



Metropolitan Washington
Council of Governments

REQUEST FOR PROPOSAL NO. 21-008
DISADVANTAGED BUSINESS ENTERPRISE (DBE)
AND TITLE VI COMPLIANCE SERVICES

Submission Deadline: January 27, 2021

Time: 2:00 PM EST

See Section XII for submission instructions

I. SUMMARY 3

II. THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS..... 3

III. PURPOSE OF THE PROCUREMENT 3

IV. BACKGROUND..... 3

V. SCOPE OF REQUIRED SERVICES AND TASKS 4

VI. DEFINITIONS USED IN THIS DOCUMENT..... 6

VII. OTHER CONDITIONS 7

VIII. PROPOSAL STRUCTURE 7

IX. METHOD OF PROPOSAL EVALUATION AND SELECTION 8

X. DISADVANTAGED BUSINESS ENTERPRISE 9

XI. PROPOSAL QUESTIONS 10

XII. SUBMISSION DATE AND LOCKBOX INSTRUCTIONS 10

XIII. CONTRACT AWARD AND PAYMENT METHODS 12

XIV. COOPERATIVE PURCHASING 12

XV. CONTRACT TERMS..... 13

RFP 21-008 RESPONSE FORM (CHECKLIST AND ACKNOWLEDGEMENT & SIGNATURE SECTION) 14

ATTACHMENT A 16

ATTACHMENT B 23

ATTACHMENT C 25

ATTACHMENT D 26

ATTACHMENT E 30

**REQUEST FOR PROPOSALS
#21-008
Release Date: December 22, 2020**

**DISADVANTAGED BUSINESS ENTERPRISE (DBE) AND TITLE VI
COMPLIANCE SERVICES**

I. SUMMARY

Services Requested	Services of an expert consulting firm for DBE and Title VI compliance.
Contract type	Cost Plus Fixed Fee
Duration	July 1, 2021 through June 30, 2022, with options to extend
Payment method	Net 30
Planned duration of RFP advertisement	Approximately 4 weeks
Start of advertisement period for RFP	December 22, 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	January 27, 2021, at 2:00 p.m. Eastern Standard Time

II. THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS

The Metropolitan Washington Council of Governments (“COG”) is the regional organization of the Washington area's major local governments and their governing officials, plus area members of the Maryland and Virginia legislatures and the U.S. Senate and House of Representatives. The Washington metropolitan area is comprised of the District of Columbia, the Washington, D.C. suburbs in Maryland and northern Virginia. COG provides a focus for action on issues of regional concern such as comprehensive transportation planning, air and water quality management, environmental monitoring, tracking economic development and population growth and their effects on the region, coordinating public safety programs, and promoting child care and housing for the region. COG is supported by financial contributions from its participating local governments, federal and state government grants and contracts, and through grants and contracts from foundations and the private sector.

III. PURPOSE OF THE PROCUREMENT

The Metropolitan Washington Council of Governments is looking for an individual or firm to provide services as an independent contractor for COG’s Disadvantaged Business Enterprise and Title VI Program.

This competitive procurement transaction is conducted under and subject to the requirements of COG’s Procurement Policy. Any interested person or firm may obtain a copy of the current Procurement Policy online at <https://www.mwcog.org/documents/2018/10/11/cog-procurement-policy-bids/rfps/>

IV. BACKGROUND

COG is a direct recipient and/or subrecipient of several grants from the Federal Transportation Administration (“FTA”), Federal Highway Administration (“FHWA”) and numerous other federal government grants. COG is also a direct recipient of the District of

Columbia, Maryland and Virginia state funding. Most of the federal and state funding/grants require a good faith effort to have a certain percentage of the federal dollars going to Disadvantaged Business Enterprises (“DBE”) as subcontractors to COG on various projects. Also, as a recipient of federal and state funding/grants, COG is required to have a Title VI Plan (FHWA requirement), a Title VI Program (FTA requirement), and accompanying compliance practices in place, as specified by the federal Civil Rights Act of 1964, 23 CFR § 200, and 28 CFR § 42.401. COG is seeking consultant assistance to meet federal DBE and Title VI requirements as defined below.

