



**REQUEST FOR PROPOSALS NO. 22-013**

**COMMUTER CONNECTIONS**

**REGIONAL TDM MASS MARKETING PROJECT**

Electronic submissions shall be uploaded to COG's  
solicitation "Lockbox."  
See Lockbox Instructions in Section IX.D

Proposals shall be uploaded no later than 2:00 p.m. EST,

May 26, 2022

## Table of Contents

I.	SUMMARY .....	3
II.	METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS.....	3
III.	PROJECT OVERVIEW .....	4
IV.	SCOPE OF WORK.....	5
V.	SPECIAL CONDITIONS.....	15
VI.	INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS.....	16
VII.	PERIOD OF PERFORMANCE AND TYPE OF CONTRACT, AND BUDGET .....	16
VIII.	CONTENT OF PROPOSAL .....	17
IX.	QUESTIONS, EXCEPTIONS, AND SUBMISSION INSTRUCTIONS.....	19
X.	METHOD OF PROPOSAL EVALUATION AND SELECTION .....	21
XI.	DISADVANTAGED BUSINESS ENTERPRISE .....	21
XI.	COOPERATIVE RIDER CLAUSE.....	23
XII.	PROPOSAL RESPONSE FORM .....	24
	ATTACHMENT A TERMS AND CONDITIONS .....	25
	ATTACHMENT B CERTIFICATION .....	42
	ATTACHMENT C CONTRACT REFERENCES .....	43
	ATTACHMENT D DBE FORM .....	45
	ATTACHMENT E RIDER CLAUSE .....	46

**REQUEST FOR PROPOSALS  
RFP# 22-013**

Release Date – April 26, 2022

**COMMUTER CONNECTIONS  
REGIONAL TDM MASS MARKETING PROJECT**

**I. SUMMARY**

Services requested	A qualified consultant firm to implement its Regional TDM Mass Marketing Project (the “Project”) that will encourage commuters to change their travel behavior from driving alone to other modes of travel, including ridesharing, teleworking, using public transit, bicycling or walking.
Contract type	Firm Fixed Price/Lump sum
Number of awards	One
Duration of contract	One calendar year plus three optional one-year extensions
Disadvantaged Business Enterprise (DBE)	COG will award up to 15% of the score to firms who are or use DBE firms
Payment method	Net 30
Planned duration of RFP advertisement	Approximately 4 weeks
Start of advertisement period for RFP	April 26, 2022
Deadline for questions about RFP	5 working days before deadline
Deadline for COG responses to questions	3 working days before deadline
Deadline for proposals	May 26, 2022

**II. METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS**

The Metropolitan Washington Council of Governments (“COG”) is the regional organization of the Washington area’s 24 major local governments and their governing officials, plus area members of the Maryland and Virginia legislatures and the U.S. Senate and House of Representatives.

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 childcare 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.

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. 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 from the transportation agencies of the states of Maryland, Virginia, and the District of Columbia, local governments, the Washington Metropolitan Area Transit Authority (“WMATA”), the Maryland and Virginia General Assemblies, non-voting members from the Metropolitan Washington Airports Authority (“MWAA”), and federal agencies.

The TPB was created in 1965 by local and state governments in the Washington region in response to a requirement in 1962 highway legislation mandating the establishment of official MPOs. The TPB became associated with COG in 1966, serving as COG’s transportation policy committee.

### **III. PROJECT OVERVIEW**

#### **A. Introduction**

COG/TPB is seeking a qualified consultant firm to implement its Regional TDM Mass Marketing Project (the “Project”) that will encourage commuters to change their travel behavior from driving alone to other modes of travel, including ridesharing (carpooling and vanpooling), teleworking, using public transit, bicycling or walking. The Project is a continuous year-round effort and consists of a variety of high-impact marketing tools to reach targeted audiences.

The COVID-19 global pandemic had significant impact on Commuter Connections marketing activities beginning in March 2020 through June 2022 and including the cancellation of events such as Bike to Work Day in 2020 as well as limited marketing due to the prevalence of the majority of commuters working from home. Beginning in March of 2022, more employers began asking their employees to return to the office, however the majority have been traveling to the office a few days per week and this new hybrid work arrangement is expected to continue into the near future. There has been a decrease in the use of alternative commute modes for workers but a steady increase of traffic volume close to the levels of the pre-pandemic time period.

#### **B. Goals**

One of the goals of the Project is to develop advertising and marketing campaigns that influence travel mode behavior decisions by the public, and implement the advertising and marketing in a way that can be measured specific transportation impacts in the Washington D.C. metropolitan region by June 30, 2023. Further, the Project aims to develop and

implement persuasive messaging and leverage effective media outlets to decrease the number of daily vehicle trips and vehicle miles of travel made by commuters in the region. Results from the transportation impacts will be used to estimate air emission impacts such as Nitrogen Oxides (NOx) and Volatile Organic Compounds (VOCs) to support regional air quality goals. Additional goals of the project are to document the use of Commuter Connections commuter services including the number of rideshare and Guaranteed Ride Home registrants and the number of incentive program users.

The major focus of the Commuter Connections program is on congestion management. Marketing of Commuter Connections is a regional Transportation Demand Management (TDM) measure and calls for the reduction of 10,809 vehicle trips (VT) and 181,932 vehicle miles of travel (VMT) by June 30, 2023. The Project's effectiveness will be measured based on its ability to attain or surpass these reductions. The immediate challenge is to convince hybrid workers to use alternative forms of transportation on the days they travel to the office. As workers begin returning to the office and settle into their commute and perhaps increase the number of days they are traveling, adjustments will be required to keep the Commuter Connections brand relevant to commuters and their employers by providing behavior change messaging that will result in a shift from single-occupant commuters driving alone to alternative forms of travel (carpool, vanpool, transit, bike, or walk).

#### **IV. SCOPE OF WORK**

The campaign will communicate the benefits of alternative modes of commuting to those solo commuters who are most likely to shift from driving alone to non-single occupancy vehicle (SOV) travel. The Project will also aim to encourage current non-SOV commuters to continue doing so. The Project will include updating the Washington Metropolitan Region Transportation Demand Management Resource Guide and Strategic Marketing Plan. (Note: A copy of the 2021 plan document can be found on the Commuter Connections website at [www.commuterconnections.org](http://www.commuterconnections.org) by clicking on the "About Us" tab and then on "Publications").

A. Primary work on the Project will include:

1. Production and placement of advertising for regional marketing campaigns promoting Ridesharing and Guaranteed Ride Home program services from September – December and February through June. Tracking and evaluation for placements shall also be developed and included in a published campaign summary document. Measurement of advertising can include, but is not limited to: reach and views, click through rates, Commuter Connections website hits and page views, social media views and posts, measurement of new registrants, and any other measurements that show the reach and effectiveness of the Project.
2. Online/digital advertising production and key word placement, search engine optimization (SEO), social media production and placement, and overall media placement.
3. Bus and rail advertisement and other out of home advertising.

