



Metropolitan Washington  
**Council of Governments**

**REQUEST FOR PROPOSAL (RFP) NO. 21-010**

**MICROSOFT TEAMS VOICE OVER INTERNET PROTOCOL (VOIP)  
TESTING AND IMPLEMENTATION II**

Proposers shall submit an electronic copy of their proposal to the COG LOCKBOX system, as per the submission instructions in Section XII of this RFP.

**Submission Due Date: January 6, 2021, 2:00 PM EDT**

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**I. SUMMARY**

Services requested	Implementation and Testing of MS Teams VOIP telephony services
Contract type	Time and Materials (T&M)
Number of contracts	One
Duration of contract	Two months to one year
Disadvantaged Business Enterprise (DBE) goal	Fifteen percent (15.00%)
Payment method	Net 30
Planned duration of RFP advertisement	4 weeks
Start of advertisement period for RFP	December 9, 2020
Deadline for questions about RFP	5 working days before deadline
Deadline for COG responses to questions	2 working days before deadline
Deadline for proposals	January 6, 2021

**II. INTRODUCTION**

- A. The Metropolitan Washington Council of Governments (COG) is the regional organization of 24 of the Washington metropolitan 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. COG provides a focus for action on issues of regional concern, including coordinating public safety programs for the region. COG is supported by financial contributions from its participating local governments, federal and state government grants and contracts, and through donations from foundations and the private sector. More information on COG may be found at [www.mwcog.org](http://www.mwcog.org).

**III. BACKGROUND**

- A. The Metropolitan Washington Council of Government's ("COG") Department of Information Technology ("ITFM") is responsible for supporting staff's IT needs and for maintaining and improving the agency's information technology infrastructure and systems. MWOG's IT operations include network services, cloud services, cyber security services, and helpdesk support.
- B. COG's remote-work requirement due to the COVID-19 pandemic has made it necessary for staff to use their personal or their COG-issued cell phones for business communications. This is proving inconvenient and costly. COG's existing in-office phone system is voice over internet protocol ("VOIP") based but lacks adequate softphone capabilities for remote-work.
- C. COG is interested in piloting the Microsoft Teams phone platform and related hardware to determine if this platform is adequate as a long-term solution. COG currently uses the Microsoft Teams platform as part of its Microsoft Office 365 subscription.
- D. Depending on the result of the evaluation and pilot program, the contract may be expanded to conduct full implementation for the VOIP system to COG as a whole.

#### IV. PROJECT GOALS

- A. The goals of the Microsoft Teams VOIP phone system project include:
1. To evaluate the Teams phone solution, licensing, features, hardware, and performance to determine if it is adequate as a replacement for COG's existing phone system
  2. To determine if the Teams platform enables staff to reliably receive/make phone calls while working from home
  3. To determine if the Teams platform is adequate to support a small-scale call center, an eFax solution, and TDD devices.
  4. To determine if the Teams platform is a more cost-effective phone system than COG's existing phone system
- B. Depending on the results of the evaluation and pilot program, goals for full implementation would be:
1. Implementing the Teams phone solution for all staff to reliably receive/make phone calls while working from home
  2. If Teams is found adequate, assisting in setting up call center, eFax solution, and TDD devices in the Teams environment

#### V. DEFINITIONS

- A. Throughout this Request for Proposals ("RFP"), the following definitions shall hold:
1. *Contracting Officer*. The Executive Director of the Metropolitan Washington Council of Governments or their designee.
  2. *Contractor*. An individual or organization awarded a prime contract based on this solicitation.
  3. *Electronic Payment*. 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.
  4. *Subcontractor*. An individual or business firm contracted to perform part or all of a Contractor's contract.
  5. *Technical Selection Committee*. The Committee established to review proposals received in response to this solicitation and which recommends selection of contractors to the COG Contracting Officer.

#### VI. SCOPE OF SERVICES – PILOT PROGRAM

The awarded contractor(s) shall propose and deploy the software, licensing, hardware, training, and documentation that meet the following requirements:

*A. Software Specifications*

1. Deploy Microsoft Teams phone software that integrates with COG's existing Teams platform
2. Migrate existing phone numbers for 20 COG staff members to Teams phone
3. Enable staff to receive incoming calls, make outgoing, receive voicemail to phone, forward calls, conduct conferencing, transcribe calls, and utilize other common VOIP phone features via the Teams app

*B. Licensing Specifications*

1. Provide recommendations on calling plans and licensing requirements for COG's pilot Teams phone deployment
2. Deploy COG pilot users under the Microsoft Teams phone licensing