V. SCOPE OF REQUIRED SERVICES AND TASKS

Title VI Compliance Services

- A. The successful contractor will assist with the responsibilities of the Title VI Compliance Officer, working with the Title VI Coordinator, Program Managers, the Office of Human Resources Management, and Executive Director.
- B. Oversight of the contractor’s performance will be assigned to the Title VI Coordinator, as designated by the Executive Director, to perform this function.
- C. The contractor must be able to perform the following tasks and services:
 1. Monitoring federal and State regulations, procedures and new guidance on Title VI as it relates to COG activities in transportation, environment and air quality, housing, emergency response and preparedness, and other operations which are funded by state or federal grants.
 2. The contractor shall bring changes in such regulations, procedures and guidance to the attention of key staff, including the General Counsel and coordinate with key staff and the General Counsel regarding providing necessary explanations of the changes/guidance to COG staff.
 3. Assuring that all Offices/Departments adhere to the COG Title VI Plan and Program by working with Department Heads, the Office of Human Resources Management, General Counsel, and the Executive Director (the Title VI Officer) and their designees.
 4. Preparing forms and reports, and creating a system for collection and review of data against Plan metrics, as a means of maintaining ongoing information that can be used to demonstrate compliance by COG to federal and state agencies, in accordance with federal and state record-keeping and reporting requirements.
 5. Upon commencing performance of services, the Contractor shall prepare a diagnostic analysis of the COG Title VI Plan and Program, and recommendations for change or additions, and review with the General Counsel and Title VI Officer, or his designee. Thereafter, the contractor shall review the Title VI Plan and Program on at least an annual basis, and at other times when the need for review and update is apparent.
 6. Organizing an annual meeting of the COG Title VI Coordinators, on behalf of and in coordination with the Title VI Officer and General Counsel, to review the Title VI Plan and Program, review any new Title VI non-discrimination regulations or guidance, discuss Title VI-related agency issues and activities, and determine if revisions are needed or recommended to the Title VI Plan and Program.
 7. Assisting the Office of Human Resources Management and General Counsel with

training of staff in the Title VI program and tracking the training.

8. Providing recommendations for and assisting designated key staff, as identified by COG, with activities relating to specific grant or contract requirements pertaining to nondiscrimination regulations and procedures set forth in federal guidance and in accordance with the COG Title VI Plan and Program and the accommodations policy for persons with disabilities and those with limited English skills.
9. Assisting with updating the Language Assistance and Public Participation Plan as required.
10. Assisting with responses to member jurisdictions, State or federal requests for information, interviews, and audits on how COG complies with Title VI. This includes *annual* updating of the Title VI Plan and Program for the District of Columbia (DDOT), Maryland (MDOT), and Virginia (VDOT).
11. Assisting with all tracking and reporting for activities identified in the Title VI Plan and Program.

Disadvantaged Business Enterprise Compliance Services

1. The Disadvantaged Business Enterprise compliance assistance contractor is responsible for assisting with the implementation and monitoring COG's Disadvantaged Business Enterprise Program in coordination with appropriate COG officials, in accordance with applicable federal and state regulations. The duties and responsibilities of the contractor shall include the following:
 - a. Gathering, reports and maintaining a system for collection and analysis of statistical data and other information as required by DBE reporting to federal agencies
 - b. Annually reviewing contracts and purchase requisitions by COG's federal grant sub-recipients or other third parties receiving federal funding for compliance with this program.
 - c. Assisting with quarterly software monitoring and enforcement of DBE contracts to verify that work committed to DBEs at contract award is actually performed by DBEs, including invoice review, DBE payments, and compliance reviews both on and off-site. Assisting with DBE software reporting. Software is already in place see <https://mwcog.mwdbe.com/>
 - d. Analyzing COG's progress toward attainment of its DBE goal and identifies ways to improve progress. Provides and annual report on DBE goals and program.
 - e. Plans, advises, and participates in DBE training seminars.
 - f. Assist with providing information on outreach to DBEs and community organizations to advise them of opportunities.
2. The contractor will also assist with COG's Triennial DBE Goal Setting Methodology program.
 - a. Establish "race-neutral" goals to ensure DBEs have opportunities to compete for work with COG.

- b. Assist with getting approval of Goal Methodology program.
- c. Reviewing contracts and procurements so that DBE goals are included in solicitations (both race-neutral methods and contract specific goals attainment and identifies ways to improve progress) as well as contract requirements.

