



REQUEST FOR PROPOSAL 20-008

REGIONAL ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING

Proposers shall submit electronic copy with the complete proposal to:

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, May 15, 2020

NOTE: See lockbox submission instructions in Section VIII

**REQUEST FOR PROPOSAL
RFP 20-008**

Release Date April 17, 2020

REGIONAL ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING

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, collaborating to end the experience of homelessness and promoting child welfare and housing affordability 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.

COG has been a regional and national leader in promoting fair housing and assisting local jurisdictions in meeting U.S. Department of Housing and Urban Development (HUD) requirements. Highlights of these activities include: the adoption of a Fair Share Housing Plan in 1972 (the second to be adopted in the nation); hosting a widely-attended conference on the 1988 new accessibility requirements; completion of a local and regional fair housing analysis of impediments in 1997 that included 8 of the 9 area local jurisdictions required to prepare an Analysis of Impediments (AI). This regional AI received a HUD best practices award; and a March 2016 full-day training and information-sharing session on the Assessment of Fair Housing with a special emphasis on the data component.

II. PROJECT OVERVIEW AND BACKGROUND

As part of its responsibilities to Affirmatively Further Fair Housing (AFFH) under the Fair Housing Act, the local participating jurisdictions are seeking a contractor to assist them, COG, and local Public Housing Authorities (PHAs) in completing a Regional Analysis of Impediments to Fair Housing Choice in accordance with HUD requirements.

HUD encourages local governments to collaborate regionally. The participating jurisdictions have determined that, given the metropolitan Washington region's shared transportation system, housing markets, and job centers, a multi-jurisdictional analysis with coordinated goals and strategies to address fair housing challenges may strengthen local efforts and result in improved outcomes for current and future residents' fair housing choice throughout the region.

From its inception, the Fair Housing Act and subsequent laws reaffirming its principles not only prohibited discrimination but imposed a duty to affirmatively further fair housing. This is a mandate for all jurisdictions which receive federal entitlement funds described under Section 808(e)(5) of the Fair Housing Act. Each local jurisdiction must certify in its Consolidated Plan that federal entitlement funds will be used to affirmatively further fair housing in all of its housing programs. The Fair Housing Act and its regulations apply to all housing transactions regardless of public or private financing.

The Analysis of Impediments to Fair Housing Choice (AI) is a planning document that is prepared for and submitted to HUD as a requisite to receiving entitlement funding. An AI is a comprehensive review of a state's or entitlement jurisdiction's laws, regulations and administrative policies, procedures and practices. An AI involves an assessment of how these laws, regulations, policies and procedures affect the location, availability, and accessibility of housing, and how conditions, both private and public, affect fair housing choice.

In order to complete a successful analysis of impediments to fair housing choice, each participating jurisdiction must conduct a local Analysis of Impediments to Fair Housing Choice, take appropriate actions to overcome the effect of any impediment found, and maintain records of the analysis and actions taken to remedy the impediment.

The contractor is to compile all of the required information into a single report, with appropriate explanations and analysis to interpret the information, as well as provide recommendations to eliminate impediments where they are found. The regional AI will incorporate local fair housing analyses with regional data to present a comprehensive picture of impediments to fair housing choice in the region along with local and shared regional goals to remedy those impediments.

Building upon prior local AIs, the participating jurisdictions will use the following areas of analysis to ensure that a review of federal and local data and knowledge is consistent across all jurisdictions. These include:

- Demographic summary;
- Patterns of segregation and integration;
- Racially and ethnically concentrated areas of poverty;
- Disparities in access to opportunity;
- Disproportionate housing needs; and
- Disability and accessibility analysis.

