



Metropolitan Washington
Council of Governments

REQUEST FOR PROPOSAL (RFP) NO. 23-001

**PHYSICAL HEALTH & WELLNESS
PROGRAM SERVICES**

Proposers shall submit an electronic copy of their proposal to the COG LOCKBOX system, as per the submission instructions in Section XI of this RFP.

Submission Due Date: **August 31, 2022, 2:00 PM EDT**

Questions regarding the RFP shall be submitted as directed in Section VII.

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I. SUMMARY

Services requested	Physical health & wellness program services
Contract type	Indefinite Duration, Indefinite Quantity
Number of contracts	Multiple
Duration of contract	One (1) year with three (3) options to renew for one (1) additional year each
Payment method	Net 30
Planned duration of RFP advertisement	Approximately 4 weeks
Start of advertisement period for RFP	August 4, 2022
Deadline for questions about RFP	10 business days before deadline
Deadline for COG responses to questions	5 business days before deadline
Deadline for proposals	August 31, 2022

II. INTRODUCTION

- A. The Metropolitan Washington Council of Governments (“COG”) is the regional organization of 24 of the Washington metropolitan area's 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, including coordinating public safety programs for the region. COG is supported by financial contributions from its participating local governments, federal and state government grants and contracts, and through donations from foundations and the private sector. More information on COG may be found at www.mwcog.org.

III. DEFINITIONS

- A. Throughout this RFP, the following definitions shall hold:
1. *Contracting Officer*. The Executive Director of the Metropolitan Washington Council of Governments or their designee.
 2. *Contractor*. An individual or organization awarded a prime contract based on this solicitation.
 3. *Electronic Payment*. 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.
 4. *Proposer*. The party of interest submitting a proposal in response to this RFP.
 5. *Subcontractor*. An individual or business firm contracted to perform part or all of a Contractor's contract.
 6. *Technical Selection Committee*. The Committee established to review proposals received in response to this solicitation and which recommends selection of contractors to the COG Contracting Officer.

IV. SPECIFICATIONS AND STATEMENT OF WORK

- A. COG is seeking one or more qualified Contractor(s) to provide a comprehensive health and wellness program for first responders within COG's region to include, at a minimum, physical health, nutrition, sleep management, injury prevention, stress management, and cancer prevention components ("Health and Wellness Program Services"). The Contractor(s) will provide Health and Wellness Program Services, in a variety of mediums, aimed to sustain and improve first responder health.
- B. The successful Proposer shall meet the following minimum required qualifications:
1. Proposer's services and trainers should meet National Fire Protection Agency (NFPA) 1583 standards.
 2. Proposer must have three (3) years of experience providing mental health seminars, physical health workshops, and injury prevention screenings.
 3. Proposer must demonstrate knowledge of NCR stakeholders and their roles and responsibilities.
- C. The awarded Contractors shall develop and implement the following minimum components to produce a comprehensive health and wellness program for Participating Agencies:
1. Physical health workshops: at least quarterly workshops to teach first responders about physical training.
 2. Certifications and/or certification workshops for Emergency Medical Technician (EMT)/Emergency Medical Service (EMS) or Paramedic Continuing Education.
 3. Preventative injury screening: type of screening designed to identify potential injuries of first responder.
 4. Body composition analysis: screenings to provide first responders awareness of fat to fat-free body mass, and to help customize physical training and nutrition components for the individual.
 5. Long-term departmental health profiling and analysis: overview analysis of health and nutrition trends of the public safety staff.
 6. Mobile application: for individual training with 24/7 availability, with a maximum 36-hour response turn-around time; conduit for first responders to ask questions regarding any of the health and wellness services.
 7. On-site, certified human performance trainer: in coordination with the public safety entity, the on-site trainer will provide catered program services to the first responders for program sustainment.
- D. In addition to the minimum program components listed above, Participating Agencies may also choose to have Contractors customize their individual health and wellness programs with the following elective program components:

