



REQUEST FOR PROPOSAL 21-015

GUARANTEED RIDE HOME OPERATIONS PROGRAM

Pre-Proposal Conference April 9, 2021 at 10:00 pm EDT

Response Deadline April 22, 2021 at 2:00 pm EDT

Electronic submissions are required for this RFP

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

See submission response instructions in Section XI

**REQUEST FOR PROPOSAL
RFP 21-015**

Release Date April 1, 2021

GUARANTEED RIDE HOME OPERATIONS PROGRAM

I. METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS

- A. The Metropolitan Washington Council of Governments (“COG”) is the regional planning 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”). The Commuter Connections program is administered by the TPB and is funded by the District of Columbia, Maryland, and Virginia Departments of Transportation.

II. PROJECT OVERVIEW

The objective of this RFP is to select a qualified vendor to verify and authorize GRH Ride Home program use and ride requests and to provide timely, reliable transportation arrangements services with the appropriate taxicab and car rental GRH service providers. Prospective vendors will be required to authorize and arrange appropriate transportation services to eligible commuters who carpool, vanpool, ride transit or commuter rail, bicycle or walk to work in the event of an emergency, unscheduled overtime, or other eligible events. All GRH program

METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS
RFP 21-015 GUARANTEED RIDE HOME PROGRAM

transportation services will be offered between the hours of 6:00 a.m. to 10:00 p.m. on weekdays, except designated holidays as shown in the current GRH Participation Guidelines (See Exhibit A Item G) and will originate within the Metropolitan Washington and Baltimore regions (See Exhibit B) and will terminate within either of the Metropolitan regions. Any other destination points outside of the above-mentioned areas will be considered on a case by case basis in consultation with COG/TPB staff.

For participating commuters who are registered to the GRH database, the program works as shown in the GRH Participation Guidelines (See Exhibit A). The selected operations vendor will interface with the program and COG/TPB staff as follows:

- A. Participating commuters will call Commuter Connections and/or the selected operations vendor for authorized use of the GRH program. Commuter Connections GRH staff and/or the selected operations vendor will make immediate arrangements for taxi rides Transportation Network Company (TNC) rides, sedan rides, or car rentals through COG vendors, or transit (or a mixed combination) available to the participant based on their location, type of emergency, and available options.
- B. GRH Trip authorization will only be given in the event of an unexpected personal or family emergency or personal illness, unscheduled overtime, or another eligible event determined by Commuter Connections staff and/or the selected operations vendor. The selected operations vendor will then make the arrangements for transportation home, to the place of the emergency, or to another pre-approved location. The Commuter Connections GRH staff and/or selected operations vendor will provide the authorized GRH number to the commuter.
- C. For GRH trips of 40 miles or less, Commuter Connections GRH staff and/or the selected operations vendor, will contact the taxicab or shuttle provider to arrange the location of the work site pick-up, the trip destination, and the pick-up time. Transit options will be considered when appropriate and applicable. For GRH trips of more than 40 miles, Commuter Connections GRH staff and/or the selected operations vendor will contact the rental car provider, if applicable, to arrange to have a vehicle delivered to the employee at the work site. In some instances, a car rental option will need to be used due to the unavailability of taxicab service in the jurisdiction. In areas that are not well covered by taxicab companies or transit, the vendor will contact a transportation network company (TNC) to provide the ride.
- D. The participant will be required to show identification and present the preauthorized GRH number given to them by Commuter Connections GRH staff and/or the selected operations vendor to the taxicab, TNC, sedan driver, or car rental agent as proof of eligibility for service. The authorized GRH number will be placed on an invoice/voucher provided by the vendor accompanied by the participant's signature. The signed invoice/voucher will act as payment for the taxicab, sedan or TNC ride, or for a 24-hour car rental. The participant will be responsible for gratuity charges. Registered commuters using the rental car option will be required to sign a standard rental agreement, show a valid driver's license, proof of insurance or request to purchase insurance from the rental car company, and provide a credit card number for collateral before the car is taken.
- E. Taxicab/sedan, TNC, and rental car providers will verify, then accept the GRH authorized numbers in exchange for providing taxi/sedan, TNC, and rental car services to eligible commuters.

- F. Commuter Connections staff and/or the selected operations vendor will provide eligible commuters and taxicab/sedan and TNC provider's valid GRH authorization numbers. At the end of the ride, taxicab/sedan drivers will be required to enter the meter fare and distance of the ride, sign a voucher provided by the taxicab/sedan company, and have the commuter verify the information and sign the voucher provided by the company. TNC rides will be verified electronically by the commuter and driver.

Rental car providers will also accept valid GRH numbers authorized by Commuter Connections and/or the selected operations vendor from eligible commuters and have the participants verify their destination and authorized GRH number for 24-hour car rental. Rental car agents will also be required to have the employee show proof of identification, to sign a standard rental agreement, show a valid driver's license, proof of insurance or request for purchase of insurance on-site, and provide a credit card number for collateral before the rental car is taken. It is the responsibility of the rental agency to provide transportation back to the agency for their employee delivering the vehicle to the participant.

- G. Eligible registered GRH participants will be able to use the program up to four (4) times annually. Advance registration will be encouraged and publicized. However, a onetime exception is allowed under emergency circumstances for non-registered commuters. After the one-time exception, pre-registration will be required of an individual in order to process a GRH request.
- H. COG will provide information on the GRH transportation service providers along with the appropriate training to determine which GRH transportation service provider to use when arranging transportation services. COG will provide all training for determining authorization eligibility and for software data entry procedures.

III. SCOPE OF WORK

GRH Operations Scope of Required Services

The objective of the Commuter Connections GRH Program is to verify and authorize GRH use and to arrange timely, reliable transportation services for eligible commuters who carpool, vanpool, or ride transit or commuter rail, bicycle, or walk to work, in the event of a personal or family emergency, personal illness, unscheduled overtime, or other eligible event. COG seeks a qualified firm to accomplish the following:

- A. Arrange the appropriate GRH transportation services for commuters registered to the Commuter Connections GRH program who meet GRH eligibility requirements and work inside the Washington/Baltimore metropolitan regions (See Exhibit B). The selected operations vendor may be required to assist COG/TPB staff in GRH contract negotiations and/or service disputes. Therefore, a thorough understanding and knowledge of taxicab/sedan, TNC and car rental operations and relationships are essential. The selected operations vendor will be required to provide dispatching services between the hours of 6:00 a.m. - 10:00 p.m., Monday through Friday, except designated holidays as shown in the GRH Participation Guidelines (see Exhibit A Item G).
- B. Provide all necessary personnel, and office equipment to satisfy the requirements of this RFP. Computer, hardware, software, phone equipment and data communication lines (i.e. T-1 and/or VoIP) for this project will be provided by COG. The selected operations vendor should have a very thorough knowledge of the Washington and Baltimore metropolitan

regions' geography, roadway systems, transit services, and a general understanding of transportation demand management programs.