*C. Hardware Specifications*

1. Deploy Polycom CCX 500/600 or other recommended Teams compatible and Wi-Fi enabled phones for 4 staff to use at home or in the office
2. Recommend wired and wireless headset devices compatible with Teams desktop phones

*D. Testing Specification*

1. Test the performance of the Teams phone app and desktop phones in a telework and an office environment
2. Assess the features, reliability, and performance of Teams to determine adequacy as a call center solution for COG
3. Assess the features, reliability, and performance of Teams to determine adequacy as an eFax solution for COG
4. Assess Teams support for TDD communication

*E. Training and Documentation Requirements*

1. Provide necessary virtual training to 20 staff participants on Teams softphone and Teams compatible desktop phones
2. Provide advanced administrative training to COG's IT staff on maintaining and configuring the Teams phone platform
3. Create documentation on setup of Teams phone platform and user documentation for pilot users

*F. Internet Connectivity*

The deployed Teams solution must leverage COG's existing internet connectivity and available bandwidth.

**G. Service Reversal**

Revert pilot participants to the previous phone system if necessary due to technical and/or usability issues.

**H. Participants**

1. Twenty (20) COG staff members will participate in piloting the Teams phone platform.
2. Up to four (4) of the 20 staff members will participate in piloting a Teams compatible desk phone

**VII. SCOPE OF SERVICES – FULL IMPLEMENTATION**

- A. Depending on the results of the evaluation, COG may at its discretion choose to proceed to full deployment of the MS Teams solution for up to one hundred fifty (150) COG employees, including implementation for licensing, software, and training as described at VI.A, VI.B, and VI.E.
- B. Implementation shall roll out to some or all COG employees, at the determination of COG based upon the results of the pilot program.
  1. Virtual training must be provided to all staff, incorporating lessons learned from the pilot program.
  2. Any additional advanced administrative training must be provided to COG's IT staff with the full rollout.
  3. Additional hardware is unlikely to be required, but pricing is requested for additional desk phones as described at VI.C. above.

**VIII. PERIOD OF PERFORMANCE**

- A. The period of performance shall commence upon execution of an awarded contract, with the pilot program expected to be implemented and completed within two (2) months of notice to proceed.
- B. If the option to proceed to full deployment is exercised, the period of performance would be extended for an additional three (3) months, with additional support continuing for an additional duration not to exceed six (6) months; in no case will the contract run longer than one (1) full year.
- C. No guarantee is made regarding specific quantities of services or equipment which may be requested under this contract.

**IX. PRICES/BILLING**

- A. Unless stated otherwise below, all prices offered by Proposers shall be firm against any increase for the duration of the initial contract period.
- B. Delivery charges, fees, insurance, expenses, and/or overhead shall be included in the total price.

- C. Contractor shall set up its billing system to ensure that invoices do not include sales tax. COG, and any other using Agencies, will provide certificates of exemption for sales tax upon request.
- D. For all transactions, the successful Proposer shall have a valid W-9 form on file with COG. Proposers shall include a copy of their W-9 with the response to this RFP.
- E. Payments shall be made via Electronic Payment, as defined above. Additional details can be found below at Attachment A, Paragraph XIII.

#### X. **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.**

**XI. EVALUATION AND SCORING CRITERIA**

- A. The proposals will be evaluated by a Technical Selection Committee made up of subject matter experts.
- B. In evaluating the proposals, the following factors will be considered, with points awarded up to the maximum shown:

<b>Scoring Factor Chart</b>	
<b>Factor</b>	<b>%</b>
Meets Requirements/Scope	40
Past Performance/References	15
Deployment/Delivery Timeframes	10
DBE	15
Cost Analysis	20
<b>TOTAL</b>	<b>100</b>

**XII. PROPOSAL INSTRUCTIONS**

- A. Proposals should provide a narrative description of special experience, capabilities, and technical resources that will be contributed to this project. The following points should be addressed in the narrative description:
1. A brief description of the Contractor's background and organizational history (including number of years in business and number of years performing services required by this RFP), and number of employees.
  2. Experience with Microsoft Teams and Voice Over Internet Protocol.
- B. The written proposal shall be organized to match these headings. Proposals not meeting the requirements below will be deemed nonresponsive.

