

# **REQUEST FOR PROPOSAL 21–013**

## TRAVEL MONITORING SUPPORT

Response due March 19, 2021 @ 2pm EST

Electronic submissions are required for this RFP

Electronic submissions shall be uploaded to COG's solicitation "lockbox."

See submission response instructions in Section XI

## REQUEST FOR PROPOSAL RFP 21-013

## Release Date February 16, 2021

## ON-CALL TRAVEL MONITORING PROGRAM SUPPORT

## I. METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS

- A. The Metropolitan Washington Council of Governments ("COG") is the regional organization of the Washington area's 24 major local governments and their governing officials, plus area members of the Maryland and Virginia legislatures and the U.S. Senate and House of Representatives.
- B. 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.
- C. The National Capital Region Transportation Planning Board ("TPB") is responsible for coordinating transportation planning at the regional level in Northern Virginia, Suburban Maryland and the District of Columbia. The TPB is the federally designated Metropolitan Planning Organization ("MPO") for the region and plays an important role as the regional forum for transportation planning.
- D. The TPB prepares plans and programs that the federal government must approve for federal-aid transportation funds to flow to the Washington region. Members of the TPB include representatives of the transportation agencies of the states of Maryland and Virginia and the District of Columbia, local governments, the Washington Metropolitan Area Transit Authority ("WMATA"), the Maryland and Virginia General Assemblies, and non-voting members from the Metropolitan Washington Airports Authority ("MWAA") and federal agencies.
- E. The TPB was created in 1965 by local and state governments in the Washington region to respond to a requirement of 1962 highway legislation for establishment of official MPOs. The TPB became associated with COG in 1966, serving as COG's transportation policy committee. The TPB is staffed by COG's Department of Transportation Planning ("DTP").

## II. PROJECT OVERVIEW AND BACKGROUND

A. The TPB has been supporting the District of Columbia Department of Transportation (DDOT) with traffic monitoring for their required federal Highway Performance Monitoring System (HPMS) reporting for several years. This involves conducting traffic counts, processing, and analyzing the counts to use as inputs to the traffic portion of their HPMS submittal. COG/TPB has typically issued a contract for the initial traffic data collection portion of this task. The Core Task described in this RFP is to conduct the DDOT HPMS short-term counts.

B. The TPB conducts projects with field data collection on an intermittent basis. The optional portion of this RFP will cover the on-call traffic monitoring needs of the TPB.

## III. SCOPE OF WORK

COG is currently soliciting proposals from qualified transportation monitoring consultants to conduct roadway traffic counts to fulfill the federal reporting requirements for HPMS for the District of Columbia.

COG may, at its discretion, submit additional scopes of work to the contractor for various traffic monitoring studies. The contractor shall respond to these additional scopes of work with cost and work plans. Any additional tasks will be optional and outside of the initial award amount for the Core Task. The Core Task is expected to be completed by the Contractor each year of the contract, even if no other task orders are developed that year. The specific work to be performed and deliverables to be completed by the Contractor to successfully complete the scope of work for the Core Task are as follows:

- A. Core Task: Short-Term Traffic Counts to Support the District of Columbia Highway Performance Monitoring System (HPMS).
  - 1. The Contractor will conduct traffic counts at 245 locations in the District of Columbia. These traffic counts will include:
    - a) Classification counts at 40 locations. These classification counts will be performed for a continuous 7-day/168-hour period and include 13-vehicle classes.
    - b) Volume counts at 180 locations. These volume counts will be performed for a continuous 3-day/72-hour period by direction.
    - c) Ramp volume counts on traffic ramps at 25 interchanges. These ramp volume counts will be performed for a continuous 2-day/48-hour period.
  - 2. The specific locations where these classification, volume and ramp counts are to be conducted will be delivered to the Contractor at the time of task issuance.
  - 3. COG reserves the right to substitute different count locations for those listed at task issuance, or to change types or number of count locations, if deemed necessary for the overall success of the task.
  - 4. Contractor must supply all counting equipment, including road tubes, counters, nails and tape (if utilizing traditional tube counting machines), in addition to the actual traffic counting personnel.
- B. Technical Specifications for Core Task
  - 1. 7-day counts can start on any day of the week but will include 7 consecutive days from the start day including weekdays and weekends and the FHWA 13 classes of vehicles.
  - 2. 3-day counts are to be conducted on Tuesdays, Wednesdays, and Thursdays, avoiding holidays or unusual days.

