



Metropolitan Washington  
Council of Governments

## **REQUEST FOR PROPOSALS NO. 22-016**

### **Anacostia Watershed Messaging & Strategic Planning Communications Consulting**

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

See Lockbox Instructions in Section IX.D

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

**June 16, 2022**

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Appendix 1 Survey Deliverables

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**REQUEST FOR PROPOSALS (RFP)  
RFP# 22-016**

**Release Date – May 13, 2022**

**ANACOSTIA WATERSHED MESSAGING & STRATEGIC PLANNING COMMUNICATIONS CONSULTING**

**I. SUMMARY**

Services requested	Anacostia Watershed Messaging workgroup (MSW) work to develop a more strategic approach to promote the value of the watershed
Contract type	Fixed price by Tasks
Number of contract(s)	One
Duration of contract	One year from date of award with option to renew annually up to four years
Disadvantaged Business Enterprise (DBE) goal	DBE Plan form required for all submissions
Payment method	Net 30
Planned duration of RFP advertisement	4 weeks
Start of advertisement period for RFP	May 13, 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	June 16, 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.

### III. PROJECT OVERVIEW

The Anacostia River watershed covers 176 square miles of land in Maryland and the District of Columbia that drain into the Anacostia River. While once an area of heavy erosion and pollution due to farming and urbanization, the Anacostia is being revived thanks to the combined efforts of public and private organizations aimed at restoring the Anacostia River watershed.

In 2006, the Anacostia Watershed Restoration Partnership (AWRP) was created as a collaboration between governments, organizations, and the private sector to improve the River's health and reconstruct the watershed as a community asset. The Partnership's key goals include: 1) reducing pollutants and trash in and along the Anacostia River, 2) protecting the ecological integrity of the river and its streams, 3) increasing non-tidal wetlands in the watershed, 5) protecting and expanding forest cover throughout the watershed, and 6) increasing community and private business awareness of their role in the revitalization of the watershed. To learn more about the AWRP, visit [www.Anacostia.net](http://www.Anacostia.net).

In 2018, the AWRP organized the Anacostia Watershed Messaging workgroup (MSW) to drive progress towards the Partnership's messaging and outreach goals. These goals are primarily to raise awareness of the role the Anacostia River plays in the lives and health of the residents of the watershed and, in turn, their role in its health. The MSW consists of members from the District of Columbia, Montgomery County, and Prince George's County, as well as other stakeholders from the AWRP. Meetings are hosted and facilitated by the Metropolitan Washington Council of Governments (MWCOCG).

The MSW has been working to develop a strategic approach to promote the value of the watershed, with a long-term goal of raising awareness of—and encouraging positive resident interactions in—the watershed and changing resident behavior, specifically, to have more residents engage in activities that: (1) reduce nutrient releases into waterways, (2) prevent litter, (3) build their appreciation for the watershed as an economic engine for the area and (4) build their awareness of the Anacostia as an opportunity to recreate and reflect (and the value of that). Some of the accomplishments of the MSW to date include:

- Performing a yearly survey to (1) gauge the knowledge and attitude of the community and (2) measure the extent of the messaging reach;
- Establishing three social media accounts: (1) @enjoyanacostia on Facebook, (2) @EnjoyAnacostia on Twitter, and (3) @EnjoyTheAnacostia on Instagram;
- Posting weekly to these accounts to grow our following and spread awareness; and
- Creating and updating a user-friendly website with educational content and an event calendar promoting activities going on in the watershed ([www.enjoytheanacostia.org](http://www.enjoytheanacostia.org)).

This scope of work builds on the 2022 Communication, Outreach and Messaging (COM) plan to provide a more enduring, measurable strategic approach.

### IV. SCOPE OF WORK

#### A. TASK ONE: Fall Survey Follow-up and COM Plan Update

The Offeror will be tasked to perform a follow up to the yearly digital survey, tally the results to measure the current state of awareness and behaviors with respect to the goals of the

MSW, and report findings to the Partnership. Last year, the survey received 1,672 responses. The MSW expects to reach at least this many in the Fall of 2022. A larger number of completed surveys increases the confidence level and decreases the margin of error. The envisioned steps for this task include:

1. Review the 2021 online survey questions (see separate attachment Appendix 1 Item 1).
2. Determine whether it is appropriate to repeat the questions from 2021 survey, add or update questions.
3. Present the questions for the MSW to review and approve.
4. Select the appropriate online survey tool to launch the survey.
5. Load questions into the survey tool for review, approval and testing.
6. Provide content for the jurisdictions and COG to promote the survey to their website and share at least 3X weekly on their social platforms (see separate attachment Appendix 1 Item 2).
7. Draft a brief news release for the survey launch (see separate attachment Appendix 1 Item 3).
8. Incentivize survey responses with 3 -\$100 gift cards to be selected at random
9. Provide weekly survey participant updates.
10. Tally results to measure the current state of awareness and behaviors with respect to the goals.
11. Develop a PDF and PPT summary findings report to share with the MSW and Partnership, highlighting recommendations for a FY'23 campaign effort (see separate attachment Appendix 1 Item 4).
12. Update the Communication, Outreach and Messaging Plan with survey results and recommendations (see separate attachment Appendix 1 Item 5).

#### B. TASK TWO: MSW Meeting Coordination & Project Management

The Offeror will be tasked to meet with COG staff and partners as needed to plan meetings, to check in monthly on progress and to track efforts. It's estimated at approximately 2 hours per month for 11 months, beginning in August. The envisioned tasks include:

1. Attend monthly MSW meetings (1-hour long virtual meetings).
2. Present survey findings at Partnership meetings (2-3 virtual or hybrid meetings).
3. Bi-monthly (every other month) virtual check-in and planning meetings with COG staff.

**C. TASK THREE: Manage Social Media tasks**

The Offeror will be tasked with supervising the following tasks currently performed by an intern. The tasks include:

Weekly check-ins to supervise the progress of the internship. The intern is expected to:

- a) Post to Instagram at least 3 times a week.
- b) Increase followers.
- c) Join monthly MSW meetings.
- d) Host a one-hour workshop in August on how COG staff and MSW members can continue to boost and engage Instagram followers after the internship ends.

**D. TASK FOUR: Creative Resource Materials**

The Offeror will be tasked to work with MSW and COG staff to develop creative resource materials to further promote the Anacostia watershed. Examples of previous projects have included icons, website content, audio advertisements, educational videos, and info graphics. See separate attachment Appendix 2: Creative Resource Materials for examples. The envisioned tasks for FY'23 include:

- 1. Develop a template and material for a one page, bi-monthly E-newsletter (six in total for FY'23).
- 2. Design an Enjoy the Anacostia QR sticker that directs users to the Enjoy the Anacostia website.
- 3. Create promotional content for a Fisherman's Shad Reporting Program. This program would encourage fisherman to document shad catches for the chance of winning a prize.

**Proposed FY'23 Calendar by Quarters**

	Q1	Q2	Q3	Q4
<b>Task 1</b>	X	X	--	--
<b>Task 2</b>	X	X	X	X
<b>Task 3</b>	X	--	--	--
<b>Task 4</b>	--	X	X	X

**V. SPECIAL CONDITIONS**

The following conditions apply to the Offeror selected:

- A. Federal, state or foreign taxes are not allowable.
- B. Legal fees of any type are not allowable without prior written approval of COG Contracting Officer.

- C. In the event the project is terminated by administrative action, the Contractor will be paid for work performed to the date of termination.
- D. Any work to be subcontracted to a Subcontractor shall be clearly identified and such Subcontractor shall be approved by COG prior to contract issuance.
- E. The Offeror, 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.
- F. In case of failure by the Offeror 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 Contractor and/or Subcontractor responsible for any and all additional costs occasioned thereby.
- G. The Offeror 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 Offeror further covenants that in the performance of this contract, no person having any such interest shall be employed.
- H. 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 Contractor.
- I. Payment will be made to the Contractor within 30 days following the receipt of a correct invoice from the contractor and approval of the COG Project Manager. Contractor shall submit its final invoice within 30 days after expiration of the contract.
- J. In submitting a proposal in response to this RFP, and in performing services under any contract resulting from this RFP, the successful Offeror shall be bound by, and comply with, all the terms, conditions, and requirements contained within Attachments A and B.
- K. All soft copy and digital materials that obtains from jurisdictions and agencies to complete the scope of work must be transferred to COG in native machine-readable file formats (e.g., Excel data must be delivered in unprotected, open, read-write Excel files).
- L. All digital submittals, including data products, from all on-call task orders shall be the property of the COG.
- M. Deliverables should be in common electronic formats and files and are not considered final and complete until the COG Project Manager has confirmed in writing that they have been accepted.

