



Metropolitan Washington
Council of Governments

REQUEST FOR PROPOSAL (RFP) NO. 24-003

AUTOMATED LICENSE PLATE READERS

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

Submission Due Date: **October 4, 2023, 2:00 PM EST**

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I. SUMMARY

Services requested	License Plate Readers within the National Capital Region
Contract type	Fixed-price with economic price adjustment
Number of contracts	Multiple
Duration of contract	Award through December 31, 2025, with options to extend for up to two (2) additional three (3) year periods
Payment method	Net 60
Planned duration of RFP advertisement	6 weeks
Start of advertisement period for RFP	August 24, 2023
Deadline for questions about RFP	15 business days before deadline
Deadline for COG responses to questions	10 business days before deadline
Deadline for proposals	October 4, 2023

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 Request for Proposals (“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. *Key Personnel*. Personnel proposed by the Proposer (see below) to meet the requirements of the RFP for acceptance by COG. Any changes to the proposed personnel following the proposal must be approved by COG.
 5. *National Capital Region (“NCR”)*. As defined in 32 CFR § 70.3, the National Capital Region consists of the District of Columbia, Prince George’s and Montgomery Counties in Maryland, Arlington, Fairfax, Loudoun, and Prince William Counties in Virginia, and all cities and towns included within the outer boundaries of the foregoing counties.

6. *Participating Agency.* A public entity or non-profit organization allowed to participate in the procurement pursuant to the Terms and Conditions of this RFP and any awarded Contracts.
7. *Proposer.* The party of interest submitting a proposal in response to this RFP.
8. *Subcontractor.* An individual or business firm contracted to perform part or all of a Contractor's contract.
9. *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. OVERVIEW OF REQUIRED PRODUCTS AND SERVICES

- A. COG is seeking qualified vendors to provide and install replacements of aging fixed Automated License Plate Reader ("ALPR") installations within the National Capital Region, as well as the possibility of installations at new locations within the NCR, and possibly farther in cooperation with any additional Participating Agencies. This work may include surveying and recommending new locations, at the direction of Participating Agencies.
- B. Additionally, COG is seeking to establish the option to procure an indeterminate number of mobile, trailer-based, covert and transportable, and rapidly deployable ALPRs as needed by COG, its member jurisdictions, or other Participating Agencies.
- C. In all cases, these ALPR systems will maintain the highest level of security, while simultaneously protecting the privacy of all residents, business owners, and visitors to the NCR. Information collected by these systems must meet the requirements of collecting and storing Personal Identifiable Information ("PII") and Criminal Justice Information System ("CJIS") information.
- D. COG intends to award contracts to multiple successful contractors to provide the equipment and services. All services under any contract awarded as a result of this solicitation will be accomplished on a Task Order basis. Actual Task Orders with specifically defined scope of work are not currently available and will only be developed if and when particular work or services are needed. There is no guarantee to any contractor that they will be awarded any Task Order or any particular work or services.

V. TECHNICAL SPECIFICATIONS

- A. COG is requesting the proposer include pricing associated with both new installations and/or refreshing / replacing fixed ALPRS at existing locations, as may be directed in a Task Order (see Section X). Additionally, technical information and pricing shall be provided for each type of LPRs offered for consideration for use in planning system expansion. Please include Software as a Service (SaaS) options. The proposer should make an independent assessment of the suitability of the infrastructure for the installation of fixed ALPR gear.
 1. A certification that the equipment proposed is compliant with the rules/regulations of the National Defense Authorization Act