- C. Answer telephone calls from GRH commuters in no more than two (2) telephone rings. Calls directed to COG's "800" Commuter Connections phone line will be directly transferred to the selected vendor through a phone menu selection by the commuter and, on occasion, by COG/TPB staff. The vendor will be required to use live attendants and/or dispatchers to answer all incoming calls. If a call goes into voice mail, the expectation is for staff to immediately respond to the message. Approximately 500 telephone calls are received each month.¹ The telephone system will be provided by COG and is VOIP based. The system will allow for the monitoring of phone calls for customer service purposes by COG/TPB staff. Recorded messages or placing the caller(s) on hold are not accepted working practices for this project. Ride requests can also be made electronically through the TDM Software system or through a mobile application through the commuter's account with Commuter Connections which will appear to the selected firm through email. The selected firm will be required to continuously monitoring its email in-box in order to immediately respond to electronic requests made. Requests of this nature will need to be verified through a telephone call-back process which will lead to dispatching the ride.
- D. Once callers are verified as registered in the GRH program or granted an allowed trip under the "one time exception" guideline, the selected operations vendor will be responsible for contacting the appropriate taxicab, sedan, TNC, or rental car providers who are under contract to COG to arrange the ride request or provide the appropriate transit information to the eligible commuter. The TDM Software system will automatically generate an authorization number for approved GRH trips. The GRH authorization number must be given to the appropriate GRH transportation vendor(s) and the commuter. The taxicab, sedan, or TNC driver will be required to verify authorization with the eligible commuter using the GRH authorization number and require the eligible commuter show proof of identification and verify the commuter's destination at the time of pick-up.
- The selected vendor will direct the appropriate GRH transportation service provider to the pick-up site location where the approved GRH commuter is located within 10 to 15 minutes (for taxi cab, TNC, and shuttle service providers) or deliver the rental car (for rental car providers) within 10 to 15 minutes of notification of the need for emergency transportation service.
- E. If the participant does not meet the program eligibility criteria, it is the responsibility of the selected vendor to offer to arrange the taxicab/sedan, TNC, or car rental service at the caller's expense.
- F. The selected vendor will be responsible for entering all authorization requests into the Commuter Connections GRH TDM software system database as well as registering "one-time exception" requests. This also includes any eligibility exceptions to the program.
- G. The selected vendor will submit monthly invoices showing all hours, overhead and direct costs to COG. If rides are given by the vendor that do not meet program criteria or have not been authorized under any exception rules by COG, the vendor will be required to subtract the amount of the rides given from its monthly invoice total.

¹ The call volumes shown here are based on the pre-Coronavirus Pandemic period and are expected to increase once regional recovery is underway

- H. The selected vendor will maintain GRH program statistical information. The selected vendor will maintain accurate GRH program statistics by keeping weekly tallies of services and labor provided. Statistical information collected by the selected vendor will include, but not be limited to, number of calls received, rides given, rides denied, re-registrations, cancelled rides, information calls, one-time exception trips, and no-show's in monthly activity summary reports. Time of calls, location of pick-up and drop-off site(s), and type of mode dispatched (including transit) will be reported on daily in-take sheets and submitted to COG.
- I. The selected vendor will provide an update of program activities at least three (3) times annually to COG/TPB staff through meetings. The update will include staffing of the project, a status report on program issues arising from taxicab/sedan, TNC and car rental agencies and with commuters using the program, and any other pertinent issues affecting program operational performance.

IV. INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

- A. Any company or entity interested in submitting a proposal on this RFP is encouraged to attend via teleconference this preproposal conference on Thursday, April 9, 2021, at 10 AM in order to obtain a better understanding of the goals of this project and the services sought for this RFP. All technical questions will be answered at this meeting or via addendum following the meeting.

Procedural questions may be posed prior to or following the pre-proposal conference as per Section X. Companies or other entities intending to participate in the pre-proposal conference must notify Rick Konrad at rkonrad@mwkog.org to receive an meeting link.

- B. COG's preference is to award a single contract resulting from this solicitation to the responsible vendor 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.
- C. 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.

V. PERIOD OF PERFORMANCE AND TYPE OF CONTRACT

- A. The period of performance shall begin on upon the execution of the contract and continue through June 30, 2022. 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) dependent on funding and vendor performance.
- B. COG intends to award a single fixed price contract for year one resulting from this solicitation to the responsible Offeror whose proposal conforms to the solicitation and will be most advantageous to COG including cost, technical, and other requirements specified herein.
- C. The budget is not to exceed \$237,500. Of that amount \$190,000 is reserved for GRH Operations in the Washington DC Metropolitan Region and \$42,500 is reserved for operations in the Baltimore Region.

metropolitan region and St. Mary's County, Maryland,

VI. PROPOSAL FORMAT

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

Volume I: Technical Response (File 1 Titled "Technical Response" + Firm Name)

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

1. 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.

C. Section 3 - References of the Contractor and any Subcontractor(s)

1. 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 (3) of these references shall include work in which the key personnel proposed to COG have been assigned.
4. References can be submitted as a separate file if necessary.

Volume II. Administration – (File 2 – Titled – “Response Form” + Firm Name)

- D. Proposal Response Form (Submitted as a separate file with the cost and the DBE Plan)
- E. Cost proposal for the Prime Contractor/Offeror and all Subcontractor(s)
 - 1. Section A Cost Detail
 - 2. This section shall provide the total costs, including all expenses, profits, and fees to be charged to COG/TPB for providing the services described above. In addition, should any commissions be anticipated for media placement, those commissions shall be specified.
- F. DBE form (Attachment E) – must include all proof of DBE certification with Attachment E.

