



REQUEST FOR PROPOSAL 21-016
REGIONAL TRANSPORTATION DEMAND MANAGEMENT
(TDM) EVALUATION

Response Deadline May 17, 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 X

**REQUEST FOR PROPOSAL
RFP 21-016**

Release Date April 15, 2021

REGIONAL TDM EVALUATION

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 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.
- E. 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.

II. PROJECT OVERVIEW

The purpose of this project is to provide the following products and services:

- A. Review TDM Evaluation - Review the current transportation demand management (“TDM”) evaluation measurements and effectiveness of methodologies currently used by COG and recommend changes to the evaluation methodologies; develop recommendations for

changes as deemed appropriate, and prepare a technical report describing the review performed in this task and the recommended changes to the evaluation framework.

- B. Implement Two (2) Guaranteed Ride Home Program Surveys - Develop and implement the technical methods, automated systems and material necessary to collect data and conduct telephone, e-mail, and/or direct mail surveys for in-depth Guaranteed Ride Home program applicant surveys for the Washington region and another for the Baltimore region, as well as, prepare a technical report for both surveys that analyze survey findings,
- C. Implement the 2022 State of the Commute Survey - Develop and implement the technical methods, and material necessary to collect data and conduct telephone, Internet, and/or direct mail surveys for the Regional Commuter Connections “State of the Commute” Survey and prepare a draft technical report that analyzes the findings of the survey.

III. SCOPE OF WORK

COG seeks one (1) qualified consultant to accomplish the following tasks:

- A. Participate in an initial project meeting with COG/TPB staff to discuss specific project tasks, including survey instrument(s), review of the current methodology to measure the impact and effectiveness of the Commuter Connections program elements, data collection and analysis, and development of the Regional Transportation Demand Management Analysis Report. Any pertinent background information will be provided to the selected consultant by COG after the contract award and prior to the initial project meeting.

The selected consultant will also be expected to attend at least four (4) to six (6) TDM Evaluation Group and two (2) to three (3) Commuter Connections Subcommittee meetings. Participation may include preparing presentations, giving status briefings on project milestones, and giving briefings on the methodology and survey instruments described in the tasks below.

- B. Review the current evaluation measurement and effectiveness methodologies including survey questionnaires and implementation methods currently used by COG and review recommendations for changes to the evaluation methodologies from the Commuter Connections Subcommittee’s TDM Evaluation Group which meets on an as needed basis.

Review conducted for this task may lead to recommended methodology changes and/or combination of survey instruments. The review will also include the Employer Outreach data reporting activities conducted between FY 2018-2020, and the survey methodology. The selected consultant will also review the methodology and questionnaire used for the Washington metropolitan region Guaranteed Ride Home program applicant surveys conducted for the Washington DC and Baltimore metropolitan region’s in 2019 and provide recommendations for changes if necessary.

The review process will encompass all current and proposed survey instrument(s) and methodologies designed to collect and analyze data which will be used in the draft Regional TDM Evaluation Analysis report which will be completed by June 2023. The “2020 Commuter Connections Transportation Demand Management (TDM) Analysis Report” can be reviewed on the Commuter Connections Web site at www.commuterconnections.org by clicking on the “About Us” tab and then “Publications.” Any additional pertinent background information for this task will be provided to the selected consultant after contract award and prior to the implementation of this task.

The product of this task will be a technical report describing the recommended TDM Evaluation Framework to be employed for the 2021-2023 Commuter Connections TDM evaluation period. A draft of the report will need to be completed prior to December 31, 2021. The final report will need to be completed no later than June 30, 2022. Both the draft and final reports need to be submitted electronically along with (1) original unbound copy of the final report, which incorporates COG staff comments and any changes. Both reports should be fully proof read for typographical and data errors prior to submission. In addition, presentations and reports that will be released for review and comment by a Commuter Connections committee group shall be submitted to COG at a minimum of three (3) weeks prior to a meeting agenda posting date in order to allow COG/TPB staff to fully review the reports.

The final report should be provided electronically in a format compatible with MS Word Office365.

