



Metropolitan Washington  
**Council of Governments**

**REQUEST FOR PROPOSALS NO. 22-015**

**REGIONAL AIR PASSENGER SURVEYS**

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

See Lockbox Instructions in Section X.D

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

Thursday, May 26, 2022

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**REQUEST FOR PROPOSALS  
RFP# 22-015**

**Release Date – 04/26/2022**

**REGIONAL AIR PASSENGER SURVEY**

**I. SUMMARY**

Services requested	In conjunction with the Metropolitan Washington Airports Authority (MWAA) and the Maryland Aviation Administration (MAA), COG will be conducting a survey of air passengers using the region’s three major commercial airports
Contract type	Firm Fixed Price
Number of contracts	One
Duration of contract	Award date plus through September 2023, plus two 2-year option periods
Disadvantaged Business Enterprise (DBE)	COG will award up to 15% of the score to firms who are or use qualified 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

In conjunction with the Metropolitan Washington Airports Authority (MWAA) and the Maryland Aviation Administration (MAA), COG will be conducting a survey of air passengers using the region’s three major commercial airports:

- a) Baltimore/Washington International Thurgood Marshall Airport (BWI)
- b) Ronald Reagan Washington National Airport (DCA)
- c) Washington Dulles International Airport (IAD)

This will be the fifteenth in a series of air passenger surveys. The purpose is to collect information about changing travel patterns and user characteristics of air passengers at the region’s three commercial airports and to help determine airport terminal and groundside facility needs.

#### Previous Air Passenger Surveys

Previous air passenger surveys were conducted in 1981-82, 1987, 1992, 1998, 2000, 2002, and every two years between 2005 and 2019.

These surveys were designed as at-gate air passenger intercept surveys using paper-based instruments. Interviewers distributed survey questionnaires to departing air passengers in the gate holding areas for pre-selected flights. The interviewers then collected the filled-out questionnaires as passengers completed them or as passengers were called to board their flight. Late arriving passengers were given a survey questionnaire with a postage paid mail-back envelope and asked to fill in the questionnaire during their flight and return it by mail, or online, utilizing the QR code provided on the paper survey.

A random sample of between 500 and 600 domestic flights and 50 to 90 international flights was selected. The sampling methodology was calibrated by COG staff to ensure that

the survey sample was representative of recently observed and known short-term planned flight operations at each of the three airports. The exact number of flights to be surveyed at each airport was not to be known until the final flight sample is drawn by COG.

The survey interviewing of air passengers on the random sample of selected flights was conducted over a 14-day period. Any sampled flights that could not be surveyed during this two-week period, or flights that were surveyed during the two-week period, but had response rates of less than 20 percent of the revenue passenger count, were resurveyed in a one to two-week period. Based on the experience of prior regional air passenger surveys conducted by COG, approximately five to ten percent of the sampled flights needed to be resurveyed in the make-up period.

2022 Regional Air Passenger Survey

The approach and methodology for the 2022 Regional Air Passenger Survey (“APS”) will be updated to reflect recommendations agreed upon by the Aviation Technical Subcommittee in the *Regional Air Passenger Survey (APS) Recommendations* memorandum (Exhibit 1), including: a sampling plan based upon groups of gates (zones), a web-based survey instrument (including an interactive map to improve responses to origin address question), and an incentive to participate.

**IV. DEFINITIONS**

COG	The Metropolitan Washington Council of Governments
Contractor	The term used throughout this document to describe the individual or organization awarded the prime contract based on this solicitation.
Contracting Officer	The Executive Director of the Metropolitan Washington Council of Governments
MAA	The Maryland Aviation Administration
MWAA	The Metropolitan Washington Airports Authority
TPB	Transportation Planning Board
Technical Selection Committee	The Committee established to review the proposals received under this solicitation and recommend selection of contractors to the COG Contracting Officers.
Subcontractor, Sub-recipient	Any subcontractor hired by the contractor.

**V. SCOPE OF WORK**

COG is seeking to contract with a qualified firm to provide professional services to develop a sampling plan; design, develop, and administer the web-based survey instrument; administer survey participation incentives; and provide the field staff needed to conduct an on-site survey pretest in advance of the main survey. The contractor will also provide a digital survey file created from the web-based survey responses.