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 of the Requirements of the RFP, Technical Quality of the Proposal and Project Approach	35
Demonstrated knowledge and experience of Key Personnel and Availability of Key Personnel	40
Cost and Price Analysis	10
DBE Participation	15
Total Points	100

XI. 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 <https://www.mwcog.org/purchasing-and-bids/dbe-policy/>.

- B. Responding firms shall submit with their proposals a DBE Participation Plan (Attachment E) to meet this goal. The plan shall identify any DBE that shall be participating in the project.
- C. The plan shall include the name and address of the firm, a copy of the firm's **current** DBE Certification (as of the date of submission) from any federal, state, or local government agency that certifies the DBE firm. Failure to provide the proof of DBE certification for prime or subcontracting firms will result in disqualification of DBE points.
- D. *Only current* **DBE** certifications will be accepted by COG for this purpose. Pending certifications are not eligible for points in this solicitation.
- E. No certifications except DBE are eligible for points. Do not submit MBE, SMB, SWAC or other certification types. They will be rejected. No exceptions.
- F. 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.
- G. 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:

<u>PARTICIPATION POINTS</u>	
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 purchasing@mwcog.org with a to cc: rkonrad@mwcog.org no later than five (5) business days prior to the deadline.
- B. All questions will be answered via addendum and posted on COG's website three (3) business days prior to the deadline.
- C. No questions will be accepted following the cut-off date.
- D. Addendums **must** be acknowledged on the Proposal Response form. Please check the website posting prior to your submission at www.mwcog.org/purchasing-and-bids/cog-bids-and-rfps/. Failure to acknowledge the addendums could result in the submission being deemed non-responsive.

XI. SUBMISSION DATE AND LOCKBOX INSTRUCTIONS

- A. Proposals shall be received via “Lockbox” by no later than 2:00 p.m. EDT, April 22, 2021.
- B. Submissions for this RFP **must** be made electronically to COG’s solicitation “Lockbox.”
- C. Lockbox Submission Instructions are as follows:
1. Proposals may not be submitted through hard copy, fax, or other electronic methods except as designated below.
 2. Please use the RFP number and your firm name in the file name of your electronic submission.
 3. Offerors shall submit one (1) electronic copy of their qualifications to the COG Lockbox system as per the below directions.
 - a. Offerors shall submit one (1) electronic copy to the COG “Lockbox” system in the following fashion:
 - i. Registration – To utilize the “LOCKBOX” service, Offeror must be registered on the Mid-Atlantic Purchasing Team Vendor Registration System (“VRS”) portal at <https://mwcog.net>.

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

To register:

- Go to the portal at <https://mwcog.net> and click the Vendors listing the left menu on the page.
 - Click Register and fill out the form. NOTE: Offeror will need its company information including its TIN/EIN number if Offeror is a company or Offeror’s SSN if Offeror is a sole proprietor.
 - Registering will give Offeror access to the LOCKBOX solicitations.
- ii. If the firm is already registered in the VRS then this step can be skipped. The vendor will need to have their Vendor ID and VIN numbers handy.
- iii. Submission – Once registered in the VRS system go to the website at <https://mwcog.net> and click on Solicitation Listings tab. Those solicitations utilizing the VRS Lockbox service will be highlighted with a LOCKBOX button.

Click on the LOCKBOX button.

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

- To submit a question to COG.

METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS
RFP 21-015 GUARANTEED RIDE HOME PROGRAM

- To upload Offeror'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:
 - 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 Offeror's company name should be part of each file name.*
- To withdraw Offeror's formal response should Offeror 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 Offeror uploaded.

If no vendor ID is provided, Offeror will be directed to the registration page.

If Offeror wants to ensure that Offeror's company details are correct prior to uploading the proposal, then logon to VRS using Offeror'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 Offeror's company details, click SOLICITATION LISTINGS button on the VRS home page followed by clicking on the VIEW SOLICITATIONS button for COG on the PENDING SOLICITATIONS page.

- b. Please do not wait until the last moment to register. If problems occur during registration please contact COG's provider at customerservice@eepex.com and cc: purchasing@mwkog.org
 - c. DO NOT email submissions directly to COG they will be disqualified.
4. The submission should be made in three (3) separate files
- a. Volume 1: Technical Proposal – Volume I, Sections 1-3
 - b. Volume 2: Administration Section I – Volume II, Administration including Proposal Form with pricing and DBE information

METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS
RFP 21-015 GUARANTEED RIDE HOME PROGRAM

XII. RFP 21-015 Proposal Response Form (Checklist and Acknowledgement & Signature Section)

This signed form must be included as a cover page for the pricing and DBE submissions. It should be uploaded as a separate attachment (Volume 2) to be considered responsive.

Offeror's Check List and Required Forms -

ITEM	YES	NO
• Attachment A - Acknowledge and accept Terms and Conditions (If NO - Exceptions should be noted on a separate sheet)	___	___
• Attachment B - Non-Collusion and Debarment Affidavit	___	___
• Attachment C - References	___	___
• Attachment D - Acknowledge Rider Clause	___	___
• Attachment E - DBE Plan	___	___
• Certificate of Insurance (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 must be acknowledged

Addendum #1	YES ___	NO ___	N/A ___
Addendum #2	YES ___	NO ___	N/A ___
Addendum #3	YES ___	NO ___	N/A ___
Addendum #4	YES ___	NO ___	N/A ___

Others _____

See next page for signature

METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS
RFP 21-015 GUARANTEED RIDE HOME PROGRAM

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.

OFFICIAL COMPANY NAME: _____

Primary Representative Name: _____

ADDRESS: _____

TELEPHONE: _____ WEBSITE: _____

EMAIL: _____

SIGNATURE: _____ Title: _____

Secondary Representative Name: _____

Secondary Representative Email Address _____

**ATTACHMENT A
TERMS AND CONDITIONS**

I. Energy Conservation - 42 U.S.C. § 6321 *et seq.*

The SUBRECIPIENT agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

II. Clean Water Requirements - 33 U.S.C. § 1251 *et seq.*

A. The SUBRECIPIENT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended. The SUBRECIPIENT agrees to report each violation to COG and understands and agrees that COG will, in turn, report each violation, as required, to assure notification to appropriate federal agencies including the appropriate EPA Regional Office.