1. Gait analysis
 2. Evaluation for podiatrist screening
 3. Sleep management education sessions
 4. Nutrition education sessions
 5. Mental performance education sessions
 6. Stress management education sessions
 7. Cancer prevention education sessions
- E. Each program component is listed separately on the Proposal Form (Section XI), and Proposers may provide pricing for one or more program components for which they meet the qualifications.
- F. Each program component shall be performed by a subject matter expert (SME) with appropriate credentials specific to the component, under the recommendations of the SME, and with the concurrence of the Participating Agency.
- G. Each component shall include all necessary equipment and materials required to complete the component. The equipment shall be accessible for use by first responders and the equipment may be purchased by the Participating Agencies upon request.
- H. Unless otherwise notated, the components are assumed to be performed onsite, at the particular Participating Agency's choice of location and time and must be flexible to the first responder environment and adaptability. It is assumed that the components will be performed during regular business hours, but specifically scheduled directly with the Participating Agency.

V. PERIOD OF PERFORMANCE

- A. The Period of Performance for this work shall be one (1) year from the execution of the awarded contract, with the option to renew for up to three (3) additional one (1) year periods by mutual agreement.

VI. PRICES/BILLING

- A. Unless stated otherwise below, all prices offered by Proposers shall be firm against any increase for the duration of the initial contract period.
- B. Delivery charges, fees, insurance, expenses, and/or overhead shall be included in the total price. Legal fees, of any type, are not allowable without prior written approval of COG.
- C. Contractor shall set up its billing system to ensure that invoices do not include sales tax. COG, and any Participating Agencies, will provide certificates of exemption for sales tax upon request.
- D. For all transactions, the successful Proposer shall have a valid W-9 form on file with the Participating Agency.

VII. QUESTIONS CONCERNING THIS RFP

- A. All questions concerning this RFP must be submitted in writing, via email to purchasing@mwkog.org with a courtesy copy to cpipinou@mwkog.org, no later than 2:00pm Eastern Time, 10 business days before due date of the proposals.
- B. Answers shall be provided no later than 5 business days before the due date of the proposals.

VIII. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

- 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.mwkog.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, including the proposer. DBE is a specific type of certification and **no** other types of certification will be accepted.

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). *Failure to provide DBE certification proof with the submission will result in no points being awarded for DBE. No exceptions.*

- 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 proposers 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:

PARTICIPATION POINTS

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

- E. Failure to have DBE participation does NOT disqualify a firm from being awarded a contract.

IX. EVALUATION AND SCORING CRITERIA

- A. The proposals will be evaluated by a Technical Selection Committee made up of subject matter experts.
- B. In evaluating the proposals, the following factors will be considered, with points awarded up to the maximum shown:

Scoring Factor Chart	
Factor	%
<i>File A: Technical Proposal</i>	
Overall Method and Technical Approach: Evaluation of Proposer’s proposed technical approach to provide a comprehensive health and wellness program inclusive of mental and physical health performance, nutrition, stress management, injury and disease prevention, sleep management, and other services as necessary. Program must be NFPA 1583 compliant and demonstrate in-depth knowledge of National-Capital Region stakeholders and their roles and responsibilities as first responders.	30
Qualification and Certifications of Trainers: Evaluation of qualifications and certifications of Proposer’s proposed trainers. All proposed trainers should meet NFPA 1583 standards, ATC (NATA) certified, Certified Athletic Trainers, and be subject matter experts in the field of instruction. Subject matter expertise can include prior first responder experience, military, profession or amateur athletics, or other applicable experience.	15
Availability of Key Personnel: Evaluation of the availability of Proposer’s proposed key personnel to provide adequate training coverage for the entire COG region and/or participating agencies. Key Personnel must be available for onsite training to ensure program sustainment and continuity.	15
Mobile Application: Valuation of Proposer’s proposed mobile application for individualized training 24/7, with at least a 36-hour turnaround time on responses, to include customer service.	10

<i>File B: DBE, Pricing Proposal, and Forms</i>	
References: Satisfactory review of Proposer's References	10
DBE Participation	15
Cost Proposal	15
TOTAL	100