## **A. Task 1. Project Kick-off and Ongoing Management**

1. Upon Notice to Proceed (“NTP”) from assigned COG Project Manager, the contractor shall schedule a kick-off meeting with COG Project Manager and other COG staff and/or Airport stakeholders to obtain additional background information and to confirm objectives and priorities for the project.
2. At the kick-off meeting, the contractor shall distribute for review and approval a draft work plan including project timeline.
3. Contractor shall provide monthly progress reports over the course of the project.

### ***Deliverables:***

- *Agenda for kick-off meeting as well as ongoing Oversight Committee meetings*
- *Draft and final work plan. Final work plan shall reflect input from COG staff.*
- *Meeting minutes with final scope and schedule*
- *Monthly progress reports via email to COG Project Manager*

## **Part 1. Survey Preparation**

### **B. Task 2: Prepare Sampling Approach and Sampling Plan**

1. The contractor shall prepare a draft sampling approach and sampling plan for conducting the 2022 APS for each of the region’s three airports (BWI, DCA, and IAD), based on the recommendations from the *Regional Air Passenger Survey (APS) Recommendations* memorandum (Exhibit 1).
  - a. COG proposes a sampling approach based on clusters of gates (or zones). However, contractor may recommend another approach based on prior experience and best practices.
  - b. The sampling approach and sampling plan shall be designed to support longitudinal comparisons with past APS efforts. See Exhibit 2, *Washington-Baltimore Regional Air Passenger Survey – 2019 General Findings Appendix A. Survey Methodology*.
  - c. A draft sampling approach and sampling plan shall be provided to COG staff and Airport stakeholders for review and approval. It will include a test sample draw using the latest flight data available.
  - d. A final sampling approach and sampling plan shall be developed based upon input from COG staff and Airport stakeholders.
2. The contractor may use flight data provided by Airport stakeholders to develop the sampling plan. The contractor shall update the sampling plan based on the latest flight data prior to conducting the survey pretest and main survey.

### ***Deliverables: Draft and final survey sampling approach/sample plan***

### **C. Task 3: Web-based Survey Instrument, Informational Postcard, and Online Survey Dashboard**

1. The contractor shall be responsible for designing, developing, and administering a web-based survey instrument to allow respondents to access and complete the survey with a QR code or URL.
2. COG staff shall provide the contractor with the 2022 APS questionnaires for each airport. Some questions and response options will be specific to each airport, such as means of transportation to the airport (for example, a question on means of transportation to the airport includes Amtrak, MARC and light rail as possible responses for BWI, but not for DCA or IAD).
3. The contractor will submit a website using user interface (UI) design (wireframe) to COG for approval. The web-based survey instrument shall use a secure protocol (e.g., HTTPS) and meet the following specifications.
  - a. Skip logic will be developed to support questions/response options specific to each airport. (Note: in the past, three versions of the survey were printed; one for each airport.)
  - b. Translation into multiple languages to ensure full and equitable participation.
  - c. Highlight the survey incentive and collect information to support the distribution of a survey incentive to encourage participation (See Task 4).
  - d. Provide participants with the ability to opt out of being considered for an incentive and not provide the personally identifiable information that would be necessary for disbursing incentive rewards.
  - e. Accessible by and formatted for mobile devices (smartphones, tablets, etc.) as well as by computers and other compatible devices.
  - f. Access with a simple and appropriate QR code and URL.
  - g. A unique identifier for respondents to avoid duplicate survey records.
  - h. Option to save results part-way through the survey so that respondents can go back later to complete their survey, if necessary.
  - i. Appropriate programming logic (conditional responses, drop-down boxes, radio buttons, skip patterns, branching, etc.) to reduce errors or illogical answers, as well as to reduce respondent burden.
  - j. An interactive map to support the collection of ground access trip origin location.
4. The contractor shall design and print informational postcards with the QR code and URL to allow passengers to access and take the survey at the gate. The contractor will consider and make a recommendation to:
  - (1) print all postcards in advance of the pretest; or
  - (2) print postcards in two batches, one for the pretest and one for the full-scale survey. Two options for postcards include: 1) one postcard for all airports; 2) three postcards, one postcard for each airport. Using one postcard may reduce design and printing costs but would not allow for customization for each airport; it would also require respondents to select the airport they are using after they access the survey website.