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

- A. The Contract will be issued as a single award fixed price task order contract.
- B. COG may award a contract based on initial offers received without discussion. Therefore, each initial offer should contain the Offeror's best terms from a price and technical standpoint.
- C. COG may communicate with Offerors to clarify, verify or obtain additional information about their past performance or experience.

**VII. PERIOD OF PERFORMANCE AND TYPE OF CONTRACT**

- A. The period of performance shall be one year from the date of a fully executed contract. The contract may be extended by mutual agreement by exercising an optional year, one year at a time, for up to no more than four (4) optional years beyond the base year.
- B. COG will provide a mutually agreed contract amendment for each option year exercised.
- C. Undertake additional duties as required

The Contractor shall perform other tasks as specified by COG on a task order basis. When COG determines it needs a service or service described under this section, COG will issue a Task Order that details the work to be done based on a mutually agreed upon budget, scope, and period of performance.

There is no guarantee that the Contractor will be asked to perform any work under this section. This section is for awareness and shall not be included in the Offeror's budget.

**VIII. PROPOSAL FORMAT AND CONTENT**

- A. Format
  - 1. 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.
  - 2. Offerors not following the prescribed format may be deemed non-responsive. The letter transmitting the proposal must be signed by an officer authorized to bind the Offeror.
  - 3. Offerors shall review and complete all attachments included in this RFP. These include:
    - a. Attachment A: Standard Terms and Conditions – acknowledge on Proposal Form and attach any exceptions with the pricing submission.
    - b. Attachment B: Certification Regarding Debarment, Suspension, and Other Responsibility Matters



- c. Attachment C: Contract References
- d. Attachment D: DBE Plan Form

B. Proposal Document Organization

1. The written proposal shall be organized to match the headings delineated below:
  - a. Letter of Interest
  - b. Table of Contents
  - c. Executive Summary
  - d. Technical Proposal
    - i. Qualifications of the Firm and Key Personnel
    - ii. Past Performance
    - iii. Project Management Plan
    - iv. References
  - e. Cost Proposal (Separate File)
    - i. Proposed Labor Rates for the Offeror and any proposed Subcontractor(s)

C. Technical Proposal Content (Separate Electronic File)

1. Section 1. Project Management Plan (up to 10 pages)
  - a. In this section of the proposal, Offerors must provide a detailed description of their approach for successfully managing and delivering individual task orders anticipated under this contract. This shall include:
2. Section 2. Qualifications of the firm and key personnel (up to 10 pages, excluding resumes)
  - a. This section shall provide the professional credentials and expertise of the Offeror and key personnel assigned to this project. This shall include a demonstration of the Offeror's understanding of the required scope of services and a demonstration of the Offeror's and its proposed personnel's capability to perform the required services described in the scope of work.
  - b. Resumes, no more than two pages each, of key personnel.

3. Section 3. Past Performance (up to 5 pages)
  - a. For five different project examples, provide a one-page description (five pages total) that describes the projects the Offeror has successfully completed and demonstrate how professional planning services similar to those identified in the scope of work were successfully delivered. Projects included in this section ideally should have been completed within the past three calendar years within the National Capital Region.
  - b. Offerors shall explain why each project was included in this section and how it is applicable to the requirements of this RFP.
4. Section 4. References of the Offeror and any proposed Subcontractor(s) (no more than 1 page of narrative excluding completed Attachment D Form).(up to 10 pages)
  - a. The Offeror and proposed Subcontractor(s) shall provide at least three (3) references who COG may contact regarding similar work performed.
  - b. Offerors may provide letters of reference from previous relevant clients. Names, titles, addresses and telephone numbers shall be included for each reference.
  - c. All three of these references shall include work in which the key personnel proposed to COG have been assigned.

D. Cost Proposal and DBE plan (Separate Electronic File)

Section 1. Proposed Labor Rates for the Offeror and any Subcontractor(s).