Services Matrix

COG DBE and Title VI Review Schedule			
Program Assistance	Most Recent Review Date	Next Review Date	
DBE			
Triennial Review Policy	2020	2023	
Triennial Review Goal Methodology	2018	2021	
Title VI			
Triennial Review Plan (FHWA)	2019	2022	2020 Revisions triggered by VDOT/DDOT Compliance Audit
Triennial Review Program (FTA)	2018	2021	
Annual Plan Review			
DDOT	2020	2021	
VDOT	2020	2021	
MDOT	2021	2021	

VI. DEFINITIONS USED IN THIS DOCUMENT

COG	The Metropolitan Washington Council of Governments
Contractor	The term used throughout this document to describe the individual or organization awarded the prime contract based on this solicitation.
Contracting Officer	The Executive Director of the Metropolitan Washington Council of Governments
Other Subcontractor	Any additional subcontractor hired by either the contractor or a subcontractor.
Selection Committee	The Committee established to review the proposals received under this solicitation and recommend selection of contractors to the COG Contracting Officers.
Subcontractor	Any subcontractor hired by the contractor.

VII. OTHER CONDITIONS

- A. Federal, state, local or foreign taxes are not allowable.
- B. Legal fees of any type are not allowable without prior written approval of COG.
- C. In the event the project is terminated by COG, the contractor will be paid for work performed to the effective date of termination.
- D. Any work to be subcontracted shall be clearly identified and such "subcontractor" shall be approved by COG prior to contract issuance.
- E. Terms and conditions set forth within Attachment A, Standard Terms and Conditions
- F. All services to be performed in accordance with applicable requirements of federal funding programs

VIII. PROPOSAL STRUCTURE

Respondents must follow the prescribed format, or they may be deemed nonresponsive. Adherence to the proposal format by all respondents will ensure a fair evaluation and one which can evaluate each response with regard to the needs of COG.

The letter transmitting the proposal must be signed by an individual, or if the Respondent is a company or corporation, by an officer duly authorized to bind the company or corporation. Three separate chapters shall be prepared as described in the following section:

A. Section 1: Qualifications of the Firms and Personnel

- 1. Respondents shall describe fully their individual, or company personnel, capabilities to perform the work and stipulate relevant experience and references to illustrate its ability to complete the work.
- 2. Standard personnel resumes should be included in a separate file. The resumes should relate directly the needs specific to this RFP. The absence of information in the proposal to how the personnel's experience relates to the requirements of this project may be considered nonresponsive.
- 3. Respondents shall describe fully any proposed entities that will be involved in completing the proposed work as subcontractors. Proposer and subcontractors DBE's certifications must be provided with Attachment E.
- 4. Where timely completion of this project is critical, the respondent shall stipulate its ability to meet any deadlines presented herein.

B. Section 2: Narrative

- 1. Stipulate what kind of services will be provided to COG.
- 2. Describe in detail the approach and level of service that is being offered, and how the approach is responsive, in all aspects, to the scope of services described in this RFP.
- 3. Describe and include any other information, as may be necessary to demonstrate

that the Respondent is financially, organizationally, and professionally qualified and capable of providing the services that are the subject of this RFP.

4. Respondents shall include in their proposal any work that is required under this contract that shall not be provided by the Respondent but would be subcontracted.

C. Section 3: References

1. The proposed contractor, and any Subcontractor or "Other Subcontractor" shall provide a listing, as well as references, of similar work completed or in progress for other clients on Attachment B.
2. Preferred references will be from recent work, conducted within the last two to three years.
3. References will include complete contact information. Names, titles, addresses, and telephone numbers shall be included for each reference.
4. References should include work in which key personnel proposed to COG for this program have served.
5. References may include clients to whom services were performed by an individual or company as an independent contractor, or (for an individual offeror) references from a former employer with whom the individual performed the duties that are the subject of this RFP.

Additional pages can be added to the form to provide all required information.

D. Section 4: Cost and DBE

1. Provide a cost estimate based the scope of work for each category –
 - a. DBE Program Assistance
 - b. Title VI Program Assistance
2. Include a base price for services as well as hourly rates for key personnel.
3. DBE Proposal (see section VIII, below and Attachment E)
4. Price and DBE proposals should be submitted in a single separate file.

IX. METHOD OF PROPOSAL EVALUATION AND SELECTION

- A. The proposals will be evaluated in accordance with the factors and point system described below. COG may elect to award a contract without conducting any verbal or written negotiations with any Respondent and make a selection on the basis of the written proposals received; in this event, COG will not conduct any substantive written or verbal negotiations with any offeror.