Using three postcards may increase design and printing costs but would direct respondents to a link that does not require respondents to choose the airport and allow for customization by airport. Completing the survey at the gate is desirable so that field staff can answer any questions that the respondent may have.

The material will also include background on the APS, highlight the incentive, and provide an informational link to the survey available in multiple languages.

5. The contractor shall house the responses to the survey on a secure computer server(s) and prepare a memo to document such security procedures and policies in place to protect respondent confidentiality.
6. After COG approval of the website UI design, the contractor shall create a secure online survey dashboard and provide COG staff access to the dashboard to allow for near real-time tracking of survey responses during the pretest and main survey.
7. The contractor shall share the survey instrument with COG staff and Airport stakeholders for review in advance of the pretest. The contractor shall modify the survey instrument based upon input from COG staff and Airport stakeholders.
8. The Contractor shall monitor performance of web-based survey Instrument and online survey dashboard during survey operations. Backup servers shall be in place to protect data.

***Deliverables:*** preliminary and final web-based survey instrument, memo documenting security procedures and policies in place to protect respondent confidentiality, website UI design and online survey dashboard, design and print informational postcards with QR code and URL

#### **D. Task 4: Administer Survey Participation Incentive**

1. Previous APS efforts did not offer a survey participation incentive. COG's research found that offering an incentive would likely improve response rates, following best practices in survey methodology, and that a raffle drawing of gift cards is the preferred approach (see Exhibit 1).
2. The contractor shall draft a plan to administer survey participation incentive. Contractor shall share the plan with COG staff for review and feedback. Contractor shall address COG staff review comments and finalize the plan.
3. The contractor shall administer the survey participation incentive, including acquiring and distributing the gift cards, with oversight and input from COG staff. The incentive shall be a raffle drawing for respondents at each of the three airports (2 \$500 gift cards for BWI, DCA, and IAD). For each Airport, the raffle shall include respondents to the pretest and actual survey. Contractor shall ensure that the raffle drawing will be conducted equitably and fairly, and that contractor staff, COG staff, and airport staff are ineligible to receive an incentive.
4. Contractor will include a survey participation incentive as part of the pretest survey (See Task 6).



*Deliverables: preliminary and final plan and administer survey participation incentive*

Part 2: Survey Field Work

**E. Task 5: Administration, Staffing, and Security Procedures**

1. Contractor field staff shall be responsible for all field activities relating to conducting the survey at the region's three commercial airports. In addition to recruiting air passengers to participate in the survey, this work shall include appropriate coordination of survey interviewing operations with airport and airline personnel and the provision of assistance to air passengers needing help in completing the survey questionnaire or with questions about the survey and its purpose. Some basic record-keeping and preparation for each day's survey interviewing activities will also be required.
2. Staffing.
  - a. Prepare a staffing plan for field work.

While it is expected that staffing levels shall be driven by the sampling plan, the staffing plan shall be developed early in the project to allow sufficient time to complete the airport security procedures and badging process. Delays in this process may adversely impact the timing of survey field collection. It is anticipated that a lower level of staffing will be required for the pretest compared with the survey field work, therefore two deadlines for badging are noted in the anticipated timeline. The staffing plan shall address both the pretest and survey field work.

A draft staffing plan shall be provided to COG staff for review and feedback before it is finalized. The staffing plan shall identify a Survey Supervisor at each airport. The Survey Supervisor shall be present and fully accessible anytime during survey operations and shall work directly with the contractor's survey operations staff at each airport to resolve any problems that may arise.

Based on previous air passenger survey experience, which used a gate-based sampling plan, below are the past contractor staffing levels that are being provided in this scope of work for informational purposes to assist the contractor in developing the staffing plan:

- One (1) Survey Supervisor at each airport. Survey Supervisors were responsible for the overall management of survey field operations at their assigned airport. Specific responsibilities of the Survey Supervisors included pre-survey set up and training activities; overall supervision of survey interviewing during the main two-week survey period and the following resurvey make-up period of up to two weeks; appropriate coordination of survey interviewing operations with COG staff and airport personnel; and keeping COG project management staff up to date on daily survey activities.
- Two (2) Lead Assistants at each airport. One Lead Assistant worked a morning shift (approximately 5:00 AM to 2:00 PM) and the other Lead

Assistant worked an evening shift (approximately 2:00 PM to 11:00 PM). The Lead Assistants worked in conjunction with a Survey Supervisor to cover all airport field office functions. Specific responsibilities included the scheduling and assignment of field staff interviewers to specific survey flights, the preparation and checking of survey recruitment materials (e.g., postcard with QR code and URL) for each sampled flight to be surveyed during their work shift, review of the completed survey questionnaires after each flight is surveyed to determine an adequate number of valid completed questionnaires for that flight, and maintenance of a survey flight logbook. Lead Assistants also performed some survey interviewing if an insufficient number of survey interviewers are available for a specific work shift.