4. The production of a quarterly 6-page newsletter to be sent to employers in the Washington D.C. metropolitan region both electronically and in print format, along with a 2-page Federal Employee Transportation Coordinator insert.
5. Producing new and updating existing marketing collateral and exhibit graphics.
6. Design of materials for the Commuter Connections Employer Recognition Awards program and assistance with and moderation of the Selection Committee process.
7. Coordination of Bike to Work and Car Free Day special events
8. Advertising production, placement, and promotion of 'Pool Rewards, Carpool Now, Flextime Incentive, incenTrip, and various mobile apps through social media, traditional, and earned media.
9. The development and implementation of earned media plans for all marketing initiatives for Commuter Connections.
10. Other marketing for the general campaign agreed to by the Regional TDM Marketing Group; and
11. Advertising production and promotion of Reach-A-Ride program, a separately funded program, through social and traditional advertising media channels.

Primary Work on the Project includes, but is not limited to, the following tasks:

**B. Evaluation**

The Evaluation component of the Project will include the following tasks:

**1. Review Existing and Previous Marketing Efforts**

Commuter Connections has conducted marketing campaigns since 1997. Contractor shall research methods that were deemed successful during past marketing campaigns and why they were effective. Contractor shall also review those methods that were not considered successful and examine whether they might be pursued differently to improve their effectiveness.

**2. Review Existing Market Research**

Commuter Connections and its partners have performed extensive market research on the travel habits and attitudes of commuters in the Washington D.C. metropolitan region. This research includes investigation into perceptions about the programs of Commuter Connections. Much of this market research is included in summary format in the 2021 Regional TDM Resource Guide and Strategic Marketing Plan. Contractor shall analyze this data and use it to determine how the Project will focus its advertising campaigns and identify consumer target groups. (Note: All research

reports and associated data are available on-line at [www.comuterconnections.org](http://www.comuterconnections.org) under the “About Us” tab and by clicking onto “Publications”.)

3. Research Stakeholders’ and the General Public’s Attitudes and Opinions

Key stakeholder organizations and employers and the general public will be vital to understanding how different types of commuters think and how they might be affected by various regional marketing strategies. These stakeholders can include state departments of transportation and any of their affiliated TDM program teams, local rideshare agencies, transit agencies, transportation management agencies (TMAs); and employers with TDM programs, including federal agencies, and commuters in general. Contractor shall be asked to research the opinions and experiences of these stakeholders to help determine how the Project should continue and what new activities should be considered for development and implementation. Such research can include online survey feedback, focus groups, informal discussion forums or one-on-one research. This research work and analysis should be conducted by August 15, 2022.

C. Marketing Program Development and Implementation

Implementation of the Project will include the following:

1. Update of the Regional TDM Resource Guide and Strategic Marketing Plan and Development of a Marketing Campaign Communications Plan and Schedule

In coordination with members of the Regional TDM Marketing Group, Contractor shall be responsible for assisting COG/TPB staff with the update of the Regional TDM Resource Guide and Strategic Marketing Plan which serves as a resource guide to the planning and execution of the overall regional campaign(s) and is a helpful tool in evaluating existing products and services within affected activity centers/corridors throughout the region. The development and distribution of the plan and resulting marketing campaigns have assisted in streamlining marketing efforts in the region rather than duplicating them. This plan shall be submitted by the Contractor no later than August 31, 2022.

As part of the Regional TDM Resource Guide and Strategic Marketing Plan, Contractor shall also develop a marketing campaign implementation plan (Communications Plan and Schedule) that will include an umbrella mass marketing concept or theme designed to capture public attention and unify marketing approaches used by Commuter Connections and its partners throughout the region. Creative approaches to marketing that take into consideration previous results and go above and beyond previous marketing efforts, in matters of style, market coverage and techniques used to reach target consumers are a priority of COG/TPB and its funding agencies.

The marketing campaign Communications Plan and Schedule will describe the marketing methods that will be used in the campaign, when and how they will be implemented, and estimated cost. The plan will include a timeline for implementation of the campaign’s various elements as well as an evaluation

component. A campaign summary report will be issued at various intervals during the campaign period and the Contractor shall be asked to attend the Regional TDM Marketing Group meetings on a quarterly basis to present the campaign summary report and activities.

It is expected that the marketing campaign Communications Plan and Schedule shall be drafted by early August 31, 2022 for input and final approval by the Regional TDM Marketing Group and COG/TPB staff and that the marketing campaign shall be launched and implemented by September 26, 2022.

2. Development and implementation of an Earned Media Plan

Contractor shall be responsible to develop a Commuter Connections Earned Media Plan for review and feedback. The plan will include a detailed description of specific public relation activities that would be conducted on behalf of Commuter Connections, including but not limited to; placement of human interest stories from program users, media relations for Commuter Connections network members, working with COG's Office of Communications on special event press releases and media relations (i.e. Bike To Work Day, Car Free Day, 'Pool Rewards, Annual Employer Recognition Awards, CarpoolNow, Flextime Rewards, incenTrip, and program mobile apps), and other press activities identified by COG/TPB staff and Commuter Connections stakeholders.

3. Production of a four color 8.5x11 quarterly 6-page newsletter to be sent to employers electronically and in print format along with a single page, black and white, double-sided Federal Employee Transportation Coordinator insert

This quarterly newsletter already has a design template that will remain in use for both the electronic and print version. COG will handle all printing and distribution (both electronic and print) of the newsletter and insert. Contractor is responsible for working with COG/TPB staff to identify potential newsletter stories and interviewing relevant individuals to write stories based on a quarterly schedule that will be provided to the Contractor. Contractor is also responsible for obtaining needed photos and graphics, reviewing documents, meeting notes, relevant research reports, news clips and other relevant press releases to develop independent stories. Contractor is further responsible to produce the newsletter in a draft format for review and feedback by COG/TPB staff. This shall include providing full color PDF layout for review and edits by COG/TPB staff, allowing an additional two rounds of edits prior to final layout, and sending of art files and printer instructions to offeror for printing and electronic distribution purposes. Photos and graphics for use within the electronic version of the newsletter for email distribution shall also be provided to COG/TPB staff.

4. The production of new and updating existing marketing collateral and exhibit graphics

Contractor shall be responsible for working with COG/TPB staff to produce any new collateral materials for the promotion of Commuter Connections services and scheduled events (i.e. Car Free Day, Bike To Work Day, 'Pool Rewards, CarpoolNow,



Flextime Rewards, incenTrip, and various program mobile apps). Collateral materials may include digital and printed advertising such as direct mail pieces if needed to either residents, and/or employers, or both) and updating any existing collateral materials and exhibit graphics (i.e. Employer Services Sales portfolio and employer-based marketing materials, brochures, flyers, posters, graphics for Commuter Connections exhibits, as needed). COG/TPB is responsible for printing of all collateral materials.