- 3. 2-day ramp counts are to be conducted on 2 consecutive days between Tuesday and Thursday, avoiding holidays or unusual days.
- 4. Counts are to be recorded by 15-minute increments and by direction.
- 5. Count data recorded at each count site are to be reviewed and checked by the Contractor for accuracy and reasonableness. Counts that are found to be defective or questionable following either Contractor or COG review are to be re-counted at the Contractor's expense.
- 6. When count locations fall on federally owned or monitored facilities (e.g., National Park Service, Architect of the Capitol, United States Capitol Police, United States Secret Service, etc.), the Contractor must coordinate with COG and DDOT staff to obtain Federal permission for count machine placement at least two weeks prior to the scheduled count collection. Locations that are expected to need federal coordination will be noted in the list of count locations given at task issuance.
- 7. In some locations, traffic counting tubes may not be the appropriate counting equipment. These may include high speed facilities or facilities with streetcar tracks. In these cases, the Contractor must notify COG and DDOT staff immediately and the Contractor must be prepared to use non-intrusive counting equipment in these locations.
- 8. Counts performed by the Contractor are to be delivered to the COG task manager within 30 days of the date of when the count was completed.
- 9. Count data for each count site are to be delivered as comma-separated value ("\*.csv" files by direction in a standard format prescribed by COG.
- 10. The delivered .csv files are to include the following data items: (Section ID, Date & start time of 15-minute count interval, Latitude of the count location, Longitude of the count location, Interval of the count, Direction of the count, CLASS 1 Volume, CLASS 2 Volume, CLASS 3 Volume, CLASS 4 Volume, CLASS 5 Volume, CLASS 6 Volume, CLASS 7 Volume, CLASS 8 Volume, CLASS 9 Volume, CLASS 10 Volume, CLASS 11 Volume, CLASS 12 Volume, CLASS 13 Volume, and Total Volume).
- 11. In addition to the traffic counts, Contractor shall deliver a minimum of four (4) georeferenced digital photographs showing the exact count location each of count site and the setup of the traffic counting equipment with each .csv count file. The photographs must be taken during daylight hours within the counting period and should show the street rather than a close-up image of the pavement and traffic counting device. At least one of the four digital photographs should capture an easily recognizable, stationary landmark so that the exact location of the count can be accurately verified.
- 12. COG will be responsible for the primary direction of this task and for monitoring the progress of all consultant work activities and assessing the Contractor's performance of these work activities. COG will provide reference maps for the count locations as well as a text description of the count location. If the contractor has implemented the ArcGIS Collector application or similar technology, COG will provide a counting location feature class in place of the reference maps.

- 13. For Contractors proposing extensive use of non-intrusive count technology, COG reserves the right to require the Contractor to independently verify and validate their volume estimates to ground traffic counts.
- C. Deliverables for Core Task
  - 1. Contractor shall provide electronic copies of all the counts and digital photographs conducted under this task. The counts shall be performed throughout the year.
  - 2. COG shall provide Contractor with the specific locations of counts to be performed during each month. Contractor shall be responsible for recounting a location (at Contractor's expense) if the counts are deemed unacceptable by COG.
  - 3. Contractor shall provide monthly progress reports indicating the locations counted during the reporting month and the planned count locations for the upcoming month (following the reporting month).
- D. Procedures for Optional Tasks
  - 1. The TPB periodically needs various traffic monitoring studies to be conducted. Over the past three years these have included volume, occupancy, and travel time monitoring along I-95/I-395 in Virginia and bicycle and pedestrian counts (24 or 48 hours) using video detection at 10 to 12 locations in Northern Virginia. Task orders for optional traffic monitoring studies will be issued to the Contractor at COG's discretion based on funding availability and program needs of the TPB and the State DOTs and WMATA. Examples of travel monitoring studies that may be requested can be found below:
    - a. Bicycle and pedestrian counts (24 or 48 hours) using video detection at 10 to 12 locations in Northern Virginia.
    - b. Bus transit patronage counts (ons/offs) at stops and major bus bay locations.
    - c. Special generator studies such as entrance counts at major regional civilian or military generators.
    - d. Cordon counts of both motorized (including transit) and non-motorized travel.
    - e. Motorized vehicle volume and occupancy on freeways (both general purpose and HOV lanes) using windshield inspection methodology.
  - 2. For all optional tasks, the following general procedures will be followed:
    - a. COG will issue a proposed scope of work (including expected deliverables and completion dates) for the travel monitoring study.
    - b. Contractor shall provide a written response to the proposed scope of work, including the fixed price to complete the scope of work and deliverables by the specified date, within 10 business days of the date of COG's proposed task request.
    - c. COG will make any adjustments and accept or reject the Contractor's response and (if accepted) formally issue notice to proceed on the task within 10 business days of receiving the Contractor's response.
  - 3. As with the Core Task, for all optional tasks, Contractor must supply all counting equipment, including road tubes, counters, nails, and tape (if utilizing traditional tube counting machines), in addition to the actual traffic counting personnel.