X. PROPOSAL FORMAT AND CONTENT

A. Format

1. All potential Contractors must submit their proposals following the prescribed method described in Section XI.
2. Adherence to the proposal format by all Proposers will ensure a fair evaluation regarding the needs of COG. Proposers not following the prescribed format may be deemed non-responsive. The letter transmitting the proposal and the Proposal Form (Section XII) must be signed by an officer authorized to bind the Proposer.
3. Proposers shall review and complete or acknowledge all attachments included in this RFP. These include:
 - a. Attachment A: Standard Terms and Conditions – acknowledge acceptance on the Proposal Form and attach any exceptions attached to the Proposal Form (Section XII).
 - b. Attachment B: Certification Regarding Debarment, Suspension, and Other Responsibility Matters fill out form and acknowledge in Section XII.
 - c. Attachment C: Contractor References – fill out and provide as required below
 - d. Attachment D: DBE Plan Form – a fillable PDF version of Attachment D can be downloaded at <https://www.mwcog.org/documents/2022/05/27/dbe-plan-goals-submission-form/>.
 - e. Attachment E: Rider Clause and Rider Form – The rider clause approval form is a sample for review only.

B. Proposal Document Organization

1. Respondents shall submit as part of their proposal a Letter of Interest to COG Contracts and Purchasing signed by an authorized principal or agent of the Proposer, which provides an overview of the proposal, as well as, the name,

title, email address, and phone number of the person to whom questions may be directed to concerning the proposal.

2. The technical proposal shall be organized to match the headings delineated below Items a - g and in a single electronic file.
 - a. Letter of Interest
 - b. Table of Contents
 - c. Summary of Overall Method
 - d. Technical Approach
 - e. Qualifications of Proposer and Trainers
 - f. Availability of Key Personnel
 - g. Mobile Application
3. The pricing proposal shall be organized as below and uploaded in a single electronic file:
 - a. Proposal Response Form - filled out completely and signed
 - b. Cost proposal – Proposed Labor Rates for the Proposer and any Subcontractor(s).
 - c. All files described in the Proposal Checklist section in the same order as they are on the checklist.
 - d. DBE Plan.

XI. PROPOSAL SUBMISSION INSTRUCTIONS

- A. All Proposals must be completed by responsible company officials and submitted to the COG LOCKBOX on or before the due date and time.
- B. Proposals will not be accepted if submitted through hard copy, mail, courier, fax, email, or any other electronic method except as described below. Proposals submitted through any method other than the COG LOCKBOX system will be rejected.
- C. Bidders shall submit one electronic copy to the COG LOCKBOX system in the following fashion:
 1. *Registration.* To utilize the LOCKBOX service, bidder must be registered on the Mid-Atlantic Purchasing Team Vendor Registration System (“VRS”) portal at

<https://mwcog.net>. If bidder is not registered, please do this before accessing the LOCKBOX.

2. To register:
 - a. Go to the portal at <https://mwcog.net> and click the Vendors listing the left menu on the page.
 - b. Click Register and fill out the form. NOTE: Bidder will need its company information including its TIN/EIN number if bidder is a company or bidder's SSN if bidder is a sole proprietor.
 - c. Registering will give bidder access to the LOCKBOX solicitations.
- D. *Submission.* Once registered in the VRS system go to the website at <https://mwcog.net> and click on Solicitation Listings tab.
 1. Select "Metropolitan Washington Council of Governments" from the list.
 2. Those solicitations utilizing the VRS Lockbox service will be highlighted with a LOCKBOX button.
 3. Click on the LOCKBOX button.
 4. If Proposer is interested in submitting a response to this solicitation, click on the REQUEST button. After providing the VRS vendor ID and VIN, bidder will receive a one-time use bid id and password by email which will then give them access to the solicitation documents.
 5. Proposer's credentials may be used for the following:
 - a. To upload bidder's formal proposal response and any additional attachments to the lockbox (before the closing time for the solicitation).
 - b. Please limit size of individual files to 10 MB.
 - c. To withdraw bidder's formal response should bidder desire to cancel its submission or to replace an already uploaded copy with a modified version.
 - d. To verify that the document in the lockbox is the one proposer uploaded.
 6. If no vendor ID is provided, proposer will be directed to the registration page.
 7. If proposer wants to ensure that their company details are correct prior to uploading the proposal, then logon to VRS using bidder's VRS vendor ID and VIN then jump to the vendor summary page in VRS to make any changes desired.
 8. To return to the COG solicitation page, after registering or updating bidder's company details, click SOLICITATION LISTINGS button on the VRS home page followed by clicking on the VIEW SOLICITATIONS button for COG on the PENDING SOLICITATIONS page.