The guiding document for the regional AI is HUD's Fair Housing Planning Guide, available online at <https://www.hud.gov/sites/documents/FHPG.PDF>

The participating jurisdictions have identified the District of Columbia as the lead administrative agency with the responsibility to submit the regional AI to HUD in 2021. Other participants include in the State of Maryland, Montgomery County, and in the Commonwealth of Virginia, the city of Alexandria, Arlington County, Fairfax County, Loudoun County and Prince William County. Participating PHAs include the District of Columbia Housing Authority, Alexandria Redevelopment and Housing Authority, Housing Opportunities Commission (HOC) of Montgomery County, Fairfax County Redevelopment and Housing Authority and the Rockville Housing Enterprises. The PHAs will share critical insight and knowledge regarding access to fair housing and participate in reviewing and preparing the regional AI plan document.

COG and its participating jurisdictions have been preparing for the regional AI process and have created a Project Team and formed relevant subcommittees (data, community engagement, and public relations) to assist with preparing the regional AI. An Advisory Committee will help shape and evaluate feedback from the community engagement process as well as review key draft documents. HUD has also assigned a technical assistance provider to support collaboration and cooperation among the participants. The selected contractor will work collaboratively with COG, the Project Team, HUD, and its Technical Assistance provider.

III. SCOPE OF WORK

COG and its Project Team members are seeking a contractor with demonstrated knowledge of fair housing and experience in data analysis, meeting facilitation, working with diverse stakeholders and local governments, and coordinating with partners across multiple jurisdictions to draft a regional AI.

The selected contractor should have the skills and experience to complete the following tasks:

Task 1: Project Plan and Management

- A. In collaboration with COG staff, members of the Project Team, HUD and its Technical Assistance provider, the contractor shall create a project timeline and plan that includes (at a minimum):
 1. Review and update of existing project timeline for completion of the regional AI plan document by April 30, 2021.
 2. Implementation plan for conducting community and stakeholder engagement in the region and presentation to relevant governing bodies in select jurisdictions (described further under Task 3).
- B. The contractor shall submit a timeline for milestones and deliverables within 10 business days of contract award. COG will submit any feedback on the proposed timeline to the contractor within 5 business days.
- C. The contractor will be responsible for coordinating with COG, Project Team members and the HUD Technical Assistance provider to hold monthly and/or bi-weekly project meetings, ensuring that completion of products and deliverables remains on schedule, and providing assistance to local jurisdictions and COG as needed to complete tasks successfully.

Task 2: Data Collection and Analysis

- A. The contractor shall use HUD-provided data as well as other federal and local sources of knowledge to address impediments to fair housing choice. Elements of the regional AI shall include the following:
 - Demographic summary;
 - Segregation and integration;
 - Racially or Ethnically Concentrated Areas of Poverty (R/ECAPs);
 - Disparities in access to opportunity;
 - Disproportionate housing needs among classes protected by the Fair Housing Act;
 - Publicly supported housing analysis;
 - Disability and accessibility analysis;
 - Fair housing enforcement, outreach, and resources; and
 - Fair housing goals and priorities.
- B. As part of the regional AI, the contractor will prepare a local analysis of impediments to fair housing for the city of Alexandria, Fairfax County, Loudoun County, Montgomery County and Prince William County. Local analysis should include an assessment of conditions, both public and private, affecting fair housing choices for all protected classes covered in each jurisdiction, including but not limited to: local laws, ordinances, regulations, policies and procedures; mortgage lending; foreclosure patterns; insurance sales and underwriting; property appraisal; realtors; mortgage brokerage; and property management.