- 4. As part of the scope of work, COG will provide reference maps for count locations and study area boundaries as well as a text description of count locations.
- 5. For Contractors proposing extensive use of non-intrusive count technology, COG reserves the right to require the Contractor to independently verify and validate their volume estimates to ground traffic counts.

#### E. Deliverables for Optional Tasks

- Contractor shall provide electronic copies of all raw data files (including videos, if applicable) and all final data files collected under optional tasks. The scope of work for an optional task may also require the contractor to provide a technical memorandum documenting the study approach, data collection methodology, independent verification, and validation of digitally obtained or derived volume estimates, or other such data.
- 2. COG reserves the right to request additional deliverables and specify data formats or recommend analytical approaches when issuing individual task orders.
- F. The Core Task is the only task known to be issued during the period of performance; other optional tasks are issued at the discretion of COG following consultation with DDOT, MDOT, VDOT, DRPT, or WMATA.

| COG                    | The Metropolitan Washington Council of Governments   |  |
|------------------------|--|--|
| DDOT                   | The District of Columbia Department of Transportation  |  |
| DRPT                   | Virginia Department of Rail & Public Transportation  |  |
| Contractor             | The term used throughout this document to describe the individual or organization awarded the prime contract based on this solicitation. |  |
| Contracting<br>Officer | The Executive Director of the Metropolitan<br>Washington Council of Governments or his designee  |  |
| DTP                    | COG Department of Transportation Planning  |  |
| FHWA                   | Federal Highway Administration   |  |
| FY21                   | COG Fiscal Year 2021 (July 1, 2020 to June 30, 2021)   |  |
| FY22                   | COG Fiscal Year 2022 (July 1, 2021 to June 30, 2022)   |  |
| HOV                    | High-Occupancy Vehicle   |  |
| HPMS                   | Highway Performance Monitoring System  |  |
| IDIQ                   | Indefinite Delivery, Indefinite Quantity   |  |
| MDOT                   | Maryland Department of Transportation  |  |
| MPO                    | Metropolitan Planning Organization   |  |
| MWAA                   | Metropolitan Washington Airports Authority   |  |
| Subcontractor          | A person or company who is the recipient of a task or portion of contracted work assigned or outsourced by a prime contractor.           |  |

### IV. DEFINITIONS USED IN THIS DOCUMENT

| Technical<br>Selection<br>Committee | The Committee (TSC) established to review and evaluate the proposals received under this solicitation |
|-------------------------------------|---|
| ТРВ                                 | Transportation Planning Board   |
| UPWP                                | Unified Planning Work Program   |
| VDOT                                | Virginia Department of Transportation   |
| WMATA                               | Washington Metropolitan Area Transportation Authority   |

## V. INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

- A. COG's preference is to award a single contract resulting from this solicitation to the responsible Contractor whose proposal conforms to the solicitation and will be most advantageous to COG and its members, including cost, technical and other requirements specified herein. COG may, at its discretion, award multiple contracts if it deems such an approach to be in the best interest of COG and its regional funding partners to complete the proposed scope of work.
- B. COG may award a contract or contracts based on initial offers received without discussion. Therefore, each initial offer should contain the Offeror's best terms from a price and technical standpoint. COG may communicate with Offerors to clarify, verify or obtain additional information about its past performance or experience.

## VI. PERIOD OF PERFORMANCE AND TYPE OF CONTRACT

- A. The period of performance shall begin on July 1, 2021 and continue through June 30, 2022 one (1) year. COG and the selected contractor(s) may mutually agree to extend the period of performance of the ensuing contract through four (4) additional COG fiscal years (July to June). The contract will be issued as a fixed price contract with the possibility of an additional IDIQ, on-call task orders.
- B. The payment to the Contractor for the Core Task is anticipated not to exceed one hundred and twenty thousand dollars (\$120,000) per annum.
- C. Additional payments for optional tasks are expected to range between forty thousand dollars (\$40,000) and one hundred and fifty thousand dollars (\$150,000) per annum depending on funding availability and tasks assigned.
- D. The Contract will have a Fixed Price for completing all work under the Core Task and a Fixed Price per unit for the Core Task; the general procedures for optional tasks include identifying and agreeing upon a Fixed Price for each optional task order.