File 1 [files not to exceed 10 MB]

1. Letter of Interest
2. Table of Contents
3. Executive Summary
4. Proposer's Background and Prior Experience
5. Narrative of Proposed Pilot and Implementation Programs
6. Proposed Schedule for Pilot Program and Full Implementation

File 2 [files not to exceed 10 MB]

7. DBE participation and certification from any qualified vendors
8. Price Proposal



- C. The requested Letter of Interest must be signed by an authorized principal or agent of the contractor, and provide an overview of Proposer's offer, as well as a name, title, phone number, and email address of the person to whom questions may be directed concerning the proposal.
- D. Proposers must include the additional documentation specified below in their RFP submission or they may be determined to be non-responsive and subject to rejection. See the Proposal Checklist below.
1. Proof of insurance, in the form of an ACORD Form 25 must be provided as per the Terms and Conditions (Attachment A).
  2. Please complete attached PROPOSER REFERENCES are to be provided from three (3) other clients who are being, or have been, provided by the Proposer with similar products, services, and scope of work (Attachment B).
  3. Each Proposal shall be accompanied by a NON-COLLUSION AFFIDAVIT regarding price fixing, gratuities, bribery, and discriminatory employment practices. When the Proposer is a corporation, a duly authorized representative shall execute the affidavit (Attachment C).
  4. Proposer shall include a copy of their W-9.
- E. All Proposals must be completed by responsible company officials and submitted to the COG LOCKBOX on or before the due date and time.
- F. Proposals will not be accepted if submitted through hard copy, mail, courier, fax, email, or any other electronic method except as described below. Proposals submitted through any method other than the COG LOCKBOX system will be rejected.
- G. Bidders shall submit one electronic copy to the COG LOCKBOX system in the following fashion:
1. *Registration.* To utilize the LOCKBOX service, bidder must be registered on the Mid-Atlantic Purchasing Team Vendor Registration System ("VRS") portal at <https://COG.net>. If bidder is not registered, please do this before accessing the LOCKBOX.
  2. To register:
    - a. Go to the portal at <https://COG.net> and click the Vendors listing the left menu on the page.
    - b. Click Register and fill out the form. NOTE: Bidder will need its company information including its TIN/EIN number if bidder is a company or bidder's SSN if bidder is a sole proprietor.
    - c. Registering will give bidder access to the LOCKBOX solicitations.
- H. *Submission.* Once registered in the VRS system go to the website at <https://COG.net> and click on Solicitation Listings tab.
1. Select "Metropolitan Washington Council of Governments" from the list.

2. Those solicitations utilizing the VRS Lockbox service will be highlighted with a LOCKBOX button.
3. Click on the LOCKBOX button.
4. If Proposer is interested in submitting a response to this solicitation, click on the REQUEST button. After providing the VRS vendor ID and VIN, bidder will receive a one-time use bid id and password by email which will then give them access to the solicitation documents.
5. Proposer's credentials may be used for the following:
  - a. To upload bidder's formal proposal response and any additional attachments to the lockbox (before the closing time for the solicitation).
    - i. Please limit size of individual files to 10 MB.
  - b. To withdraw bidder's formal response should bidder desire to cancel its submission or to replace an already uploaded copy with a modified version.
  - c. To verify that the document in the lockbox is the one proposer uploaded.
6. If no vendor ID is provided, proposer will be directed to the registration page.
7. If proposer wants to ensure that their company details are correct prior to uploading the proposal, then logon to VRS using bidder's VRS vendor ID and VIN then jump to the vendor summary page in VRS to make any changes desired.
8. To return to the COG solicitation page, after registering or updating bidder'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.
9. Please do not wait until the last moment to register. If problems occur during registration or submission, please contact COG's provider at [customerservice@eepex.com](mailto:customerservice@eepex.com) with a copy to [purchasing@COG.org](mailto:purchasing@COG.org).
- I. All questions regarding discrepancies, omissions, specifications, instructions, or the required forms may be directed via email no later than ten (10) working days in advance of the deadline to [purchasing@COG.org](mailto:purchasing@COG.org).  
COG will post any addendum necessary to address questions no later than five (5) workdays before the due date of proposals.
- J. It is the responsibility of the offeror to check if any addenda have been issued. Addenda will be posted at <http://www.COG.org/purchasing-and-bids/cog-bids-and-rfps/>.
- K. Proposal responses should indicate that proposers have reviewed the latest addenda on the Proposal Form via the Checklist.
- L. Offerors must acknowledge their understanding of all terms listed in this RFP by signing the Proposal Form as part of their submission.

- M. Any variation to the solicitation specifications should be noted by the vendor/contractor as an exception with an explanation attached to the Proposal Form.
  - 1. Exceptions taken do not obligate COG to change the specifications.
  - 2. In some cases, exceptions may result in the Proposer to be disqualified or result in a lower score in the evaluation process.
  - 3. Failure to report exceptions with the submission may result in disqualification.