- C. Arlington County completed a local fair housing data analysis in 2019 and the District of Columbia is completing an update to its current AI. The contractor will be responsible for integrating the completed elements of the local analysis from Arlington County and the District of Columbia into the regional AI. The contractor may need to include additional information for Arlington County and the District of Columbia to ensure consistency in data elements across all participating jurisdictions. Although not a party to this solicitation, data from the Prince George's County, Maryland AI should be included in the regional analysis of this AI when it becomes available in 2020. Prince George's County will participate in data sharing and analysis with the contractor.
- D. The contractor should use quantitative, as well as qualitative, sources of information to inform the regional AI. This may include focus group meetings or interviews with stakeholders from multiple sectors, including government, non-profit, community-based organizations, private business, advocacy, legal, educational or research institutions, and other groups which work with protected classes.
- E. Based on this analysis, the contractor should identify factors that contribute to the demographic patterns and disparities identified, which will form the basis for recommendations for local and regional goals in the final regional AI.
- F. The initial analysis shall be incorporated into a draft power point presentation to share with stakeholders. Draft presentations shall be available 2 weeks in advance of any stakeholder meetings to allow Project Team members and participants an opportunity to review the information in advance.
- G. COG has the capacity to create the maps required for the AI based on HUD and local data and offerors may opt to include this part of the data analysis in their proposal as a separate cost item. COG and the Project Team will determine if it is more cost effective for the contractor to complete this task.
- H. As part of the separately submitted cost proposal, the offeror is requested to provide an estimate for the data collection component, per jurisdiction, to allow Project Team members the option of providing the data using their own resources.

Task 3: Development and Facilitation of a Robust Community Engagement Process

- A. Together with COG, the Project Team, and the HUD Technical Assistance provider, the contractor will assist with implementing a meaningful community engagement process that can be tailored for different geographies and audiences.
- B. The existing Regional Fair Housing Project Team, together with the HUD Technical Assistance provider and COG, will design the basic components of an engagement process and meeting format so that information gathered is specific to each community, but key components are consistent region wide. The contractor will then work with each jurisdiction to support and implement the engagement process.
- C. Once the initial messaging and process has been developed and reviewed by the Project Team, the contractor will be responsible for gathering community input through a variety of different methods, including in-person stakeholder focus groups, interviews, or any public survey that may be needed.

- D. The contractor will coordinate public meetings and hearings, including any necessary advertising in select jurisdictions. Participating jurisdictions may explore alternative methods to gather input from individuals and groups serving protected classes, and those whose perspectives may be less likely to be heard in community outreach activities, such as those with limited English proficiency. Project Team members will coordinate logistics for any community meetings with the selected consultant.
- E. Cost estimates for Task 3 should incorporate the following:
1. City of Alexandria, Virginia, requests full assistance with community engagement activities;
 2. Arlington County, Virginia, is engaging its residents around its [Housing Arlington](#) program. Contractors shall coordinate with county staff to use this platform to gather current resident and stakeholder input to incorporate into the local and regional AI document. Offerors are also requested to provide pricing for additional engagement opportunities outside of the Housing Arlington program;
 3. District of Columbia is engaging residents through its current AI process and through the [Housing Framework for Equity and Growth](#). Contractors should coordinate with District staff to use this platform to gather current resident and stakeholder input to incorporate into the local and regional AI document. Offerors are also requested to provide pricing for additional engagement opportunities specifically focused on fair housing, similar to engagements conducted for the AI and Housing Equity Framework report.
 4. Fairfax County, Virginia, requests full assistance with community and stakeholder engagement activities;
 5. Loudoun County, Virginia, is engaging its residents around its [Unmet Housing Needs Strategic Plan](#). Contractors should coordinate with county staff to use this platform to gather relevant information and incorporate into the local and regional AI plan document. Offerors are also requested to provide pricing for additional engagement opportunities outside of the strategic planning process.
 6. Montgomery County, Maryland, anticipates a need for 5 public meetings and requests a per-meeting cost for full contractor assistance.
 7. Prince William County, Virginia, requests full contractor assistance with community engagement activities.
- F. In responding to this solicitation, offerors shall differentiate the cost to conduct engagement activities in each separate jurisdiction. For jurisdictions requesting full community engagement assistance, the offeror shall include a recommendation regarding the overall number and type of meetings needed; input required to identify, advertise and promote such events; and the need for any alternative methods for the contractor to engage in public meetings or hearings, noting which ones and how many.
- G. Each Project Team member has the discretion to determine if it would be more cost effective for the contractor or local government staff to carry out the functions described above in Task 3.E. 1 - 7.
- H. Feedback from stakeholder engagements and other public meetings shall be documented and submitted to the Project Team members for review. The contractor will incorporate this feedback into the draft regional AI.