- C. Develop and implement the technical methods, automated systems and material necessary to collect data and conduct telephone, e-mail, and/or direct mail surveys for two (2) in-depth Guaranteed Ride Home (“GRH”) program applicant surveys; one (1) for the Washington metropolitan region and one (1) for the Baltimore metropolitan region. The purpose of the surveys is to obtain data on the influence of the GRH program on commute travel mode shift and overall travel behavior of a representative sample out of the approximately 21,000 Commuter Connections GRH applicants who applied or re-applied to the program between March 15, 2019 and March 16, 2022 in the Washington region and for the approximately 1,250 GRH applicants who applied or re-applied to the Baltimore GRH program between March 15, 2019 and March 16, 2022. COG will provide all necessary GRH applicant records for both programs. The most recent Commuter Connections Guaranteed Ride Home Program Washington DC and Baltimore regional Survey Reports from 2019 can be viewed at the Commuter Connections web site at www.commuterconnections.org by clicking on the “About Us” tab then onto “Publications.”

The selected consultant will be responsible for all data collection and survey methodology activities including:

1. Review current survey questionnaire and provide recommendations for changes, if warranted.
2. Randomly select the survey sample from the GRH applicant population in Washington and in Baltimore provided by COG. The sample should be adequate to achieve a total respondent population that will produce a 95% confidence level. Past surveys have had 2,066 completed interviews for the Washington DC region and 241 completed interviews for the Baltimore and St. Mary’s County metropolitan region.
3. An introductory letter mailed or e-mailed out to the randomly selected users of the Commuter Connections Guaranteed Ride Home program in both the Washington and Baltimore regions prior to the start of survey data collection is typically sent to prospective respondents. Evaluate this current practice and recommend whether this letter is necessary. If it is determined that a letter is necessary, make changes to the content of the letter as necessary. Mailing and/or e-mailing of the letter will be conducted by COG.
4. Recommendation of survey implementation methods to obtain needed information from registrants (i.e. telephone, e-mail, direct mail, or a combination of methods).

If a direct mail method is used, COG will be responsible for payment of all printing and postage costs associated with a direct mail survey.

It should be noted that an e-mail method was used in 2019. Telephone surveys were conducted for respondents with no-email address and for email non-respondents. When using an e-mail method not all GRH applicants may have provided an e-mail address. Of the applicants that have provided an e-mail address, there are no guarantees that the addresses are valid. Therefore, if an e-mail approach is recommended, a thorough back-up plan to reach respondents without e-mail addresses or valid e-mail addresses should be included in the proposal.

5. Use of Computer-Assisted Telephone (“CATI”) or similar system is preferred for use in the event of telephone surveying to provide accurate management of skip patterns and to provide prompts for immediate resolution of inconsistent responses. COG is open to receiving proposals for other methods that will allow for accurate management of skip patterns and immediate resolution of inconsistent responses.

The GRH Applicant Survey has also been programmed in the Commuter Connections on-line TDM software system which allows program participants in both the Washington and Baltimore/St. Mary’s County GRH programs to log into their on-line Commuter Connections account and take the survey. Demonstration and production of a strong project management approach complete with a detailed timeline and action plan will be required to make any changes to the on-line GRH Applicant survey questionnaire and skip patterns in order to mesh the on-line survey data to either the CATI system (or similar system) data output through COG/TPB staff and its TDM software system consultant.

The selected consultant will also be required to test both surveys extensively and provide any feedback to COG/TPB staff and its TDM software system contractor on any survey question or other programming malfunctions. The selected consultant will also be required to coordinate its data output format to the on-line TDM system data output through COG/TPB staff and its TDM software system consultant.