D. Coordination of the Commuter Connections Annual Employer Recognition Awards program

Each year, beginning in 1998, Commuter Connections has held a regional employer recognition program and event. The purpose of the program is to recognize successful voluntary employer programs that market commuting alternatives, provide incentives for employees to use non-SOV commute modes, or provide telecommuting/teleworking arrangements for employees. The awards also are used to promote commuting alternatives in existence in the Washington D.C. metropolitan region and are used to encourage employers to begin or expand TDM programs at their respective worksites.

Contractor shall be responsible for updating and preparing the Commuter Connections Employer Recognition Awards brochure and nomination form for printing and in an electronic format based on feedback and approval from an Employer Outreach Recognition Awards Work Group and COG/TPB staff, and working with COG/TPB staff to obtain and confirm award submittals through contact with employer services sales representatives, reviewing and confirming nominations submitted and producing summary briefs for the Awards Selection Committee, contacting award nominees to verify and clarify information submitted from nominees on their respective award applications, attending and moderating the selection committee meeting to guide the selection process, calculate scores, and prepare and report award selection recommendation to COG/TPB staff. Contractor is also responsible for the production of the Employer Recognition Awards ceremony invitation and awards booklet which will be printed and in an electronic format, print ad, and signage for the event. COG/TPB staff is responsible for the printing and distribution of the awards invitations and award booklets. Contractor shall be responsible for ordering and securing the giveaway item from this budget (approximately 200 quantity) upon approval from COG/TPB staff. Contractor shall also be responsible for placing a print ad in a business publication recognizing the award participants after the awards ceremony. Media costs for the placements to be paid directly to media outlets shall come from COG/TPB's media buy budget as more fully set forth in Section III.H. below. Media placement services are included in the Scope of Work for this RFP and will be paid as part of the contract awarded pursuant to this RFP. Previously, advertisements have run in the Wall Street Journal, Washington Business Journal, The Express, and the Washington Times. Typically, one or two of these publications is chosen for this advertisement.

An earned media plan will also be developed for this project along with electronic personalized media kits for each of the three winners for their use in internal and external promotion. The media kit will include a customized media release with content written specifically for each employer, a customized winner's electronic seal and suggested social media posts.

E. Production of advertising

Based on results from the evaluation, advertising for the regional TDM marketing campaigns can include television, radio, social media, digital/online, direct mail, out of home, native content spots, or influencer content produced by the Contractor for the general consumer and will focus on the messages established by the marketing plan to affect transportation impacts in the region. Influencer marketing is also acceptable and can be used as part of the general campaign. The general campaign will run from September through December and from February through June each fiscal year. Incentive program campaigns ('Pool Rewards, CarpoolNow, Flextime Rewards, and incenTrip) will run in-between these time periods or alongside the Rideshare general campaign.

F. Coordination of special event advertising

Contractor shall be responsible for the production of any special event advertising (i.e. concert venue advertising, securing corporate sponsors for GRH Rewards program, major and minor league sporting events, health and wellness community events, ads for Hispanic community events, or special promotions for value added media events). Special promotions have included Rideshare Tuesday, GRH Rewards, 'Pool Rewards, and CarpoolNow. Other promotions will include Flextime Rewards and promotion of the Commuter Connections, CarpoolNow and incenTrip mobile apps. Other campaigns during FY2023 and beyond can include the promotion of pre-tax transit and vanpool benefits as well as the use of Commuter Connections' program services during significant regional construction projects such as Transform66, I-495 NEXT, or I-495 and I-270.

G. Web site advertising, social marketing, and key word placement (SEO)

Contractor is also responsible for the design of digital/online advertisements and to assist COG/TPB staff with keyword search activities on the web. Additionally, Contractor is responsible for reviewing and analyzing monthly Google Analytics and Cyfe reports provided by COG/TPB staff from the Commuter Connections website and making any necessary recommendations and/or adjustments to marketing campaigns. Contractor is also responsible for assisting COG/TPB staff with any social marketing advertising initiatives associated with the Commuter Connections projects and with the Commuter Connections website. Commuter Connections has a Facebook site as well as sites for Telework, Bike to Work Day, and Car Free Day. Twitter sites are in place for both Bike to Work and Car Free Day. Commuter Connections also has a YouTube, Instagram, and LinkedIn site and has used Snapchat geo-filters for Bike to Work Day.

H. Media placement

Contractor shall be responsible for media placement and all associated media placement services. COG/TPB anticipates the media buys for this program to be paid directly to media outlets will be funded at approximately \$1,663,495 during the first contract year. COG/TPB will be responsible for direct payment to all media outlets which will include the entire \$1,663,495. Any associated fees for Contractor's services will be

paid as part of the contract awarded pursuant to this RFP, and no payment will be made to Contractor from the \$1,663,495 media buy fees.

I. Bus and rail advertisement

Contractor shall be responsible for the design of bus and rail advertisements such as interior car cards, bus vinyl's, bus shelters and rail station cards. Typically, in the past, Commuter Connections has advertised its Rideshare, Guaranteed Ride Home program on bus and rail services to encourage commuters to register for its programs. Commuter Connections may also require the creation of special ads for Bike To Work Day and Car Free Day to be promoted on various jurisdictional transit providers in the Commuter Connections network. COG/TPB staff will contact all transit agencies to secure free advertisement placement. The contractor will be responsible for contacting the transit agencies for any paid advertisement placements as part of campaign media buys.

J. Bike To Work Day

Participation in this event was grown steadily each year until 2020 when the global pandemic hit and the event was cancelled. In May 2021, the event was modified and there were approximately 8,000 participants. In 2022, the event is expected to be held normally as since 2002 and it is expected that there will be a higher number of participants. Commuter Connections' participation in Bike To Work Day includes website design and maintenance, hosting Steering Committee meetings, and providing support for the planning and promotion of the event and assistance to the various pit stop managers. Contractor shall be responsible for designing collateral materials for the event (web graphics, poster and rack card, event banners, print-ads, transit signage, and event T-shirts), producing advertising, media buying for radio spot, or other media advertising selected, and securing corporate sponsors for the event (In 2022, nearly \$46,000 was secured from major sponsors). COG/TPB will be responsible for the printing. COG, the Washington Area Bicyclist (WABA), and the local jurisdictions will be responsible for the distribution of the collateral materials. Although COG maintains a list of past event sponsors, Contractor shall be responsible to secure their own list of sponsors to pursue for this event. It is worthwhile to note that if there are not sufficient sponsorship funds raised, there would be a budgetary effect on the ability for the printing of the event T-shirts and secondarily the printing of pit stop banners and other advertising. For example, in 2006, \$16,200 was raised from sponsorship, however, this was only enough to cover the printing of 6,000 event T-shirts. Artwork was created for pit stop banners but the local jurisdictions had to pick up the printing costs. Print ads were not produced nor placed in any publication to support the 2006 event.

