



Revised version effective 9/1/2020  
(see Addendum 2)

**REQUEST FOR PROPOSAL 21-004**

**CLEAN AIR PARTNERS  
STRATEGIC MARKETING, MEDIA, AND FUNDRAISING SERVICES**

**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. EST 9/30/2020**

***NOTE: See lockbox submission instructions in Section IX***

**REQUEST FOR PROPOSAL  
RFP 21-004**

Release Date 08/28/2020; Revised and reposted 9/1/2020

**CLEAN AIR PARTNERS  
STRATEGIC MARKETING, MEDIA, AND FUNDRAISING SERVICES**

**I. SUMMARY**

Services Requested	Services of an expert marketing and communication firm.
Contract type	COG anticipates awarding a time and materials contract in an amount not to exceed \$190,000. The contract amount does not include the cost of sponsor campaigns or events, which will be determined by additional funds secured from sponsors.
Duration	The Period of Performance shall commence on January 1, 2021 and continue through December 31, 2021. At COG'S discretion, the period of performance may be extended without re-competition for up to two (2) 1-year periods.
Payment method	Net 30
Planned duration of RFP advertisement	Approximately 4 weeks
Start of advertisement period for RFP	August 28, 2020
Deadline for questions about RFP	10 working days before the deadline
Deadline for COG responses to questions	5 working days before the deadline
Deadline for proposals	September 30, 2020, at 2:00 p.m. Eastern Daylight Time

**II. 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 legislatures, the Virginia legislatures, and the U.S. Senate and House of Representatives.

COG has a staff of more than 130 professionals, including transportation engineers, urban planners, civil and water engineers, and public safety experts. Most work in the Transportation Planning, Environmental Programs, Community Planning and Services, and Homeland Security and Public Safety departments. Additionally, COG staff members support several administrative and agency-wide member services, such as accounting and finance, contracts and purchasing, human resources, information technology and facilities, communications, and member and government relations.

Every month, more than a thousand officials and experts come to COG to learn about the latest trends and data, share best practices, and develop solutions to the region's major challenges. Elected leaders, police chiefs, housing directors, environmental experts, transportation planners, and more find value in working together at COG.

The Board of Directors is COG's governing body and is responsible for its overall policies. The National Capital Region Transportation Planning Board and the Metropolitan Washington Air Quality Committee are independent policy boards staffed by COG. In addition to these boards, a wide network of policy, technical, and advisory committees advance COG's regional work.

### III. PROJECT OVERVIEW AND BACKGROUND

Clean Air Partners is a public-private partnership that educates the greater metropolitan Baltimore-Washington region about the health risks associated with poor air quality and the impacts everyday actions have on the environment. Clean Air Partners began informally in 1994 and was subsequently chartered as a semi-independent formal organization by the Metropolitan Washington Council of Governments (COG) and the Baltimore Metropolitan Council (BMC) in 1997. The organization serves the metropolitan Washington-Baltimore region.

For more than 20 years, Clean Air Partners has empowered individuals and organizations to take simple actions to protect public health, improve air quality, and reduce greenhouse gas emissions. By working with local businesses, schools, private and public organizations, sports and recreation organizations, and the media, Clean Air Partners implements a year-round campaign designed to empower individuals to take simple actions to reduce air pollution and protect public health.

Clean Air Partners provides forecasted and real-time air quality information to individuals and organizations through a free mobile application, website, and EPA EnviroFlash email notification system. Educating children is also an important part of the Clean Air Partners program. Clean Air Partners developed the "On the Air" interactive education curriculum to help students learn about the impact poor air quality has on their health and the environment. "On the Air" provides teachers with the tools and resources to lead hands-on activities, such as labs and investigations, to help students engage in the exploration of air pollution topics. "On the Air" has been presented to tens of thousands of students in the greater metropolitan Baltimore-Washington region during the regular school year and through summer camp programs. More information on Clean Air Partners can be found at [www.cleanairpartners.net](http://www.cleanairpartners.net).