- Ten (10) Survey Interviewers at each airport. Survey Interviewer schedules were based on the flight departure times in the survey sample; working hours began as early as 4:00 a.m. and as late as midnight, depending on the airport and daily flight schedule. The exact schedule and work shift for each Survey Interviewer was determined once the final flight sample was drawn.

3. Airport security procedures. All survey field staff must successfully complete airport security clearances and badge procedures prior to the start of the field work. Contractor field staff conducting the pretest must complete these procedures prior to the start of the pretest.

The contractor is responsible for ensuring that enough badged personnel are available for the survey period. This means that the contractor must propose sufficient survey field staff at the start of this contract to successfully complete all survey field operations, taking into consideration reasonably expected field staff turnover during this contract.

The TSA screening and airport badging process can be unpredictable and differs at each of the three regional airports. Proposers should plan accordingly when developing their project schedule and budget.

4. All survey field staff shall attend a brief training and on-site airport orientation session during the week before the start of the survey operations. A limited number of survey interviewers at each airport must be retained for the one to two-week resurvey make-up period.
5. The contractor must ensure mobile telephones with the ability to send and receive email will be available for all key survey personnel, including the survey supervisors and lead supervisors. Survey field staff members with foreign language skills are highly desirable.
6. Transportation costs for survey field staff shall be reimbursed at 100 percent of the cost for public transportation use, and at the 2022 published GSA mileage rate of \$0.585 per mile for privately-operated vehicles (POVs). The contractor shall arrange for parking passes for field staff at the three airports.

***Deliverables: preliminary and final staffing plan, completed Airport security procedures and training***

**F. Task 6: Conduct a Survey Pretest to Evaluate and Refine the Survey Methods**

1. The contractor shall conduct a pretest to evaluate methodological changes to the survey. The 2022 APS shall involve several key methodological changes from previous APS efforts, including data collection method (i.e., paper survey to web-based survey), sampling approach (i.e., flight-based to zone based), and include a survey participation incentive. A pretest also allows for more comprehensive assessment of how changes in methodology can impact trend data or key estimates. The pretest shall be at a scale large enough to yield enough responses to inform necessary changes to the survey questionnaire and sampling plan.
2. Contractor shall prepare a pretest plan which explains how the survey will be tested as well as how the results will be used to improve and refine the survey before it is deployed.
  - a. The contractor shall prepare a preliminary/draft pretest plan and provide it to COG staff to review at least one month in advance of the pretest.
  - b. The contractor shall update the plan based upon input from COG staff and provide a final copy to COG staff. The pretest plan shall be finalized two weeks in advance of its operations.
3. The contractor shall conduct the pretest with oversight and input from COG staff.
  - a. In advance of the pretest, the contractor shall coordinate with the Airports to obtain all necessary security clearances and badge procedures for field staff who will be conducting the pretest. COG staff shall observe conduct of contractor field staff.
  - b. The pretest shall be conducted in the field.
  - c. The pretest shall be performed at least six weeks before the fielding of the 2022 APS to allow sufficient time to make needed adjustments to the survey plan.
  - d. The contractor shall maintain the survey dashboard throughout the survey to allow near real-time tracking of survey responses by COG staff during the pretest.
4. The contractor shall evaluate the survey methodology based upon the results of the pretest.
  - a. The contractor shall develop a memo outlining findings from the pretest and recommendations to refine the methodology based upon results and lessons learned during the pretest.
  - b. The contractor shall provide any data collected during the pretest to COG staff.
  - c. COG staff shall review the memo and provide consent to any changes to the survey methodology.

