



Metropolitan Washington
Council of Governments

REQUEST FOR PROPOSALS NO. 24-005

U.S. Environmental Protection Agency (EPA) Climate Pollution Reduction Grant (CPRG) Plans

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

See Lockbox Instructions in Section XVII.D

Proposals shall be uploaded no later than 2:00 p.m. EDT, on August 24, 2023

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RFP# 24-005

Release Date – July 31, 2023

I. SUMMARY

Services requested	This request for proposals is being issued by the Metropolitan Washington Council of Governments (COG) to seek qualified contractors to Support COG. Implementing the U.S. EPA Carbon Pollution Reduction Grant (CPRG) Program.
Contract type	Phase I – Specific Price for Scope of Work Phase II - Indefinite Delivery Indefinite Quantity (IDIQ) based on future Task Orders
Number of contracts	One (1) for Phase I Phase II multiple awards, partial awards, and to fund tasks or subtasks separately and/or at a later date.
Duration of contract	Work activities and funding for the Project will begin from the Task Award date through September 30, 2026. This project will be eligible for two additional one-year optional extension years.
Disadvantaged Business Enterprise (DBE) goal	A DBE plan is required with this submission
Payment method	ACH or Credit Card with Net 30 terms
Planned duration of RFP advertisement	4 weeks
Start of advertisement period for RFP	July 31, 2023
Deadline for questions about RFP	5 working days before deadline
Deadline for COG responses to questions	3 working days before deadline
Deadline for proposals	August 29, 2023, 2 pm EDT

II. METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS

This request for proposals is being issued by the Metropolitan Washington Council of Governments (COG). The selected contractor(s) ("Contractor") shall support state government and regional agency efforts to manage the **U.S. Environmental Protection Agency's (EPA)'s Carbon Pollution Reduction Grant (CPRG) Program** ("Project").

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

COG provides a focus for action on issues of regional concern such as comprehensive transportation planning, air and water quality management, environmental monitoring, tracking economic development and population growth and their effects on the region, coordinating public safety programs, and promoting childcare and housing for the region. COG is supported by financial contributions from its participating local governments, federal

and state government grants, and contracts, and through grants and contracts from foundations and the private sector.

III. ACRONYMS

COG	Metropolitan Washington Council of Governments
CCAP	Comprehensive Climate Action Plan
CPRG	Carbon Pollution Reduction Grant (CPRG) Program
DBE	Disadvantaged Business Enterprise
EEA	Equity Emphasis Area
EPA	U.S. Environmental Protection Agency
GHG	Greenhouse Gas
IDIQ	indefinite delivery/indefinite quantity
MDE	Maryland Department of the Environment
MSA	Metropolitan Statistical Area
MPO	Metropolitan Planning Organizations
MWCOG	Metropolitan Washington Council of Governments
PCAP	Priority Climate Action Plan
RFP	Request for Proposal

IV. PROJECT OVERVIEW

The goals of this Project are to support COG with implementing an EPA CPRG grant project. Per the requirements of the CPRG Program, grant recipients at either the State or Metropolitan Statistical Area (MSA)-level must develop a Project Workplan, a Priority Climate Action Plan (PCAP), a Comprehensive Climate Action Plan (CCAP), a Status Report, and Progress Reports and a Final Report.

V. BACKGROUND

A narrative workplan for the execution and per the requirements of the CPRG Phase I Planning Grant is required. The workplan will include a discussion of planned interagency coordination and stakeholder engagement in the development of all deliverables. The workplan will identify stakeholder agencies with responsibilities in different program areas,

including environmental protection, energy, utilities, transportation, housing, waste management, and land use planning. Potential stakeholders include urban, rural, and underserved or disadvantaged communities as well as the general public, governmental entities, federally recognized tribes, labor organizations, community and faith-based organizations, and private sector and industry representatives. The work plan will describe outputs, outcomes, and performance measures.

A. Per the requirements of the CPRG Program, the workplan will include:

1. A description of how interagency coordination would be conducted, such as through a combination of in-person and virtual meetings with reasonable opportunities to provide input on preliminary and/or draft products;
2. A process and schedule for agencies to identify existing and new measures that would lead to GHG reductions and meet other related goals;
3. The existing or planned roles and relationships of the partnering jurisdictions and the process for developing joint work products;
4. Any sub-awards that are expected to be issued to partnering jurisdictions.
5. A description of how public and stakeholder engagement would be conducted (such as through a combination of in-person and/or virtual meetings with reasonable opportunities to provide input on preliminary products);
6. A discussion on how information on the PCAP and CCAP development processes will be made available to the public in a transparent manner, such as through in-person and virtual meetings, public websites, listservs, and social media;
7. A description of the approach to identifying low-income and disadvantaged communities, conducting meaningful engagement including communicating with low-income and disadvantaged communities about emissions reductions in those areas, and identifying their priorities;
8. A description of the approach for early and frequent engagement with low-income and disadvantaged communities and how that engagement will inform the low-income and disadvantaged communities benefits analysis;
9. A description on the intent to follow EPA's methodologies to track and report the benefits (and any disbenefits) flowing to low income and disadvantaged communities (under development by EPA);
10. The environmental outputs and outcomes to be achieved as well as performance measures for tracking them;
11. A brief description on interest and expected COG participation in any EPA Climate Innovation Teams (participation is optional). This will include identifying personnel who may participate, identifying topics of interest, and any anticipated costs in their budget narrative; and
12. An annual narrative budget for each year of the grant award that adheres to federal budget categories and guidelines.