9. Please do not wait until the last moment to register. If problems occur during registration or submission, please contact COG's provider at customerservice@eepex.com with a copy to purchasing@mwkog.org.
- E. All questions regarding discrepancies, omissions, specifications, instructions, or the required forms may be directed via email no later than ten (10) working days in advance of the deadline to purchasing@mwkog.org.

COG will post any addendum necessary to address questions no later than five (5) workdays before the due date of proposals.
- F. It is the responsibility of the Proposer to check if any addenda have been issued. Addenda will be posted at <https://www.mwkog.org/purchasing-and-bids/cog-bids-and-rfps/>.
- G. Proposal responses should indicate that proposers have reviewed the latest addenda on the Proposal Form via the Proposal Form Checklist.
- H. Proposers must acknowledge their understanding of all terms listed in this RFP by signing the Proposal Form as part of their submission.
- I. Any variation to the solicitation specifications should be noted by the vendor/contractor as an exception with an explanation attached to the Proposal Form.
 1. Exceptions taken do not obligate COG to change the specifications.
 2. In some cases, exceptions may result in the Proposer to be disqualified or result in a lower score in the evaluation process.
 3. Failure to report exceptions with the submission may result in disqualification.

(Remainder of page intentionally left blank. Proposal form begins on following page.)

XII. PROPOSAL FORM

TO: Metropolitan Washington Council of Governments

Date _____

Pricing Form

SECTION I				
Item #	Program Component	Estimated Frequency (per Year)	Firm-Fixed Price	
1	Physical health workshops	QUARTERLY		
2	Certifications/certification workshops	EACH		
3	Preventative injury screenings	EACH		
4	Body composition analysis	EACH		
5	Long-term departmental health profiling and analyses	CONTINUOUS		
6	Mobile application	N/A		
7	Gait analysis	EACH		
8	Evaluation for podiatrist screening	EACH		
9	Sleep management education sessions	EACH		
10	Nutrition education sessions	EACH		
11	Stress management education sessions	EACH		
12	Cancer prevention workshops	EACH		
SECTION II				
Item #	Program Component	Hourly Labor Rate	Number of Hours (per Year)	Firm-Fixed Price
15	Onsite, Certified Human Performance Trainer			
<i>*Any additional proposed costs must be outlined separately, as an attachment to this document</i>				

Required Document Checklist

Items	Acknowledgment/Attached	
Attachment A: COG Standard Terms and Conditions (acknowledged)	YES _____	NO _____
Attachment B: Past Performance and References	YES _____	NO _____
Attachment C: Non-Collusion Affidavit (completed form)	YES _____	NO _____
Attachment D: DBE Plan Goals Submission (completed form)	YES _____	NO _____
*Exceptions Taken (Attach to pricing section)	YES _____	NO _____

If any exceptions are taken, including the Terms and Conditions, please attach them on separate sheet(s) at the end of the proposal submission. **It is imperative that exceptions be indicated with the submission in order to evaluate the responsiveness of the proposal.*

Addendums (if applicable)

Acknowledgement

Addendum #1	YES_____	NO_____
Addendum #2	YES_____	NO_____
Addendum #3	YES_____	NO_____
Others _____	YES_____	NO_____

Payment

Can accept electronic payments via purchasing card	YES_____	NO_____
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Signature Section

I have read, understood, and agreed to the terms and conditions of all contents of this RFP. The undersigned agrees to furnish the commodity or service stipulated in this RFP as stated above.