**Deliverables:** *preliminary and final pretest plan, memo evaluating survey methodology based upon results of pretest and recommendations for survey, pretest data files.*

#### **G. Task 7: Perform Survey Field Collection**

1. Contractor shall make any final updates to survey based upon lessons learned during pretest, as directed by COG staff, including any modification(s) to web-based survey instrument, sampling plan, and administration of survey participation incentive.
2. Once the sampling plan has been finalized, the contractor may not modify it – except in cases of extenuating circumstances – and only with prior approval by the COG project manager.
3. The survey dashboard shall be maintained throughout the survey to allow near real-time tracking of survey responses by COG staff.

**Deliverables:** *field staff, successful completion of survey field data collection for all sampled flights, including re-surveys, and daily flight logs.*

#### **H. Task 8: Prepare Data Files and Final Survey Report**

1. Contractor shall store data collected from survey questionnaires in a secure digital location and should provide documentation of the policies in place to protect respondent confidentiality.
2. COG's preference is for the survey dashboard to be created prior to the pretest to allow for tracking of survey responses. All data and survey materials must be submitted to COG at conclusion of the contract. The data and survey materials will be the property of COG. Contractor shall document their data file preparation procedures, including policies for quality assurance / quality control and recovery in the event of data loss.
3. Contractor shall provide COG a draft and final report of the survey results.
4. COG shall have forty-five (45) days to review and comment on the draft final report. Upon receipt of COG comments, the contractor will have thirty (30) days to respond to these comments and make any necessary changes to the final survey report.

**Deliverables:** *survey data files, final survey report, and associated documentation*

#### **I. Role of COG in the Scope of Work**

1. COG shall be responsible for the overall direction of the 2022 APS.
2. During past survey operations, COG Staff served in the following roles. It is anticipated similar roles will be performed during the pretest and survey field work:
  - a. A project manager, appointed from COG staff, was responsible for reviewing and approving the survey contractor's work plan, coordinating the contractor's work with airport and airline personnel as appropriate, managing

the involvement of other COG staff in this project, and monitoring the progress of all survey activities to ensure their successful completion. Project manager was badged at all three airports.

- b. Two (2) assistant project managers were appointed from COG staff. At least one of these assistant project managers was badged at all three airports. The two COG assistant project managers monitored daily progress on survey activities and provide basic logistic and other support to the contractor's Survey Supervisors at each airport. The COG assistant project managers were also responsible for coordination with airport personnel for the setup of survey field offices at each airport, the delivery of survey materials to the airport survey field offices, the pick-up of survey materials from the field and the breakdown of the field offices upon completion of survey field operations. The COG assistant project managers were in close daily communication with the Survey Supervisors at each airport to monitor the progress of survey field operations and to assist them in the resolution of any reported problems.

3. COG staff and/or Airports shall play the following role for each task:

**Task 1: Project Kick-off and Ongoing Management** - COG staff shall identify appropriate participants for the kick-off meeting. COG staff shall review and provide input on overall work plan. COG staff shall coordinate the contractor's work with airport and airline personnel as appropriate, manage the involvement of other COG staff in this project, and monitor the progress of all survey activities to ensure their successful completion.

### **Part 1. Survey Preparation**

**Task 2: Prepare Sampling Approach and Sampling Plan** – COG staff and Airports shall review and provide input on draft sampling approach and sampling plan before it is finalized for both the pretest and main survey. Airports shall provide the flight data for developing the sampling plan.

**Task 3: Web-based Survey Instrument, Informational Postcard, and Online Survey Dashboard** – COG staff shall provide the survey questionnaires for the three airports to the contractor. COG staff and Airports shall review and provide input on web-based survey instrument before it is finalized. COG staff shall review survey dashboard before it is finalized for the pretest and main survey.

**Task 4: Administer Survey Participation Incentive** – COG staff shall review plan to administer survey participation incentive.

### **Part 2. Survey Field Work**

**Task 5: Administration, Staffing, and Security Procedures** - COG staff shall perform necessary steps for its own staff to be badged. The COG assistant project managers shall also be responsible for coordination with airport personnel for the setup of survey field offices at each airport, the delivery of survey materials to the airport survey field offices, the pick-up of survey materials from the field, and the breakdown of the field offices upon completion of survey field operations.

**Task 6: Conduct a Survey Pretest to Evaluate and Refine the Survey Methods** - COG staff shall review survey pretest sampling plan. COG staff shall review contractor's memo with assessment of methodology based upon results of pretest and recommendations to refine survey methods. COG staff shall provide consent for any modifications to methodology in advance of main survey.