6. If telephone surveying is proposed, recommendations for a call-back protocol for telephone surveying that will adequately address calls that were not completed on the first attempt should be included in the proposed data collection activities. If an e-mail survey is used, the consultant should propose a follow-up e-mail protocol that would mirror a similar effort by telephone.
7. If telephone surveys are used, it is recommended that the provision of a toll-free number be provided to enable respondents to call-in and complete the survey at a time convenient to them. If an e-mail approach is used, then a “Help” e-mail address should be provided to the respondent to allow the asking of questions or to obtain any assistance. The toll-free number could also be given to e-mail survey contacts in the event they may be interested in completing the survey by phone.
8. Provision of interviewer training guides and the training of interviewers in methods to overcome initial respondent reluctance to be interviewed, and in interviewing techniques that result in obtaining the required completed interviews of the randomly selected sample. If an e-mail approach is used, then similar “self-help” instructions and definitions would need to be included on the e-mail version of the surveys.
9. Review the necessity of the current practice of implementing a small follow-up survey of the persons who initially refused to participate in the surveys along with non-respondents. If applicant follow-up surveys of refusals and non-respondents is to be used, then a review of

the adopted survey questionnaires would need to be conducted in order to determine which questions will be needed to conduct the survey.

10. Recommend a method to conduct a pre-test of all survey materials, questionnaires and survey methods with randomly selected program participants to determine what modifications to the survey procedures, if any, are necessary. COG is seeking to insure the maximum possible response rate and valid responses.
11. Preparation of two (2) draft technical reports and one (1) briefing for this component of the project by June 30, 2022 and two (2) final reports in November 2022. The data collected and results from the Washington region's GRH survey will be used to compute the evaluation results for the draft regional Commuter Connections TDM Evaluation Analysis Report which will be completed by June 2023. Results from the Baltimore and St. Mary's County metropolitan region's survey will be calculated in a similar format and shared with representatives from the Maryland Transit Administration and the Maryland Department of Transportation.

The Technical Reports from both surveys will include the following:

- a. Executive summary.
- b. The summary and integration of all survey results, including cross-tabulation of variables relating to vehicle occupancy, emissions reductions, vehicle miles traveled, changes in travel mode, attitudinal responses, and other related variables.
- c. Conclusions from the survey research conducted.
- d. Frequency distributions of responses to all questions and cross-tabulations of selected questions as defined by COG.
- e. Description of the selected survey methodology and the sample selection process used.
- f. Tabulation of the outcome of all e-mail responses, calls, or direct survey mail contacts made during the course of the project, including number of refusals, telephone numbers/e-mail addresses not reached after five attempts (i.e. perpetual answering machines, busy signals, unsuccessful call-backs, and no answers), and addresses not reached due to returned or non-forwarded mail, or ineligible phone numbers (i.e. disconnected number, job change, language barrier, vacation/leave, etc.).
- g. Copies of all survey instruments used.
- h. Weighting of survey responses to overall Commuter Connections Guaranteed Ride Home participation totals.

The consultant will prepare and submit the draft reports, then once finalized, a hard copy and electronic copy of the final draft technical reports. Both reports should be fully proofread for typographical and data errors prior to submission. In addition, presentations and reports that will be released for review and comment by a Commuter Connections committee group shall be submitted to COG at a minimum of three (3) weeks prior to a meeting agenda posting date in order to allow COG/TPB staff to fully review the reports.

The consultant will also provide all telephone and/or direct mail survey data collected of all participants surveyed in ASCII format on a readable CD-ROM or in a commonly used electronic or digital format. Documentation of the file layout must also be provided.

Prepare and submit one electronic copy, and one (1) original unbound copy of the each of the final reports, which incorporates COG/TPB staff comments and any changes. The final report should be provided in an electronic a format compatible with MS Word Office365.

Present all final results of the in-depth Guaranteed Ride Home surveys to the TDM Evaluation Group, the Commuter Connections Subcommittee and perhaps the Transportation Planning Board, or its Technical Subcommittee. Review and respond to all comments received from these committees and subcommittees or the TPB and prepare the final Guaranteed Ride Home Program Analysis Report incorporating comments received as appropriate.

The products of this task include a completed survey of randomly selected participants for both the Washington DC and Baltimore and St. Mary's County metropolitan region GRH programs, and a draft and final draft of the GRH Applicant Survey Report for both programs.