SIGNATURE: _____

NAME: _____

TITLE: _____

COMPANY: _____

ADDRESS: _____

TELEPHONE: _____

EMAIL: _____

ATTACHMENT A: COG STANDARD TERMS AND CONDITIONS

NOTE: COG will not negotiate Terms and Conditions at the time of contract award. Exceptions to the Terms and Conditions MUST be made as part of the Proposal. 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.

I. Amendment

This Contract constitutes the entire agreement between the parties and all other communications prior to its execution, whether written or oral, with reference to the subject matter of this Contract are superseded by this Contract. No amendment to this Contract shall be binding unless in writing and signed by the parties.

II. Bankruptcy

Upon filing for any bankruptcy proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor must notify COG immediately. Upon learning of the actions herein identified, COG reserves the right at its sole discretion either to cancel the Contract or to affirm the Contract and hold the Contractor responsible for damages. The exercise of this right is in addition to any other rights COG may have as provided in this agreement or by law.

III. Compliance with Law

The Contractor hereby represents and warrants that:

- A. It has the power and authority to enter into and perform the Contract, that the Contract, when executed and delivered, shall be a valid and binding obligation of Contractor, enforceable in accordance with its terms.
- B. Its performance under the Contract shall be in a good and workmanlike manner and in accordance with all applicable professional standards.
- C. It is qualified to do business in the jurisdictions covered by the Contract and that it will take such action as, from time-to-time hereafter, may be necessary to remain so qualified.
- D. It is not in arrears in the payment of any obligations due and owing to any agency involved in this agreement, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract.
- E. It shall comply with all federal, state and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract.
- F. It shall obtain, at its expense, all licenses, permits, insurance and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

IV. Contingent Fee Prohibition

The Contractor, architect or engineer (as applicable) warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor, architect or engineer, to solicit or secure this Contract, and that it has not paid or agreed to pay any person, partnership, corporation or other entity, other than a bona fide employee or agent, any commission, percentage, brokerage or contingent fee or other consideration contingent on the making of this Contract.

V. Counterparts

This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute one and the same instrument.

VI. Force Majeure

Neither COG and/or its members nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, declaration of emergency, or war where such cause was beyond, respectively, COG's and/or its members or Contractor's reasonable control. COG and/or its members and Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

VII. Governing Law

This Contract shall be governed by and construed in accordance with the laws of the District of Columbia without regard to principles of conflicts of law.

VIII. Indemnification

The Contractor shall protect, hold free and harmless, defend and indemnify COG and its members including their officers, agents and employees from all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments (including attorney's fees) resulting from injury to, or death of, any person or damage to property of any kind, which injury, death or damage arises out of, or is in any way connected with the performance of the work or failure to perform its obligations under this Contract.

This obligation of indemnification shall apply to any acts or omissions, negligent conduct, whether active or passive, including acts or omissions of Contractor's agents or employees; except that it shall not be applicable to injury, death or damage to the property arising from the sole negligence of COG and/or members, their officers, agents and employees.

IX. Independent Contractor

- A. Contractor shall perform the work required by this Contract as an "Independent Contractor." Although COG and/or members reserves the right to determine the delivery schedule for the work to be performed and to evaluate the quality of the completed performance, COG and/or members cannot and will not control the means or manner of the Contractor's performance. The Contractor shall comply promptly with any requests by COG and/or members relating to the emphasis or relative emphasis to be placed on various aspects of the work or to such other matters pertaining to the work under this Contract. Contractor is responsible for determining the appropriate means and manner of performing the work.

- B. Contractor represents and warrants that Contractor is not an employee of COG and/or members, is not currently employed by the Federal Government, and is not an officer, employee or agent of COG and/or members.
- C. Contractor shall be responsible for all federal or state taxes applicable to any compensation or payments paid to Contractor under this Contract. Contractor is not eligible for any federal Social Security, unemployment insurance, or workers' compensation benefits from compensation or payments paid to Contractor under this Contract.
- D. Contractor agrees to immediately provide COG and/or members notice of any claim made against Contractor by any third party. Contractor also agrees not to assign to any third party, without COG's written consent, any obligation of COG to indemnify Contractor for any actions under this Contract.