#### Period of Performance

The Period of Performance shall commence on January 1, 2021 and continue through December 31, 2021. At COG'S discretion, the period of performance may be extended without re-competition for up to two (2) 1-year periods.

**Type of Contract**

COG anticipates awarding a time and materials contract in an amount not to exceed \$190,000. The contract amount does not include the cost of sponsor campaigns or events, which will be determined by additional funds secured from sponsors.

**IV. SCOPE OF WORK**

- A. To support Clean Air Partners, COG is seeking the services of an expert marketing and communication firm. The objective of this RFP is to solicit innovative proposals from qualified vendors to implement the Clean Air Partners' marketing, public relations, and fundraising program in the metropolitan Baltimore-Washington region. The goal of Clean Air Partners is to encourage businesses and individuals to take voluntary actions to improve the region's air, such as teleworking, taking transit, carpooling, and using electric lawn and garden equipment. The marketing campaign associated with the program will be multidimensional, using a variety of methods to reach targeted audiences.
- B. The contractor must provide all the benefits of a recognized full-service marketing/advertising/public relations agency to develop and implement a comprehensive multi-year marketing plan for 2021-2023. The comprehensive plan shall use existing resources such as public awareness surveys, campaign results, and other research performed for Clean Air Partners. The plan shall identify target audiences, draw on existing research, define marketing objectives, recommend marketing strategies and appropriate outreach vehicles, and make recommendations of detailed action plans to achieve the stated objectives. The contractor is encouraged to recommend innovative marketing techniques in the plan and to address how the general public is receiving their information given the current state of affairs. The plan will be presented to and approved by the Board of Directors.
- C. The contractor will utilize current as well as develop new program materials, which may include digital, radio and transit ads, and recommend and place advertising in various media outlets. The contractor shall develop and implement the program's campaign(s) that are included in the marketing plan and approved by the Board of Directors and sponsors.
- D. The contractor shall provide public relations assistance for the Baltimore-Washington region throughout the year that will position Clean Air Partners as the local air quality expert. The contractor will utilize Clean Air Partners experts (Board of Directors, Managing Director, Education Program Manager) as spokespeople to promote Clean Air Partners' initiatives. The contractor will provide media clips of interviews and media coverage of Clean Air Partners that occur during the year and prepare a comprehensive recap for Clean Air Partners and its sponsors.
- E. The contractor will identify and secure funding that supports the mission of Clean Air Partners. The contractor will develop a strategy (to be included in the comprehensive marketing plan) to meet fundraising goals as set by the Board of Directors. The current fundraising goal is \$70,000. Strategies may include, but is not limited to, funding through new and existing sponsors, grants, individual donations, and fundraising events.

The contractor will reach out and meet with prospective organizations to cultivate partnerships, either financial and/or in-kind trade donations, in the metropolitan Washington-Baltimore region. Fundraising staff must reside in the Baltimore-Washington region and have demonstrated success in raising funds from diverse sources, including local and national corporations, foundations, government agencies, grants, and public donations through fundraising campaigns.