B. The SUBRECIPIENT also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance.

III. Lobbying - 31 U.S.C. § 1352 *et seq.*

(To be submitted with each bid or offer exceeding \$100,000)

A. The undersigned certifies, to the best of his or her knowledge and belief, that:

B. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and federal contract, grant, loan, or cooperative agreement.

C. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). [Note: Language in paragraph (b) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995. (P.L. 104-65, to be codified at 2 U.S.C. § 1601 *et seq.*)]

D. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

- E. Signing this solicitation is a certification that is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

IV. Access to Records and Reports - 49 U.S.C. § 5325

- A. The SUBRECIPIENT agrees to provide COG, and if applicable the state or federal funding agency, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the SUBRECIPIENT which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transactions.
- B. The SUBRECIPIENT agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The SUBRECIPIENT agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case the SUBRECIPIENT agrees to maintain same until COG, the applicable state or federal funding agency, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

V. Funding Agency Changes

The SUBRECIPIENT shall at all times comply with all applicable state and federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the funding agreement between such agency and COG, as they may be amended or promulgated from time to time during the term of this Contract. SUBRECIPIENT failure to comply shall constitute a material breach of this Contract.

VI. Clean Air - 42 U.S.C. § 7401 et seq.

- A. The Clean Air requirements apply to all contracts exceeding \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year.
- B. The SUBRECIPIENT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The SUBRECIPIENT agrees to report each violation to COG and

understands and agrees that COG will, in turn, report each violation as required to assure notification to the funding federal agency, if any, and the appropriate EPA regional office.

- C. The SUBRECIPIENT also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance.

VII. Recycled Products - 42 U.S.C. § 6962

- A. The Recycled Products requirements apply to all contracts for items designated by the EPA, when COG or the SUBRECIPIENT procures \$10,000 or more of one of these items during the fiscal year or has procured \$10,000 or more of such items in the previous fiscal year, using federal funds.
- B. The SUBRECIPIENT agrees to comply with all requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. § 6962), including but not limited to regulatory provisions of 40 C.F.R. Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 C.F.R. Part 247.

VIII. No Government Obligation to Third Parties

- A. The SUBRECIPIENT acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities of COG, the SUBRECIPIENT, or any other person (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- B. The SUBRECIPIENT agrees to include the above clause in each subcontract financed in whole or in part with federal assistance. It is further agreed that the clause shall not be modified, except to identify the SUBRECIPIENT that will be subject to its provisions.

IX. Program Fraud and False or Fraudulent Statements and Related Acts -

31 U.S.C. § 3801 *et seq.*

- A. The SUBRECIPIENT acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and all appropriate federal agency regulations apply to its actions pertaining to this PROJECT. Upon execution of the underlying contract, the SUBRECIPIENT certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract of the federally assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the SUBRECIPIENT further acknowledges that if it makes, or caused to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies

Act of 1986 on the SUBRECIPIENT or to the extent the Federal Government deems appropriate.

- B. The SUBRECIPIENT also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with federal assistance, the Federal Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(N)(1) on the SUBRECIPIENT, to the extent the Federal Government deems appropriate.
- C. The SUBRECIPIENT agrees to include the above two clauses in each subcontract financed in whole or in part with federal assistance. It is further agreed that the clause shall not be modified, except to identify the SUBRECIPIENT who will be subject to the provisions.

X. Insurance Requirements

- A. For its activities and operations, Contractor shall obtain, and at all times keep in effect, Commercial General Liability Insurance in the amounts listed below. The insurance shall include coverage for personal injury and claims of discrimination and civil rights violations. All such insurance shall name MWCOG as ADDITIONAL INSURED. A copy of the certificate of insurance shall be filed with MWCOG before any services are rendered. Contractor shall maintain coverage in the amounts of \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$500,000 for property damage. Coverage shall be written on an occurrence form (Accord Form).
- B. Contractor shall obtain, and at all times keep in effect, automobile insurance on all vehicles used in this Contract. Contractor's automobile insurance shall include coverage 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 performance of this Contract. All such insurance shall name MWCOG and/or its 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 at least the minimum amount required by 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 to all contracting agencies and MWCOG prior to expiration of current policies.

XI. Termination - 49 U.S.C. Part 18

Applicable to all contracts in excess of \$10,000

A. Termination for Convenience

COG, by written notice, may terminate this Contract, in whole or in part, at any time by written notice to the SUBRECIPIENT when it is in COG's best interest. If this Contract is terminated, COG shall be liable only for payment under the payment provisions of this Contract for services rendered before the effective date of termination.

B. Termination for Default [Breach or Cause]

If the SUBRECIPIENT fails to perform in the manner called for in this Contract, or if the SUBRECIPIENT fails to comply with any other provisions of the Contract, COG may terminate this Contract for default. Termination shall be affected by serving a notice of termination on the SUBRECIPIENT setting forth the manner in which the Contract is in default. The SUBRECIPIENT will only be paid the contract price for services performed in accordance with the manner of performance set forth in the Contract. If it is later determined by COG that the SUBRECIPIENT had an excusable reason for not performing, such as strike, fire, or flood, events which are beyond the control of the SUBRECIPIENT, COG, after setting up a new delivery of performance schedule, may allow the SUBRECIPIENT to continue work, or treat the termination as a termination for convenience.

C. COG in its sole discretion may, in the case of termination for breach or default, allow the SUBRECIPIENT ten (10) working days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If the SUBRECIPIENT fails to remedy to COG's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the ten (10) working days after receipt by the SUBRECIPIENT of written notice from COG setting forth the nature of said breach or default, COG shall have the right to terminate the Contract without further obligation to the SUBRECIPIENT. Any such termination for default shall not in any way operate to preclude COG from also pursuing all available remedies against the SUBRECIPIENT and its sureties for said breach or default.

D. In the event COG elects to waive its remedies for any breach by the SUBRECIPIENT of any covenant, term or condition of this Contract, such waiver by COG shall not limit COG's remedies for any succeeding breach of that or any other term, covenant, or condition of this Contract.