## **VII. CONTENT OF PROPOSAL**

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

#### Volume I: Technical Response

- A. Section 1 Qualifications of the firm and key personnel
  - 1. This section shall provide the professional credentials and expertise of the Offeror and key personnel assigned to this project.
  - 2. Do not include any cost or pricing information in the technical section
  - 3. Although standard personnel resumes may be included as attachments to the proposal, amplification specific to this solicitation is required in this section. The absence of such project specific information shall cause the proposal to be deemed non-responsive.
- B. Section 2 Proposed method to accomplish the work
  - In this section of the proposal, Offerors must provide a detailed description of their approach for accomplishing the tasks specified herein. This section shall include a work plan, schedule, and a project management plan that will detail all lines of authority and communication which will support all the project requirements and logically lead to the deliverables required in this RFP. A matrix shall be provided which will identify, by task, key personnel assignments.
  - 2. Timely completion of the task orders outlined and issued for this project is of critical importance. Offerors are to provide a brief description of their current projects and the availability of key personnel proposed in this project.
  - 3. Offerors must provide an example scope of work, technical approach, work plan, and proposed staffing for one of the optional tasks that may be issued under this contract. In developing the writeup for this example, Offerors may select from one of the travel monitoring studies briefly described in the Scope of Work Section III, D, 1 of this RFP, or another type of travel monitoring study of the Offeror's choosing.
- C. Section 3 References of the Contractor and any Subcontractor(s)
  - The proposed Contractor and any Subcontractor(s) shall provide at least three (3) references who COG may contact regarding similar work performed. See Attachment C for form to be used.
  - 2. Offerors may provide letters of reference from previous relevant clients. Names, titles, addresses and telephone numbers shall be included for each reference.
  - 3. All three of these references shall include work in which the key personnel proposed to COG have been assigned.

#### Volume II. Administration

- A. Cost proposal for the Offeror and all Subcontractor(s)
  - 1. Section A Cost Detail
    - a. This section shall provide all cost information. Do not include any cost or pricing information in Volume I. Technical Response (Section 1, Section 2, and Section 3)

- Provide total costs by work task, including all expenses, profits and fees to be charged to COG for providing the services described above. This section shall include costs for the following travel monitoring and data collection activities:
- c. Costs must be valid for a minimum of 90 days.
- 2. Section B Cost for the Core Task
  - a. A Fixed Price for completing all work under the Core Task, and
  - b. Fixed Unit Costs for the following activities:
    - 1) A vehicle classification count performed for a continuous 7-day/168-hour period and including 13 vehicle classes
    - 2) A vehicle volume count performed for a continuous 3-day/72-hour period by direction
    - 3) A vehicle ramp volume count performed for a continuous 2-day/48-hour period.
- 3. Section C Cost for Optional Tasks
  - a. A fixed price for conducting one 24-hour directional video count of pedestrians, bicycles, and scooters delivered in Excel files as 15-minute totals by direction and micro-mode with original Video files for all counting locations.
  - b. One hour of vehicle occupancy data collection for interstate or other freeways and expressways, single direction monitoring, one lane.
  - c. One hour of vehicle occupancy data collection for other principal arterials, minor arterials, major and minor collectors, or local roads, single direction monitoring, one lane.
  - d. One hour of bicycle and pedestrian volume data collection, assume four-legged. intersection monitoring all departing legs.
  - e. One mile of roadway travel time data collection.
  - f. One hour of bus patronage (ons + offs) data collection.

## VIII. METHOD OF PROPOSAL EVALUATION AND SELECTION

The proposals will be evaluated by a technical selection committee. The selection committee may hold, at COG's option, a pre-selection meeting with the top-ranked Offerors. The final recommendation for selection to the COG Contracting Officer may be made based upon interviews and/or a best and final offer submitted by the Offerors, if required by the selection committee. In evaluating the proposals, the following factors will be considered, with points awarded up to the maximum shown:

| Factor   | Points |
|--|--------|
| Understanding and methodology used for the project   | 40     |
| Demonstrated knowledge and experience<br>of Key Personnel and availability of Key<br>Personnel | 30     |
| Cost and Price Analysis  | 15     |

| DBE Participation | 15  |
|-------------------|-----|
| Total Points      | 100 |