X. Insurance Requirements

- A. Contractor shall obtain, and at all times keep in effect, Commercial General Liability Insurance in the amounts listed below for its activities and operations. The insurance shall include coverage for personal injury, discrimination and civil rights violation claims. All such insurance shall name COG, individual members, their employees, and agents as ADDITIONAL INSURED. A copy of the certificate of insurance shall be filed with COG and/or members prior to the time any services are rendered. Contractor shall maintain coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate and \$500,000 for property damage. Coverage shall be written on an occurrence form.
- B. Contractor shall obtain, and at all times keep in effect, automobile insurance on all vehicles used in this Contract with COG and/or members to protect Contractor against claims 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 carrying out of this Contract. All such insurance shall name COG and/or individual members, their employees, and agents as ADDITIONAL INSURED.
- C. Contractor shall, upon request, provide COG and/or members with certification of Workers' Compensation Insurance, with employer's liability in the minimum amount required the governing jurisdiction's law in effect for each year of this Contract.
- D. 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.
- E. 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.
- F. When insurance coverage is renewed, Contractor shall provide new certificates of insurance prior to expiration of current policies to all contracting agencies.

XI. Nondiscrimination

- A. A contractor who is the recipient of COG and/or member funds, or who proposes to perform any work or furnish any goods under this Contract shall not discriminate against any worker,

employee or applicant because of religion, race, sex, age, sexual orientation, physical or mental disability, or perceived disability.

- B. Contractor further agrees that this provision will be incorporated in all sub-contracts entered into in connection with this Contract.

XII. Ownership of Documents and Materials

- A. The Contractor agrees that all documents and materials, including but not limited to, reports, drawings, studies, specifications, estimates, maps, photographs, designs, graphics, mechanicals, artwork, and computations prepared by or for the Contractor under the terms of this Contract shall at any time during the performance of the services be made available to COG and/or members upon request and shall become and remain the exclusive property of COG and/or members upon termination or completion of the services. These jurisdictions shall have the right to use the same without restriction or limitation and without compensation to the Contractor other than that provided in this Contract. COG and/or members shall be the owner for the purposes of copyright, patent or trademark registration.
- B. If the Contractor obtains or uses for purposes of this Contract, or subcontracts for, any design, device, material, or process covered by letters of patent for copyright, it shall provide an assignment to COG and/or members of ownership for purposes of copyright, patent or trademark and of all right to possess and to use such design, device, material or process and a legally sufficient agreement with the patentee or owner, and a copy of such agreement shall be filed with COG and/or members.
- C. The Contractor shall indemnify and save harmless COG and/or members from any and all claims for infringement by reason of the use of any such patented design, device, materials, or process, or any trademark or copyright, and shall indemnify, protect and save harmless COG and/or members, their officers, agents, and employees with respect to any claim. Action, costs or infringement, for royalties or user fees, arising out of purchase or use of materials, construction, supplies, equipment or services covered by this Contract.

XIII. Payments

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

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

Contractors will receive payment from the P-Card in the same manner as other credit card purchases. The payments typically are transferred within 48 hours.

Accordingly, contractors must presently have the ability to accept these P-Cards or take whatever steps necessary to implement their ability before the start of the contract term, or contract award.

In some cases, ACH transactions will be acceptable as a form of payment to our vendors. Please keep in mind the turn-around time on ACH transactions can be as long as 30 days.

XIV. Records

- A. Contractor shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other

records pertinent to this Contract in such a manner as to clearly document Contractor's performance hereunder.

- B. Contractor acknowledges and agrees that the COG and/or members and their duly authorized representatives shall have access to such fiscal records and all other books, documents, papers, plans, and writings of the Contractor that are pertinent to this Contract. All such fiscal records, books, documents, papers, plans, and writing shall be retained by Contractor and kept accessible for a minimum of three (3) years, except as required longer by law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Contract, whichever date is later.
- C. All subcontracts shall also comply with these provisions.