- D. Develop and implement the technical methods, automated systems and material necessary to collect data and conduct telephone, e-mail and/or direct mail surveys for the Regional TDM "State of the Commute" Survey. The purpose of the survey is to obtain data on overall commuter travel behavior and attitudes as well as effectiveness of Commuter Connections programs in the Washington metropolitan region. The sample should be adequate to achieve a total respondent population that will produce a 95% confidence level. The previous regional State of the Commute survey was conducted between January and April 2019. A minimum of 438 random telephone survey interviews were completed in the 11 jurisdictions in the region (landline and cell). An additional 7,808 interviews were collected through an internet survey following two waves of postcards which were mailed to households that contained unique access codes, for a regional total of 8,246 completed interviews. The internet component of the survey used an address based sampling (ABS) method to select the sample of potential respondents, a postcard survey invitation was then sent through the U.S. mail service to select addresses, and an internet interview format for respondents to complete the survey was used to collect the data. On the base of 316,928 postcards that had been distributed, this resulted in an overall response rate of 2.60% with the telephone survey component, up from the initial Internet response rate of 2.47%. The confidence interval for the regional sample was 95.0% +/- 1.1%.

The selected contractor will be responsible for all data collection and survey methodology activities which will include:

1. Develop and present a recommendation and rationale on a weighted sample size for the region which will include random households from the District of Columbia; the counties of Arlington, Fairfax (includes the cities of Fairfax and Falls Church), Loudoun, and Prince William County (includes the cities of Manassas and Manassas Park), and the city of Alexandria, in Northern Virginia; the counties of Charles, Calvert, Frederick, Montgomery (includes the cities of Gaithersburg, Rockville, and Takoma Park), and Prince George's Counties, (includes the cities of Bowie, College Park, and Greenbelt) in suburban Maryland.
2. Develop and implement an acceptable procedure to collect basic demographic details from households with no employed persons to use in an expansion process to determine the proportion of working versus non-working households.
3. Recommend, develop and implement an acceptable procedure to expand survey responses numerically to align the sampled survey results with published worker information for the 11 jurisdictions in the study area.

4. Use of Computer-Assisted Telephone or similar system for telephone surveying is preferred to provide accurate management of skip patterns and to provide prompts for immediate resolution of inconsistent responses. COG is open to receiving proposals for other methods that will allow for accurate management of skip patterns and immediate resolution of inconsistent responses.
5. An Internet survey shall also be used along with a follow-up e-mail protocol that would mirror a similar effort by telephone. If telephone surveying is used, recommend a call-back protocol for telephone surveying that will adequately address calls that were not completed on the first attempt. The telephone survey sample shall include cell-phone only households and a corresponding weighting process. If telephone surveying is used, it is recommended that the provision of a toll-free number that enables respondents to call-in and complete the survey at a time convenient to them is included. For the e-mail survey approach, it is expected that an "E-mail Help" address would be made available to respondents along with the Toll-Free number in the event assistance was required or the respondent preferred to conduct the survey by telephone.
6. The provision of bi-lingual Spanish speaking interviewers and Spanish language questionnaires and other survey materials is preferred. If a Spanish version of the survey instrument is required, the consultant will be responsible for translation into all formats that are used to conduct the survey.
7. Provision of interviewer training guides and the training of interviewers in methods to overcome initial respondent reluctance to be interviewed, and in interviewing techniques that result in obtaining completed interviews. The e-mail survey approach shall also include similar "self-help" instructions along with definitions.
8. Conduct a pre-test of all survey materials, questionnaires and survey methods and samples with no fewer than 50 randomly selected households to determine what modifications to the survey procedures, if any, are necessary to insure the maximum possible response rate and valid responses.
9. Preparation of a final draft technical report and briefing for this component of the project by June 30, 2022. The data collected and results from this survey will be used to compute the evaluation results for the draft Commuter Connections Regional TDM Evaluation Analysis Report which will be completed by June 2023.