- I. The contractor shall ensure that the community participation process is equally responsive to the unique challenges of the smaller, less densely populated areas of the participating jurisdictions' areas.

Task 4: Incorporate Public Comments and Feedback to Draft Regional AI

- A. The contractor shall compile comments delivered from in-person meetings, stakeholder engagements, and/or submitted online via email or through the project website (which will be developed and maintained by COG).
- B. The Project Team will create a template for capturing feedback from engagements to ensure that information gathered is consistent across each jurisdiction.
- C. The contractor will work with the Advisory Committee, COG, Project Team members and Technical Assistance provider to prioritize feedback and identify key themes to incorporate into the findings and recommended actions to be taken locally and/or regionally and described in the final plan document.

Task 5: Draft Regional AI and Recommended Actions

- A. The contractor shall submit a draft document to the Regional AI Project Team for review and comments using local data and knowledge to supplement federally available sources, including U.S. Census Bureau data, HUD, Home Mortgage Disclosure Act (HMDA) data, and others.
- B. As part of the regional AI plan development, the contractor shall review past goals and actions by the Project Team members and evaluate progress against the milestones and metrics developed by each participating jurisdiction to inform future actions and strategies.
- C. The draft regional AI must incorporate local data analysis conducted during 2019 by Arlington County, Virginia, as well as the AI for the District of Columbia. Data from the Prince George's County AI should be incorporated into the regional analysis when the plan becomes available.
- D. Building upon the community engagement process, and prior to drafting the regional AI, the contractor will assist in identifying and prioritizing contributing factors that negatively impact fair housing choice and are to be addressed by strategies and goals in the final regional AI. The contractor, together with the Advisory Committee, will guide Project Team members in prioritizing contributing factors as well as actions and strategies to remedy impediments to affirmatively further fair housing. Once these key recommendations have been identified and vetted with the Project Team and Advisory Committee, the contractor will proceed with drafting the full document.
- E. The draft regional AI shall be submitted to COG in a hard copy and digital format along with digitized supporting research materials including statistical analysis, meeting notes and minutes, and interview transcripts. The draft document shall be submitted by the contractor to the Project Team by March 31, 2021, for review, editing, and vetting with residents and stakeholders.

Task 6: Design and Layout of Final AI (Optional)

- A. Offerors may propose editorial and graphic design services to lay out the final document in a more concise reader-friendly document that summarizes key findings and recommendations, as well as any relevant graphics, to be read by a wide audience. The offeror may recommend formats for those with Limited English Proficiency as well.
- B. If offeror does not propose carrying out this function, the contractor will need to submit the final text and graphics to COG for layout and distribution.

IV. CONTENT OF PROPOSAL

A. Format

All Offerors must submit their proposals following the prescribed format. Adherence to the proposal format by all Offerors will ensure a fair evaluation regarding the needs of COG.

Offerors not following the prescribed format will be deemed non-responsive. The letter transmitting the proposal must be signed by an officer authorized to bind the Offeror. The proposal must include the following:

1. Section 1. Qualifications of the firm and key personnel
 - a. This section shall provide the professional credentials and expertise of the Offeror and key personnel assigned to this project.
 - b. Although standard personnel resumes may be included as attachments to the proposal, amplification specific to this solicitation is required in this section.
 - c. The absence of such project specific information shall cause the proposal to be deemed non-responsive.
2. Section 2. Proposed method to accomplish the work
 - a. In this section of the proposal, Offerors must provide a detailed description of their approach for accomplishing the tasks specified herein.
 - b. This section shall include a work plan, schedule, and a project management plan that will detail all lines of authority and communication which will support all the project requirements and logically lead to the deliverables required in this RFP.
 - c. A matrix shall be provided which will identify, by task, key personnel assignments and the number of anticipated hours for those personnel by task.
 - d. Timely completion of the tasks outlined for this PROJECT is of critical importance. Offerors are to provide a brief description of their current projects and the availability of key personnel proposed in this PROJECT.
3. Section 3. Cost proposals for the Offeror and any Subcontractor(s).