2. This equipment shall meet the highest standards of durability and reliability in a 24-hour law enforcement environment. The solution must withstand many years of extreme hot/cold cycles typically found in the NCR climate. Further, it is desired that the fixed system(s) have multiple power options. These options will likely be driven by the availability of mains power / electrical power grid, and site-specific conditions that would impact solar or battery solutions.
 3. Reads plates 24/7 in any type of weather at highway and at twice the posted speed limits for local roadway and highway speeds.
 4. The time periods for the retention of LPR information must be variable to comply with retention limits.
 5. Reads license plates from all the different jurisdictions, to include double and triple stacked characters, personalized license plates, and special use license plates.
 6. Ideally, the ALPR would capture plates across multiple lanes of traffic, please explain or diagram the lane coverage.
 7. Captures images of license plates and cross-checks each with hot lists to identify vehicles of interest.
 8. Alarms are broadcast in time or near real time to a command/dispatch center, patrolling vehicles, and/or mobile devices, for immediate reaction. Please explain this workflow, particularly across LPR systems of different manufactures.
 9. The fixed LPRs must support an analysis of make-model-color of the vehicle and if special customizations of a vehicle, such as roof racks, trailer hitches, and bumper stickers can be analyzed. Please explain this workflow.
 10. The fixed LPR must support remote management, please state if an out of band management solution is available.
 11. The proposed solution must include LTE wireless communications capability, it is likely that the telecommunications provider will be FirstNet®.
 12. Information captured by this equipment will be transmitted to its host in near real-time. If connectivity is lost the ALPR system will hold information on site until the connection is restored.
 13. Individual installations may require integration into Participating Agencies' existing identity access management systems, as would be more fully described in individual Task Orders.
- B. Additionally, a proposal for an indeterminate number of mobile, trailer based, transportable, and rapidly deployable LPRs as needed by COG and/or any Participating Agencies. It is anticipated that mobile LPRs will be installed in vehicles equipped with Windows® mobile computers. There is an interest in a mobile solution for vehicles equipped with Samsung DeX® or similar in car computing that involves the use of a docked mobile phone or other web enabled device. A variety of mounting options for mobile ALPRs; trunk mount, magnet mount, bar light mount (including which

make/model of bar lights are supported). Include images of the installation on both sedans and SUVs.

1. Proposed mobile solutions must meet the same requirements as the fixed units as applicable.
 2. Please include a diagram of field of view a diagram of the view of the cameras.
 3. The speeds of vehicles that the mobile ALPR will capture.
 4. Trailer based LPRs must be capable of towing by a variety of police SUVs and sedans and have no requirement for heavy duty vehicles.
 5. Trailer mounted ALPRs; please include options of variable message boards, speed feedback displays, and CCTV trailers or combinations is desired. Please explain if cameras are covertly or overtly mounted. Physical security options for the trailer are requested.
 6. For transportable, Rapid deployable please include installation instructions, sufficient for decision making about deployment by non-technical staff. Battery powered options are requested.
 7. Information on adapting other camera sources; police dash cams, CCTV, or video sources.
- C. Provide for the interoperability of several ALPRs possibility of different manufacture and design and present the summed result as a single interface. Likely, the interface currently in use at the member agency. Using an API or other technology the solution must provide for the ingestion of ALPR information from a variety of sources, or the exportation of ALPR information to other existing ALPR platforms.
- D. Information on the administrative, auditing, and investigative resources that are offered with the ALPR system. These features are of interest.
1. Searches of the system for known license plate numbers and wildcards searching for plate numbers with unknown characters.
 2. Investigative, analytic tools. The system shall provide an ability to search a location, defined either by a physical address or on a map interface, and see all "visits" to that location by an ALPR system. The user shall be able to query multiple locations of interest and compare the locations for the given location(s) presence of common vehicles. The system shall be able to query a known target vehicle and identify potential "associates" based on patterns of close proximity to the known target vehicle.
 3. Searching by description of vehicle
 4. ALPR alarm handling that allows monitoring from web enabled devices, email, or SMS notifications. If integration with a Computer Aided Dispatch (CAD) is offered, please included the names of those CAD systems.
 5. Granular auditing capability to see who has done what in the system and when. Agency Managers should be able to export all audit data in PDF and CSV / Microsoft Excel formats.

6. A dashboard utility that allows users to view system and productivity as measured by hotlist/alert volumes, detections and hit volumes, and accuracy ratios. These measurements should be in the form of bar graphs, pie charts or raw data and allow filters by agency, groups or individual users.
 7. Reporting on performance of individual ALPRs, to included notifications that a device has malfunctioned. Reports with selected metrics to analyze performance and utilization of the systems(s)
 8. Mobile device support for the gathering ALPR information. A use case would be the collection of license plates at incident scenes with a mobile phone.
- E. Personnel performing services under Task Orders may be required to submit to background checks, to be more fully described in individual Task Orders.