The draft Technical Report will include the following:

- a. Executive summary.
- b. The summary and integration of all survey results, including cross-tabulation of variables relating to vehicle occupancy, emissions reductions, vehicle miles traveled, changes in travel mode, attitudinal responses, and other related variables.
- c. Conclusions from the survey research conducted.
- d. Frequency distributions of responses to all questions and cross-tabulations of selected questions as defined by COG.
- e. Description of the selected survey methodology and the sample selection process used.
- f. Tabulation of the outcome of all calls or e-mail contacts made during the course of the project, including number of refusals, telephone numbers not reached after five attempts (i.e. perpetual answering machines, voice mail, busy signals, unsuccessful call-backs, and no answers), or ineligible phone numbers (i.e. disconnected number, job change,

language barrier, vacation/leave, etc.), and e-mail addresses not reached due to returned or non-forwarded e-mail or returned mail related to the e-mail survey.

- g. Tables showing relevant comparisons to data from the 2010, 2013, 2016, and 2019 State of the Commute reports.
- h. Copies of all survey instruments used in both English and Spanish (if applicable).
- i. Weighting of survey responses to overall working households in the region.

The consultant will prepare and submit a draft report, then once it is finalized, one (1) electronic copy of the report and one (1) hard copy of the final draft technical report. The reports should be fully proof read for typographical and data errors prior to submission. In addition, presentations and reports that will be released for review and comment by a Commuter Connections committee group shall be submitted to COG at a minimum of three (3) weeks prior to a meeting agenda posting date in order to allow COG/TPB staff to fully review the reports. The consultant will also provide all e-mail and telephone survey data collected from all quarters surveyed in a hard copy format and ASCII format in a commonly used electronic format. Documentation of the file layout must also be provided.

Prepare and submit one (1) electronic copy and one (1) original unbound copy of the final report, which incorporates COG/TPB staff comments and any changes. The final reports should be provided in a format compatible with MS Word Office 365.

Present all final results of the draft State of the Commute Technical report to the TDM Evaluation Group, Commuter Connections Subcommittee and perhaps the Transportation Planning Board, or its Technical Subcommittee. Review and respond to all comments received from these committees and subcommittees or the TPB and prepare the final State of the Commute Survey Technical Report incorporating comments received as appropriate.

The products from this task will include the completion of the regional State of the Commute Survey and the preparation of a draft Technical Report of the results that will be presented to several COG/TPB groups.

E. Option Year Tasks (To be priced separately in the price proposal)

Additional tasks in the two (2) option years will include

1. The analysis of over 8,000 Employer records during FY 2023 as part of the Employer Outreach TDM program. COG currently uses EPA's Commuter Choice model to determine transportation and emission impacts for this measure along with Average Vehicle Occupancy (AVO) calculations from on-site employer surveys.
2. The packaging of the 2022 State of the Commute data in FY 2023 at the state and local jurisdictional level in an electronic Excel spreadsheet format with data definitions and documentation on how to use the unweighted and weighted data.
3. A survey of employers in Maryland who have contacted Commuter Connections for Telework will also need to be conducted and analyzed in FY 2023. Results from this analysis will be used in the Telework TDM analysis. This will also include survey data collected separately from Virginia's Telework! VA program.