- a. The purpose of this section is to provide a basis for comparison among the Offerors' pricing approach that may be anticipated under a future task order awarded under this master contract.
  - b. Offerors shall propose a rate schedule to be used for this contract. The rate schedule should identify, at a minimum, proposed rates of the labor categories identified in Section 1 as well as rates for support specialists such as administrative support.
  - c. The Offeror may include additional labor categories deemed appropriate to complete the contractor team. It is intended that these categories would be used as the basis of cost proposals submitted in response to task order RFPs under this master contract.
  - d. The rate schedule shall contain proposed base year labor rates for the first year of the contract as well as rates for option years two and three.
- If escalation in the labor rates is proposed after the original contract period, the Offeror shall provide an explanation and rationale for the proposed escalation at least 60 days in advance of the end of that contract year. This rate schedule will be subject to review and approval.

- e. Labor rates should be fully burdened, inclusive of direct salary and overhead.
  - f. Direct costs, including travel, meals, incidentals, and other non-labor costs will be negotiated by task order.
  - g. This section does not constitute a cost proposal for any individual task orders that may be issued under this contract. Individual task order RFPs will require separate cost proposals to be submitted.
  - h. The proof of insurance (Acord Form) must be submitted with this section. To be considered responsive the Proposer must meet the insurance requirements at the time of submission.
- E. The electronic submissions should be done in the following way:

File A - Technical Proposal  
File B - Proposal Response Form, Exceptions, Price Proposal and DBE Plan  
File C - Resumes

This allows separate evaluation of pricing and keeps file sizes within needed parameters.

## IX. QUESTIONS, EXCEPTIONS, AND SUBMISSION INSTRUCTIONS

### A. Questions

1. All questions concerning the RFP must be submitted in writing to the Contracts and Purchasing Office at [purchasing@mwkog.org](mailto:purchasing@mwkog.org) with a cc to [gcrichlow@mwkog.org](mailto:gcrichlow@mwkog.org) at least five (5) business days prior to the final RFP deadline.
2. All questions will be answered and posted on COG's website as an addendum to this RFP within three (3) business days before the submission deadline.
3. No questions will be accepted following the cut-off date – see IX.A.1. above.

### B. Exceptions

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

### C. Proprietary Information

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

### D. Submission Instructions

1. Proposals as designated below.

2. If the proposer has not already been registered in the Mid-Atlantic Purchasing Team (MAPT) Vendor Registration System (VRS), then they must start with that process. The link is <https://mwcog.net>.
3. Please use the RFP number (RFP 22-016), your firm's name, and File reference in the file name of your electronic submissions.
4. Offerors shall submit one (1) electronic copy of each File (A-C) 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)
- 2) Submission – Once registered in the VRS system go to the website at <https://mwcog.net> and click on the 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 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 the 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.

To return to the COG solicitation page, after registering or updating your company details, click SOLICITATION LISTINGS button on the VRS home page followed by clicking on the VIEW SOLICITATIONS button for COG on the PENDING SOLICITATIONS page.

**Please do not wait until the last moment to register. The lockbox cannot be accessed after the closing date/time.**

**DO NOT email submissions directly to COG they will be disqualified.**

#### X. METHOD OF PROPOSAL EVALUATION AND SELECTION

The proposals will be evaluated by a technical selection committee. The selection committee may hold, at COG's option, a pre-selection meeting with the top-ranked Offerors.

The final recommendation for selection to the COG Contracting Officer may be made based upon interviews and/or a best and final offer submitted by the Offerors, if required by the selection committee.

In evaluating the proposals, the following factors will be considered, with points awarded up to the maximum shown on the next page.

Factor	Points
Understanding and methodology used for the project	40
Demonstrated knowledge and experience of Key Personnel and availability of Key Personnel	35
DBE	15
Cost and Price Analysis	10
<b>Total Points</b>	<b>100</b>

#### XI. DISADVANTAGED BUSINESS ENTERPRISE

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

project. The plan shall include the name and address of the participating firm, a copy of the firm's current DBE Certification from any federal, state, or local government agency that certifies DBE ownership (please note only DBE certifications will be accepted by COG for this purpose).

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

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

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

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

**XII. COOPERATIVE RIDER CLAUSE**

- A. COG, as an agent to member agencies, extends the right to utilize all of 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.

**XIII. PROPOSAL RESPONSE FORM**

RFP 20-016 Response Form (Page 1 of 2)

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

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

**Pricing Breakdown Year One**

ITEM	COST
TASK ONE: Fall Survey Follow-up and COM Plan Update	
TASK TWO: MSW Meeting Coordination & Project Management	
TASK THREE: Manage Social Media Intern	
TASK FOUR: Creative Resource Materials	
TOTAL	

Pricing for succeeding years will be based on getting quotations based on Task Orders. All work is based on available funding for each succeeding year.