B. The Final Status Report will include:

1. The implementation status of the quantified GHG reduction measures included in the CCAP
2. Any relevant updated analyses or projections supporting CCAP implementation

3. next steps and future budget/staffing needs to continue CCAP implementation
- C. The PCAP will include:
1. Simplified GHG inventory;
 2. Quantified GHG reduction measures;
 3. Low-income and disadvantaged communities benefits analysis; and,
 4. Review of authority to implement.
- D. Per the requirements of the CPRG Program, the CCAP must include:
1. Comprehensive GHG inventory;
 2. GHG emissions projections (2030-2035 and 2050);
 3. GHG reduction targets that align with the United States formal commitments to reduce emissions 50-52% relative to 2005 levels by 2030 and to reach net-zero emissions by 2050;
 4. Quantified GHG reduction measures;
 5. Benefits analysis for the full geographic scope and population covered by the plan that includes co-pollutants (including criteria pollutants/ precursors and air toxics) and anticipated co-pollutant emission reductions;
 6. Low-income and disadvantaged communities benefits analysis;
 7. Review of authority to implement;
 8. Plan to leverage other federal funding; and,
 9. Workforce planning analysis.

VI. GENERAL REQUIREMENTS

Under this Contract, Contractor shall only be reimbursed for eligible work activities requested via a Task Order or Work Assignment and associated Purchase Order. Once COG and Contractor agree on Pricing, COG will issue a final Task Order, Work Assignment, and Purchase Order.

Contractor must have subject matter expertise and experience in:

1. Local, regional, and state climate planning.
2. Support for community and stakeholder engagement and partnership development.
3. Regional and local plan development.
4. Analyzing and developing plans through an equity lens.

VII. SPECIFIC REQUIREMENTS

- A. Under this Contract, COG will implement work activities in Phases. Only one Contractor will be selected for work under Phase 1. Upon award, the selected Contractor will receive both a Contract, an initial Task Order covering Phase 1 work, and a Purchase Order to begin work.
- B. COG intends to award multiple Master Contracts for future Task Orders for work under Phase 2 and possible additional Tasks to be determined at a later date based on need.
 1. When there are Master Contracts, future Task Orders will be issued based on a

competitive Task Order Request (TOR) solicitation process with all Terms and Conditions of the Master Contract being followed. All Master Contract holders will be invited to submit a proposal on all new Task Orders.

2. COG may also permit other contractors who are working under Master Contracts of a similar nature to submit proposals on Task Orders for this work.

VIII. SCOPE OF WORK - PHASE 1

Under Phase 1, the Contractor shall provide support for the following Tasks:

A. TASK 1. PROJECT MANAGEMENT

Under this Task, the Contractor shall provide regular project management support to COG managing the CPRG grant.

1. Subtask 1a: Participate in kickoff meeting and regular periodic project coordination meetings with COG. Assume one to two meetings per month minimum.
2. Subtask 1b: Provide monthly progress reports. Monthly progress reports may include activities, deliverables, challenges, anticipated activities, percent of work completed by task.
3. Subtask 1c: Support COG in developing required EPA project management reports. EPA Project management reports include:
 - a. Provide a proposed workplan and task level timeline for completion of the project.
 - b. Participate in regular meetings with COG project management team.
 - c. Quality Assurance Project Plan (QAPP)
 - d. Prepare and submit Quarterly Progress Reports
 - e. Prepare and submit Final Status Report.

Deliverables:

- Kickoff and monthly meetings
- Monthly Progress Reports
- Support for:
 - Project Management Plan and Schedule
 - Quality Assurance Project Plan (QAPP)
 - Quarterly Status Reports
 - Final Status Report

Quarterly status reports will be due on each of the following dates.

- Quarter 1 (January - March): April 1
- Quarter 2 (April - June): July 1
- Quarter 3 (July - September): October 1
- Quarter 4 (October - December): January 1

B. TASK 2. SUPPORT FOR STEERING AND TECHNICAL COMMITTEES

As part of the process of drafting the plans and supporting analyses required for this Project there will be in close contact with the funding agency and other regional climate leaders and partners to determine the scope and direction of the work. COG will serve as the regional convener, including hosting calls, virtual events, workshops, and other efforts to ensure that regional perspectives and needs are reflected in the plans. Project direction and input may be guided through two groups to be established by COG in cooperation with the funding agency and other project stakeholders – a Steering Committee and Technical Committee.

- The Steering Committee will be comprised of the relevant state air agency(ies) or other authorized governmental agency(ies) in the State or MSA.
- The Technical Committee will be comprised of representatives from the state air or other state agencies, as well as key staff from participating local governments. Local government representation could include and is not limited to the local government’s sustainability directors, energy managers, climate and energy program, and transportation staff. Other agency representation could include staff from facilities, fleet, solid waste, forestry, stormwater, public works, equity, housing, emergency, homeland security, public safety, community services, public information, parks, libraries, schools, and planning department staff. The Technical Committee may also include other invited public or private stakeholders.

COG may establish website pages to facilitate meeting logistics, including posting of agendas, documents, etc. Meetings will generally be held virtually, and some in-person meetings and events may be held as well. Contractor shall assist COG by supporting communications, and meeting and event planning and logistics. Assume monthly Technical Committee Meetings, and Bi-monthly or Quarterly Steering Committee meetings.

1. Task 2a: Participate in and support the Steering Committee.
2. Task 2b: Participate in and support the Technical Committee.

Deliverables:

- Support up to 10 Steering Committee Meetings
- Support up to 24 Technical Committee Meetings
- Meeting Summaries

C. TASK 3. SUPPORT FOR PRELIMINARY CLIMATE ACTION PLAN (PCAP)

COG will be in the lead to develop and complete a Priority Climate Action Plan (PCAP) that includes a focused list of near-term, high-priority, implementation ready measures to reduce GHG pollution and an analysis of GHG emissions reductions that would be achieved through implementation. This initial plan will focus on specific high-priority sectors, including clean energy, buildings, and transportation, and may not comprehensively address all sources of GHG emissions and sinks in the region. The PCAP will draw from and reference the existing State or regional plans, such as the metropolitan Washington 2030 Climate and Energy Action Plan as well as existing local

climate, energy, and sustainability plans in the State or MSA.