4. COG staff will conduct an electronic survey of Bike To Work Day applicants who participate in the May 2022 event. The survey will occur in FY 2023 and the consultant will be expected to review the survey instrument and recommend changes and produce an analysis report.
5. A draft TDM Analysis Evaluation Report will need to be produced by June 30, 2023 which will compare the results of the data collection analysis for each Commuter Connections TDM program measure to program goals. The application of the TDM Framework Methodology calculations for transportation and emission reductions will be used in this report. Review and edits to the report by the TDM Evaluation Group will occur during FY 2023 and the final report will be issued by January 31, 2024.
6. Provision of assistance to respond to data requests received by COG/TPB staff on any of the surveys conducted or on the overall Commuter Connections TDM Evaluation framework methodology.
7. In FY 2021, A survey of Commuter Connections database account holders and applicants was conducted that obtained obtain alternative commute information, ridematching services, or signed up for any of the Commuter Connections incentive programs. The Applicant Placement Rate Survey will be conducted again in FY 2024 and will help establish several calculation factors used in the TDM Analysis Evaluation. However, this study will be part of the FY 2024 – 2026 data collection period.
8. In fiscal year 2019, an Employer Outreach Customer Satisfaction Survey was conducted. This report presents the results of a survey of employers who currently participate or who have participated in the past in the Washington DC metropolitan regional Employer Services program operated and monitored by COG. COG/TPB introduced the Employer Services Program in 1997 to help assist employers to either start or expand commuter benefit programs and services at their worksite. The program provides employers free transportation demand management consulting services from local jurisdictions that are part of the Commuter Connections regional network. This survey is conducted every five (5) years. The next Commuter Connections Employer Satisfaction Survey will be conducted in FY 2024 and will not be part of this contract.
9. A Vanpool Driver survey was last conducted in FY 2020. The purpose of the survey is to analyze vanpool driver practices and to evaluate vanpooling for planning and TDM program implementation purposes in the Washington DC metropolitan region. Five (5) previous studies for the region have been conducted 1982, 1989, 2002, 2008, and in 2020. The next survey is slated to be conducted in FY 2025 and will not be part of this contract.
10. In FY2021, an in-depth Retention Rate survey of both active and non-active commuters who had a Commuter Connections activity between December 2015 and November 2020 in the regional TDM software system was conducted. The purpose of this survey which is conducted every five (5) years is to document the retention rates of alternative mode use as a result of contacting Commuter Connections for program services. The next survey will be conducted on FY 2026 and will not be part of this contract.

Information and resources for all of the Option Year tasks outlined above will be given to the consultant after contract award. A full schedule of data collection activities and deadlines are shown in Exhibit A.

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 Friday, April 23, 2021, at 11 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 MS Teams 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 consultant(s) may mutually agree to extend the period of performance of the ensuing contract through two (2) 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 \$507,000 for year one. Option year(s) budget to be determined based on available funding. The budgeted amount for each Task in the project is as follows:
1. Tasks A & B - Review and Update of Current TDM Evaluation Framework \$34,000
 2. Task C – GRH Survey, Washington Metropolitan Region: \$18,500
 3. Task C – GRH Survey, Baltimore Metropolitan Region: \$18,500
 4. Task D – State of the Commute Survey: \$436,000
- D. See Exhibit A for an Evaluation Schedule for this project.

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. Explain any deviation from the requested Scope of Work.
3. 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.

Volume III. Resumes – (File 3 – Titled – “Resumes” + Firm Name)

VII. 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	45
Demonstrated knowledge and experience of Key Personnel and Availability of Key Personnel	25
Cost and Price Analysis	15
DBE Participation	15
Total Points	100

VIII. DISADVANTAGED BUSINESS ENTERPRISE

- A. Disadvantaged Business Enterprise (“DBE”) participation shall be an integral component of the consultant 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 each 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:

PARTICIPATION POINTS

10% to 14%	3
15% to 19%	6
20% to 24%	9
25% to 34%	12
35% or more	15

IX. QUESTIONS

- A. All questions concerning the RFP must be submitted in writing to the COG Contracts and Purchasing Office at purchasing@mwkog.org with a to cc: rkonrad@mwkog.org no later than seven (7) business days prior to the deadline.
- B. All questions will be answered via addendum and posted on COG's website five (5) 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.mwkog.org/purchasing-and-bids/cog-bids-and-rfps/. Failure to acknowledge the addendums could result in the submission being deemed non-responsive.

X. SUBMISSION DATE AND LOCKBOX INSTRUCTIONS

- A. Proposals shall be received via "Lockbox" by no later than 2:00 p.m. EDT, May 17, 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.
- 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 I: Technical Proposal – Volume I, Sections 1-3
 - b. Volume II: Administration Section I – Volume II, Administration including Proposal Form with pricing and DBE information
 - c. Volume III: Administration Section I – Volume II, Administration

XI. RFP 21-016 Proposal Response Form (Checklist and Acknowledgment & 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 21-016 REGIONAL TRANSPORTATION DEMAND MANAGEMENT (TDM) EVALUATION

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

NOTE: COG will not negotiate Terms and Conditions at the time of contract award. Exceptions MUST be made now. Failure to do so may disqualify the proposer now or at a later time.