K. Car Free Day

Commuter Connections began coordinating Car Free Day in FY2008. The event occurs each year on September 22nd and is a world-wide celebrated event. The Washington D.C. Metropolitan region's goal has been to attract 10,000 individuals to pledge that they will go car-free or car-lite each year. In 2021, approximately 3,000 individuals made this pledge, which was a 21% decrease over the previous year mainly due to the global pandemic. Contractor shall be required to develop collateral materials such as

posters and signage, advertising ads and other promotional items for the general public. Additionally, Contractor shall be responsible for securing sponsors for the event from the retail community who will provide discounts or other incentives to those that pledge to go Car Free. This event is unique in that it targets the entire population when it comes to daily travel and not just workers. A significant component of the budget is applied toward creating and implementing an earned-media plan in order to create awareness and lead the public to consider pledging to go car-free for a day in the hopes that the behavior shift will occur more often after Car Free Day.

L. Incentive Programs – ‘Pool Rewards, CarpoolNow, Flextime Rewards, incenTrip

The ‘Pool Rewards program began in FY2011 after results were reviewed from a pilot program conducted in FY2010. ‘Pool Rewards is a commuter incentive program available through Commuter Connections designed to encourage commuters driving alone to and from work to start ridesharing in the Washington Metropolitan region. The Contractor shall be required to produce digital advertising through online and social media to attract new commuters to participate in the program. Influencer marketing will also be sought by the Contractor. Commuters have the option of participating in a new carpool and tracking their trips over a 90-day period to receive a one-time cash incentive or form a new vanpool where the vanpool would receive an on-going monthly incentive payment. Increased incentive amounts are also available to new carpoolers as part of the I-66 HOV 2 to HOV 3 conversion for the new Express Lanes slated to open at the end of 2022.

CarpoolNow is a mobile application that was introduced to the Commuter Connections community in FY2017 and gives commuters in the Washington D.C. metropolitan region the ability to carpool on demand and in real-time. The app immediately connects users who are offering a ride with those seeking a ride. It also displays routes, estimates pickup times, and confirms pick-up and drop-off locations. Past marketing initiatives have encouraged commuters to download and use the app and consisted of producing creative materials to be used on traditional and digital media outlets. A driver incentive was also designed, examined and tested. Marketing of the CarpoolNow mobile app and driver incentive began in FY2019 but was suspended during the global pandemic. In FY2020, a new feature was added to the app to show informal carpooling pickup points that are nearby the user's current location. These newly designated lots have been named “CarpoolNow+ Lots and guide driver’s to carpool staging locations throughout the region. A marketing campaign was implemented at the end of FY2022 to promote the app. The Contractor shall be responsible for the development and production of creative and marketing services including, but not limited to: radio, internet, newsprint, educational video, Search Engine Optimization (SEO) blog posts, venue, mobile, social media, influencer marketing, and text ads.

During FY2017, COG/TPB staff researched and wrote a Flextime Incentives “White Paper” which was endorsed for release in FY2018. The White Paper provided speculation on the positive impacts of implementing a flextime incentive program for the Washington, D.C. metropolitan region. During FY2018, selected corridors in the Washington, D.C. region were used to implement a Flextime Rewards pilot program that allowed commuters to receive notifications when traffic along their route was heavier than usual and gave them the opportunity to delay their trip to or from work. Those

participating along the selected corridors who received a notification and tracked their “delayed trips” were entered into a monthly prize drawing. Beginning in FY2019, participating commuters that elected to delay their trip after receiving a notification were eligible for \$8-per trip, or \$16 per day who would have otherwise travelled through one or more of the eligible corridors during peak travel times. The Contractor shall be responsible for the development and production of creative and marketing services including, but not limited to: radio, internet, newsprint, educational video, SEO blog posts, venue, mobile, social media, influencer marketing, and text ads.

During FY 2019, COG/TPB staff, in collaboration with the University of Maryland (UMD), soft-launched incentTrip, a new mobile application that gives commuters in the Washington metropolitan region the ability to avoid both day-to-day congestion and traffic jams caused by traffic accidents, work zones, special events and adverse weather conditions. App users also earn reward points while receiving recommendations on the best travel mode, departure time and/or route recommendations. The app was formally launched in August 2019 at a launch event hosted and conducted by the TPB officer’s and UMD senior project leadership. The app allows users to earn reward points every time a trip is planned through incentTrip and users can take advantage of multimodal travel options, outsmart traffic jams, and invite their friends to join. With a single click, users can exchange their points for an incentive. Despite a downturn of participation during the global pandemic, marketing of the app to both commuters and employers will continue. Support will also be provided to the Advanced Transportation and Congestion Management Technologies Deployment (ATCMTD) grant program which expanded the incentTrip mobile app functionality and coverage area to include all of Maryland and commuters traveling from Richmond, VA to the Washington DC metropolitan region. The Contractor shall be responsible for the development and production of creative and marketing services for the Washington DC region as well as for the expanded coverage area including, but not limited to: radio, internet, newsprint, educational video, SEO blog posts, venue, mobile, social media, influencer marketing, and text ads.

M. Mobile Applications – Commuter Connections, CarpoolNow, incentTrip

Commuter Connections currently operates its Commuter Connections and CarpoolNow mobile apps. Commuter Connections jointly works with the University of Maryland to operate the incentTrip mobile app which was introduced in FY2018. The Contractor will work on incorporating these mobile apps into the appropriate marketing campaigns through direct and value-add opportunities as well as through earned media.

N. Reach - A - Ride

The Reach-A-Ride program is not affiliated with Commuter Connections and is funded through federal Job Access and Reverse Commute (JARC) funds. The program provides transportation option information for individuals with special transportation needs in the National Capital Region. The program website can be found at [www.reacharide.org](http://www.reacharide.org) and along with an information hotline provides links to transportation for employment, health and medical services, educational services, and other needed trips. The website includes a searchable database to allow people with special transportation needs, as well as case managers and agencies, to find transportation in the National Capital

Region. The Contractor would be responsible for developing marketing outreach campaigns through social media, radio and print advertisement to reach senior citizens, individuals with disabilities, low-income citizens and those who use English as a second language. In the past few years marketing activities for the program have included the use of radio ads, newsprint ads, social media, pharmacy bags and check-cashing envelope advertising. During FY2021, there were 190 calls to the program and 570 unique searches on the program's website.