- F. The contractor will report to the Clean Air Partners Managing Director and the Board of Directors. The Managing Director will coordinate the contractor's plans and actions with the Marketing Committee, Finance Committee, and Board of Directors.
- G. The contractor shall perform the following tasks and produce the following work products:
  - 1. Project Management: Attend Board of Directors, Marketing Committee, and other subcommittee meetings and conference calls as well as develop presentations for those meetings as requested by the Managing Director. The Managing Director may also require specific contractor personnel to attend meetings. Estimated number of in-person meetings is 4 per year. Attend monthly conference calls with the Managing Director.
  - 2. Marketing Plan: Develop a comprehensive multi-year strategic marketing plan for 2021 - 2023. This marketing plan should be created with industry feedback including but not limited to: public awareness surveys, community focus groups, Board member interviews, testimonials and social media post, and other review that will help tailor the marketing plan to meet the goals of the Clean Air Partners program and have the greatest overall impact to program awareness.
  - 3. Materials and Web Support: Develop new and revise existing program materials (print and digital), such as rack cards, infographics, ads, and partner toolkit. As needed, develop new and revise existing outreach materials to support the "On the Air" school program. Provide graphics, images, and content for the website. Provide quarterly analytics on the results of marketing campaigns impacting the program initiatives (i.e. google analytics).
  - 4. Social Media: Support social media by providing dynamic content to engage residents, teachers, students, and organizations to join the conversations surrounding the region's air quality. Develop and implement various strategies, such as contests, campaigns, and advertisements. Provide quarterly analytics on the results of the campaigns impacting social media channels.
  - 5. Media Campaign(s): Produce, negotiate, and coordinate Board of Directors approved media campaigns through-out the year. This may include digital, transit, radio, and television advertising. Campaigns should also include innovative marketing strategies to address how the general public is receiving their information given the current state of affairs. The type of campaign(s) will be determined by funding from Clean Air Partners and its sponsors. Provide media clips and annual recap binders to Clean Air Partners and its sponsors. Deliver all production media to be retained by the Managing Director.

6. Public Relations: Provide public relations assistance for Clean Air Partners in the Baltimore-Washington region. Secure media interviews and media coverage to increase public awareness on actions to improve the region's air and Clean Air Partners initiatives.
7. Event Support: Provide support for Clean Air Partners events including but not limited to the campaign kick-off and community outreach. Events may be in-person or virtual. Work with the Managing Director and Marketing Committee to plan the events.
8. Partner Outreach: Outreach to local businesses, corporations, non-profit organizations, and advocacy groups to build network of partners to promote Clean Air Partners messaging and initiatives. Provide coordination and secure trade advertising/partnerships with organizations such as local transit agencies. Negotiate trade advertising, secure agreements, and coordinate printing and delivery of artwork with transit agencies.
9. Fundraising: Develop fundraising strategy (to be included in the comprehensive marketing plan) to meet goals as set by the Board of Directors. The current fundraising goal is \$70,000. Secure funds through new and existing sponsors, grants, and other fundraising activities. Develop sponsorship packages, grant proposals, and fundraising initiatives and implement initiatives/campaigns. Identify funding opportunities and present to the Board of Directors for approval. Coordinate fundraising activities with the Managing Director and Board of Directors and attend meetings as requested. Baltimore-Washington region staff representation is required for this task.

## V. 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: Project Approach
  - a. Respondents shall describe in no more than eight (8) pages their understanding of the project and their approach for the completion of all of the tasks described herein.
  - b. Proposals should address personnel assignment and labor to meet the approximate level of effort.
2. Section 2: 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. Relevant experience should be described. Resumes should be included.
  - c. Respondents shall provide an affirmative statement that the key personnel provided for this project shall be available for duration of the project. Local in-person availability and/or travel requirements of personnel should also be discussed in this section.
3. Section 3: References of the Contractor and any Subcontractor(s) [Attachment C]
- 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.
4. Section 4: Cost Proposals for the Contractor and Any Subcontractor(s)

This section shall provide the hourly costs, including all expenses, profits and fees, and any travel costs that may be incurred to be charged to COG for providing the services described above. The staff proposed and their costs should be compared to the anticipated work requirements to develop an annual total cost for the project.

Also include the Disadvantaged Business Enterprise (DBE) plan in this section. See below Section VII.

**B. Proposal Document Organization – ADDENDUM 2**

1. Offerors shall submit a cover letter to COG Facilities and Purchasing Manager, Rick Konrad, 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 concerning the proposal may be directed.
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:

Technical Volume

- a. Letter of Interest
- b. Table of Contents
- c. Executive Summary
- d. Project Approach (Section 1)
- e. Qualifications of the firm and key personnel (Section 2)
- f. References (Section 3) [ **Attachment C**]

Administrative Volume

- a. Cost Proposal
- b. Proposal Response Form
- c. Attachment B - NON-COLLUSION AND DEBARMENT AFFIDAVIT
- d. Attachment E – DBE Plan
- e. Attachment A Exceptions only, if any

Special Attention: Attachment A – Terms and Conditions

- Acknowledge in the Proposal Response Form
- Note any exceptions in the Administrative Section
- Do not return

Attachment D – COG COOPERATIVE RIDER CLAUSE

- Acknowledge in the Proposal Response Form
- Do not return Attachment D
- It is there for Agency purposes only.