**Task 7: Conduct Survey Field Collection** – COG staff shall monitor daily progress on survey activities and provide basic logistic and other support to the contractor's Survey Supervisors at each airport. The COG assistant project managers shall be in close daily communication with the Survey Supervisors at each airport to monitor the progress of survey field operations and to assist them in the resolution of any reported problems.

**Task 8: Prepare Data Files and Final Survey Report** – After contractor submits the data files and final report, COG staff shall review and comment on the material within forty-five (45) days. Contractor will have thirty (30) days to respond to questions.

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### Preliminary Project Timeline

The contractor shall use discretion to develop and refine a project timeline for the workplan. Below is a preliminary project timeline.

<b>Task</b>	<b>Anticipated Completion Week</b>
Project Kick-off (Task 1)	By Week 1
Draft Work Plan, including project timeline (Task 1)	(Initial Target is July)
Ongoing Management (Task 1)	Throughout Project
Final Work Plan	By Week 2
Draft Sampling Approach and Sampling Plan (Task 2)	By Week 4
Draft Pretest Staffing Plan (Task 5)	
Draft Pretest Plan (Task 5)	
Final Sampling Approach and Sampling Plan (Task 2)	By Week 8
Draft Web-based Survey Instrument, Informational Postcard, and Online Survey Dashboard (Task 3)	
Draft Plan to Administer Survey Participation Incentive (Task 4)	
Final Pretest Staffing Plan (Task 5)	
Web-based Survey Instrument, Informational Postcard, and Online Survey Dashboard (Task 3)	By Week 10
Memo Documenting Survey Procedures (Task 3)	
Complete Plan to Administer Survey Participation Incentive (Task 4)	
Complete Security Procedures and Badging for Pretest (Task 5)	
Update Sampling Plan for Survey Pretest with Latest Flight Data (Task 2)	
Final Pretest Plan (Task 5)	
Print Informational Postcards (Task 3)	By Week 11
Conduct a Survey Pretest to Evaluate Methods (Task 6)	Between Week 12 and Week 16  (Initial target is October)

Complete Memo Evaluating Pretest Results and Recommendations for Refining Survey Methods (Task 6)  Submit Pretest Data Files (Task 6)	By Week 19
Refine the Survey Methods Following Pretest (Task 6)  Draft Field Collection Staffing Plan (Task 5)	Between Week 19 and Week 25
Final Field Collection Staffing Plan (Task 5)	Week 27
Update Sampling Plan for Survey Field Collection with Latest Flight Data (Task 2)  Complete Security Procedures and Badging for Survey Field Collection (Task 5)	Week 29
Conduct Survey Field Collection (Task 7)	Between Week 31 and Week 34  (Initial target is March)
Repeat any Necessary Field Work (Task 7)	Between Week 35 and 37
Prepare Data Files and Final Survey Report (Task 8)	By Week 52
COG staff review and provides questions/comments on data files and final survey report (Task 8)	By Week 58
Respond to any comments (Task 8)	By Week 62

## VI. INSTRUCTIONS, CONDITIONS, and NOTICES TO OFFERORS

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.

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

- A. The period of performance shall begin once the Executive Director of COG has signed a contract and continue through September 30, 2023.
- B. The Contract will be issued as a fixed-price contract, subject to available funding, anticipated budget not to exceed \$265,000.



- C. The contract may be extended by exercising an optional 2-year (24 month) period, one period at a time, for up to no more than two (2) optional periods beyond the base period. During each option period, a full-scale survey would be conducted using the same methodology (no pretest would be conducted during the option periods).

#### **VIII. 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.

*An Acord Form indicating full compliance with all insurance requirements must be provided with the submission. Exceptions to any coverages must be made with the submission. Failure to do so will result in the submission being rejected.*