This section shall provide the total costs by work task, and by jurisdiction for the data collection and analysis and community engagement tasks, including all expenses, profits and fees to be charged to COG for providing the services described above.

4. Section 4. References of the Contractor and any Subcontractor(s)
 - a. The Offeror and any Subcontractor shall provide at least 3 references who COG may contact regarding similar work performed.
 - b. Offerors may provide letters of reference from previous relevant clients. Names, titles, addresses and telephone numbers shall be included for each reference.
 - c. All 3 of these references shall include work in which the key personnel proposed to COG have been assigned. **See Attachment C.**

B. Proposal Document Organization

1. Offerors shall submit a cover letter to COG Contracts and Purchasing Manager, (address above) signed by an authorized principal or agent of the Offeror, which provides 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.
2. The letter should also include a statement by the Offeror accepting all terms and conditions contained in this RFP or indicate any exceptions. Exceptions should be attached to the letter.

The written proposal shall be organized to match the headings delineated below:

- a. Letter of Interest
 - b. Table of Contents
 - c. Executive Summary
 - d. Qualifications of the Firm and key Personnel
 - e. Proposed method to accomplish the work
 - f. References (**See Attachment C**)
3. Separate Submission
 - a. Cost Proposal
 - b. DBE Plan

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

The proposals will be evaluated by a technical selection committee. The selection committee may hold, at COG's option, a pre-selection meeting with the top-ranked Offerors.

The final recommendation for selection to the COG Contracting Officer may be made based upon interviews and/or a best and final offer submitted by the Offerors, if required by the selection committee. In evaluating the proposals, the following factors will be considered, with points awarded up to the maximum shown:

Factor	Points
Understanding and methodology used for the project and proposed approach to providing services as described in the Scope of Work	25
Demonstrated fair housing knowledge and experience of key personnel and availability of key personnel	35
Cost and Price Analysis	25
DBE Participation	15
Total Points	100

VI. DISADVANTAGED BUSINESS ENTERPRISE

- A. Disadvantaged Business Enterprise (“DBE”) participation shall be an integral component of the Contractor selection process for this RFP. COG's DBE Policy may be viewed on its website www.mwcog.org. 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).
- 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 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 this invitation, and will not discriminate on the grounds of race, color, sex, or national origin in consideration for an award.
- C. **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.
- 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". In the event of a tie score between 2 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

VII. PROPOSAL QUESTIONS

- A. 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: gcrichlow@mwkog.org no later than 7 business days prior to the deadline.
- B. All questions will be answered via addendum and posted on COG's website 5 business days after the cut-off date.
- C. No questions will be accepted following the cut-off date.

VIII. SUBMISSION DATE AND LOCKBOX INSTRUCTIONS

- A. Proposals shall be received via "Lockbox" by no later than 2:00 p.m. EDT, May 15, 2020.
- B. Submissions for this RFP **must** be made electronically to COG's solicitation "Lockbox."
- C. Lockbox Submission Instructions are as follows:
 1. Proposals may not be submitted through hard copy, fax or other electronic methods except as designated below.
 2. Please use the 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://mwkog.net>.

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

To register:

- Go to the portal at <https://mwkog.net> and click the Vendors listing the left menu on the page.
 - Click Register and fill out the form. NOTE: 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. If the firm is already registered in the VRS then this step can be skipped. The vendor will need to have their Vendor ID and VIN numbers handy.

- iii. Submission – Once registered in the VRS system go to the website at <https://mwcog.net> and click on Solicitation Listings tab.

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

Click on the LOCKBOX button.

If 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:

- 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@mwcog.org
- c. DO NOT email submissions directly to COG they will be disqualified.