The Contractor shall work with COG to expand upon the existing State or regional plan(s) if available to include all communities in the State or MSA that are not included in the existing plan. The Contractor shall work with COG and regional partners to determine the specifics of the high-priority topics in need of additional planning through this Project. The Contractor shall support COG efforts to solicit and identify strategies, actions, and projects for inclusion in the PCAP. The Contractor shall handle an assessment of the greenhouse gas benefits of identified strategies, actions, and projects. The Contractor shall support COG to prepare a low-income and disadvantaged communities benefits analysis and a review and analysis of the authority to implement.

Contractor shall support COG in developing and completing the following subtasks:

1. Task 3a: Simplified GHG inventory.
2. Task 3b: List of proposed strategies, actions, and projects.
3. Task 3c: Assessment of the greenhouse reductions from identified measures.
4. Task 3d: Low-income and disadvantaged communities benefits analysis.
5. Task 3e: Review and analysis of the authority to implement.

Deliverables:

- Simplified GHG inventory, draft and final.
- List of proposed strategies, actions, and projects.
- Assessment of the greenhouse reductions from identified measures, proposed and final approach and results.
- Low-income and disadvantaged communities benefits analysis, draft and final.
- Analysis of the authority to implement review, draft and final.
- Support for Draft PCAP, Winter 2024
- Support for Final PCAP March 1, 2024

D. TASK 4. COMMUNITY ENGAGEMENT

The Contractor shall support COG on community engagement to support development of the PCAP and CCAP. Community engagement for the Project will utilize the following proposed approach:

- Regular COG steering and technical committee meetings (under Task 2);
- Meetings of relevant Public Advisory Committees and Environmental Commissions;
- Consultation with State, local, and regional Boards, including on climate, energy, air, and transportation;
- Through existing or new State or local agency partner outreach and education programs;

- Through collaboration with regional agencies such as regional planning commissions, Clean Cities Coalitions, and regional trade and economic development organizations; and
- Through local organizations, including environmental justice advocates and organizations.

The Contractor shall utilize tools such as regional Equity Emphasis Areas (EEAs) and Environmental Justice Toolkits, including Justice 40, to help guide the State, regional and local engagement efforts.

The Contractor shall support development of an engagement plan in consultation with COG, the funding agency, and other key stakeholders. COG and the Contractor will collaborate with local partners for local community engagement. COG and the Contractor will hold special workshops and events in collaboration with Project partners. The Contractor shall prepare a draft and final report documenting community engagement efforts.

1. Task 4a: Engagement Plan.
2. Task 4b: State engagements.
3. Task 4c: Regional engagements.
4. Task 4d: Local engagements.
5. Task 4e: Special workshops and events.
6. Task 4f: Meeting summaries and reports.

Deliverables:

- Engagement Plan
- State engagements
- Regional engagements
- Local engagements
- Special workshops and events
- Draft and Final Engagement Report

IX. SCOPE OF WORK - PHASE 2

COG intends to award multiple Master Contracts for future Task Orders for work under Phase 2 and possible additional Tasks to be determined at a later date based on need.

Future Task Orders will be issued based on a competitive Task Order Request (TOR) solicitation process with all Terms and Conditions of the Master Contract being followed. All Master Contract holders will be invited to submit a proposal on all new Task Orders.

Under Phase 2, the Contractor shall provide support for the following Tasks:

A. TASK 5. SUPPORT FOR COMPREHENSIVE CLIMATE ACTION PLAN (CCAP)

Contractor shall support the development and completion of a comprehensive climate action plan development process to prepare and finalize a Comprehensive Climate Action Plan (CCAP).

The CCAP will draw from and reference existing Climate and Energy Action Plan(s) as well as existing State and local climate, energy, and sustainability plans. The Contractor shall work with COG to expand upon the existing State or regional plan to include all communities that are not included in the existing plan.

The CCAP will touch on all significant GHG sources/sinks and sectors present, establish/update near-term and long-term GHG emission reduction goals, and provide strategies and identify measures to achieve those goals.

The CCAP will identify the potential for leveraging other funding opportunities (e.g., under the Inflation Reduction Act, Bipartisan Infrastructure Law, or other sources), new program areas and opportunities for regional collaboration, and inclusion of analyses to estimate benefits including those flowing to low income and disadvantaged communities.

COG will build on previous State, regional and local climate planning efforts by examining specific sources and/or solutions and filling in gaps in regional climate planning, especially where the political or technological landscape has changed since the most recent regional climate planning effort. Examples could include but are not limited to regional utility planning, the regional transportation network, system-wide demand-response, non-road equipment, and refrigerants/short-lived climate pollutants.

Contractor shall support COG in developing and completing the following subtasks:

1. Subtask 5a: Comprehensive GHG inventory.
2. Subtask 5b: GHG emissions projections (2030-2035 and 2050).
3. Subtask 5c: GHG reduction targets that align with the United States formal commitments to reduce emissions 50-52% relative to 2005 levels by 2030 and to reach net-zero emissions by 2050.
4. Subtask 5d: Quantified GHG reduction measures.
5. Subtask 5e: Benefits analysis for the full geographic scope and population covered by the plan that includes co-pollutants (including criteria pollutants/ precursors and air toxics) and anticipated co-pollutant emission reductions.
6. Subtask 5f: Low-income and disadvantaged communities benefits analysis.
7. Subtask 5g: Review of authority to implement.
8. Subtask 5h: Plan to leverage other federal funding.
9. Subtask 5i: Workforce planning analysis.

Deliverables:

- Comprehensive GHG inventory, draft and final.
- GHG emissions projections (2030-2035 and 2050), draft and final.