VI. WARRANTY INFORMATION

- A. Proposer shall warrant that the services and equipment provided to be of the highest quality, complying with specifications and free from all defects whatsoever in workmanship and materials and as set forth herein. Proposer shall make any replacements and/or adjustments made necessary because of such defects promptly and to the satisfaction of, and without any cost to, COG or its member agencies.
- B. Proposals shall include all warranty costs. A copy of the warranty proposal shall be included with the submission. Effective date of warranty shall be the day the equipment is put in service and accepted by COG or the Participating Agency. Proposer shall describe how warranty claims and work will be handled consistent with contract provisions.
- C. Proposer shall represent and warrant that all Supplies furnished (including replacement supplies furnished under this warranty): (1) are new (unless otherwise specified); (2) are merchantable and of good quality, free from defects in design, material and workmanship; (3) are suitable for their intended purpose; (4) conform with all requirements of the Contract Documents; (5) conform to any samples provided, drawings and specifications; (6) are adequately contained, packaged, marked and labeled; (7) conform with all applicable laws and regulations; and (8) will be delivered free and clear from any security interest, lien, encumbrance or other rights of third parties. Proposer further represents and warrants that: (1) it has the authority to enter into this Contract without breaching any contractual obligation or statutory duty owed to another; (2) it shall perform the Services with promptness, diligence, and in accordance with the highest professional standards in the industry; (3) it shall comply with all requirements of the Contract; and (4) in performing the Services, it shall use adequate numbers of qualified individuals with suitable training, education, experience and skills, and that it shall perform the Services in a manner consistent with the required level of quality and performance. These warranties are in addition to all other express, implied or statutory warranties. Any Supplies or Services not conforming to these standards shall be considered defective.
- D. Contractor shall warrant that all Supplies furnished, and all Services performed by Contractor are guaranteed against defects for a period of one year from the date of final acceptance of the last of the Supplies/Services ("Warranty Period"), or for such longer period as provided elsewhere herein.

- E. If a defect arises during the Warranty Period, COG or member agency shall promptly, following discovery of the defect, notify Contractor and COG. At no charge to COG, Contractor shall repair or replace any defective supplies or correct any defective services within seventy-two (72) hours after notice from COG. If Contractor fails to respond within said 72hour period, COG or a third party retained by COG may repair or replace the defective supplies or correct the defective services. Any such repair, replacement, or correction by COG or such third party shall in no way alter or void Contractor's warranties under this Contract and Contractor shall remain obligated for such throughout the entire Warranty Period. Contractor shall reimburse COG for all costs and expenses incurred by COG within thirty (30) days after receipt of an invoice. Any items repaired, replaced, or corrected during the Warranty Period shall be subject to the terms of this section to the same extent as those delivered initially, except that the Warranty Period will extend until termination of the original Warranty Period or six (6) months from repair, replacement or correction, whichever is later. Contractor acknowledges that, during the Warranty Period (and at all other times), the Supplies may be installed and maintained by COG or third parties on its behalf. Contractor further agrees that proper installation and maintenance based on Contractor's documentation will not void or otherwise alter the warranties hereunder.
- F. Instead of requiring the repair or replacement of the defective supplies or the correction of defective services, COG may decide to retain the defective supplies or services, and COG will reduce the Contract Price by an equitable amount.
- G. Contractor represents and warrants that it will use commercially reasonable efforts to ensure that no viruses or similar items ("viruses") are coded or introduced into any COG software or computer system used by COG. Contractor agrees that, in the event that a virus is found to have been introduced, Contractor will take all reasonable action at its own expense to eliminate the virus and reduce the effects of the virus on COG's operations. Contractor further agrees to cooperate with COG to mitigate and restore any loss of data or operational efficiency. Contractor further represents and warrants that it will not insert any time-bombs, drop-dead or disabling devices, back doors or similar items or invoke any code which could have the effect of disabling or otherwise shutting down any portion of COG's software or computer system.
- H. During the Warranty Period, Contractor shall perform failure analyses to determine the cause and frequency of defects. Contractor shall submit the failure analyses and all related information and materials to COG. Such failure analyses shall be performed and submitted to COG within thirty (30) days from the date Contractor becomes aware of each defect.
- I. If, at any time during the Warranty Period, Contractor's failure analyses reveal that cumulative defects of any kind in identical components or systems within the Supplies exceed the applicable percentage for such component or system shown in the table below, Contractor shall develop, subject to COG's and COG's approval, a "Modification Program" with respect to all such components or systems. Contractor shall submit any Modification Program plan to COG for approval within fourteen (14) days after request from COG. Contractor shall institute any Modification Program within three (3) days of COG's approval of such Modification Program plan. Each Modification Program shall ensure that all pertinent components or systems on a fleet- wide basis are no longer defective or at risk of defect or failure, and are otherwise cured, at no additional cost to COG.