XII. Civil Rights Requirements - 29 U.S.C. § 62, 42 U.S.C. § 2000, 42 U.S.C. § 602, 42 U.S.C. § 12112, 42 U.S.C. § 12132, 49 U.S.C. § 5332

A. Nondiscrimination

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of federal law, the SUBRECIPIENT agrees that it will not discriminate against any employee or applicant for employment

METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS
RFP 21-015 GUARANTEED RIDE HOME PROGRAM

because of race, color, creed, national origin, sex, age, or disability. In addition, the SUBRECIPIENT 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 SUBRECIPIENT 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 SUBRECIPIENT 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 SUBRECIPIENT agrees to comply with apprenticeship. In addition, the SUBRECIPIENT 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 SUBRECIPIENT agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the SUBRECIPIENT 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 SUBRECIPIENT 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 SUBRECIPIENT agrees to comply with any implementing requirements the funding federal agency may issue.

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

XIII. Breaches and Dispute Resolution.

A. Disputes

Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the COG Executive Director or his/her designee. This decision shall be final and conclusive, unless within ten (10) working days from the date of receipt of its copy, the SUBRECIPIENT mails or otherwise furnishes a written appeal to the Executive Director or his/her designee. In connection with any such appeal, the SUBRECIPIENT shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Executive Director or his/her designee shall be binding upon the SUBRECIPIENT, and the SUBRECIPIENT shall abide by the decision.

B. Performance During Dispute

Unless otherwise directed by COG, the SUBRECIPIENT shall continue performance under this Contract while matters in dispute are being resolved.

C. Claim for Damages

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for acts it is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

D. Remedies

Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between COG and the SUBRECIPIENT arising out of or relating to this agreement or its breach may be submitted by the parties for arbitration if the parties mutually agree, otherwise, such claims, counterclaims, disputes and other matters shall be decided by a court of competent jurisdiction within the District of Columbia.

E. Rights and Remedies

The duties and obligations imposed by the Contract and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by COG or the SUBRECIPIENT shall constitute a waiver or any right or duty afforded to them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.

XIV. Patent and Rights in Data.

A. Rights in Data

The following requirements apply to each contract involving experimental, developmental or research work:

1. The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; CDs or flash drives (thumb drives) containing data; and any other information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.
2. The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:
 - a) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections M.2.a and M.2.b of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its federal license to any other party.
 - i. Any subject data developed under that contract, whether or not a copyright has been obtained; and
 - ii. Any rights of copyright purchased by the Purchaser or the SUBRECIPIENT using federal assistance.

B. Patent Rights

The following requirements apply to each contract involving experimental, developmental, or research work:

1. General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and the SUBRECIPIENT agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until the federal funding agency is ultimately notified.
2. Unless the Federal Government later makes a contrary determination in writing, irrespective of the SUBRECIPIENT status (a large business, small

business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the SUBRECIPIENT agree to take the necessary actions to provide, through the federal funding agency, those rights in that invention due the Federal Government as described in the U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

3. The SUBRECIPIENT also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with federal assistance.

XV. Interest of Members of Congress

No member of, or delegates to, the Congress of the United States shall be admitted to a share or part of this Contract or to any benefit arising there from.

XVI. Interest of Employees of COG

No employee of COG who exercises any functions or responsibilities in review or approval of the undertaking or carrying out the PROJECT during his or her tenure or one (1) year thereafter, shall have any personal interest, direct or indirect, apart from his or her official duties, in this Contract or the proceeds thereof.

XVII. Interest of the SUBRECIPIENT

The SUBRECIPIENT covenants that it has presently no financial interest, shall not acquire any financial interest, direct or indirect, which will conflict in any manner or degree with the performance of services required to be performed under this Contract. The SUBRECIPIENT further covenants that, in the performance of this Contract, no person having any such interest shall be employed.

XVIII. Payment

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

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

COG has implemented a P-Card Program utilizing MASTERCARD networks. Purchases from 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.

XIX. Allowable Costs

Only those costs which are consistent with Title 2 Part 200 of the Code of Federal Regulations shall be reimbursed under this Contract.

XX. Covenant Against Contingent Fees

The SUBRECIPIENT warrants that it has not employed any person to solicit or secure this Contract upon any agreement for a commission, percentage, brokerage or contingent fee. Breach of warranty shall give the Contracts Officer the right to terminate this Contract or, in his discretion, to deduct from the Contract price or consideration the amount of such commission, percentage, brokerage or contingent fees. This warranty shall not apply to commissions payable by the SUBRECIPIENT upon contracts or sales secured or made through a bona fide established commercial or selling agency maintained by the SUBRECIPIENT for the purpose of securing business.

XXI. Indemnification

The SUBRECIPIENT, acting as an independent SUBRECIPIENT, shall hold COG harmless from and shall be solely responsible, where found liable, for the payment of any and all claims for loss, personal injury, death, property damage, or otherwise, arising out of any act of omission or negligence of its employees or agents in connection with the performance of this work.

XXII. Severability

It is understood and agreed by the parties that if any of these provisions shall contravene, or be invalid under, the laws of the particular state, county or jurisdiction where used, such contravention or invalidity shall not invalidate the whole agreement, but the Contract shall be construed as of not containing the particular provision or provisions held to be invalid in the said particular state, county or jurisdiction and the rights and obligations of the parties shall be construed and enforced accordingly.

XXIII. Assignments

This Contract shall not be assigned, sublet or transferred in whole or in part by the SUBRECIPIENT, except with the previous written consent of the COG Contracting Officer or his designee.

XXIV. Entire Agreement

This Contract sets forth the entire understanding of the parties and supersedes all previous agreements, whether oral or in writing, relating to the subject matter hereof. This Contract may only be altered, amended or modified in accordance with Changes Clause of this Contract.