## IX. DISADVANTAGED BUSINESS ENTERPRISE

- A. Disadvantaged Business Enterprise ("DBE") participation shall be an integral component of the Contractor selection process for this RFP. COG's DBE Policy may be viewed on its website <u>https://www.mwcog.org/purchasing-and-bids/dbe-policy/</u>. 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.
- B. The plan shall include the name and address of the firm, a copy of the firm's <u>current</u> DBE Certification (as of the date of submission) from any federal, state or local government agency that certifies DBE Certification upon date of submission (please note only <u>DBE</u> certifications will be accepted by COG for this purpose). See Attachment E.
- C. COG, in accordance with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000 d 42 and Title 49, Code of Federal Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered pursuant to this advertisement will afford minority business enterprises full opportunity to submit bids in response to this invitation, and will not discriminate on the grounds of race, color, sex, or national origin in consideration for an award.
- D. <u>DBE Assurance</u> 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.
- E. 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 |  |  |

## X. PROPOSAL QUESTIONS

A. All questions concerning the RFP must be submitted in writing to the COG Contracts and Purchasing Office at <u>purchasing@mwcog.org</u> with a to cc: <u>gcrichlow@mwcog.org</u> 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.
- D. Addendums <u>must</u> be acknowledged on the Proposal Response form. Please check the website posting prior to your submission at <u>www.mwcog.org/purchasing-and-bids/cog-bids-and-rfps/</u>.

### XI. SUBMISSION DATE AND LOCKBOX INSTRUCTIONS

- A. Proposals shall be received via "Lockbox" by no later than 2:00 p.m. EST, March 19, 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 <u>not</u> 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. <u>Registration</u> To utilize the "LOCKBOX" service, proposer must be registered on the Mid-Atlantic Purchasing Team Vendor Registration System ("VRS") portal at <u>https://mwcog.net</u>.

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

To register:

- Go to the portal at <a href="https://mwcog.net">https://mwcog.net</a> 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.
- b. <u>Submission</u> Once registered in the VRS system go to the website at <u>https://</u><u>mwcog.net</u> and click on Solicitation Listings tab.

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

Click on the LOCKBOX button.

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

- To submit a question to COG.
- To upload proposer's formal bid response and any additional attachments to the lockbox (before the closing time for the solicitation).
- Please limit size of individual files to 10 MB.
- Limit number of files to the following:
  - o Section IV.B.1-2
  - Section IV.B.3 and the Proposal Response form and accompanying documents from checklist.
  - Resumes may be submitted in a separate file in needed
- The Proposers company name should be part of each file name.
- 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.

- Please do not wait until the last moment to register. If problems occur during registration please contact COG's provider at <u>customerservice@eepex.com</u> and cc: <u>purchasing@mwcog.org</u>
- c. DO NOT email submissions directly to COG they will be disqualified.
- 4. The submission should be made in three separate files
  - a. Technical Proposal Volume I, Sections 1-3
  - b. Pricing Proposal Volume II, Administration
  - c. DBE Plan

## XII. RFP 21-013 Proposal Response Form (Checklist and Acknowledgement & Signature Section)

This signed form must be included with the pricing submission to be considered responsive.

Proposer's Check List and Required Forms -

| ITEM |                       | YES  | NO |  |
|------|-----------------------|--|----|--|
| •    |                       | Acknowledge and accept Terms and Conditions should be noted on a separate sheet) |    |  |
| •    | Attachment B –        | Non-Collusion and Debarment Affidavit  |    |  |
| •    | Attachment C –        | References   |    |  |
| •    | Attachment D –        | Acknowledge Rider Clause   |    |  |
| •    | Certificate of Insura | nce (Acord Form from insurer)  |    |  |
| •    | Electronic Payment    | (See Terms and Conditions)   |    |  |
| •    | Exceptions            |  |    |  |

(Exceptions - If yes please attach all on separate sheet(s) at the end of this Proposal Response Form. Failure to acknowledge exceptions may be considered non-responsive)

#### Addendums Acknowledged (if applicable) – All Addendums <u>must</u> 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      |     |    | -   |

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:                  |           |  |  |  |
|------------------------|-----------|--|--|--|
| OFFICIAL COMPANY NAME: |           |  |  |  |
| ADDRESS:               |           |  |  |  |
| TELEPHONE:             | _WEBSITE: |  |  |  |
| EMAIL:                 |           |  |  |  |
| SIGNATURE:             |           |  |  |  |
| TITLE:                 |           |  |  |  |

## ATTACHMENT A TERMS AND CONDITIONS

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

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

#### I. Amendment

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

#### II. Bankruptcy

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

#### **III.** Compliance with Law

The Contractor hereby represents and warrants that:

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

- E. It shall comply with all federal, state and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
- F. It shall obtain, at its expense, all licenses, permits, insurance and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

#### IV. Contingent Fee Prohibition

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

#### V. Counterparts

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

#### VI. Force Majeure

Neither MWCOG and/or its members nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, declaration of emergency, or war where such cause was beyond, respectively, MWCOG's and/or its members or Contractor's reasonable control. MWCOG and/or its members and Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

## VII. Governing Law

The contract resulting from this solicitation shall be governed by and construed in accordance with the laws of the State/jurisdiction in which the participating entity officially is located.