**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 all other exceptions)</i>		
Attachment B – Certification Regarding Debarment	___	___
Attachment C – References	___	___
Accept Electronic Payment (See Terms and Conditions)		
P-Card	___	___
ACH	___	___
Insurance Acord Form – Proof of Insurance provided by the insurer as per the Terms and Conditions	___	___
Exceptions -	___	___

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



**RFP 20-016 Response Form (Page 2 of 2)**

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.*

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.]

**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 at the time of the submission and at all times thereafter and 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

A. Nondiscrimination

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of federal law, the SUBRECIPIENT agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the SUBRECIPIENT agrees to comply with applicable federal implementing regulations. The clauses of Appendix A and E of the U.S. DOT Standard Title VI Assurances (USDOT 1050.2A) are incorporated herein by reference.

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

1. Race, Color, Creed, National Origin, Sex

In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, the SUBRECIPIENT agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq. (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect activities undertaken in the



course of this PROJECT. The SUBRECIPIENT agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the SUBRECIPIENT agrees to comply with apprenticeship. In addition, the SUBRECIPIENT agrees to comply with any implementing requirements the funding federal agency may issue.

2. Age

In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and other applicable law, the SUBRECIPIENT agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the SUBRECIPIENT agrees to comply with any implementing requirements the funding federal agency may issue.

3. Disabilities

In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the SUBRECIPIENT agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the SUBRECIPIENT agrees to comply with any implementing requirements the funding federal agency may issue.

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

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 OFFEROR 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

---

Typed Name & Title of Authorized Representative

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Signature of Authorized Representative

Date

**ATTACHMENT C OFFEROR REFERENCES**

**CONTRACT REFERENCES**

**OFFEROR:** \_\_\_\_\_

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

Reference Number 1

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

Reference Number 2

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

Reference Number 3

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

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

Reference Number 4

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

Reference Number 5

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

METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS  
RFP 22-016 ANACOSTIA WATERSHED MESSAGING & STRATEGIC PLANNING  
COMMUNICATIONS CONSULTING

**ATTACHMENT D DBE FORM**

**DBE FORM  
SAMPLE**

<b>DBE Plan Submission</b>		
<p>A. Disadvantaged Business Enterprise ("DBE") participation should be an integral component of the consultant selection process for this solicitation. COG's DBE Policy may be viewed on its website <a href="https://www.mwcog.org/purchasing-and-bids/dbe-policy/">https://www.mwcog.org/purchasing-and-bids/dbe-policy/</a>.</p> <p>B. Responding firms shall submit with their proposals a DBE Participation Plan to meet this goal. The plan shall identify any DBE that shall be participating in the project.</p> <p>C. The plan shall include the name and address of each firm, a copy of the firm's current DBE Certification (as of the date of submission) from any federal, state, or local government agency that certifies the DBE firm. Failure to provide the proof of DBE certification for prime or subcontracting firms will result in disqualification of DBE points.</p> <p>D. Only current DBE certifications will be accepted by COG for this purpose. Pending certifications are not eligible for points in this solicitation.</p> <p>E. No certifications except DBE are eligible for points. Do not submit MBE, SMB, SWaM or other certification types. They will be rejected and no points will be awarded. No exceptions.</p>		
<b>PROPOSER</b>	Name: _____	
<b>Total Proposed Budget</b>	Value: \$ _____	
<b>DBE Plan</b>	Yes _____ No _____	
<b>Check if Prime Contractor is a DBE _____ . Certification Form Must Be Attached to this form.</b>	Certification # _____	Expiration Date: _____
<b>DBE Certification</b>	State: _____	Certification Type: DBE (must be DBE)
	Certifying Agency: _____	
<b>DBE SUBCONTRACTOR 1</b>	Name: _____	
<b>Street Address</b>	_____	<b>Tax ID #:</b> _____
<b>City, State, Zip</b>	_____	<b>Website:</b> _____
<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 FORM**

**RIDER FORM**

**SAMPLE**

**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

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### 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.*

**Sample only – Do Not Fill Out**

<b><u>Questions</u></b> –	<b><u>YES</u></b>	<b><u>NO</u></b>
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 \_\_\_\_\_

**Metropolitan Washington  
Council of Governments**

Name \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_