If the Total Number of Components or Systems is:	Then the Applicable Failure Threshold Percentage Triggering a Modification Program is:
30 or Less	20%
31-100	15%
101-250	10%
251-500	7.5%
501 or over	5%

- J. In the event that the repair or correction of any such defects requires the removal of the Supplies or any components thereof and such removal renders any other component or equipment of COG inoperable or unfit for safe and efficient operation in regular service, COG shall so notify Contractor. Contractor shall furnish to COG, within twenty-four (24) hours after such notice, an adequate number of spare components for use by COG to enable the other component or equipment to be operated safely while the correction of the defect is being done. Contractor shall maintain a sufficient quantity of spare components so as to be able to comply with this requirement without delay.
- K. Any warranty periods offered by subcontractors or required by the Contract Documents that are longer than the Warranty Period as described above shall take precedence.
- L. The warranties of Contractor and remedies of COG and COG shall not be deemed to be exclusive and shall survive acceptance and payment. The warranties shall run to COG, its successors, assigns, customers, and users of the Supplies/Services ordered under this Contract.

VII. PERIOD OF PERFORMANCE

- A. The period of performance shall commence upon execution of an awarded contract, and run through December 31, 2025.
- B. COG may, at its discretion and based upon performance and funding, offer to extend or expand the contract up to two (2) times for a period of no more than three (3) years per extension.
- C. COG will notify the Contractor(s) of the intention to exercise the renewal options above least sixty (60) days prior to the end of the current contract.
- D. Contractor shall notify all Participating Agencies of any price increases which shall take effect in the next year at least forty-five (45) days prior to the end of the contract year. Notification shall be in writing and shall identify the items, the new price, and the amount of increase specified as a percentage (%). Price increases shall be limited to no more than three percent (3.00%) without signed amendment executed by both parties approving any such price change.
- E. The award and resultant contract(s) shall be non-exclusive.
- F. The Contracts will include the required administrative fee as set forth at XI.G, below.
- G. No guarantee is made regarding any period of extension under this contract.

VIII. PRICES/BILLING

- A. Unless stated otherwise below, all prices offered by Proposer 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 other using Agencies, will provide certificates of exemption for sales tax upon request.
- D. Payments may be made via Electronic Payment, as defined above. Additional details can be found below at Attachment A, Paragraph XIII.
- E. For all products, title shall transfer upon delivery and acceptance of the products by the Participating Agency, and not before.

IX. SPECIAL CONDITIONS

- A. The following conditions apply to any Contract resulting from this RFP:
 - 1. In the event the project is terminated by administrative action; Contractor will be paid for work performed prior to the termination of the contract.
 - 2. Any work to be subcontracted to a Subcontractor shall be clearly identified and such Subcontractor shall be approved by COG prior to contract issuance.
 - 3. The Contractor, acting as an independent contractor, shall defend and hold COG harmless from and shall be solely responsible, where found liable, for the payment of 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.
 - 4. In case of failure by Contractor and/or any Subcontractor to perform the duties and obligations imposed by the resulting contract, COG may, upon written notice, procure the necessary services from other sources and hold Contractor and/or Subcontractor responsible for all additional costs occasioned thereby.
 - 5. Contractor covenants that they presently have 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. Contractor further covenants that in the performance of this contract, no person having any such interest shall be employed.
 - 6. In submitting a proposal in response to this RFP, and in performing services under any contract resulting from this RFP, Contractor shall be bound by, and comply with, all the terms, conditions, and requirements contained within this RFP, as well as all Exhibits and Attachments.