#### VIII. Additional Terms and Conditions

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

#### IX. Indemnification

The Contractor shall protect, hold free and harmless, defend and indemnify MWCOG and its members including their officers, agents and employees from all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments (including attorney's fees) resulting from injury to, or death of, any person or damage to property of any kind, which injury, death or damage arises out of, or is in any way connected with the performance of the work or failure to perform its obligations under this Contract.

This obligation of indemnification shall apply to any acts or omissions, negligent conduct, whether active or passive, including acts or omissions of Contractor's agents or employees; except that it shall not be applicable to injury, death or damage to the property arising from the sole negligence of MWCOG and/or members, their officers, agents and employees.

### X. Independent Contractor

- A. Contractor shall perform the work required by this Contract as an "Independent Contractor." Although MWCOG and/or members reserves the right to determine the delivery schedule for the work to be performed and to evaluate the quality of the completed performance, MWCOG and/or members cannot and will not control the means or manner of the Contractor's performance. The Contractor shall comply promptly with any requests by MWCOG and/or members relating to the emphasis or relative emphasis to be placed on various aspects of the work or to such other matters pertaining to the work under this Contract. Contractor is responsible for determining the appropriate means and manner of performing the work.
- B. Contractor represents and warrants that Contractor is not an employee of MWCOG and/or members, is not currently employed by the Federal Government, and is not an officer, employee or agent of MWCOG and/or members.
- C. Contractor shall be responsible for all federal or state taxes applicable to any compensation or payments paid to Contractor under this Contract. Contractor is not eligible for any federal Social Security, unemployment insurance, or workers' compensation benefits from compensation or payments paid to Contractor under this Contract.
- D. Contractor agrees to immediately provide MWCOG and/or members notice of any claim made against Contractor by any third party. Contractor also agrees not to assign to any third party, without MWCOG's written consent, any obligation of MWCOG to indemnify Contractor for any actions under this Contract.

#### XI. Insurance Requirements

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

- D. All insurance policies shall have a minimum 30 days' notice of cancellation. Immediate written notice to MWCOG and members involved in the contract shall be required in the event of cancellation or restriction by the insurance company of any insurance policy referred to in this section.
- E. When insurance coverage is renewed, Contractor shall provide new certificates of insurance prior to expiration of current policies to all contracting agencies.

#### XII. Nondiscrimination

- A. A contractor who is the recipient of MWCOG and/or member funds, or who proposes to perform any work or furnish any goods under this Contract shall not discriminate against any worker, employee or applicant because of religion, race, sex, age, sexual orientation, physical or mental disability, or perceived disability.
- B. Contractor further agrees that this provision will be incorporated in all sub-contracts entered into in connection with this Contract.

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

- A. The Contractor agrees that all documents and materials, including but not limited to, reports, drawings, studies, specifications, estimates, maps, photographs, designs, graphics, mechanicals, artwork, and computations prepared by or for the Contractor under the terms of this Contract shall at any time during the performance of the services be made available to MWCOG and/or members upon request and shall become and remain the exclusive property of MWCOG and/or members upon termination or completion of the services. These jurisdictions shall have the right to use the same without restriction or limitation and without compensation to the Contractor other than that provided in this Contract. MWCOG and/or members shall be the owner for the purposes of copyright, patent or trademark registration.
- B. If the Contractor obtains or uses for purposes of this Contract, or subcontracts for, any design, device, material, or process covered by letters of patent for copyright, it shall provide an assignment to MWCOG and/or members of ownership for purposes of copyright, patent or trademark and of all right to possess and to use such design, device, material or process and a legally sufficient agreement with the patentee or owner, and a copy of such agreement shall be filed with MWCOG and/or members.
- C. The Contractor shall indemnify and save harmless MWCOG and/or members from any and all claims for infringement by reason of the use of any such patented design, device, materials, or process, or any trademark or copyright, and shall indemnify, protect and save harmless MWCOG and/or members, their officers, agents, and employees with respect to any claim. Action, costs or infringement, for royalties or user fees, arising out of purchase or use of materials, construction, supplies, equipment or services covered by this Contract.

#### XIV. Payments

<u>Electronic Payment</u> 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.

COG has implemented a P-Card Program utilizing MASTERCARD networks. Payments for this contract will be made utilizing COG's P-Card.

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.

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.