- GHG reduction targets that align with the United States formal commitments to reduce emissions 50-52% relative to 2005 levels by 2030 and to reach net-zero emissions by 2050, draft and final.
- Quantified GHG reduction measures, draft and final.
- Benefits analysis for the full geographic scope and population covered by the plan that includes co-pollutants (including criteria pollutants/ precursors and air toxics) and anticipated co-pollutant emission reductions, draft and final.
- Low-income and disadvantaged communities benefits analysis, draft and final.
- Review of authority to implement, draft and final.
- Plan to leverage other federal funding, draft and final.
- Workforce planning analysis, draft and final.
- Draft CCAP, March 1, 2025
- Final CCAP, June 1, 2025

X. PERIOD OF PERFORMANCE

- A. Work activities and funding for Phase 1 of the Project will begin from the Contract Award date through September 30, 2026. This Contract will be eligible for two additional optional extension years by mutual agreement.
- B. Work activities and funding for Phase 2 of the Project will begin from the Contract Award date through September 30, 2026. The Contract(s) will be eligible for two additional optional extension years by mutual agreement.
- C. The period of performance is contingent on available funding and satisfactory contractor performance.
- D. COG reserves the right to issue a supplemental solicitation at any time during this period or qualify additional firms as needed. Further, on an as-needed basis, COG reserves the right to procure consultant support for specific projects from firms other than those awarded contracts through this RFP.

XI. BUDGET AND PROJECT REQUIREMENTS

Contractor shall provide itemized cost proposals for each task and subtask activity outlined above, including detailed Level of Effort and Pricing for each, see Submission Requirements for additional details on price proposal.

COG reserves the right to make a single award for Phase 1 and multiple awards, partial awards, and to fund tasks or subtasks separately and/or at a later date. Contractor may propose core work activities and optional work activities for each task or subtask.

A final project schedule for any issued Work Assignments will be jointly developed between Contractor and COG after Task Order and Work Assignment award.

XII. ADDITIONAL TASK ORDER REQUIREMENTS

The selected Contractor(s) must be guided by COG's Terms and Conditions contained in Attachment A that will be incorporated in the Awarded Master Contract and will be incorporated by reference into all final authorized Task Order Awards.

XIII. PAYMENTS AND DELIVERABLES

- A. All Task Orders and Work Assignments shall be fixed price unless otherwise agreed to in writing.
- B. All invoices must include a detailed progress report and Purchase Order number.
- C. Contractor shall coordinate development of deliverables with COG, including coordinating on data acquisition and sharing needs and proposed approach.
- D. Contractor shall respond to comments from COG or other assigned entities on draft deliverables and address comments in the final deliverable.
- E. All deliverables and support documentation must be available to share widely with COG members and stakeholders. Requests for exceptions will be considered.
- F. COG can modify the Contract or Task Order to add additional tasks and deliverables that are within the Scope of Work to further support the Project if agreed to in writing by the Contractor.

XIV. PROPOSAL REQUIREMENTS

- A. The written proposal is limited to the maximum page count listed below for each section. Proposal must be clearly legible. Font size must be no smaller than ten (10) point Times New Roman. Document margins must be no smaller than 1 inch. All of the information related to the proposal, including budgets, timelines, plans, deliverables, qualifications, and team lists must be included in the required pages except for Project Samples and Resumes (if applicable) and letter of transmittal.
- B. Proposal Sections
 - 1. Technical Submission [File A]
 - a. Summary and Overview: 2 pages maximum
 - Provide an Overview and Summary of the proposed Team's experience handling the types of assignments included in the Statement of Work ("SOW"), including how the proposed Team will meet the listed requirements of the Project based on the background provided.

- b. Project Narrative: 15 pages maximum
 - Provide a detailed summary of the proposed Team approach and experience handling each of the types of assignments included in the SOW.
 - Provide a list and short description of recent project examples related to the SOW.
 - Provide a list of proposed key and other staff to handle each type of assignment in the SOW, noting number of years of experience handling work related to the Task Order Scope of Work.
2. Administrative Submission [File B]
 - a. Proposal Response Form and Price Proposal, 10 pages maximum, including assumptions and constraints
 - Provide the estimated level of effort (LOE) and total cost for each of the required project Tasks and Subtasks, assuming COG is the Commonwealth of Virginia as a State plan.
 - Provide the estimated level of effort (LOE) and total cost for each of the required project Tasks and Subtasks, assuming COG is the Metropolitan Washington Council of Governments (COG) for the Washington-Arlington-Alexandria, DC-VA-MD-WV MSA plan.
 - Provide the estimated level of effort (LOE) and fully burdened hourly rate of each of the key and other staff proposed to support work under this Task Order.
 - Provide the total amount of the RFP task cost that will be allocated to any proposed subcontractor(s) and the name of the subcontractor(s) for State or MSA level plans separately.
 - Provide a separate breakdown of the fully loaded hourly costs for the various job positions that are foreseen to be needed for these projects.
3. Project Resumes and Samples, 25 pages maximum [File C]
 - a. Resumes are required for all members of the project team including subcontractors.
 - b. Project References - Please provide project references in Attachment C.
- C. File Submission - Files should be named and submitted as follows and should not exceed 10 MB each:
 1. File A – Technical [Firm Name] – includes Summary, Overview and Project Description.
 2. File B – Administrative [Firm Name] – includes Task Order Response Form, Price, hourly position costs breakdown, and DBE submission documents.
 3. File C – Project Staff Resumes and Project References [Firm Name]

XV. PROPOSAL EVALUATION

- A. Proposals will be evaluated by a Technical Selection Committee on the proposed statement of work, level of effort, and consistency with the Project goals and budget effectiveness/efficiency. DBE and basic Pricing scoring will be done by the Contracts and Purchasing Office.
- B. Failure to follow proposal requirements, outlined above, may result in disqualification.
- C. The final recommendation for selection to COG Contracting Officer may be made based upon interviews and/or a best and final offer submitted by the Offerors, if required by the selection committee.
- D. In evaluating the proposals, the following factors will be considered, with points awarded up to the maximum shown on the next page.
- E. Evaluation Criteria is as follows:

See next page

METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS
RFP 24-005 ENVIRONMENTAL PROTECTION AGENCY
CLIMATE POLLUTION REDUCTION GRANT PLANS (CPRG)

Evaluation Criteria	Evaluation Basis <i>Description of what evaluators will be looking for</i>	Reviewer's Score
Proposed Level of Effort	Evaluators will review the proposed level of effort to complete each task to ensure that they are attainable and reasonable.	20
Proposed Statement of Work	Evaluators will review a description of how the work will be accomplished for each task, and that the work outlined in the narrative will result in accomplishing the goals of the Task Order.	20
Demonstrated Recent Experience with support for Climate Plan Development	Evaluators will review Contractor team experience supporting development of climate plans.	20
Demonstrated Recent Experience with Community Engagement and Workforce Analysis	Evaluators will review Contractor team experience supporting community engagement and workforce analysis.	10
Demonstrated Recent Experience with Federal Funding and Authorities	Evaluators will review Contractor team experience supporting State and local governments with federal funding and authorities.	5
DBE	Contracts and Purchasing will review DBE participation on the RFP for Phase 1 only.	15
Cost	Contracts and Purchasing will review the costs for each activity and the total costs to complete the task for Phase 1 of the RFP.	10
TOTAL		100

XVI. SPECIAL CONDITIONS

The following conditions apply to the Contractor selected:

- A. Federal, state or foreign taxes are not allowable. A certificate will be provided upon request.
- B. Legal fees of any type are not allowable without prior written approval of COG Contracting Officer.
- C. Any work to be subcontracted to a Subcontractor shall be clearly identified and such Subcontractor shall be approved by COG prior to contract issuance.

- D. It is understood that funding for the ensuing contract is contingent upon COG receiving funds from the sponsoring agency.
- E. Payment will be made to the Contractor within 30 days following the receipt of a correct invoice from the contractor and approval of COG Project Manager.

Contractor shall submit its final invoice within 30 days after expiration of the contract.

- F. In submitting a proposal in response to this RFP, and in performing services under any contract resulting from this RFP, the successful Contractor shall be bound by, and comply with, all the terms, conditions, and requirements contained within this RFP and the resulting contract.
- G. All soft copy and digital materials that Contractor obtains from jurisdictions and agencies to complete the scope of work must be transferred to COG in native machine-readable file formats (e.g., Excel data must be delivered in unprotected, open, read-write Excel files).
- H. All digital submittals, including data products, from all on-call task orders shall be the property of COG and/or its member agency.
- I. Deliverables should be in common electronic formats and files and are not considered final and complete until COG Project Manager has confirmed in writing that they have been accepted.

XVII. QUESTIONS, EXCEPTIONS AND SUBMISSION INSTRUCTIONS

A. Questions

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

B. Exceptions

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

C. Proprietary Information

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

such.

D. Submission Instructions

1. Proposals as designated below.
2. If the proposer has not already been registered in the MAPT Vender Registration System, then they must start with that process. The link is <https://mwcog.net>.
3. Please use the RFP number (RFP 24-005) and your firm name in the file name of your electronic submissions.
4. Offerors shall submit one (1) electronic copy of each File (A-C) in their proposal to COG Lockbox system as per the below directions.
 - a. Proposers shall submit one electronic copy of each file to COG “Lockbox” system in the following fashion:
 - 1) Registration – To utilize the “LOCKBOX” service, your agency **must** be registered on the Mid-Atlantic Purchasing Team Vendor Registration System (VRS) portal at <https://mwcog.net>.

If you are not registered, please do this before accessing the LOCKBOX.

To register:

- Go to the portal at <https://mwcog.net> and click the Vendors listing the left menu on the page.
 - Click Register and fill out the form. NOTE: You will need your company information including your TIN/EIN number if you are a company or your SS if you are a sole proprietor.
 - Registering will give you access to the LOCKBOX solicitations.
 - Problems registering? Contact customerservice@eepex.com
- 2) Submission – Once registered in the VRS system go to the website at <https://mwcog.net> and click on the Solicitation Listings tab.

Those solicitations utilizing the VRS Lockbox service will be highlighted with a LOCKBOX button.

Click on the LOCKBOX button.

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

Use your credentials for the following:

- To upload your formal bid response and any additional attachments to the lockbox (before the closing time for the solicitation)
- Please limit the size of individual files to 10 MB. If additional files are needed due to size limitations, please email customerservice@eepex.com and request additional file space.
- To withdraw your formal response should you wish to cancel your submission or to allow you to replace an already uploaded copy with a modified version
- To verify that the document in the lockbox is the one you uploaded.

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

If you would like to ensure that your company details are correct prior to your upload, then logon to VRS using your VRS vendor ID and VIN then jump to the vendor summary page in VRS to make any changes desired.

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

Please complete your registration several days in advance of the due date. Do not wait until the last moment to register. The lockbox cannot be accessed after the closing date/time.

DO NOT mail and/or email submissions directly to COG they will be disqualified.

XVIII. DISADVANTAGE BUSINESS ENTERPRISE (DBE) PLAN AND SCORING

- A. Disadvantaged Business Enterprise (“DBE”) participation shall be an integral component of the Contractor selection process for this RFP. COG's DBE Policy may be viewed on its website www.mwcog.org. 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 – MBE, SWaM and other certifications are not accepted.***)
- B. COG, in accordance with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000 d – 42 and Title 49, Code of Federal Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered pursuant to this advertisement will afford minority business enterprises full opportunity to submit bids in response to this invitation, and will not discriminate on the grounds of race, color, sex, or national origin in consideration for an award.
- C. DBE Assurance – The Contractor or Subcontractor shall not discriminate on

the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

D. A DBE Plan is required for Phase 1 only at this time. Future individual Task Orders in Phase 2 will require DBE Plans when they are submitted.