XXV. Confidential or Personal Data

METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS
RFP 21-015 GUARANTEED RIDE HOME PROGRAM

- A. COG respects the privacy or business interests involved in confidential or personal data. It is COG's policy to obtain confidential or personal data or store or allow storage of such data only -
 - 1. When necessary to fulfill COG's information-gathering and data collection responsibilities
 - 2. In conjunction with COG projects. COG intends to minimize risk of disclosure of such confidential or personal data.
- B. Whenever feasible and the requirements of a project allow, the names of survey participants or users of a website or other data collection method shall not be accepted, recorded, stored or retained.
- C. When COG engages in a project, which involves the collection or storage of confidential or personal information by or through use of surveys, websites or by other data collection, the following conditions shall be met:
 - 1. The survey, website or other collection method shall contain a set of conditions for use and a disclaimer of any COG liability for use, in language approved by COG in writing.
 - 2. The party(ies) working with COG shall demonstrate adherence to a federal or applicable state standard for protecting confidential or personal information.
 - 3. The confidential or personal information collected or stored by or through the survey, website or other data collection shall be kept confidential. All necessary steps shall be taken to protect the privacy of the users of the website or other data collection. Any confidential or personal information provided by users of the website or other data collection, including but not limited to their names and addresses, shall be protected.
 - 4. COG shall retain control over and ownership of all surveys, web pages, control files and scripts, database schema, and database contents, in addition to all content which is published on or stored by the website or other data collection, unless COG specifically agrees in writing otherwise.
 - 5. No release of any announcements intended for public dissemination concerning the collection or storage of such information by or through the survey, website or other data collection shall occur until COG has given prior written authorization, unless COG specifically agrees in writing otherwise.
 - 6. In the event that information collected or stored by or through the survey, website or other data collection shall be stolen or handled incorrectly, the party(ies) working with COG on the PROJECT shall be responsible for any required notification to persons who have entered personal information in that system and all costs related thereto.
 - 7. The PROJECT documents shall provide that other parties working with COG on the survey, website or other data collection or storage shall indemnify COG with at least the following commitment:

The [SUBRECIPIENT or other party] shall indemnify and hold COG harmless from and shall be solely responsible, for the payment of any and all claims for loss, personal injury, death, property damage, infringement or misappropriation of any third party's intellectual property rights, violation of privacy, confidentiality or otherwise, arising out of any act of omission or negligence of its employees or agents in connection with the performance of the work under this [agreement or memorandum of understanding].

8. At the end of the project or contract, any personal or confidential information shall be given to COG or destroyed, and a certification of destruction provided to COG by the SUBRECIPIENT or other party.

XXVI. COG's Policies and Procedures

When federal law, or any grant conditions, certifications or assurances require COG to utilize competitive procurement procedures for selection of a SUBRECIPIENT, COG's policies and procedures shall govern every aspect of the SUBRECIPIENT selection process, e.g., the solicitation, evaluation, award, and post-award process (including, without limitation, any protest of an award, and the terms and conditions under which a contract may be approved, executed and administered). Any SUBRECIPIENT and potential SUBRECIPIENT will be provided with a copy of such policies and procedures, on request.

XXVII. COG's Information Technology Policy

Contractors that must access COG's Information Technology systems or require a COG login account to perform their duties must adhere to COG's Information Technology Policies and Procedures. Such contractors will receive a copy of the policies and procedures prior to receiving access to COG's IT systems.

XXVIII. COG's Facilities, Policies, and Procedures

Contractors that must use any of COG's facilities or equipment must adhere to COG's Facilities, Policies and Procedures. Contractors that utilize any AV or IT equipment through the use of COG's facilities shall also comply with COG's IT Policy. Such contractors will receive a copy of all relevant procedures prior to receiving access to COG's IT systems.

XXIX. Additional Requirements

In addition to the terms and conditions expressly referenced in this Contract, the SUBRECIPIENT acknowledges and agrees that the terms and conditions of any federal or state grant that provides funding for this Contract, in whole or in part, shall apply to and shall govern the parties' rights and obligations under this Contract and shall be deemed additional terms, conditions and requirements of this Contract.

XXX. DBE Assurance

The SUBRECIPIENT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The SUBRECIPIENT shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of

USDOT-assisted contracts. Failure by the SUBRECIPIENT 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 COG deems appropriate.

XXXI. Audits

Per the Enhanced Mobility Circular, COG as the Designated Recipient for Enhanced Mobility funds will collect A-133 audit reports from the SUBRECIPIENT receiving more than \$750,000 in federal funds. At a minimum, the SUBRECIPIENT is required to bring to COGTPB's attention any audit findings relevant to its use of FTA funds. The SUBRECIPIENT is not subject to A-133 audit requirements and may require additional monitoring, in a format elected by COG, to ensure compliance.

XXXII. FFATA Reporting

- A. The Federal Funding Accountability and Transparency Act ("FFATA") requires prime recipients of federal grants and contracts to report sub-award and executive compensation data. COG is the prime recipient of federal awards for the purposes of this policy and is responsible for reporting sub-award data.
- B. COG and first-tier sub-awardees are required to maintain current registration in the System for Awards Management ("SAM") as well as obtain a DUNS number. COG is responsible for filing the report in the FSRS system, not sub-awardees. However, sub-award recipients must provide the following information to COG before they will be eligible to receive the sub-award:
 1. The entity's information
 2. Description and/or title of the sub-award (including NAICS code or CFDA number)
 3. Date and amount of award
 4. Location of the entity receiving the award and the primary location of performance under the award, including the city, state, congressional district, and country
 5. Active and current SAM unique identifier
 6. DUNS number
 7. Names and total compensation of the five (5) highest paid officers/executives of the sub-recipient **if** all three criteria are met:
 - a) Federal awards make up 80% or more of the SUBRECIPIENT's annual gross revenues
 - b) The SUBRECIPIENT's annual gross revenue from federal awards is \$25 million or more
 - c) The SUBRECIPIENT's officer names are not publicly available and the public does not have access to data on executive compensation of the entity through

the Securities and Exchange Commission (SEC) as described in further detail in OMB Guidance on Sub-award and Executive Compensation Reporting (August 27, 2010)

(COG, as the prime recipient of the federal award, must also report its own executive compensation data by the end of the month following the award if the same criterion noted above is met.)

XXXIII. Priority of Requirements

In the event of a conflict between or among any of the terms, conditions and requirements applicable to this Contract, the conflict shall be resolved by giving weight in accordance with the following priorities, in the order as stated below:

1. Terms and conditions of any grant that provides funding for this Contract, in whole or in part.
2. Terms and conditions set forth or referenced within this Contract.
3. Terms and conditions and representations set forth or referenced within Attachments A and F to this Contract.
4. Terms, conditions, specifications, and requirements set forth within any solicitation (e.g., RFP or IFB) pursuant to which this Contract was awarded.
5. Offers, representations, promises, terms and conditions set forth with the bid or proposal submitted in response to any solicitation (e.g., RFP or IFB) pursuant to which this Contract was awarded.