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 NON-COLLUSION AND DEBARMENT AFFIDAVIT

DATE \_\_\_\_\_

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

To Whom It May Concern:

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

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

| Bid  |   | -    |
|--|---|------|
| Name of Bidder                               |   | -    |
| Signature                                    |   |      |
| Title of Authorized Representative           |   |      |
| Swore to and subscribed before me this day o | f | , 20 |
| My commission expires, 20,                   |   |      |
| Notary Public                                |   |      |

(Notary Seal)

## ATTACHMENT C CONTRACT REFERENCES

CONTRACTOR:

PROVIDE THE INFORMATION REQUESTED BELOW ON ALL CONTRACT PROJECT WORK FOR THE PAST THREE (3) YEARS TO DATE. YOU MAY ATTACH AN ADDITIONAL PAGE IF NECESSARY. It is imperative that accurate contact names and phone numbers be given for the projects listed. Client information should include a contact person who can comment on the company's ability to perform the services required under this contract. The company should insure that telephone numbers and contact names given are up-to-date and accurate.

#### Project Number 1

| 1.                  | Name of Client Organization:  |
|---------------------|---|
| 2.                  | Name and Title of Point of Contact (POC) for Client Organization:   |
|                     | Phone Number of POC:Email:  |
| 3.                  | Approximate Value of Contract:  |
| 4.                  | Duration of Contract:   |
| 5.                  | Description of Services Provided:   |
| _                   |   |
| 6. T                | eam Member(s) Involved:   |
| Droio               |   |
| Frojec              | ct Number 2   |
| <u>Projec</u><br>1. | Name of Client Organization:  |
|                     |   |
| 1.                  | Name of Client Organization:  |
| 1.                  | Name of Client Organization:  |
| 1.                  | Name of Client Organization:<br>Name and Title of Point of Contact (POC) for Client Organization:   |
| 1.<br>2.            | Name of Client Organization:      Name and Title of Point of Contact (POC) for Client Organization:      Phone Number of POC:    Email:   |
| 1.<br>2.<br>3.      | Name of Client Organization:      Name and Title of Point of Contact (POC) for Client Organization:      Phone Number of POC:    Email:      Approximate Value of Contract:    Email: |

6. Team Member(s) Involve: \_\_\_\_\_

## CONTRACT REFERENCES (cont'd)

## Project Number 3

| 1.         | Name of Client Organization:                                      |
|------------|---|
| 2.         | Name and Title of Point of Contact (POC) for Client Organization: |
|            | Phone Number of POC:Email:  |
| 3.         | Approximate Value of Contract:                                    |
| 4.         | Duration of Contract:   |
| 5.         | Description of Services Provided:                                 |
| 6.         | Team Member(s) Involved:  |
| <u>Pro</u> | ject Number 4   |
| 1.         | Name of Client Organization:                                      |
| 2.         | Name and Title of Point of Contact (POC) for Client Organization: |
|            | Phone Number of POC:Email:  |
| 3.         | Approximate Value of Contract:                                    |
| 4.         | Duration of Contract:   |
| 5.         | Description of Services Provided:                                 |
| 6.         | Team Member(s) Involved:  |
| <u>Pro</u> | ject Number 5   |
| 1.         | Name of Client Organization:                                      |

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

| Phone Number of POC:Email:   |  |  |  |
|--|--|--|--|
| 3. Approximate Value of Contract:                                    |  |  |  |
| 4. Duration of Contract:   |  |  |  |
| 5. Description of Services Provided:                                 |  |  |  |
|  |  |  |  |
| 6. Team Member(s) Involved:  |  |  |  |
| Project Number 6   |  |  |  |
| 1. Name of Client Organization:                                      |  |  |  |
| 2. Name and Title of Point of Contact (POC) for Client Organization: |  |  |  |
| Phone Number of POC:Email:   |  |  |  |
| 3. Approximate Value of Contract:                                    |  |  |  |
| 4. Duration of Contract:   |  |  |  |
| 5. Description of Services Provided:                                 |  |  |  |
| 6. Team Member(s) Involved:  |  |  |  |
| Project Number 7   |  |  |  |
| 1. Name of Client Organization:                                      |  |  |  |
| 2. Name and Title of Point of Contact (POC) for Client Organization: |  |  |  |
| Phone Number of POC:Email:   |  |  |  |
| 3. Approximate Value of Contract:                                    |  |  |  |
| 4. Duration of Contract:   |  |  |  |
| 5. Description of Services Provided:                                 |  |  |  |