X. TASK ORDER PROCESS

- A. The process set forth herein is applicable to COG-administered Task Orders only. Other Participating Agencies may have slightly different processes.

- B. Once COG is provided with grant funding, the grant Project Management Plan (PMP) and Statement of Work (SOW), COG will develop a description of the services that are to be the subject of a particular Task Order. The criteria may vary and will be listed in each Task Order proposal request when issued.
- C. A format for the Task Order will be provided by COG to minimize the time for preparation by the Contractors and reviewers. Contractors will be invited to submit supplemental proposals in response to each individual Task Order.
- D. Awarded Task Orders will be issued on a Time and Materials basis with a Not-to-Exceed ceiling amount.
- E. The selected Contractor must be capable of explaining, defending and justifying the various aspects and conclusions of a project before senior management, elected officials, regulatory agencies, technical experts, the general public, and different types of media, as directed. The Contractor will be required to effectively manage the work and complete the project in a timely and cost-effective manner. Contractors must develop a general work plan for each project initiated via a Task Order and will be required to regularly track progress and make progress reports throughout the duration of each project.

XI. COOPERATIVE PURCHASING

- A. COG, as an agent to the Participating Agencies, reserves the right to extend 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 F) of all parties pursuant to special requirements which may be appended thereto.
- B. Contractor(s) agrees to notify COG of the Participating Agencies that desire to use any contract resulting from this RFP within 30 days of receiving said requests and to provide reporting as required per this RFP (see XI.G below).
- 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 may need to be met by the Contractor before a separate contract can be entered into.
- E. All purchases and payment transactions will be made directly between the Contractor and the Participating Agency except where otherwise noted.

XII. PARTICIPATION, SALES REPORTING, AND ADMINISTRATIVE FEES

- A. Contractor shall provide summary information on the purchases by Participating Agencies, through the purchasing program associated with this RFP, to COG on a semi-annual basis to allow COG to monitor the program's use and benefit to its members.
- B. Semi-annual reporting Due Dates:
 - 1. November 30 of each year, covering the prior period of May 1 – October 31
 - 2. May 31 of each year, covering the prior period of November 1 – April 30

- C. The semi-annual report will provide sales data broken down by item, quantity, unit cost and total for each individual Participating Agency within the timeframe laid out above. Contractor is responsible for establishing an accounting system or process that will enable the tracking and reporting of sales to Participating Agencies under this RFP.
- D. The Proposal must include an administrative fee paid to COG equivalent to three percent (3.00%) of gross sales to Participating Agencies under this specification. The successful Proposer will be responsible for tracking and rebating this fee to COG semi-annually, based on gross sales for the periods described above and due on November 30th and May 31st of each year on all contracts made pursuant to this RFP.

XIII. 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.mwco.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 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

NOTE: Failure to have DBE participation does NOT disqualify a firm from being awarded a contract.

XIV. 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	%
Functionality, durability, and lifespan of equipment	20
Compatibility and interoperability with existing / other ALPR systems	20
Analytical capability	20
Security/Privacy capabilities, including CJIS compliance	10
Price Analysis	15
DBE Participation	15
TOTAL	100

XV. PROPOSAL INSTRUCTIONS

- A. Proposals should provide a description of special experience, capabilities, and personnel that will be contributed to this project. The following points should be addressed:
1. Overview of Proposer's current product offerings for ALPR equipment, including technical specifications as described above.
 2. Narrative of prior experience and successful projects, demonstrating the Proposer's methodology and implementation of installations.
 3. References for prior projects. Preference is given to projects conducted within the NCR, but references from across the United States are acceptable.
 4. Confirmation that equipment and software meets the standards set forth in the RFP, including CJIS standards for information security and privacy.
- B. The written proposal shall be organized to match these headings. Proposals not meeting the requirements below will be deemed nonresponsive. All pricing information must be contained in File 2.