FACTOR	POINTS
1. Experience of the contractor(s) and Key Personnel in performing similar work and Availability of Key Personnel. Demonstrated Knowledge of the DBE, and prior experience administering and implementing requirements	40
2. Ability to Perform Work, and Approach to Work, as Demonstrated by the Written Proposal.	30
3. Cost and value of contract services	15
4. DBE Participation	15
Total Points	100

- B. 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.
- C. COG may issue multiple awards for this solicitation and use a master contract/task order process for this and subsequent tasks.
- D. 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:

X. DISADVANTAGED BUSINESS ENTERPRISE

Disadvantaged Business Enterprise ("DBE") participation is an important component of the Contractor selection process for this RFP. COG's DBE Policy may be viewed on its website <https://www.mwcog.org/purchasing-and-bids/dbe-policy/>.

- A. 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(s) 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

- E. Attachment E must be filled out and all DBE Certification documentation must be attached with this form at the end of the proposal submission in order to get DBE points.

XI. 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: rkonrad@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

XII. SUBMISSION DATE AND LOCKBOX INSTRUCTIONS

- A. Proposals shall be received via "Lockbox" by no later than 2:00 p.m. EDT, January 27, 2021.
- 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://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.

Select “VIEW Solicitations” next to Metropolitan Washington Council of Governments then 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 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.**
- **Limit the number of files as follows:**
 1. **Main Proposal**
 2. **Resumes**
 3. **DBE and Price (must be submitted separately)**
- 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.

XIII. CONTRACT AWARD AND PAYMENT METHODS

- A. COG reserves the right to award contracts to more than one firm under this RFP. Multiple awards under this RFP may result in future task orders for additional work to be competed with by the awardees.
- B. COG requires the following contract payment methods for any contract resulting from this solicitation.
 - 1. Electronic Payment is required for all billing to COG. This means the payment of money by COG to a vendor by electronic means, including by means of a purchase card (P-card) or Automated Clearing House (ACH) funds transfer method.
 - 2. COG has implemented a Purchasing Card (P-Card) Program utilizing MASTERCARD networks. Purchases from this contract will be made utilizing COG's Purchasing Card. This is the preferred method of payment.
 - 3. Contractors will receive payment from the purchasing card in the same manner as other credit card purchases. The payments typically are transferred within 48 hours.
 - 4. Accordingly, proposers must presently have the ability to accept these P-cards or take whatever steps necessary to implement the ability before the start of the contract term, or contract award by the COG.
 - 5. In some rare cases, Automated Clearinghouse (ACH) transactions will be acceptable as a form of payment to our vendors. Please keep in mind the turn-around time on ACH transactions can be as long as 30 days.
 - 6. COG reserves the right to revise this program as necessary.
- C. Contract award is contingent on available funds.
- D. Contract start is projected to be February 1, 2021.

XIV. COOPERATIVE PURCHASING

- A. COG, as an agent to its member Agencies, reserves the right to extend all of the terms, conditions, specifications, and unit or other prices of any contract resulting from this RFP to other public and non-profit agencies in or outside the region.

- B. This is conditioned upon mutual agreement based on the attached Rider Clause (Attachment D) of all parties pursuant to special requirements which may be appended thereto.
- C. Contractor(s) agrees to notify COG of the Participating Agencies that desire to use any contract resulting from this RFP within 30 days of receiving said requests and to provide reporting as required per this RFP (see Attachment D - Sample).
- D. All contracts resulting from this RFP shall be with the individual member Agencies. COG assumes no authority, liability or obligation on behalf of any Participating Agency using a contract resulting from this RFP, or any Contractor, or any other entity with respect to this procurement or any contract resulting from it.
- E. Participating Agencies may have other or additional terms and conditions that must be met by the Contractor.
- F. All purchases and payment transactions will be made directly between the Contractor and the Participating Agency except where otherwise noted.

XV. CONTRACT TERMS

- A. Any resulting contract(s) shall be with COG and any of the member Agencies and shall run for an initial term of one (1) year, beginning upon the execution of a contract, with options to renew for three (3) additional years one year at a time.
- B. COG will notify the Contractor(s) of the intention to exercise the renewal options above least thirty (30) days prior to the end of the current contract.