#### O. Description of Services

The selected consultant shall provide all services necessary to satisfy the purposes of this RFP, including but not limited to the following:

1. **Basic Research:** Becoming knowledgeable about the basic subject matter, current TDM research in the region, and the demographics of the target audience through review of relevant literature in order to identify target markets.
2. **Strategic Planning:** Development of comprehensive strategy and mechanism to ensure that the target audience is reached with an effective message in the most cost-efficient manner.
3. **Creative Efforts:** Design of ads and publications, website WordPress templates, copy, ad concepts, logo designs, slogans or themes, specialty items, promotional campaigns, musical jingles, videos, illustrations and original artwork. This includes concept development, from rough draft layouts, scripts and storyboards to final production. Most, if not all, of the Commuter Connections members receive funding from their respective state transportation agencies that can be used for local marketing efforts. To achieve cost efficiencies and maximize the local members' marketing budgets, the Contractor shall develop materials in a manner that COG/TPB staff could share with network members to use in their respective marketing campaigns to allow for co-branding.
4. **Technical Expertise:** Dynamic web site and digital ad design and development as well as evaluation reporting capabilities and web/ad optimization.
5. **Production of Mechanicals:** Design, photography, audiovisuals, finished artwork, graphics, desktop publishing, and digital files preparation.
6. **Media Placements:** Selection and purchase of local and regional media as well as negotiation of value added media placements and/or promotions that would exceed the cost of the media buy, as needed.
7. **Market Research:** Pre- and post-testing of advertisements, focus groups, and market research studies.
8. **Utilization of Services:** When employed, such on-demand service may be utilized in, but not limited to the following:

- Production of brochures and other promotional literature
- Television production and placement
- Radio production and placement
- Print production and placement
- Digital production and placement
- Social media advertising production and placement
- Social media posting recommendations and calendar
- Influencer Marketing
- Native Content Marketing
- Direct mail advertising
- Promotional materials and items
- Posters and point of purchase displays
- Audiovisual presentations
- Multimedia presentations
- Interactive video
- Telecommunications services
- Telemarketing
- Publications
- Special events
- Conference and trade events
- Community-based meetings and public hearings
- Exhibit design and fabrication
- Website design and copy

## V. SPECIAL CONDITIONS

- A. The following conditions apply to the Consultant selected:
1. Federal, state or foreign taxes are not allowable.
  2. Legal fees of any type are not allowable without prior written approval of the COG Contracting Officer.
  3. In the event the project is terminated by administrative action, the Consultant shall be paid for work performed to the date of termination.
  4. Any work to be subcontracted to a Subcontractor shall be clearly identified and such Subcontractor shall be approved by COG prior to contract issuance.
  5. The Consultant, acting as an independent contractor, shall defend and 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.
  6. In case of failure by the Consultant and/or Subcontractor to perform the duties and obligations imposed by the resulting contract, COG may, upon verbal notice, to be confirmed in writing, procure the necessary services from other sources and hold the Consultant and/or Subcontractor responsible for any and all additional costs occasioned thereby.

7. The Consultant covenants that it presently has no interest, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. The Consultant further covenants that in the performance of this contract, no person having any such interest shall be employed.
8. It is understood that funding for the ensuing contract is contingent upon COG receiving funds from the sponsoring agency. Should funding from the sponsoring agency be delayed, for any reason, COG shall make a concomitant delay in funding to the Consultant.
9. Payment will be made to the Consultant within 30 days following the receipt of a correct invoice from the Consultant and approval of the COG Project Manager. Consultant shall submit its final invoice within 30 days after expiration of the contract.
10. In submitting a proposal in response to this RFP, and in performing services under any contract resulting from this RFP, the successful Consultant shall be bound by, and comply with, all the terms, conditions, and requirements contained within Attachment A including all insurance provisions.

## **VI. INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

- A. COG intends to award a single contract resulting from this solicitation to the responsible Consultant whose proposal conforms to the solicitation and will be most advantageous to COG, including cost, technical and other requirements specified herein.
- B. COG may award a contract 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.

## **VII. PERIOD OF PERFORMANCE AND TYPE OF CONTRACT, AND BUDGET**

- A. The period of performance shall begin once the Executive Director of COG has signed a contract and continue through June 30, 2023. COG and the selected Consultant may mutually agree to extend the period of performance of the ensuing contract through three (3) additional one-year terms. The extension of the contract will be based on the availability of funding and the negotiation of mutually acceptable terms.
- B. COG/TPB anticipates the contracted services for this program, as set forth in Section III, Scope of Work will be funded at \$794,750.00 for the first year of the contract. Of the total budget, 545,000 has been identified for the core Commuter Connections Marketing and Advertising work tasks, \$85,000 has been identified for Bike To Work Day work tasks, \$65,000 for Employer Recognition Awards tasks, \$6,000 for 'Pool Rewards tasks, \$3,500 for the I-66 "Pool Rewards tasks, \$33,000 for Car Free Day tasks, \$1,250 for GRH Baltimore tasks, \$6,000 for CarpoolNow mobile app tasks, \$12,000 for Flextime Rewards tasks, \$20,000 for the incenTrip tasks, \$10,000 for the MDOT incenTrip tasks. Separate from the Commuter Connections Work Program, there is \$8,000 allocated to Reach-A-Ride tasks.



## VIII. CONTENT OF PROPOSAL

All Offerors must submit their proposals following the prescribed format. Adherence to the proposal format by all Offerors will ensure a fair evaluation regarding the needs of COG.

Offerors not following the prescribed format will be deemed non-responsive. A cover letter transmitting the proposal must be signed by an officer authorized to bind the Offeror and included in Section 1.

The proposal must include the following:

### A. Section 1. Cover Letter/Proposed method to accomplish the work

1. In this section of the proposal, respondents must provide a detailed description of their approach for accomplishing the tasks specified in Section III (Scope of Work). This section shall include a work plan and schedule and a project management plan that will detail the lines of authority and communication along with a matrix which will identify, by task, key personnel assignments and the number of anticipated hours for those personnel by task and will support all of the project requirements and logically lead to the deliverables required in this RFP
2. Timely completion of the task orders outlined and issued for this project is of critical importance. Offerors are to provide a brief description of their current projects and the availability of key personnel proposed in this project.