XV. Remedies

- A. Corrections of errors, defect and omissions. Contractor agrees to perform the work as may be necessary to correct errors, defects, and omissions in the services required under this Contract, without undue delays and without cost to COG and/or members. The acceptance of the work set forth herein by COG and/or members shall not relieve the Contractor of the responsibility of subsequent corrections of such errors.
- B. Set Off. COG and/or members may deduct from and set-off against any amounts due and payable to the Contractor any back-charges, penalties, or damages sustained by COG and/or members, their agents, employees of recipients of its services, by virtue of any breach of this Contract by the Contractor or by virtue of the failure or refusal of the Contractor to perform the services or any part of the services in a satisfactory manner. Nothing herein shall be construed to relieve the Contractor of liability for additional costs resulting from a failure to satisfactorily perform the services.
- C. Cumulative. All rights and remedies of COG/ members and Contractor shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of the COG and/or members by law.

XVI. Responsibility of Contractor

- A. The Contractor shall perform the services with the standard of care, skill, and diligence normally provided by a Contractor in the performance of services similar the services hereunder.
- B. Notwithstanding any review, approval, acceptance or payment for the services by COG, the Contractor shall be responsible for the professional and technical accuracy of its work, design, drawings, specifications and other materials furnished by the Contractor under this Contract.
- C. If the Contractor fails to perform the services, or any part of the services, in conformance with the standard set forth in subparagraph A above, it shall, if required by COG and/or members, perform at its own expense and without additional cost to COG and/or members, those services necessary for the correction of any deficiencies or damages resulting, in whole or in part, from the Contractor's failure. This obligation is in addition to and not in substitution for any other remedy available to COG and/or members under the "Remedies" paragraph, or otherwise available by law.

XVII. Severability/Waiver

- A. COG and/or members and Contractor agree that, if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- B. The failure of either party to enforce any provision of this Contract shall not constitute a waiver by that party of that or any other provision of this Contract.

XVIII. Subcontracting or Assignment

The benefits and obligations hereunder shall inure to and be binding upon the parties hereto and neither this Contract nor the services to be performed hereunder shall be subcontracted, or assigned or otherwise disposed of, either in whole or in part, except with the prior written consent of COG and/or members. COG and/or members have the right to withhold such consent for any reason COG and/or members deem appropriate.

XIX. Survival

The terms, conditions, representations, and all warranties contained in this Contract shall survive the termination or expiration of this Contract.

XX. Termination

- A. If the Contractor fails to fulfill its obligations under the Contract properly and on time, or otherwise violates any provision of the Contract, COG and/or members may terminate the Contract by written notice to the Contractor.
- B. The notice shall specify the acts or omissions relied upon as cause for termination.
- C. All finished or unfinished work provided by the Contractor shall, at COG's and/or members option, become COG's and/or member's property. COG and/or members shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and COG and/or members can affirmatively collect damages.

XXI. Termination of Contract for Convenience

- A. The performance of work under this Contract may be terminated by COG and/or members, in whole or in part, upon written notice to the Contractor, when COG and/or members determines such termination is in the best interest of COG and/or members. The termination for convenience is effective on the date specified in COG's and/or members written notice.
- B. COG and/or members will pay for all reasonable costs allocable to the Contract for work or costs incurred by the Contractor up to the date of termination. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

XXII. Termination of Multi-Year Contract

- A. If COG and/or members fail to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be cancelled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either COG's and/or members rights or the Contractor's rights under any termination clause in this Contract.
- B. The effect of termination of the Contract hereunder will be to discharge both the Contractor and COG and/or members from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. COG and/or members shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

XXIII. Time is of the essence

Time is of the essence in Contractor's performance of each and every obligation and duty under this Contract.

XXIV. Whole Contract

This Contract constitutes the complete and exclusive statement of the Contract between the parties relevant to the purpose described herein and supersedes all prior agreements or proposals, oral or written, and all other communication between the parties relating to the subject matter of this Contract.