RFP 21-008 RESPONSE FORM (CHECKLIST AND ACKNOWLEDGEMENT & SIGNATURE SECTION)

- A. Pricing Breakdown and DBE Plan attached to this page and submitted as a separate file from the technical proposal.
- B. Please attach a sheet with staffing job titles, hourly costs and other reimbursable expenses. NOTE: This may be used for future reference on any task orders.

Proposer's Check List and Required Forms -

<u>ITEM</u>	<u>YES</u>	<u>NO</u>
<ul style="list-style-type: none"> • Attachment A - Acknowledge and accept Terms and Conditions (If answer is NO - Exceptions should be noted on a separate sheet) 	___	___
<ul style="list-style-type: none"> • Attachment B - Non-Collusion and Debarment Affidavit 	___	___
<ul style="list-style-type: none"> • Attachment C - References 	___	___
<ul style="list-style-type: none"> • Attachment D - Acknowledge Rider Clause 	___	___
<ul style="list-style-type: none"> • Electronic Payment - P-card (preferred) 	___	___
ACH	___	___
<ul style="list-style-type: none"> • Certificate of Insurance (Accord Form) 	___	___
<ul style="list-style-type: none"> • Exceptions (including Terms and Conditions) 	___	___

(If yes, they **MUST** be attached on separate sheet(s) at the end of the RFP response.)

Addendums Acknowledged (if applicable) - All Addendums must be acknowledged

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 _____			

XIII. RFP 21-008 Response Form - Continued

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 (“MWCOCG”) 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 "MWCOCG" includes MWCOCG, 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 MWCOCG immediately. Upon learning of the actions herein identified, MWCOCG 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 MWCOCG 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

- A. Electronic Payment - means the payment of money to a vendor by electronic means, including by means of a Purchase Card (P-card) or Automated Clearing House (ACH) funds transfer method.

- B. COG has implemented a P-Card Program utilizing MASTERCARD networks. Purchases from this contract will be made utilizing COG's P-Card.
- C. Contractors will receive payment from the P-Card in the same manner as other credit card purchases. The payments typically are transferred within 48 hours.
- D. Accordingly, contractors must presently have the ability to accept these P-Cards or take whatever steps necessary to implement their ability before the start of the contract term, or contract award by the COG. COG reserves the right to revise this program as necessary.
- E. In rare cases, ACH transactions will be acceptable as a form of payment to our vendors. Please keep in mind the turn-around time on ACH transactions can be as long as 30 days.

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
REFERENCES**

PROPOSER: _____

PROVIDE A MINIMUM OF THREE (3) 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 ensure that telephone numbers and contact names given are up-to-date and accurate.

Reference Number 1

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

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

Reference Number 2

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

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

Reference Number 3

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

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

Reference Number 4

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

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

Reference Number 5

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

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

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

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

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any department or agency of the District of Columbia, State of Maryland or the Commonwealth of Virginia or any of the 22 jurisdictions comprising the membership of the Metropolitan Washington Council of Governments (COG);
- Have not within a three year period preceding this date been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated above of this certification; and
- Have not within a three-year period preceding this date had one or more public transactions (Federal, State or local) terminated for cause or default.

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

Typed Name of Vendor

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

Date

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 sample form below).
- E. Agencies outside of the COG and Baltimore region are permitted to ride this contract with the agreement of the contractor and COG.

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 and Baltimore 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 filled out by 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 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
Governments

Metropolitan Washington Council of

Name _____

Name _____

Title _____

Title _____

Signature _____

Signature _____

NOTE: A writable version of this form is available upon request to purchasing@mwkog.net

ATTACHMENT E
DBE Plan Goals Submission

PROPOSER	Name: _____	
Total Proposed Budget	Value: \$ _____	
DBE Plan	Yes _____ No _____	
Check if Prime Contractor is a DBE _____ . Certification Form Must Be Attached to this form.	Certification # _____	Expiration Date: _____
DBE Certification	State: _____	Certification Type: DBE (must be DBE)
	Certifying Agency: _____	
DBE SUBCONTRACTOR 1		
	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: _____
<i>Copy for additional DBE subcontractors</i>		
DBE SUBCONTRACTOR 2		
	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: _____
<i>Copy for additional DBE subcontractors</i>		
DBE SUBCONTRACTOR 3	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: _____
<i>Copy for additional DBE subcontractors</i>		
DBE SUBCONTRACTOR 4	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: _____
<i>Copy for additional DBE subcontractors</i>		

NOTE: This form is available in Excel format upon request