of a project allow, the names of survey participants or users of a website or other data collection method shall not be accepted, recorded, stored or retained.
- C. When COG engages in a project, which involves the collection or storage of confidential or personal information by or through use of surveys, websites or by other data collection, the following conditions shall be met:
 - 1. The survey, website or other collection method shall contain a set of conditions for use and a disclaimer of any COG liability for use, in language approved by COG in writing.
 - 2. The party(ies) working with COG shall demonstrate adherence to a federal or applicable state standard for protecting confidential or personal information.
 - 3. The confidential or personal information collected or stored by or through the survey, website or other data collection shall be kept confidential. All necessary steps shall be taken to protect the privacy of the users of the website or other data collection. Any confidential or personal information provided by users of the website or other data collection, including but not limited to their names and addresses, shall be protected.
 - 4. COG shall retain control over and ownership of all surveys, web pages, control files and scripts, database schema, and database contents, in addition to all content which is published on or stored by the website or other data collection, unless COG specifically agrees in writing otherwise.
 - 5. No release of any announcements intended for public dissemination concerning the collection or storage of such information by or through the survey, website or other data collection shall occur until COG has given prior written authorization, unless COG specifically agrees in writing otherwise.

6. In the event that information collected or stored by or through the survey, website or other data collection shall be stolen or handled incorrectly, the party(ies) working with COG on the PROJECT shall be responsible for any required notification to persons who have entered personal information in that system and all costs related thereto.
7. The PROJECT documents shall provide that other parties working with COG on the survey, website or other data collection or storage shall indemnify COG with at least the following commitment:

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

XXVI. COG's Policies and Procedures

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

XXVII. COG's Information Technology Policy

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

XXVIII. COG's Facilities, Policies, and Procedures

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

XXIX. Additional Requirements

In addition to the terms and conditions expressly referenced in this Contract, the SUBRECIPIENT acknowledges and agrees that the terms and conditions of any federal or state grant that provides funding for this Contract, in whole or in part, shall

apply to and shall govern the parties' rights and obligations under this Contract and shall be deemed additional terms, conditions and requirements of this Contract.

XXX. DBE Assurance

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

XXXI. Audits

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

XXXII. FFATA Reporting

- A. The Federal Funding Accountability and Transparency Act ("FFATA") requires prime recipients of federal grants and contracts to report sub-award and executive compensation data. COG is the prime recipient of federal awards for the purposes of this policy and is responsible for reporting sub-award data.

- B. COG and first-tier sub-awardees are required to maintain current registration in the System for Awards Management ("SAM") as well as obtain a DUNS number. COG is responsible for filing the report in the FSRS system, not sub-awardees. However, sub-award recipients must provide the following information to COG before they will be eligible to receive the sub-award:
 - 1. The entity's information
 - 2. Description and/or title of the sub-award (including NAICS code or CFDA number)
 - 3. Date and amount of award
 - 4. Location of the entity receiving the award and the primary location of performance under the award, including the city, state, congressional district, and country
 - 5. Active and current SAM unique identifier
 - 6. DUNS number
 - 7. Names and total compensation of the five (5) highest paid officers/executives of the sub-recipient if all three criteria are met:

- a) Federal awards make up 80% or more of the SUBRECIPIENT's annual gross revenues
- b) The SUBRECIPIENT's annual gross revenue from federal awards is \$25 million or more
- c) The SUBRECIPIENT's officer names are not publicly available and the public does not have access to data on executive compensation of the entity through the Securities and Exchange Commission (SEC) as described in further detail in OMB Guidance on Sub-award and Executive Compensation Reporting (August 27, 2010)

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

XXXIII. Priority of Requirements

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

- 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 F 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.

**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 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.

Vendor understands that a false statement on this certification may be grounds for rejection of any submitted proposal or quotation or termination of any award. In addition, under 18 U.S.C. § 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
CONTRACT REFERENCES**

CONTRACTOR: _____

PROVIDE NO LESS THAN THREE (3) AND UP TO 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.

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: _____

7. Team Member(s) Involved: _____

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: _____

7. Team Member(s) Involved: _____

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: _____

7. Team Member(s) Involved: _____

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: _____

7. Team Member(s) Involved: _____

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: _____

7. Team Member(s) Involved: _____

Attachment D

COG Cooperative Rider Clause

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

I. Format

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

II. Terms

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

III. Other Conditions - Contract and Reporting

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

Semi-annual reporting Due Dates beginning from Contract execution:

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

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

IV. Participating Members

COG Member Governments

• District of Columbia

Maryland

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

Virginia

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

Other Local Governments

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

Public Authorities/Agencies

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

- Washington Metropolitan Area Transit Authority
- Washington Suburban Sanitary Commission

School Systems

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

State Agencies

- Maryland-National Capital Park and Planning Commission
-

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

EXHIBIT A
Reference Document

- Potomac Interceptor Hydraulic Modeling Report, July 17, 2003, prepared by Metcalf & Eddy provided as a separate document marked Exhibit A.

EXHIBIT B
Reference Document

- 2010 presentation “Potomac Interceptor Flow Capacity Assessment for Blue Plains, IMA Negotiating Team Operating Agency Work Group” provided as a separate document marked Exhibit B.