### B. Section 2. Qualifications of the firm and key personnel

1. This section shall provide the professional credentials and expertise of the firm(s) and key personnel assigned to this program. This section shall include an introductory statement describing the experience and capabilities of the firm and key personnel in the relevant areas of work, such as marketing communications, public information, advertising, direct marketing, transportation demand management, special event planning, Internet design, content marketing, digital marketing, and creative concepts and design.
2. 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.
3. The firm must provide a listing of all current client accounts, providing the year in which they signed with the firm.
4. This section must also include a case history which demonstrates the firm's ability to develop an entire marketing campaign. This case history should be detailed and specific and address the following elements:
  - a. Market research
  - b. Concept
  - c. Strategy
  - d. Creative efforts

- e. Production
- f. Copywriting
- g. Brand-Product Positioning
- h. Advertising
- i. Media buying and earned
- j. Earned media

The firm shall demonstrate the following minimum requirements:

- 5. Full Service: Contractor must be full service. Minimum in-house services must include an account service department, creative department, broadcast and print production department, digital media services. Contractor must document all in-house services offered which are pertinent to this project.
  - 6. Media Research and Buying: Contractor must have the capacity to conduct media research to determine the most efficient and effective advertising purchases on a local, regional and national level and demonstrate tracking and measurement capabilities.
  - 7. Minimum Prior Experience. Principal manager assigned to the project must have had at least 7 years of experience in communications, advertising, publications, earned media, social marketing, content marketing, digital marketing, graphic design and web management/design.
  - 8. Account Management and Reports: Contractor must have an established billing system capable of producing monthly reports itemized by project number.
  - 9. Contractor must demonstrate full understanding of transportation demand management, Commuter Connections' needs and the market conditions which affect those needs.
- C. Section 3. Cost proposals and DBE plan for the Offeror and any Subcontractor(s).

This section should provide the total costs, including all expenses, profits and fees to be charged to COG/TPB for providing the services described above. Fee description shall include media buying commission fees. In addition, should any commissions be anticipated for media placement, those commissions shall be specified. Any associated fees for Contractor's media buying commission fees services will be paid as part of the contract awarded pursuant to this RFP, and no payment will be made to Contractor from the media buy budget as specified in Section III (H).

The DBE Plan needs to be included with the DBE Form (Attachment D) and copies of all DBE Certification letters of prime or sub-contractors. Failure to provide documentation will result in any points awarded to be disallowed.

D. Section 4. References of the Consultant and any Subcontractor(s)

- 1. The proposed Consultant and any Subcontractor(s) shall provide at least three (3) references whom COG/TPB may contact regarding similar work performed.

2. Offerors may provide letters of reference from previous relevant clients. Names, titles, addresses and telephone numbers shall be included for each reference as stipulated in (Attachment C).
3. All of these references shall include work in which the key personnel proposed to COG have been assigned.

**The submission should be done in three or four separate files as follows:**

1. Section 1 (up to 10 MB) NAME: RFP 22-0013 {Firm Name} Technical Proposal
2. Section 2 (up to 10 MB) NAME: RFP 22-0013 {Firm Name} Key Personnel
3. Section 3 (up to 10 MB) NAME: RFP 22-0013 {Firm Name} Price Proposal
4. Section 4 (up to 10 MB) NAME: RFP 22-0013 {Firm Name} References

Sections 1 and 2 can be combined but Sections 3 and 4 **must** be in a separate file.

**IX. QUESTIONS, EXCEPTIONS, AND SUBMISSION INSTRUCTIONS**

**A. Questions**

1. All questions concerning the RFP must be submitted in writing to the Contracts and Purchasing Office at [purchasing@mwkog.org](mailto:purchasing@mwkog.org) at least five (5) business day prior to the final RFP deadline. Do not submit questions in the bid portal.
2. All questions will be answered and posted on COG's website as an addendum to this RFP within three (3) business days before the submission deadline.
3. No questions will be accepted following the cut-off date.

**B. Exceptions**

Proposers should note any exceptions of the RFP specifications or Terms and Conditions on a separate sheet marked exceptions attached to the price submission. Exceptions taken do not obligate COG to change the specifications.

Failure to note exceptions on any aspect of the RFP could result in the disqualification of the proposer. COG will not negotiate Terms and Conditions at the time of contract award.

**C. Proprietary Information**

Any proprietary information revealed in the submission should be clearly identified as such.

**D. Submission Instructions**

1. Proposals may not be submitted through hard copy, fax or other electronic methods except as designated below.
2. Please use the RFP number (RFP 22-013) and your firm name in the file name of your electronic submissions.

3. Offerors shall submit one (1) electronic copy of each File (1-4) in their proposal to the COG Lockbox system as per the below directions.

a. Proposers shall submit one electronic copy of each file to the COG “Lockbox” system in the following fashion:

1) Registration – To utilize the “LOCKBOX” service, your agency **must** be registered on the Mid-Atlantic Purchasing Team Vendor Registration System (VRS) portal at <https://mwcog.net>.

If you are 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: You will need your company information including your TIN/EIN number if you are a company or your SS if you are a sole proprietor.
- Registering will give you access to the LOCKBOX solicitations.
- Problems registering? Contact [customerservice@eepex.com](mailto:customerservice@eepex.com) and cc; [purchasing@mwcog.org](mailto:purchasing@mwcog.org)

2) 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 your agency is interested in submitting a response to this solicitation, click on the REQUEST button. After providing the VRS vendor ID and VIN, you will receive a one-time use bid id and password by email.

Use your one time bid credentials for the following:

- To upload your 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. If additional files are needed due to size limitations, please email [customerservice@eepex.com](mailto:customerservice@eepex.com) and request additional file space.
- To withdraw your formal response should you wish to cancel your submission or to allow you to replace an already uploaded copy with a modified version
- To verify that the document in the lockbox is the one you uploaded.

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

If you would like to ensure that your company details are correct prior to your upload, then logon to VRS using your VRS vendor ID and VIN then jump to the

vendor summary page in VRS to make any changes desired.

**Please do not wait until the last moment to register.**

**DO NOT email submissions directly to COG they will be disqualified – no exceptions.**

**X. 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 below.

In evaluating the proposals, the following factors will be considered, with points awarded up to the maximum shown:

<b>Factor</b>	<b>Points</b>
Technical Quality of the Proposal and Project Approach	20
Demonstrated Direct Relevant Experience of the Firm, it’s Key Personnel and any Subcontractors	45
Availability of Key Personnel	10
Cost and Price Analysis	10
DBE Participation (Attachment D)	15
<b>Total Points</b>	<b>100</b>

**XI. DISADVANTAGED BUSINESS ENTERPRISE**

- A. Disadvantaged Business Enterprise (“DBE”) participation shall be an integral component of the Contractor selection process for this RFP. COG's DBE Policy may be viewed on its website [www.mwcog.org](http://www.mwcog.org). Responding firms shall submit with their proposals a DBE Participation Plan to meet this goal. The plan shall identify any DBE (defined in 49 CFR Part 26) that shall be participating in the project. The plan shall include the name and address of the participating firm, a

copy of the firm's current DBE Certification from any federal, state, or local government agency that certifies DBE ownership (please note only DBE certifications will be accepted by COG for this purpose).