File 1: Narrative and Technical Proposal

1. Letter of Interest
2. Table of Contents
3. Overview of Products
4. Technical Specifications of Products (if separate from overview)
5. Prior Experience, Including References

6. Attachment B, completed.

File 2: Pricing Proposal and Forms [not to exceed 10 MB]

1. Proposal Form (Section XVI).
 2. Pricing Proposal, including:
 - a. All products described in the technical proposal.
 - b. Any additional parts, labor, or equipment necessary.
 - c. Any additional costs for warranty periods as requested in this RFP.
 - d. Any additional labor categories and hourly rates for work to be provided for technical support, surveying, design, installation, and implementation.
 3. Attachments C, and E, completed.
 4. Certification from any qualified DBE vendors referenced in Attachment E.
 5. Certificate of Insurance (See D, below)
- C. The requested Letter of Interest must be signed by an authorized principal or agent of the contractor, and provide an overview of Proposer's offer, as well as a name, title, phone number, and email address of the person to whom questions may be directed concerning the proposal.
- D. Proposers must include the additional documentation specified below in their RFP submission or they may be determined to be non-responsive and disqualified.
1. Please complete attached PROPOSER REFERENCES, including three (3) other clients who are being, or have been, provided by the Proposer with similar products, services, and scope of work (Attachment B).
 2. Each Proposal shall be accompanied by a NON-COLLUSION AFFIDAVIT regarding price fixing, gratuities, bribery, and discriminatory employment practices. When the Proposer is a corporation, a duly authorized representative shall execute the affidavit (Attachment C).
 3. Each Proposal shall be accompanied by a DBE PLAN GOALS SUBMISSION FORM, even if Proposer is not a DBE and does not intend to include DBE subcontractors (Attachment E).
 4. Proof of insurance, in the form of an ACORD Form 25, must be provided, demonstrating that Proposer maintains the minimum levels of coverage set forth in the Terms and Conditions (Attachment A). The Certificate of Insurance does not need to name COG as additional insured, but it must show Proposer carries all the required insurance at the required levels.
- E. All Proposals must be completed by responsible company officials and submitted to the COG LOCKBOX on or before the due date and time.

- F. 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.
- G. Proposers shall submit one electronic copy to the COG LOCKBOX system in the following fashion:
1. *Registration.* To utilize the LOCKBOX service, Proposer must be registered on the Mid-Atlantic Purchasing Team Vendor Registration System (“VRS”) portal at <https://mwkog.net>. If Proposer is not registered, please do this before accessing the LOCKBOX.
 2. To register:
 - a. Go to the portal at <https://mwkog.net> and click the Vendors listing on the left menu on the page.
 - b. Click Register and fill out the form. NOTE: Proposer will need its company information including its TIN/EIN number, if Proposer is a company, or Proposer’s SSN, if Proposer is a sole proprietor.
 - c. Registering will give Proposer access to the LOCKBOX solicitations.
- H. *Submission.* Once registered in the VRS system go to the website at <https://mwkog.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, Proposer 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 Proposer’s formal proposal response and any additional attachments to the lockbox (before the closing time for the solicitation). Please limit size of individual files to 10 MB.
 - b. To withdraw Proposer’s formal response should Proposer desire to cancel its submission or to replace an already uploaded copy with a modified version.
 - c. 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 log on to VRS using Proposer’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 Proposer'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.
- I. 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) working days before the due date of proposals.
- J. It is the responsibility of the Proposer to check if any addenda have been issued. Addenda will be posted at <http://www.mwkog.org/purchasing-and-bids/cog-bids-and-rfps/>.
- K. Proposal responses should indicate that Proposer has reviewed the latest addenda on the Proposal Form via the Checklist.
- L. Proposers must acknowledge their understanding of all terms listed in this RFP by signing the Proposal Form as part of their submission.
- M. 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.)

XVI. PROPOSAL FORM

TO: Metropolitan Washington Council of Governments

Date _____

Required Document Checklist

Items	Acknowledgment/Attached	
Attachment A: Terms and Conditions (acknowledgement)	YES_____	NO_____
Attachment B: Proposer’s References (completed form)	YES_____	NO_____
Attachment C: Non-Collusion Affidavit (completed form)	YES_____	NO_____
Attachment D: COG Cooperative Rider Clause (acknowledgement)	YES_____	NO_____
Attachment E: DBE Plan Goals Submission	YES_____	NO_____
Proof of Insurance - ACORD Form 25 (Attached to File 2)	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_____

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: _____

COMPANY: _____

ADDRESS: _____

TELEPHONE: _____

EMAIL: _____

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.