6. Team Member(s) Involved: \_\_\_\_\_

## ATTACHMENT D COG COOPERATIVE RIDER CLAUSE

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

#### I. Format

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

#### II. Terms

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

#### III. Other Conditions - Contract and Reporting

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

Semi-annual reporting Due Dates beginning from Contract execution:

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

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

## II. Participating Members

#### **COG Member Governments**

• District of Columbia

#### Maryland

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

#### Virginia

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

#### **Other Local Governments**

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

#### Public Authorities/Agencies

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

- Washington Metropolitan Area Transit
  Authority
- Washington Suburban Sanitary Commission

#### School Systems

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

#### State Agencies

 Maryland-National Capital Park and Planning Commission

#### **BALTIMORE METROPOLITIAN COUNCIL**

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

#### ATTACHMENT D COG RIDER CLAUSE Sample Approval Form Only – Do not fill out

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

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

| Participating Agency Name       |                 |  |  |  |  |
|---------------------------------|-----------------|--|--|--|--|
|                                 |                 |  |  |  |  |
| Solicitation/Contract Informati |                 |  |  |  |  |
| Name Solicitation/Contract      |                 |  |  |  |  |
| Lead Agency/Contract Holder     |                 |  |  |  |  |
| Contact Person                  |                 |  |  |  |  |
|                                 | Other Reference |  |  |  |  |
| Vendor Information:             |                 |  |  |  |  |
| Contractor Name                 |                 |  |  |  |  |
| Address                         |                 |  |  |  |  |
| City/State/Zip                  |                 |  |  |  |  |
| Contact Person                  |                 |  |  |  |  |
| Phone                           | Email Address   |  |  |  |  |
|                                 |                 |  |  |  |  |

See questions on next page.

| RFP-21-007 COMMUNITY ENGAGEMENT CAMPAIGN MARKETING |  |  |  |  |
|--|--|--|--|--|
|  | 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? |  |  |  |
| <u>Pa</u>  | rticipating Entity   | Metropolitan Washington Council of Governments |  |  |
| Na   | me   | Name   |  |  |
| Titl   | e  | Title  |  |  |
| Sig  | nature   | Signature                                      |  |  |



## ATTACHMENT E

## **DBE Plan Goals Submission**

| PROPOSER  | Name:                                  |                                       |
|---|--|---------------------------------------|
|   |  |                                       |
| Total Proposed Budget   | Value: \$                              |                                       |
| DBE Plan  | Yes No                                 |                                       |
| Check if Prime Contractor is<br>a DBE Certification<br>Form Must Be Attached to<br>this form. | Certification #                        | Expiration Date:                      |
|   | State:                                 | Certification Type: DBE (must be DBE) |
| DBE Certification   | Certifying Agency:                     |                                       |
|   |  |                                       |
| DBE SUBCONTRACTOR 1   | Name:                                  |                                       |
| Street Address  |  | Tax ID #:                             |
| City, State, Zip  |  | Website:                              |
|   | Nama                                   |                                       |
| POINT OF CONTACT  | Name:                                  | Title:                                |
|   | Email:                                 | Telephone:                            |
| Subcontract Value   | Cost \$                                | Percentage of total%                  |
| DBE Performance Period  | Start/                                 | End/                                  |
|   | State:                                 | Certification Type: DBE (must be DBE) |
| DBE Certification   | Certifying Agency:                     |                                       |
| Certification Form Must Be<br>Attached to this form   | Certification #                        | Expiration Date:                      |
|   | Copy for additional DBE subcontractors |                                       |
| DBE SUBCONTRACTOR 2   | Name:                                  |                                       |
| Street Address  |  | Tax ID #:                             |
| City, State, Zip  |  | Website:                              |
| POINT OF CONTACT  | Name:                                  | Title:                                |



## RFP-21-007 COMMUNITY ENGAGEMENT CAMPAIGN MARKETING

|   | 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<br>Attached to this form | Certification #                        | Expiration Date:                      |
|   | Copy for additional DBE subcontractors |                                       |
| 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<br>Attached to this form | Certification #                        | Expiration Date:                      |
|   | Copy for additional DBE subcontractors |                                       |
| 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%                  |



## RFP-21-007 COMMUNITY ENGAGEMENT CAMPAIGN MARKETING

| DBE Performance Period                              | Start/             | End//                                 |
|---|--------------------|---------------------------------------|
| DBE Certification                                   | State:             | Certification Type: DBE (must be DBE) |
|   | Certifying Agency: |                                       |
| Certification Form Must Be<br>Attached to this form | Certification #    | Expiration Date:                      |
| Copy for additional DBE subcontractors              |                    |                                       |

NOTE: This form is available in Excel format upon request