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

The proposals will be evaluated and ranked by a Selection Committee based on the evaluation factors in the chart following this section. The selection committee may hold, at COG's option, a pre-selection meeting with the top-ranked respondents.

The final recommendation for selection by the COG Contracting Officer may be made based final scores provided by the Technical Selection Committee and may include a best and final offer submitted by the Offerors.

In evaluating the proposals, the following factors will be considered, with points awarded up to the maximum shown below:



Factors	Points
Demonstrated direct relevant marketing and public relations experience of the contractor, its key personnel, and any subcontractors.	20
Demonstrated direct relevant fundraising experience of the contractor, its key personnel, and any subcontractors.	20
Experience with the Baltimore and Washington media markets and fundraising environment.	15
Knowledge of air quality and climate issues.	10
Demonstrated ability to innovate and quickly adapt to changes during the COVID-19 pandemic.	5
Cost & Price	15
DBE Participation	15
<b>Total Points</b>	<b>100</b>

**VII. DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

- 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](http://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 participating 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

**NOTE: Failure to have DBE participation does NOT disqualify a firm from being awarded a contract.**

**VIII. PROPOSAL QUESTIONS**

- A. All questions concerning the RFP must be submitted in writing to the COG Contracts and Purchasing Office at [purchasing@mwkog.org](mailto:purchasing@mwkog.org) with a courtesy copy to [rkonrad@mwkog.org](mailto:rkonrad@mwkog.org) no later than 10 business days prior to the deadline.
- B. All questions will be answered via addendum and posted on COG’s website 5 business days prior to the submission deadline.
- C. No questions will be accepted following the cut-off date.

**IX. SUBMISSION DATE AND LOCKBOX INSTRUCTIONS**

- A. Proposals must be received via “Lockbox” by the designated deadline (see cover page).
- B. Submissions for this RFP must be made electronically to COG’s solicitation “Lockbox.” No hardcopy proposals will be accepted.
- 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://mwcog.net>.

If proposer is not registered, please do this *before* trying to access 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. 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.
  - Be sure to complete registration at least 3 business days prior to submission date.
  - **If problems occur during registration please contact COG's provider at [customerservice@eepex.com](mailto:customerservice@eepex.com) and cc: [purchasing@mwkog.org](mailto:purchasing@mwkog.org)**
- c. DO NOT email submissions directly to COG they will be disqualified.

*(Remainder of page intentionally left blank)*

**X. RFP 21-004 Response Form (Checklist and Acknowledgement & Signature Section)**

Please include this form with the Price and DBE submission.

Proposer's Check List and Required Forms -

<u>ITEM</u>	<u>YES</u>	<u>NO</u>
• Attachment A - Acknowledge and accept Terms and Conditions (If <b>NO</b> - 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)	___	___
• Copy of plan and DBE Certificates (including subcontractors)	___	___
• 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, \$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. Civil Rights Requirements - 29 U.S.C. § 62, 42 U.S.C. § 2000, 42 U.S.C. § 602, 42 U.S.C. § 12112, 42 U.S.C. § 12132, 49 U.S.C. § 5332**

A. Nondiscrimination

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of federal law, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the CONTRACTOR agrees to comply with applicable federal implementing regulations. 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 CONTRACTOR agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq. (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect activities undertaken in the course of this PROJECT. The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. In

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

## 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 CONTRACTOR agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CONTRACTOR agrees to comply with any implementing requirements the funding federal agency may issue.