E. 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

F. For the sake of scoring, percentages will be rounded down rather than up. A proposer must meet the minimum scoring percentage to receive full points.

G. A prime contractor with valid DBE certification will receive 100% participation points if they are doing all the work in-house. If they are subcontracting work to non-DBE firms, they must indicate in the DBE Plan form how much work is being subcontracted as non-DBE work and they will be scored based on the percentage of work being done on the project by DBE firm(s) including the prime DBE firm.

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

I. Federal Law – CFR Part 26.37 (Monitoring Performance) requires COG to include a monitoring and enforcement mechanism to ensure that work committed to DBEs at task order award is performed by DBE's.

J. To comply with this requirement, the Contractor is required to provide to COG with monthly reports on DBE payment(s). This may involve monthly reporting via email.

K. COG is currently testing a DBE Reporting Software system and the contractors chosen under this master contract award may be required to report through that system rather than direct email.

- L. A DBE Plan form must be submitted by all proposers even if they do not have any DBE dollars in their proposal.
- M. For more information on COG's DBE program see our website at <https://www.mwcog.org/purchasing-and-bids/dbe-policy/> and use the DBE Plan Form attached as a separate file with this solicitation.

XIX. COOPERATIVE RIDER CLAUSE

- A. COG, as an agent to member agencies, extends the right to utilize all of the terms, conditions, specifications, and unit or other prices of any contract resulting from this RFP to other public and non-profit agencies. This is conditioned upon mutual agreement based on the Rider Clause (Attachment E - Sample).
- B. Contractor(s) agrees to notify COG of the Participating Agencies desire to use any contract resulting from this RFP within 30 days of receiving said requests and to have the Participating Agency fill out the form as a sample Provided in Attachment E.
- C. All Rider Contracts resulting from this RFP shall be with the individual Participating Agencies. COG assumes no authority, liability, or obligation on behalf of any Participating Agency using a contract resulting from this RFP, or any Contractor, or any other entity with respect to this procurement or any contract resulting from it.
- D. Participating Agencies may have other or additional terms and conditions that must be met by the Contractor.
- E. All purchases and payment transactions will be made directly between the Contractor and the Participating Agency.
- F. In the event that the Participating Agency is utilizing COG Rider Clause to enter into a contract with the Contractor, ***The Contractor shall pay COG a fee of two (2) percent of the gross value of the awarded Rider Contract*** at the time of semi-annual reporting.
- G. See Attachment E for more details.

XX. PROPOSAL RESPONSE FORM

RFP 24-004 Response Form (Page 1 of 3)

DATE: _____

Company Name - _____

Pricing sheet form is a separate attachment.

Submission Check List and Required Forms –

ITEM	YES	NO
Attachment A – Acknowledge and accept all Terms & Conditions <i>(if answered NO – T & C exceptions must be noted on a separate sheet with all other exceptions. NOTE: failure to do so will make this submission non-responsive)</i>	___	___
Attachment B – Certification Regarding Debarment	___	___
Attachment C – References	___	___
Attachment D - DBE Plan Form	___	___
Attachment E - Acknowledge and Accept Rider Clause	___	___
Attachment F - Pricing Summary	___	___
Accept Electronic Payment (See Terms and Conditions)		
P-Card	___	___
ACH	___	___
Insurance Acord Form – Proof of Insurance provided by the insurer as per the Terms and Conditions. Failure to meet the insurance requirements at the time of the submission will result in the submission being deemed non-responsive.	___	___
Exceptions - <i>(If yes please attach all on separate sheet(s) at the end of the RFP response.)</i>	___	___

Addendums Acknowledged (if applicable) –

Addendum #1	YES ___	NO ___	N/A ___
Addendum #2	YES ___	NO ___	N/A ___
Addendum #3	YES ___	NO ___	N/A ___

METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS
RFP 24-005 ENVIRONMENTAL PROTECTION AGENCY
CLIMATE POLLUTION REDUCTION GRANT PLANS (CPRG)

Others _____

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

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

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

Primary contact.

NAME: _____

COMPANY: _____

ADDRESS: _____

TELEPHONE: _____ WEBSITE: _____

EMAIL: _____

SIGNATURE: _____

TITLE: _____

Secondary contact.

NAME: _____

EMAIL: _____

SIGNATURE: _____

TITLE: _____

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

ATTACHMENT A TERMS AND CONDITIONS

NOTE: COG will not negotiate Terms and Conditions at the time of contract award. Exceptions MUST be made now. Failure to do so may disqualify the proposer now or at a later time.

This document sets out provisions generally applicable to Metropolitan Washington Council of Governments (“COG”) contracts. The provisions herein do not constitute a complete agreement, and must be appended to a document, executed by all parties, which identifies the specific work to be performed, compensation, term, incorporated attachments, and special conditions, if any.

Proposers are categorized as Subrecipients in this section

A. **Energy Conservation** - 42 U.S.C. § 6321 *et seq.*

The SUBRECIPIENT agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

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

1. The SUBRECIPIENT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended. The SUBRECIPIENT agrees to report each violation to COG and understands and agrees that COG will, in turn, report each violation, as required, to assure notification to appropriate federal agencies including the appropriate EPA Regional Office.
2. The SUBRECIPIENT also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance.

C. **Lobbying** - 31 U.S.C. § 1352 *et seq.*

(Regarding each bid or offer exceeding \$100,000)

1. In signing the proposal form above the proposer certifies, to the best of his or her knowledge and belief, that:
2. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation,

renewal, amendment, or modification of and federal contract, grant, loan, or cooperative agreement.

3. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). [Note: Language in paragraph (b) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995. (P.L. 104-65, to be codified at 2 U.S.C. § 1601 et seq.)]
4. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
5. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

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

1. The SUBRECIPIENT agrees to provide COG, and if applicable the state or federal funding agency, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the SUBRECIPIENT which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transactions.
2. The SUBRECIPIENT agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

3. The SUBRECIPIENT agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case the SUBRECIPIENT agrees to maintain same until COG, the applicable state or federal funding agency, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

E. Funding Agency Changes

The SUBRECIPIENT shall at all times comply with all applicable state and federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the funding agreement between such agency and COG, as they may be amended or promulgated from time to time during the term of this Contract. SUBRECIPIENT failure to comply shall constitute a material breach of this Contract.

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

1. The Clean Air requirements apply to all contracts exceeding \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year.
2. The SUBRECIPIENT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The SUBRECIPIENT agrees to report each violation to COG and understands and agrees that COG will, in turn, report each violation as required to assure notification to the funding federal agency, if any, and the appropriate EPA regional office.
3. The SUBRECIPIENT also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance.

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

1. The Recycled Products requirements apply to all contracts for items designated by the EPA, when COG or the SUBRECIPIENT procures \$10,000 or more of one of these items during the fiscal year or has procured \$10,000 or more of such items in the previous fiscal year, using federal funds.
2. The SUBRECIPIENT agrees to comply with all requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. § 6962), including but not limited to regulatory provisions of 40 C.F.R. Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 C.F.R. Part 247.

H. No Government Obligation to Third Parties

1. The SUBRECIPIENT acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities of COG, the SUBRECIPIENT, or any other person (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
2. The SUBRECIPIENT agrees to include the above clause in each subcontract financed in whole or in part with federal assistance. It is further agreed that the clause shall not be modified, except to identify the SUBRECIPIENT that will be subject to its provisions.

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

1. The SUBRECIPIENT acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and all appropriate federal agency regulations apply to its actions pertaining to this PROJECT. Upon execution of the underlying contract, the SUBRECIPIENT certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract of the federally assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the SUBRECIPIENT further acknowledges that if it makes, or caused to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the SUBRECIPIENT or to the extent the Federal Government deems appropriate.
2. The SUBRECIPIENT also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with federal assistance, the Federal Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(N)(1) on the SUBRECIPIENT, to the extent the Federal Government deems appropriate.
3. The SUBRECIPIENT agrees to include the above two clauses in each subcontract financed in whole or in part with federal assistance. It is further agreed that the clause shall not be modified, except to identify the SUBRECIPIENT who will be subject to the provisions.

J. Insurance Requirements

1. For its activities and operations, Contractor shall have already in place, and at all times keep in effect all below required coverages.
2. Commercial General Liability Insurance in the amounts listed below. The insurance shall include coverage for personal injury and claims of discrimination and civil rights violations. All such insurance shall name COG as ADDITIONAL INSURED. A copy of the certificate of insurance shall be filed with COG before any services are rendered. Contractor shall maintain coverage in the amounts of \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$500,000 for property damage. Coverage shall be written on an occurrence form (Acord Form).
3. Contractor shall obtain, and at all times keep in effect, automobile insurance on all vehicles used in this Contract. Contractor's automobile insurance shall include coverage for damages resulting from bodily injury, including wrongful death, and property damage that may arise from the operations of any owned or hired automobiles used by Contractor in connection with the performance of this Contract. All such insurance shall name COG and/or its individual members, their employees, and agents as ADDITIONAL INSURED.
4. Contractor shall, provide COG with certification of Workers' Compensation Insurance, with employer's liability at least the minimum amount required by the governing jurisdiction's law, in effect for each year of this Contract.
5. Contractor shall obtain and maintain at all times during the prosecution of the work under this Agreement professional liability insurance. Limits of liability shall be \$1,000,000 per claim and \$2,000,000.00 aggregate.
6. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory Cyber Liability Insurance, with limits not less than \$500,000 per occurrence or claim, \$1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor under this grant and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. Limits may not be shared with other lines of coverage. A copy of the cyber liability policy must be submitted to COG.
7. All insurance policies shall have a minimum 30 days' notice of cancellation. Immediate written notice to COG, and members involved in the contract, shall be required in the event of cancellation or restriction by the insurance company of any insurance policy referred to in this section.

8. When insurance coverage is renewed, Contractor shall provide new certificates of insurance to all contracting agencies and COG prior to expiration of current policies.

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

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

1. Termination for Convenience

COG, by written notice, may terminate this Contract, in whole or in part, at any time by written notice to the SUBRECIPIENT when it is in COG's best interest. If this Contract is terminated, COG shall be liable only for payment under the payment provisions of this Contract for services rendered before the effective date of termination.

2. Termination for Default [Breach or Cause]

If the SUBRECIPIENT fails to perform in the manner called for in this Contract, or if the SUBRECIPIENT fails to comply with any other provisions of the Contract, COG may terminate this Contract for default. Termination shall be effected by serving a notice of termination on the SUBRECIPIENT setting forth the manner in which the Contract is in default. The SUBRECIPIENT will only be paid the contract price for services performed in accordance with the manner of performance set forth in the Contract. If it is later determined by COG that the SUBRECIPIENT had an excusable reason for not performing, such as strike, fire, or flood, events which are beyond the control of the SUBRECIPIENT, COG, after setting up a new delivery of performance schedule, may allow the SUBRECIPIENT to continue work, or treat the termination as a termination for convenience.

3. COG in its sole discretion may, in the case of termination for breach or default, allow the SUBRECIPIENT ten (10) working days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If the SUBRECIPIENT fails to remedy to COG's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the ten (10) working days after receipt by the SUBRECIPIENT of written notice from COG setting forth the nature of said breach or default, COG shall have the right to terminate the Contract without further obligation to the SUBRECIPIENT. Any such termination for default shall not in any way operate to preclude COG from also pursuing all available remedies against the SUBRECIPIENT and its sureties for said breach or default.