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; and
- 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

- A. 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.
- B. 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 and subcontractors shall also comply with these provisions.

XV. Remedies

- A. Corrections of errors, defects 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 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 to 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 _____

REFERENCES are to be provided from three (3) other clients who are being or have been provided by the Proposer similar products, services and scope of work.

Complete contact information for each reference, including name, telephone number, mailing address and E-mail address, must be included with the Proposal.

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 Proposer 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 Proposer 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 Proposer _____

Signature

Title of Authorized Representative

ATTACHMENT D: COG COOPERATIVE RIDER CLAUSE

The COG Cooperative Purchasing Program works to aggregate the public entity and non-profit purchasing volumes in the National-Capital region of Maryland, Virginia and Washington, D.C.

I. Format

- A. 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, agrees 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;
- D. Semi-annual reporting Due Dates beginning from Contract execution:
 - 1. November 30, covering May 1 – October 31
 - 2. May 31, covering November 1 – April 30
- E. 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).
- F. Significant changes in total contract value may result in further negotiations of contract pricing with the Lead Agency and any Participating Agency.
- G. Contractor must provide to COG a semi-annual administrative fee of three percent (3.0%) on all gross sales to Participating Agencies at the time of the semi-annual report submission due dates listed above.
- H. Although Participating Members (see next page) are the priority of this rider clause, organizations not on this list are permitted to use this clause by mutual agreement and approval by COG.

II. Participating Members

COG Member Governments

- **District of Columbia**

- **Maryland**

- Town of Bladensburg
- City of Bowie
- City of College Park
- Charles County
- City of Frederick
- Frederick County
- City of Gaithersburg
- City of Greenbelt
- City of Hyattsville
- City of Laurel
- Montgomery County
- Prince George's County
- City of Rockville
- City of Takoma Park

- **Virginia**

- City of Alexandria
- Arlington County
- City of Fairfax
- Fairfax County
- City of Falls Church
- Loudoun County
- City of Manassas
- City of Manassas Park
- Prince William County

- **Other Local Governments**

- Town of Herndon
- Spotsylvania County
- Stafford County
- Town of Vienna

- **Public Authorities/Agencies**

- Alexandria Renew Enterprises
- District of Columbia Water and Sewer Authority
- Metropolitan Washington Airports Authority
- Montgomery County Housing Opportunities Commission
- Potomac & Rappahannock Transportation Commission/ Omni Ride
- Prince William County Service Authority
- Upper Occoquan Service Authority

- Washington Metropolitan Area Transit Authority
- Washington Suburban Sanitary Commission

- **School Systems**

- Alexandria Public Schools
- Arlington County Public Schools
- Charles County Public Schools
- District of Columbia Public Schools
- Frederick County Public Schools
- Loudoun County Public Schools
- City of Manassas Public Schools
- Montgomery College
- Montgomery County Public Schools
- Prince George's County Public Schools
- Prince William County Public Schools
- Spotsylvania County Schools
- Winchester Public Schools

- **State Agencies**

- Maryland-National Capital Park and Planning Commission

BALTIMORE METROPOLITAN COUNCIL

- City of Annapolis
- Anne Arundel County
- Anne Arundel County Public Schools
- Anne Arundel Community College
- City of Baltimore
- Baltimore City Public Schools
- Baltimore County
- Baltimore County Public Schools
- Community College of Baltimore County
- Carroll County
- Harford County
- Harford County Public Schools
- Harford Community College
- Howard County
- Howard County Public Schools System
- Howard Community College
- Queen Anne's County
- Queen Anne's County Public Schools

**COG Rider Clause
Approval Form**

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.

Questions -

YES **NO**

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

Participating Entity

**Metropolitan Washington
Council of Governments**

Name _____

Name _____

Title _____

Title _____

Signature _____

Signature _____

ATTACHMENT E: DBE PLAN GOALS SUBMISSION

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: _____		

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: _____

Copy for additional DBE subcontractors

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 24-003 AUTOMATED LICENSE PLATE READERS

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