**XIII. PROPOSAL FORM**

TO: Metropolitan Washington Council of Governments

Date \_\_\_\_\_

**Pricing Pilot Program**

Qty	Descriptions	Unit Price	Total
20	Software Licensing	\$ _____	\$ _____
4	Equipment/Hardware	\$ _____	\$ _____
1	Consulting, Training, etc.		\$ _____
	Other _____	\$ _____	\$ _____
<b>TOTAL Pilot Program</b>			<b>\$ _____</b>

**Additional Option:**

**Pricing Full Implement Program**

Qty	Descriptions	Unit Price	Total
150	Software Licensing	\$ _____	\$ _____
1	Consulting, Training, etc.		\$ _____
Opt.	Equipment/Hardware	\$ _____	
	Other _____	\$ _____	\$ _____
<b>TOTAL Full Implementation Program</b>			<b>\$ _____</b>

**Required Document Checklist**

Items	Acknowledgment/Attached	
Attachment A: Terms and Conditions	YES _____	NO _____
Attachment B: Proposer's References	YES _____	NO _____
Attachment C: Non-Collusion Affidavit (Attach to pricing section)	YES _____	NO _____
Proof of Insurance - ACORD Form 25 (Attach to pricing section)	YES _____	NO _____
*Exceptions Taken (Attach to pricing section)	YES _____	NO _____

*\*If any exceptions are taken, including the Terms and Conditions, please attach them on separate sheet(s) at the end of the proposal submission. **It is imperative that exceptions be indicated with the submission in order to evaluate the responsiveness of the proposal.***

**Addendums (if applicable)****Acknowledgement**

Addendum #1	YES_____	NO_____
Addendum #2	YES_____	NO_____
Addendum #3	YES_____	NO_____
Addendum #4	YES_____	NO_____
Others _____	YES_____	NO_____

**Payment**

Can accept electronic payments via purchasing card	YES_____	NO_____
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**Signature Section**

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

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

## ATTACHMENT A: TERMS AND CONDITIONS

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

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

### I. Amendment

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

### II. Bankruptcy

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

### III. Compliance with Law

The Contractor hereby represents and warrants that:

- A. It has the power and authority to enter into and perform the Contract, that the Contract, when executed and delivered, shall be a valid and binding obligation of Contractor, enforceable in accordance with its terms;
- B. Its performance under the Contract shall be in a good and workmanlike manner and in accordance with all applicable professional standards;
- C. It is qualified to do business in the jurisdictions covered by the Contract and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- D. It is not in arrears in the payment of any obligations due and owing to any agency involved in this agreement, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- E. It shall comply with all federal, state and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and

- F. It shall obtain, at its expense, all licenses, permits, insurance and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

#### **IV. Contingent Fee Prohibition**

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

#### **V. Counterparts**

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

#### **VI. Force Majeure**

Neither MWCOG 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 or Contractor's reasonable control. MWCOG and/or its members and Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

#### **VII. Governing Law**

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

#### **VIII. Indemnification**

The Contractor shall protect, hold free and harmless, defend and indemnify MWCOG 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, their officers, agents and employees.

#### **IX. Independent Contractor**

- A. Contractor shall perform the work required by this Contract as an "Independent Contractor." Although MWCOG reserves the right to determine the delivery schedule for the work to be performed and to evaluate the quality of the completed performance, MWCOG cannot and will not control the means or manner of the Contractor's performance. The Contractor shall comply promptly with any requests by MWCOG 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, is not currently employed by the Federal Government, and is not an officer, employee or agent of MWCOG.
- 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 notice of any claim made against Contractor by any third party. Contractor also agrees not to assign to any third party, without MWCOG's written consent, any obligation of MWCOG to indemnify Contractor for any actions under this Contract.

#### **X. Insurance Requirements**

- A. Contractor shall obtain, and at all times keep in effect, Commercial General Liability Insurance in the amounts listed below for its activities and operations. The insurance shall include coverage for personal injury, discrimination and civil rights violation claims. All such insurance shall name MWCOG as ADDITIONAL INSURED. A copy of the certificate of insurance shall be filed with MWCOG prior to the time any services are rendered. Contractor shall maintain coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate and \$500,000 for property damage. Coverage shall be written on an occurrence form (Accord Form).
- B. Contractor shall obtain, and at all times keep in effect, automobile insurance on all vehicles used in this Contract with MWCOG to protect Contractor against claims for damages resulting from bodily injury, including wrongful death, and property damage that may arise from the operations of any owned or hired automobiles used by Contractor in connection with the carrying out of this Contract. All such insurance shall name MWCOG and/or individual members, their employees, and agents as ADDITIONAL INSURED.
- C. Contractor shall, upon request, provide MWCOG with certification of Workers' Compensation Insurance, with employer's liability in the minimum amount required the governing jurisdiction's law in effect for each year of this Contract.
- D. All insurance policies shall have a minimum 30 days' notice of cancellation. Immediate written notice to MWCOG and members involved in the contract shall be required in the event of cancellation or restriction by the insurance company of any insurance policy referred to in this section.
- E. When insurance coverage is renewed, Contractor shall provide new certificates of insurance prior to expiration of current policies to all contracting agencies.