- B. COG, in accordance with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000 d - 42 and Title 49, Code of Federal Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered pursuant to this advertisement will afford minority business enterprises full opportunity to submit bids in response to this invitation, and will not discriminate on the grounds of race, color, sex, or national origin in consideration for an award.
- C. DBE Assurance - The Contractor or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.
- D. A total of 15 possible points (out of a maximum of 100 points) may be awarded for DBE participation, as measured in dollars, either as the Contractor or "Subcontractor". In the event of a tie score between 2 or more proposals, the proposal with the largest percentage of DBE participation, as measured in dollars, will be awarded the contract. DBE points are to be awarded as follows:

<b>Participation</b>	<b>Points</b>
10% to 14%	3
15% to 19%	6
20% to 24%	9
25% to 34%	12
35% or more	15

Failure to have DBE participation does NOT disqualify a firm from being awarded a contract but will significantly lower to odds of winning a contract.

A DBE Plan form (Attachment D) must be submitted by all proposers even if they do not have any DBE dollars in their proposal.

**XI. COOPERATIVE RIDER CLAUSE**

- A. COG, as an agent to member agencies, extends the right to utilize all the terms, conditions, specifications, and unit or other prices of any contract resulting from this RFP to other public and non-profit agencies.

This is conditioned upon mutual agreement based on the attached Rider Clause (Attachment E) of all parties pursuant to special requirements which may be appended thereto.

- B. Contractor(s) agrees to notify COG of the Participating Agencies desire to use any contract resulting from this RFP within 30 days of receiving said requests and to fill out the form provided in Attachment E.
- C. All contracts resulting from this RFP shall be with the individual Participating Agencies. COG assumes no authority, liability, or obligation on behalf of any Participating Agency using a contract resulting from this RFP, or any Contractor, or any other entity with respect to this procurement or any contract resulting from it.
- D. Participating Agencies may have other or additional terms and conditions that must be met by the Contractor.
- E. All purchases and payment transactions will be made directly between the Contractor and the Participating Agency except where noted.

**XII. PROPOSAL RESPONSE FORM**

**RFP 20-013 Response Form (Page 1 of 2)**

DATE: \_\_\_\_\_

Company Name - \_\_\_\_\_

Submission Check List and Required Forms -

ITEM	YES	NO
Attachment A – Acknowledge and accept all Terms & Conditions <i>(if answered NO – T &amp; C exceptions <b>must</b> be noted on a separate sheet with any other exceptions)</i>	___	___
Attachment B – Certification Regarding Debarment	___	___
Attachment C – References	___	___
Accept Electronic Payment (See Terms and Conditions)		
P-Card	___	___
ACH	___	___
Insurance Acord Form – Proof of Insurance provided by the insurer as per the Terms and Conditions	___	___
Exceptions -	___	___

*(If yes please attach all on separate sheet(s) at the end of the RFQ response.)*

Addendums Acknowledged (if applicable) -

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 \_\_\_\_\_

**NOTE:** Failure to acknowledge ALL addendums could result in disqualification of the submission.



## 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*

**A. 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.

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

1. 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.
2. The SUBRECIPIENT also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance.

**C. Lobbying - 31 U.S.C. § 1352 et seq.**  
*(Regarding each bid or offer exceeding \$100,000)*

1. In signing the proposal form above the proposer certifies, to the best of his or her knowledge and belief, that:
2. 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.

3. 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.*)]
4. 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.
5. This certification 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.]

---

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

1. 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.

2. 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.
3. 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.

**E. 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.

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

1. 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.
2. 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.
3. The SUBRECIPIENT also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance.

**G. Recycled Products - 42 U.S.C. § 6962**

1. 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.

2. 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.

**H. No Government Obligation to Third Parties**

1. 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.
2. 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.

**I. Program Fraud and False or Fraudulent Statements and Related Acts - 31 U.S.C. § 3801 *et seq.***

1. 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.
2. 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.

3. 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.

#### **J. Insurance Requirements**

1. For its activities and operations, Contractor shall have already in place, and at all times keep in effect all below required coverages.
2. 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 COG as ADDITIONAL INSURED. A copy of the certificate of insurance shall be filed with COG 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 (Acord Form).
3. 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 COG and/or its individual members, their employees, and agents as ADDITIONAL INSURED.
4. Contractor shall, provide COG 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.
5. Contractor shall obtain and maintain at all times during the prosecution of the work under this agreement Professional Liability insurance. Limits of liability shall be \$1,000,000 per claim and \$2,000,000.00 aggregate.
6. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory Cyber Liability Insurance, with limits not less than \$500,000 per occurrence or claim, \$1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor under this grant and

shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. Limits may not be shared with other lines of coverage. A copy of the cyber liability policy must be submitted to COG.

7. All insurance policies shall have a minimum 30 days' notice of cancellation. Immediate written notice to COG, 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.
8. When insurance coverage is renewed, Contractor shall provide new certificates of insurance to all contracting agencies and COG prior to expiration of current policies.

**K. Termination - 49 U.S.C. Part 18**

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

**1. 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.

**2. 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 effected 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.

3. 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.

4. 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.

L. **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

1. **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.

2. **Equal Employment Opportunity**. The following equal employment opportunity requirements apply to the underlying contract:

a. **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.

b. 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.

c. 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.

3. 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.

**M. Breaches and Dispute Resolution.**

1. 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.

2. Performance During Dispute

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

3. 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.

4. 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.

5. 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.

**N. Patent, Rights in Data and Proprietary Information.**

1. Rights in Data

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

- a. 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 (thumbdrives) 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.

- b. The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:
  - i. 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.
    - (1) Any subject data developed under that contract, whether or not a copyright has been obtained; and
    - (2) Any rights of copyright purchased by the Purchaser or the SUBRECIPIENT using federal assistance.

## 2. Patent Rights

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

- a. 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.

- b. 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.
- c. 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.

**3. Proprietary Information**

- a. All materials provided in solicitation responses and contracts that are proprietary should be marked as such.
- b. COG accepts no responsibility for the release of any information submitted that is not marked as proprietary or confidential.

**O. 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.

**P. 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.

**Q. Interest of the SUBRECIPIENT**

The SUBRECIPIENT covenants that it has presently no financial interest, shall not acquire any financial interest, direct or indirect, which would 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.

## **R. 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 and shall be made electronically.

1. **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. The vendor may choose the form of payment that best suits them.
2. COG has implemented a P-Card Program utilizing MASTERCARD networks. Purchases from this contract can be made utilizing COG's P-Card.
3. 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.
4. COG can also accept ACH transactions. This method 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.

NOTE: Vendor must accept either P-card or ACH payments. COG will not issue checks for payments under this contract.

## **S. 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.

## **T. 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.

## **U. 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.

**V. 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.

**W. 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.

**X. 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.

**Y. Confidential or Personal Data**

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.
3. 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.
4. 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:
  - a. 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.