VII. RFP 20-008 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 – Non-Collusion and Debarment Affidavit	___	___
• 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

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

The resulting Contract will constitute 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 will be superseded by the 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, 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, 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

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.

VIII. Additional Terms and Conditions

Participating entities may also have need of additional terms and conditions specific to their local requirements.

IX. 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.

X. 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.

XI. 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.

XII. 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.

XIII. 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 MWCOG 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.

XIV. Payments

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

XV. 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 MWCOG 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.

XVI. 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 MWCOG and/or members. The acceptance of the work set forth herein by MWCOG and/or members shall not relieve the Contractor of the responsibility of subsequent corrections of such errors.
- B. Set Off. MWCOG 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 MWCOG 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 MWCOG/ 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.

XVII. 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, 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.

XVIII. 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.

XIX. 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.

XX. Survival

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

XXI. 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.

XXII. 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.

XXIII. 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.

XXIV. Time is of the essence

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

XXV. Whole Contract

The resulting 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 4/2/2020)

**ATTACHMENT B
NON-COLLUSION AND DEBARMENT AFFIDAVIT**

DATE _____

TO: Metropolitan Washington Council of Governments,
777 North Capitol Street, NE, Suite 300
Washington, DC 20002

To Whom It May Concern:

This is to certify that the undersigned bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this Bid submitted to the Metropolitan Washington Council of Governments & Mid-Atlantic Purchasing Team.

In addition, the bidder also certifies that they are in good standing and not on any debarred lists with any government agency including Local, Federal and State Governments.

Bid _____

Name of Bidder _____

Signature

Title of Authorized Representative

Swore to and subscribed before me this _____ day of _____,
20____

My commission expires _____, 20____.

Notary Public

(Notary Seal)

**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:

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

6. Team Member(s) Involved: _____

Reference Number 2

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

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

6. Team Member(s) Involve: _____

Reference Number 3

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

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

6. Team Member(s) Involved: _____

Reference Number 4

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

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

6. Team Member(s) Involved: _____

Reference Number 5

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

Phone Number of POC: _____ Email: _____

3. Approximate Value of Contract: _____
4. Duration of Contract: _____
5. Description of Services Provided: _____

6. Team Member(s) Involved: _____

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 must provide semi-annual contract usage reporting information to COG, including but not limited to quantity, unit pricing and total volume of sales by entity on demand and without further approval of Participating Agency;

Semi-annual reporting Due Dates beginning from Contract execution:

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

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

II. Participating Members

COG Member Governments

• District of Columbia

Maryland

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

Virginia

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

Other Local Governments

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

Public Authorities/Agencies

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

- Washington Metropolitan Area Transit Authority
- Washington Suburban Sanitary Commission

School Systems

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

State Agencies

- Maryland-National Capital Park and Planning Commission

BALTIMORE METROPOLITAN COUNCIL

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

**ATTACHMENT D
COG RIDER CLAUSE**

Sample Approval Form Only – Do not fill out

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

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

Participating Agency Name _____

Contact Person _____

Phone _____ Email Address _____

Solicitation/Contract Information:

Name Solicitation/Contract _____

Lead Agency/Contract Holder _____

Contact Person _____

Solicitation/Contract Number _____ Other Reference _____

Vendor Information:

Contractor Name _____

Address _____

City/State/Zip _____

Contact Person _____

Phone _____ Email Address _____

See questions on next page.

Questions -

YES NO

- | | | |
|---|-------|-------|
| 1. Is the Contract active and currently in force? | _____ | _____ |
| 2. Is the Participating Agency’s specifications/scope of work the same or very similar to that in the Contract? | _____ | _____ |
| 3. Is riding this Contract within the rules and regulations of the Participating Agency and approved by the Participating Agency’s Purchasing Department? | _____ | _____ |

Participating Entity

Metropolitan Washington Council of Governments

Name _____

Name _____

Title _____

Title _____

Signature _____

Signature _____