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

DATE _____

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

To Whom It May Concern:

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

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

Bid _____

Name of Bidder _____

Signature

Title of Authorized Representative

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

My commission expires _____, 20____.

Notary Public

(Notary Seal)

**ATTACHMENT C
CONTRACT REFERENCES**

CONTRACTOR: _____

PROVIDE 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. Team Member(s) Involved: _____

Project Number 2

1. Name of Client Organization: _____

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

Phone Number of POC: _____ Email: _____

3. Approximate Value of Contract: _____

4. Duration of Contract: _____

5. Description of Services Provided: _____

6. Team Member(s) Involved: _____

CONTRACT REFERENCES (cont'd)

Project Number 3

6. Name of Client Organization: _____

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

Phone Number of POC: _____ Email: _____

8. Approximate Value of Contract: _____

9. Duration of Contract: _____

10. Description of Services Provided: _____

6. Team Member(s) Involved: _____

Project Number 4

11. Name of Client Organization: _____

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

Phone Number of POC: _____ Email: _____

13. Approximate Value of Contract: _____

14. Duration of Contract: _____

15. Description of Services Provided: _____

6. Team Member(s) Involved: _____

Project Number 5

1. Name of Client Organization: _____

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

METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS
RFP 21-015 GUARANTEED RIDE HOME PROGRAM

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 non-profit purchasing volumes in the National-Capital region of Maryland, Virginia and Washington, D.C.

I. Format

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

II. Terms

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

III. Other Conditions - Contract and Reporting

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

Semi-annual reporting Due Dates beginning from Contract execution:

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

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

II. Participating Members

COG Member Governments

- **District of Columbia**

- **Maryland**

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

- **Virginia**

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

- **Other Local Governments**

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

- **Public Authorities/Agencies**

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

- Washington Metropolitan Area Transit Authority
- Washington Suburban Sanitary Commission

- **School Systems**

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

- **State Agencies**

- Maryland-National Capital Park and Planning Commission

BALTIMORE METROPOLITAN COUNCIL

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

**ATTACHMENT D
COG RIDER CLAUSE**

Sample Approval Form Only – Do not fill out

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

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

Participating Agency Name _____

Contact Person _____

Phone _____ Email Address _____

Solicitation/Contract Information:

Name Solicitation/Contract _____

Lead Agency/Contract Holder _____

Contact Person _____

Solicitation/Contract Number _____ Other Reference _____

Vendor Information:

Contractor Name _____

Address _____

City/State/Zip _____

Contact Person _____

Phone _____ Email Address _____

See questions on next page.

METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS
RFP 21-015 GUARANTEED RIDE HOME PROGRAM

Questions -

YES NO

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

Participating Entity

Metropolitan Washington Council of Governments

Name _____

Name _____

Title _____

Title _____

Signature _____

Signature _____

ATTACHMENT E

DBE Plan Goals Submission

OFFEROR	Name: _____	

Total Proposed Budget	Value: \$ _____	
DBE Plan	Yes ____ No ____	
Check if Prime Contractor is a DBE ____ . Certification Form Must Be Attached to this form.	Certification # _____	Expiration Date: _____
DBE Certification	State: _____	Certification Type: DBE (must be DBE)
	Certifying Agency: _____	
DBE SUBCONTRACTOR 1		
	Name: _____	
Street Address	_____	Tax ID #: _____
City, State, Zip	_____	Website: _____

POINT OF CONTACT	Name: _____	Title: _____
	Email: _____	Telephone: _____

Subcontract Value	Cost \$ _____	Percentage of total ____%
DBE Performance Period	Start ___/___/___	End ___/___/___
DBE Certification	State: _____	Certification Type: DBE (must be DBE)
	Certifying Agency: _____	
Certification Form Must Be Attached to this form	Certification # _____	Expiration Date: _____
<i>Copy for additional DBE subcontractors</i>		
DBE SUBCONTRACTOR 2		
	Name: _____	
Street Address	_____	Tax ID #: _____
City, State, Zip	_____	Website: _____

**METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS
RFP 21-015 GUARANTEED RIDE HOME PROGRAM**

POINT OF CONTACT	Name: _____	Title: _____
	Email: _____	Telephone: _____
Subcontract Value	Cost \$ _____	Percentage of total _____%
DBE Performance Period	Start ___/___/___	End ___/___/___
DBE Certification	State: _____	Certification Type: DBE (must be DBE)
	Certifying Agency: _____	
Certification Form Must Be Attached to this form	Certification # _____	Expiration Date: _____
<i>Copy for additional DBE subcontractors</i>		
DBE SUBCONTRACTOR 3	Name: _____	
Street Address		Tax ID #: _____
City, State, Zip		Website: _____
POINT OF CONTACT	Name: _____	Title: _____
	Email: _____	Telephone: _____
Subcontract Value	Cost \$ _____	Percentage of total _____%
DBE Performance Period	Start ___/___/___	End ___/___/___
DBE Certification	State: _____	Certification Type: DBE (must be DBE)
	Certifying Agency: _____	
Certification Form Must Be Attached to this form	Certification # _____	Expiration Date: _____
<i>Copy for additional DBE subcontractors</i>		
DBE SUBCONTRACTOR 4	Name: _____	
Street Address		Tax ID #: _____
City, State, Zip		Website: _____
POINT OF CONTACT	Name: _____	Title: _____

METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS
RFP 21-015 GUARANTEED RIDE HOME PROGRAM

	Email: _____	Telephone: _____
Subcontract Value	Cost \$ _____	Percentage of total _____%
DBE Performance Period	Start ___/___/___	End ___/___/___
DBE Certification	State: _____	Certification Type: DBE (must be DBE)
	Certifying Agency: _____	
Certification Form Must Be Attached to this form	Certification # _____	Expiration Date: _____
<i>Copy for additional DBE subcontractors</i>		

NOTE: This form is available in Excel format upon request

EXHIBIT A

WASHINGTON/BALTIMORE METROPOLITAN AREA GUARANTEED RIDE HOME PROGRAM PARTICIPATION GUIDELINES

Guidelines are subject to change without notice. Call 1-800-745-7433 or visit www.commuterconnections.org for current Participation Guidelines.