## 3. Disabilities

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

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

### **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 conformity 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 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 8/14/2020)*

**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: \_\_\_\_\_
- 1. Description of Services Provided: \_\_\_\_\_  
\_\_\_\_\_
- 6. Team Member(s) Involved: \_\_\_\_\_

Reference Number 3

- 2. Name of Client Organization: \_\_\_\_\_
- 3. Name and Title of Point of Contact (POC) for Client Organization:  
\_\_\_\_\_  
\_\_\_\_\_
- Phone Number of POC: \_\_\_\_\_
- Email: \_\_\_\_\_
- 4. Approximate Value of Contract: \_\_\_\_\_
- 5. Duration of Contract: \_\_\_\_\_
- 6. 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.

Other entities outside of the COG Region are eligible to use this Rider Clause with permission.

## 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 METROPOLITIAN 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.

**Note: This is NOT a vendor form.**

**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 \_\_\_\_\_

Attachment E

DBE Plan Goals Submission – Addendum 1

<b>PROPOSER</b>	Name: _____	
<b>Total Proposed Budget</b>	Value:\$ _____	
<b>DBE Plan</b>	Yes _____ No _____	
Check if Prime Contractor is a DBE _____. Certification Form Must Be Attached to this form.	Certification # _____	Expiration Date: _____
<b>DBE Certification</b>	State: _____	Certification Type: DBE (must be DBE)
	Certifying Agency: _____	

<b>DBE SUBCONTRACTOR 1</b>	Name: _____	
<b>Street Address</b>		<b>Tax ID #:</b> _____
<b>City, State, Zip</b>		<b>Website:</b> _____
<b>POINT OF CONTACT</b>	Name: _____	Title: _____
	Email: _____	Telephone: _____
<b>Subcontract Value</b>	<b>Cost \$</b> _____	<b>Percentage of total</b> _____%
<b>DBE Performance Period</b>	Start ___/___/___	End ___/___/___
<b>DBE Certification</b>	State: _____	Certification Type: DBE (must be DBE)
	Certifying Agency: _____	
<b>Certification Form Must Be Attached to this form</b>	Certification # _____	Expiration Date: _____

*Copy for additional DBE subcontractors*

<b>DBE SUBCONTRACTOR 2</b>	Name: _____	
<b>Street Address</b>		<b>Tax ID #:</b> _____
<b>City, State, Zip</b>		<b>Website:</b> _____
<b>POINT OF CONTACT</b>	Name: _____	Title: _____
	Email: _____	Telephone: _____
<b>Subcontract Value</b>	<b>Cost \$</b> _____	<b>Percentage of total</b> _____%
<b>DBE Performance Period</b>	Start ___/___/___	End ___/___/___

DBE Certification	State: _____	Certification Type: DBE (must be DBE)
	Certifying Agency: _____	
Certification Form Must Be Attached to this form	Certification # _____	Expiration Date: _____

*Copy for additional DBE subcontractors*

<b>DBE SUBCONTRACTOR 3</b>	Name: _____	
Street Address		Tax ID #: _____
City, State, Zip		Website: _____
POINT OF CONTACT	Name: _____	Title: _____
	Email: _____	Telephone: _____
Subcontract Value	Cost \$ _____	Percentage of total _____%
DBE Performance Period	Start ___/___/___	End ___/___/___
DBE Certification	State: _____	Certification Type: DBE (must be DBE)
	Certifying Agency: _____	
Certification Form Must Be Attached to this form	Certification # _____	Expiration Date: _____

*Copy for additional DBE subcontractors*

<b>DBE SUBCONTRACTOR 4</b>	Name: _____	
Street Address		Tax ID #: _____
City, State, Zip		Website: _____
POINT OF CONTACT	Name: _____	Title: _____
	Email: _____	Telephone: _____
Subcontract Value	Cost \$ _____	Percentage of total _____%
DBE Performance Period	Start ___/___/___	End ___/___/___
DBE Certification	State: _____	Certification Type: DBE (must be DBE)
	Certifying Agency: _____	
Certification Form Must Be Attached to this form	Certification # _____	Expiration Date: _____

*Copy for additional DBE subcontractors*