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

- C. The PROPOSER 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.

## **XII. Ownership of Documents and Materials**

- A. The Contractor agrees that all documents and materials, including but not limited to, reports, drawings, studies, specifications, estimates, maps, photographs, designs, graphics, mechanicals, artwork, and computations prepared by or for the Contractor under the terms of this Contract shall at any time during the performance of the services be made available to MWCOG upon request and shall become and remain the exclusive property of MWCOG 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 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 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, their officers, agents, and employees with respect to any claim. Action, costs or infringement, for royalties or user fees, arising out of purchase or use of materials, construction, supplies, equipment or services covered by this Contract.

## **XIII. Payments**

- A. Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after MWCOG's receipt of a proper invoice from the Contractor.
- B. COG has implemented a Purchasing Card (P-Card) Program utilizing MASTERCARD networks. Purchases from this contract will be made utilizing COG's Purchasing Card. 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.
- C. Accordingly, bidders 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. COG reserves the right to revise this program as necessary.
- D. In some rare cases, Automated Clearinghouse (ACH) transactions will be acceptable as a form of payment to our vendors. The turn-around time on ACH transactions can be as long as 30 days.

**XIV. Records**

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

**XV. Remedies**

- A. **Corrections of errors, defect and omissions.** Contractor agrees to perform the work as may be necessary to correct errors, defects, and omissions in the services required under this Contract, without undue delays and without cost to MWCOG. The acceptance of the work set forth herein by MWCOG shall not relieve the Contractor of the responsibility of subsequent corrections of such errors.
- B. **Set Off.** MWCOG may deduct from and set-off against any amounts due and payable to the Contractor any back-charges, penalties, or damages sustained by MWCOG, 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 by law.

**XVI. Responsibility of Contractor**

- A. The Contractor shall perform the services with the standard of care, skill, and diligence normally provided by a Contractor in the performance of services similar the services hereunder.
- B. Notwithstanding any review, approval, acceptance or payment for the services by MWCOG, the Contractor shall be responsible for the professional and technical accuracy of its work, design, drawings, specifications and other materials furnished by the Contractor under this Contract.
- C. If the Contractor fails to perform the services, or any part of the services, in conformance with the standard set forth in subparagraph A above, it shall, if required by MWCOG, perform at its own expense and without additional cost to MWCOG, 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 under the "Remedies" paragraph, or otherwise available by law.

**XVII. Severability/Waiver**

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

**XVIII. Subcontracting or Assignment**

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

**XIX. Survival**

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

**XX. Termination**

- A. If the Contractor fails to fulfill its obligations under the Contract properly and on time, or otherwise violates any provision of the Contract, MWCOG 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 option, become MWCOG's and/or member's property. MWCOG 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 can affirmatively collect damages.

**XXI. Termination of Contract for Convenience**

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

**XXII. Termination of Multi-Year Contract**

- A. If MWCOG 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 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 shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

**XXIII. Time is of the essence**

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

**XXIV. Whole Contract**

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

*(Revised 9/12/2020)*

**ATTACHMENT B: PROPOSERS EXPERIENCE/REFERENCES**

Name of Proposer \_\_\_\_\_

REFERENCES are to be provided from three (3) other clients who are being or have been provided by the Proposer similar products, services and scope of work.

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

A Proposer, which, in the sole judgment of COG, lacks sufficient specific experience, may be deemed non-responsible, and may not be considered for award of subsequent contract(s)

1) Firm Name \_\_\_\_\_

Contact Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone Number \_\_\_\_\_ Email Address \_\_\_\_\_

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2) Firm Name \_\_\_\_\_

Contact Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone Number \_\_\_\_\_ Email Address \_\_\_\_\_

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3) Firm Name \_\_\_\_\_

Contact Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone Number \_\_\_\_\_ Email Address \_\_\_\_\_

**ATTACHMENT C: NON-COLLUSION 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 Proposal 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