This document sets out provisions generally applicable to Metropolitan Washington Council of Governments (“COG”) 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.

Proposers are categorized as Subrecipients in this section

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 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

- 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:

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 21-016 REGIONAL TDM EVALUATION

- | <u>Questions -</u> | <u>YES</u> | <u>NO</u> |
|---|------------|-----------|
| 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 (This form is Writable)

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

	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 Date: _____	End Date: _____
DBE Certification	State: _____	Certification Type: DBE (must be DBE) No other are accepted
	Certifying Agency: _____	
Certification Form Must Be Attached to this form	Certification # _____	Expiration Date: _____
<i>Copy for additional DBE subcontractors</i>		
DBE SUBCONTRACTOR 4	Name: _____	
Street Address		Tax ID #: _____
City, State, Zip		Website: _____
POINT OF CONTACT	Name: _____	Title: _____
	Email: _____	Telephone: _____
Subcontract Value	Cost \$ _____	Percentage of total _____%
DBE Performance Period	Start Date: _____	End Date: _____
DBE Certification	State: _____	Certification Type: DBE (must be DBE) No other are accepted
	Certifying Agency: _____	
Certification Form Must Be Attached to this form	Certification # _____	Expiration Date: _____
<i>Copy for additional DBE subcontractors</i>		

EXHIBIT A

COMMUTER CONNECTIONS TDM EVALUATION SCHEDULE

TARGET DATE: JUNE 2023

<u>Measure</u>	<u>Data Collection Activity</u>	<u>Deadline(s)</u>	<u>FY Completion</u>
Commuter Operations Center	Placement Rate Study	July – September 2020 3 rd Quarter Survey by Oct/Nov 2020	FY21(already completed)
Telework	2022 State of the Commute	January 2022	FY22 and FY23
	Employer Telework Assistance (MD)	April 2023	FY23
Employer Outreach	Customer Satisfaction Survey	June 2024	FY24
	Database Information From ACT!	December 2022	FY23
GRH Survey	In-depth GRH applicant	January 2022	FY22
	Retention Rate Survey	January 2026	FY26
GRH Baltimore Survey	In-depth GRH applicant	January 2022	FY22
GRH Survey Reports (DC and Baltimore)	Impact Analysis Final Report	July 2022	FY23

<u>Measure</u>	<u>Data Collection Activity</u>	<u>Deadline(s)</u>	<u>FY Completion</u>
Marketing	State of the Commute	January 2022	FY22 & FY23
Bike To Work Day	2022 Participant Survey	Nov/Dec 2022	FY23
Car Free Day	2022 Participant Survey	Nov 2022	FY23
Pool Rewards Survey	2021 – 2023 Participant Survey	May 2023	FY23 (Placement Rate)
Flextime Rewards	FY2021– FY2023 Survey	May 2023	FY23 (Placement Rate)
incenTrip Survey	FY2024 Survey	June 2023	FY23 (Placement Rate)
ALL	Regional State of the Commute Survey	January 2022	FY22 & FY23
ALL	TDM Evaluation Framework Methodology	December 2021	FY22
ALL	2021 - 2023 TDM Analysis Report	January 2023	FY23 and FY24
Commuter Operations	Vanpool Driver	Mar/April 2025	FY25
	Retention Rate Survey	January 2026	FY26
	Analysis	June 2026	FY26

FY21= July 1, 2020 – June 30, 2021
FY22 =July 1, 2021 – June 30, 2022
FY23=July 1, 2022 – June 30, 2023
FY24=July 1, 2023 – June 30, 2024
FY25=July 1, 2025 – June 30, 2025
FY26=July 1, 2025 – June 30, 2026