- A. Commuters must be officially registered with Commuter Connections before using the Guaranteed Ride Home (GRH) service. However, commuters who have not been officially registered may use the GRH service one time, providing they meet all other eligibility criteria. This is referred to as a “one-time exception.” Any commuter granted a one-time exception must officially register *before* additional GRH trips are granted. Commuters must provide the supervisor name and phone number and at least two (2) phone numbers (home/cell and work) in order to register for GRH service. Registered commuters are those who have received an official registration letter and GRH ID card from Commuter Connections. Registered and one-time exception commuters must be carpooling, vanpooling, taking transit, bicycling, or walking to their site of employment at least two (2) days per week **and** on the day they use the GRH service. GRH is only available to people commuting to and from work.
- B. **Commuters must call Commuter Connections or submit their request online through their Commuter Connections account and receive authorization from Commuter Connections prior to using the GRH service.** Commuter Connections will issue an authorization number to the commuter to approve a GRH trip. **Commuters will not be reimbursed for trips not authorized by Commuter Connections.** After approval, Commuter Connections will make the GRH trip arrangements for the commuter and, if necessary, provide instructions on how and where the GRH transportation provider will pick up the commuter. Commuter Connections is equipped to provide wheelchair accessible transportation as part of the GRH service as needed.
- C. Registered commuters may use the GRH program up to four (4) times annually from their official registration date. Commuters who received a one-time exception then officially register with Commuter Connections may use the GRH service three (3) more times within 12 months from the date of their one-time exception GRH trip. The GRH trip credits are non-transferable.
- D. Commuters must re-register annually to maintain their GRH registration. Commuters may contact Commuter Connections to re-register and update their registration information or request re-registration through the Commuter Connections website.
- E. The GRH program may only be used in cases of unexpected personal or family emergency, unexpected illness, or unscheduled overtime. **Cases in which the GRH program cannot be used include, but are not limited to the following: previously scheduled medical appointments, trips to the doctor, urgent care center, emergency room or hospital for a commuter that needs medical attention, personal errands, transit service disruptions and/or delays, business related travel, working late without a supervisor’s request, weather emergencies, any type of office or building closings and/or evacuations, natural disasters and/or man-made.** If any of the above unqualified cases should lead to a qualifying reason, the trip will not be granted due to its underlying cause.

METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS
RFP 21-015 GUARANTEED RIDE HOME PROGRAM

- F. Requests to use the GRH program because of unscheduled overtime must be made **before** the commuter's registered work end time, **and** a supervisor's verification will be required at the time of the request.
- G. GRH service is available between 6:00 a.m. and 10:00 p.m., Monday through Friday, except designated program holidays and any planned and/or unplanned Federal Government office closings. **GRH TRIPS MUST BE TAKEN BEFORE 10:00 P.M. to ensure that the commuter has received their ride. Designated program Holidays include: New Year's Eve, New Year's Day, Birthday of Martin Luther King, Jr., Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day.**
- H. To be eligible, a commuter must be physically working in the following areas in the Washington, D.C. or Baltimore, MD regions. These areas include the District of Columbia, the Maryland counties of Anne Arundel, Baltimore, Calvert, Carroll, Cecil, Charles, Frederick, Harford, Howard, Montgomery, Prince George's, and St. Mary's; the City of Baltimore, and the Virginia counties of Arlington, Fairfax, Loudoun, and Prince William; and the City of Alexandria as well as all cities within the aforementioned counties.
- I. Eligible commuters can live anywhere inside **the areas listed in Guideline Item H (above)** or in any of the following areas: Allegany, Caroline, Dorchester, Kent, Queen Anne's, Talbot or Washington counties in Maryland; and Caroline, Clarke, Culpeper, Fauquier, Frederick, King George, Lancaster, Madison, Northumberland, Orange, Page, Rappahannock, Richmond, Shenandoah, Stafford, Spotsylvania, Warren, or Westmoreland counties, the City of Fredericksburg, or the City of Winchester in Virginia; and Berkeley, Hampshire, or Jefferson County in West Virginia; and Adams, Franklin, or York counties in Pennsylvania. Any residence outside of the above-mentioned areas will be considered on a case-by-case basis.
- J. All GRH trips must originate from the commuter's registered work location. Depending on the nature of the emergency, and home and work locations, a commuter using the GRH service may be required to use a taxi, transportation network company (TNC), car rental, transit, or any combination of these services to reach their destination point. **Commuter Connections will determine the type of service used and will issue a valid GRH authorization number at that time.**
- K. Commuter Connections will pay for one vendor service and/or one transit service per request. If the GRH trip uses a taxi/TNC, Commuter Connections will pay for all charges, excluding gratuity, to the destination. **The commuter is responsible only for tipping the taxi/TNC driver.** Cancellation on the part of the commuter of a GRH trip may count as one of the four annual trips.
 - a. If a transit option is used for part of the GRH trip, the commuter will be mailed a transit reimbursement voucher form. The transit reimbursement voucher must be completed and submitted back to Commuter Connections within thirty days of transit use in order for payment to be made. Please allow 45 days for reimbursement. A commuter's supervisor must sign the transit voucher for any trip granted because of unscheduled overtime in order for the reimbursement to be issued.
 - b. If the GRH trip is made by rental car, the commuter is responsible for signing a standard rental agreement, showing a valid driver's license, proof of insurance, providing a credit card number for collateral, returning the rental car within a 24-hour period, and the following

METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS
RFP 21-015 GUARANTEED RIDE HOME PROGRAM

charges: gasoline refueling charges, taxes, purchase of insurance (if necessary), and additional rental charges if auto is not returned within a 24-hour period (unless Commuter Connections has given prior approval for additional rental time). The commuter will be responsible for any loss or damage to the rental car.

- L. GRH is a free service provided by Commuter Connections at the Metropolitan Washington Council of Governments (COG). COG will use its best efforts to provide the Guaranteed Ride Home in accordance with the guidelines shown above. By requesting assistance from the Guaranteed Ride Home program, the participant in the program explicitly acknowledges that COG assumes no liability for the timeliness of the GRH participating vendor(s) or any accidents that may occur on the conveyance.

Revised 1/21/2020

EXHIBIT B