(Revised 5/20/2021)

ATTACHMENT B: PROPOSERS EXPERIENCE/REFERENCES

Name of Proposer _____

The Proposer, for itself and for any Subcontractor must provide a list, as well as references, of similar work completed or in progress for other clients. Preferred references will be from recent work, conducted within the last two to three years. References shall include complete contact information. Names, titles, addresses, and telephone numbers shall be included for each reference. References must include work in which key personnel proposed to COG for this project have served.

A Proposer, which, in the sole judgment of COG, lacks sufficient specific experience, may be deemed non-responsible, and may not be considered for award of subsequent contract(s)

1) Firm Name _____

Contact Name _____

Address _____

Telephone Number _____ Email Address _____

2) Firm Name _____

Contact Name _____

Address _____

Telephone Number _____ Email Address _____

3) Firm Name _____

Contact Name _____

Address _____

Telephone Number _____ Email Address _____

ATTACHMENT C: NON-COLLUSION AFFIDAVIT

DATE _____

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

To Whom It May Concern:

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

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

Bid _____

Name of Bidder _____

Signature

Title of Authorized Representative

ATTACHMENT D: DBE PLAN SUBMISSION

A FILLABLE PDF VERSION OF THIS DOCUMENT CAN BE DOWNLOADED AT
<https://www.mwcog.org/documents/2022/05/27/dbe-plan-goals-submission-form/>

DBE Participation YES ____ NO ____ (Please Check One)

PROPOSER	Name: _____	
Total Proposed Budget	Value: \$ _____	
DBE Plan	Yes ____ No ____	
Check if Prime Contractor is a DBE ____ . Certification Form Must Be Attached to this form.	Certification # _____	Expiration Date: _____
DBE Certification	State: _____	Certification Type: DBE (must be DBE)
	Certifying Agency: _____	
<i>Copy for additional DBE subcontractors</i>		
DBE SUBCONTRACTOR 1	Name: _____	
Street Address		Tax ID #: _____
City, State, Zip		Website: _____
POINT OF CONTACT	Name: _____	Title: _____
	Email: _____	Telephone: _____
Subcontract Value	Cost \$ _____	Percentage of total ____%
DBE Performance Period	Start ___/___/___	End ___/___/___
DBE Certification	State: _____	Certification Type: DBE (must be DBE)
	Certifying Agency: _____	
Certification Form Must Be Attached to this form	Certification # _____	Expiration Date: _____
<i>Copy for additional DBE subcontractors</i>		
DBE SUBCONTRACTOR 2	Name: _____	
Street Address		Tax ID #: _____
City, State, Zip		Website: _____
POINT OF CONTACT	Name: _____	Title: _____
	Email: _____	Telephone: _____
Subcontract Value	Cost \$ _____	Percentage of total ____%

RFP 23-001 PHYSICAL HEALTH & WELLNESS PROGRAM SERVICES

DBE Performance Period	Start ___/___/___	End ___/___/___
DBE Certification	State: _____	Certification Type: DBE (must be DBE)
	Certifying Agency: _____	
Certification Form Must Be Attached to this form	Certification # _____	Expiration Date: _____

Copy for additional DBE subcontractors

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

Copy for additional DBE subcontractors

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

Copy for additional DBE subcontractors

ATTACHMENT E: COOPERATIVE PURCHASING PROGRAM 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 sample form on pages 27-28).
- E. Contractor must provide to COG a semi-annual administrative fee of two percent (2.0%) on all gross sales at the time of the semi-annual report submission due dates listed above.
- F. Significant changes in total contract value may result in further negotiations of contract pricing with the Lead Agency and any Participating Agency.
- G. 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 School

**COG Rider Clause
Approval Form**

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

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

Participating Agency Name _____

Contact Person _____

Phone _____ Email Address _____

Solicitation/Contract Information:

Name Solicitation/Contract _____

Lead Agency/Contract Holder _____

Contact Person _____

Solicitation/Contract Number _____ Other Reference _____

Vendor Information:

Contractor Name _____

Address _____

City/State/Zip _____

Contact Person _____

Phone _____ Email Address _____

See questions on next page.

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

Participating Entity

**Metropolitan Washington
Council of Governments**

Name _____

Name _____

Title _____

Title _____

Signature _____

Signature _____