- b. The party(ies) working with COG shall demonstrate adherence to a federal or applicable state standard for protecting confidential or personal information.
- c. 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.
- d. 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.
- e. 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.
- f. 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.
- g. 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].

- h. 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.

**Z. 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.

**AA. 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.

**BB. 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.

**CC. 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.

**DD. 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.

## EE. 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.

## FF. FFATA Reporting

1. 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.
2. 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:
  - a. The entity's information
  - b. Description and/or title of the sub-award (including NAICS code or CFDA number)
  - c. Date and amount of award
  - d. Location of the entity receiving the award and the primary location of performance under the award, including the city, state, congressional district, and country
  - e. Active and current SAM unique identifier
  - f. DUNS number
  - g. 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.)

#### **GG. 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 CERTIFICATION**

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

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

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any department or agency of the District of Columbia, State of Maryland or the Commonwealth of Virginia or any of the 24 jurisdictions comprising the membership of the Metropolitan Washington Council of Governments (COG);
- Have not within a three year period preceding this date been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated above of this certification; and
- Have not within a three-year period preceding this date had one or more public transactions (Federal, State or local) terminated for cause or default.

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

---

Typed Name of Vendor

---

Typed Name & Title of Authorized Representative

---

Signature of Authorized Representative

Date

## ATTACHMENT C CONTRACT REFERENCES

CONTRACTOR: \_\_\_\_\_

PROVIDE A MINIMUM OF THREE (3) REFERENCES FROM CUSTOMERS THAT ARE CAPABLE OF DISCUSSING YOUR COMPANY'S ABILITY TO PERFORM CONTRACTS OF COMPARABLE SIZE AND SCOPE. It is imperative that accurate contact names and phone numbers be given for the projects listed. All references should include a contact person who can comment on the company's ability to perform the services required under this contract. The company should insure that telephone numbers and contact names given are up-to-date and accurate.

### Reference Number 1

1. Name of Client Organization: \_\_\_\_\_

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

3. Phone Number of POC: \_\_\_\_\_

4. Approximate Value of Contract: \_\_\_\_\_

5. Duration of Contract: \_\_\_\_\_

6. Description of Services Provided: \_\_\_\_\_

### Reference Number 2

1. Name of Client Organization: \_\_\_\_\_

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

3. Phone Number of POC: \_\_\_\_\_

4. Approximate Value of Contract: \_\_\_\_\_

5. Duration of Contract: \_\_\_\_\_

6. Description of Services Provided: \_\_\_\_\_

### Reference Number 3

1. Name of Client Organization: \_\_\_\_\_

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

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

Reference Number 4

1. Name of Client Organization: \_\_\_\_\_
2. Name and Title of Point of Contact (POC) for Client Organization: \_\_\_\_\_  
\_\_\_\_\_
3. Phone Number of POC: \_\_\_\_\_
4. Approximate Value of Contract: \_\_\_\_\_
5. Duration of Contract: \_\_\_\_\_
6. Description of Services Provided: \_\_\_\_\_  
\_\_\_\_\_

Reference Number 5

1. Name of Client Organization: \_\_\_\_\_
2. Name and Title of Point of Contact (POC) for Client Organization: \_\_\_\_\_  
\_\_\_\_\_
3. Phone Number of POC: \_\_\_\_\_
4. Approximate Value of Contract: \_\_\_\_\_
5. Duration of Contract: \_\_\_\_\_
6. Description of Services Provided: \_\_\_\_\_

**ATTACHMENT D DBE FORM**

**SAMPLE**

<b>DBE Plan Submission</b>		
<p>A. Disadvantaged Business Enterprise ("DBE") participation should be an integral component of the consultant selection process for this solicitation. COG's DBE Policy may be viewed on its website <a href="https://www.mwcog.org/purchasing-and-bids/dbe-policy/">https://www.mwcog.org/purchasing-and-bids/dbe-policy/</a>.</p> <p>B. Responding firms shall submit with their proposals a DBE Participation Plan to meet this goal. The plan shall identify any DBE that shall be participating in the project.</p> <p>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.</p> <p>D. Only current DBE certifications will be accepted by COG for this purpose. Pending certifications are not eligible for points in this solicitation.</p> <p>E. No certifications except DBE are eligible for points. Do not submit MBE, SMB, SWaM or other certification types. They will be rejected and no points will be awarded. No exceptions.</p>		
<b>PROPOSER</b>	Name: _____	
<b>Total Proposed Budget</b>	Value: \$ _____	
<b>DBE Plan</b>	Yes _____ No _____	
<b>Check if Prime Contractor is a DBE _____ . Certification Form Must Be Attached to this form.</b>	Certification # _____	Expiration Date: _____
<b>DBE Certification</b>	State: _____	Certification Type: DBE (must be DBE)
	Certifying Agency: _____	
<b>DBE SUBCONTRACTOR 1</b>	Name: _____	
<b>Street Address</b>	_____	Tax ID #: _____
<b>City, State, Zip</b>	_____	Website: _____
<b>POINT OF CONTACT</b>	Name: _____	Title: _____
	Email: _____	Telephone: _____
<b>Subcontract Value</b>	Cost \$ _____	Percentage of total _____%
<b>DBE Performance Period</b>	Start ____/____/____	End ____/____/____
<b>DBE Certification</b>	State: _____	Certification Type: DBE (must be DBE)
	_____	
<b>Certification Form Must Be Attached to this form</b>	Certification # _____	Expiration Date: _____
<b>BREAKDOWN BY ETHNICITY &amp; GENDER</b>	<b>MALE</b>	<b>FEMALE</b>
Black American		
Hispanic American		
Native American		
Asian-Pacific American		
Subcontinent Asian American		
Non-Minority		
<i>See page 2 for for additional DBE subcontractors</i>		

## ATTACHMENT E RIDER CLAUSE

### 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.
  - F. Although Participating Members (see next page) are the priority of this rider clause, organizations not on this list are permitted to use this clause by mutual agreement and approval by COG.

## 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
- City of Laurel
- 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

**Approval Form**  
**Sample 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.

---

Participating Agency Name \_\_\_\_\_

Contact Person \_\_\_\_\_

Phone \_\_\_\_\_ Email Address \_\_\_\_\_

---

Solicitation/Contract Information:

Name Solicitation/Contract \_\_\_\_\_

Lead Agency/Contract Holder \_\_\_\_\_

Contact Person \_\_\_\_\_

Solicitation/Contract Number \_\_\_\_\_ Other Reference \_\_\_\_\_

---

Vendor Information:

Contractor Name \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Contact Person \_\_\_\_\_

Phone \_\_\_\_\_ Email Address \_\_\_\_\_

*See questions on next page.*



**Questions -**

YES   NO

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

**Participating Entity**

**Metropolitan Washington  
Council of Governments**

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_