#### 11. Confidential or Personal Data

- a. COG respects the privacy or business interests involved in confidential or personal data. It is COG's policy to obtain confidential or personal data or store or allow storage of such data only 1) when necessary to fulfill COG's information-gathering and data collection responsibilities, or 2) in conjunction with COG projects. COG intends to minimize risk of disclosure of such confidential or personal data.
- b. Whenever feasible and the requirements of a project allow, the names of survey participants or users of a website or other data collection method shall not be accepted, recorded, stored or retained.
- c. When COG engages in a project, which involves the collection or storage of confidential or personal information by or through use of surveys, websites or by other data collection, the following conditions shall be met:
  - 1) The survey, website or other collection method shall contain a set of conditions for use and a disclaimer of any COG liability for use, in language approved by COG in writing.
  - 2) The party(ies) working with COG shall demonstrate adherence to a federal or applicable state standard for protecting confidential or personal information.
  - 3) The confidential or personal information collected or stored by or through the survey, website or other data collection shall be kept confidential. All necessary steps shall be taken to protect the privacy of the users of the website or other data collection. Any confidential or personal information provided by users of the website or other data collection, including but not limited to their names and addresses, shall be protected.
  - 4) COG shall retain control over and ownership of all surveys, Webpages, control files and scripts, database schema, and database contents, in addition to all content which is published on or stored by the website or other data collection, unless COG specifically agrees in writing otherwise.
  - 5) The Consultant is prohibited from using the data for any purpose that is not clearly defined in the Scope of Work without expressed written permission from COG.
  - 6) 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.
  - 7) 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.

- 8) 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:
- 9) 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].
- 10) 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.

## **IX. CONTENTS 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 herein. This section shall include a work plan and schedule and a project management plan that will detail the lines of authority and communication 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.
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 Section 1.

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.

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 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

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

**X. 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 lockbox portal.**
2. All questions will be answered and posted on COG's website and lockbox portal 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 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. Please use the RFP number (RFP 22-015) and your firm name in the file name of your electronic submissions.
2. 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.**

## **XI. 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>
Understanding of and methodology used for the project	30
Demonstrated knowledge and experience of Key Personnel and availability of Key Personnel	35
Cost and Price Analysis	20
DBE Participation	15
Total Points	100

**XII. 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

- E. For the sake of scoring, percentages will be rounded down rather than up. A proposer must meet the minimum scoring percentage to receive full points.
- F. A prime contractor with valid DBE certification will receive 100% participation points.
- G. 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.
- H. Federal Law – CFR Part 26.37 (Monitoring Performance) requires COG to include a monitoring and enforcement mechanism to ensure that work

committed to DBEs at task order award is performed by DBE's.

- I. To comply with this requirement, the Contractor is required to provide COG with monthly reports on DBE payment(s). This may involve monthly reporting via email.
- J. COG is currently testing a DBE Reporting Software system and the contractors chosen under this master contract award may be required to report through that system rather than direct email. Please save any questions relating to reporting for the task order process. A DBE Plan form (Attachment D) must be submitted by all proposers even if they do not have any DBE dollars in their proposal.

### **XIII. 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.



**XIV. PROPOSAL RESPONSE FORM**

**RFP 20-015 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) with the Price section of the RFP 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.*

**RFP Response Form**  
**(Continued page 2 of 2)**

In submitting a bid in response to this RFP, the authorized signatory below acknowledges having read and understood the entire solicitation and agrees to accept the Terms and Conditions set forth in this RFP.

The signatory below represents that he/she has the authority to bind the entity named below to the response submitted and any contract awarded as a result of this solicitation.

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

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

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

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

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

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

TITLE: \_\_\_\_\_

*Note: Unsigned responses may be disqualified. E-signatures are acceptable.*

## 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.]

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**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.

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Typed Name of Vendor

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Typed Name & Title of Authorized Representative

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Signature of Authorized Representative

Date

## ATTACHMENT C CONTRACT REFERENCES

### 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 ensure 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**

**DBE FORM**

<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

**COG Rider Clause  
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.*

METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS  
RFP 22-015 REGIONAL AIR PASSENGER SURVEY

<u>Questions</u> -	<u>YES</u>	<u>NO</u>
1. Is the Contract active and currently in force?	_____	_____
2. Is the Participating Agency's specifications/scope of work the same or very similar to that in the Contract?	_____	_____
3. Is riding this Contract within the rules and regulations of the Participating Agency and approved by the Participating Agency's Purchasing Department?	_____	_____

**Participating Entity**

Name \_\_\_\_\_  
Title \_\_\_\_\_  
Signature \_\_\_\_\_  
Date \_\_\_\_\_

**Metropolitan Washington  
Council of Governments**

Name \_\_\_\_\_  
Title \_\_\_\_\_  
Signature \_\_\_\_\_  
Date \_\_\_\_\_