4. In the event COG elects to waive its remedies for any breach by the SUBRECIPIENT of any covenant, term or condition of this Contract, such waiver by COG shall not limit COG's remedies for any succeeding breach of that or any other term, covenant, or condition of this Contract.

L. **Civil Rights Requirements** - 29 U.S.C. § 62, 42 U.S.C. § 2000, 42 U.S.C. § 602, 42 U.S.C. § 12112, 42 U.S.C. § 12132, 49 U.S.C. § 5332

1. Nondiscrimination

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

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

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

In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, the SUBRECIPIENT agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.* (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect activities undertaken in the course of this PROJECT. The SUBRECIPIENT agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the SUBRECIPIENT agrees to comply with apprenticeship. In addition, the SUBRECIPIENT agrees to comply with any implementing requirements the funding federal agency may issue.

b. Age

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

to comply with any implementing requirements the funding federal agency may issue.

c. Disabilities

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

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

M. **Breaches and Dispute Resolution.**

1. Disputes

Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by COG Executive Director or his/her designee. This decision shall be final and conclusive, unless within ten (10) working days from the date of receipt of its copy, the SUBRECIPIENT mails or otherwise furnishes a written appeal to the Executive Director or his/her designee. In connection with any such appeal, the SUBRECIPIENT shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Executive Director or his/her designee shall be binding upon the SUBRECIPIENT, and the SUBRECIPIENT shall abide by the decision.

2. Performance During Dispute

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

3. Claim for Damages

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for acts it is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

4. Remedies

Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between COG and the SUBRECIPIENT arising out of or

relating to this agreement or its breach may be submitted by the parties for arbitration if the parties mutually agree, otherwise, such claims, counterclaims, disputes and other matters shall be decided by a court of competent jurisdiction within the District of Columbia.

5. Rights and Remedies

The duties and obligations imposed by the Contract and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by COG or the SUBRECIPIENT shall constitute a waiver or any right or duty afforded to them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.

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

1. Rights in Data

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

- a. The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; CDs or flash drives (thumbdrives) containing data; and any other information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.
- b. The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:
 - i. In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections M.2.a and M.2.b of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its federal license to any other party.

- (1) Any subject data developed under that contract, whether or not a copyright has been obtained; and
- (2) Any rights of copyright purchased by the Purchaser or the SUBRECIPIENT using federal assistance.

2. Patent Rights

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

- a. General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and the SUBRECIPIENT agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until the federal funding agency is ultimately notified.
- b. Unless the Federal Government later makes a contrary determination in writing, irrespective of the SUBRECIPIENT status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the SUBRECIPIENT agree to take the necessary actions to provide, through the federal funding agency, those rights in that invention due the Federal Government as described in the U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.
- c. The SUBRECIPIENT also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with federal assistance.

3. Proprietary Information

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

O. Interest of Members of Congress

No member of, or delegates to, the Congress of the United States shall be admitted to a share or part of this Contract or to any benefit arising there from.

P. Interest of Employees of COG

No employee of COG who exercises any functions or responsibilities in review or approval of the undertaking or carrying out the PROJECT during his or her tenure or one (1) year thereafter, shall have any personal interest, direct or indirect, apart from his or her official duties, in this Contract or the proceeds thereof.

Q. Interest of the SUBRECIPIENT

The SUBRECIPIENT covenants that it has presently no financial interest, shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The SUBRECIPIENT further covenants that, in the performance of this Contract, no person having any such interest shall be employed.

R. Payment

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

1. **Electronic Payment** means the payment of money to a vendor by electronic means, including by means of a Purchase Card (P-card) or Automated Clearing House (ACH) funds transfer method. The vendor may choose the form of payment that best suits them.
2. COG has implemented a P-Card Program utilizing MASTERCARD networks. Purchases from this contract can be made utilizing COG's P-Card.
3. Contractors will receive payment from the P-Card in the same manner as other credit card purchases. The payments typically are transferred within 48 hours.
4. COG can also accept ACH transactions. This method will be acceptable as a form of payment to our vendors. Please keep in mind the turn-around time on ACH transactions can be as long as 30 days.

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

S. Allowable Costs

Only those costs which are consistent with Title 2 Part 200 of the Code of Federal Regulations shall be reimbursed under this Contract.

T. Covenant Against Contingent Fees

The SUBRECIPIENT warrants that it has not employed any person to solicit or secure this Contract upon any agreement for a commission, percentage, brokerage or contingent fee. Breach of warranty shall give the Contracts Officer the right to terminate this Contract or, in his discretion, to deduct from the Contract price or consideration the amount of such commission, percentage, brokerage or contingent fees. This warranty shall not apply to commissions payable by the SUBRECIPIENT upon contracts or sales secured or made through a bona fide established commercial or selling agency maintained by the SUBRECIPIENT for the purpose of securing business.

U. Indemnification

The SUBRECIPIENT, acting as an independent SUBRECIPIENT, shall hold COG harmless from and shall be solely responsible, where found liable, for the payment of any and all claims for loss, personal injury, death, property damage, or otherwise, arising out of any act of omission or negligence of its employees or agents in connection with the performance of this work.

V. Severability

It is understood and agreed by the parties that if any of these provisions shall contravene, or be invalid under, the laws of the particular state, county or jurisdiction where used, such contravention or invalidity shall not invalidate the whole agreement, but the Contract shall be construed as of not containing the particular provision or provisions held to be invalid in the said particular state, county or jurisdiction and the rights and obligations of the parties shall be construed and enforced accordingly.

W. Assignments

This Contract shall not be assigned, sublet or transferred in whole or in part by the SUBRECIPIENT, except with the previous written consent of COG Contracting Officer or his designee.

X. Entire Agreement

This Contract sets forth the entire understanding of the parties and supersedes all previous agreements, whether oral or in writing, relating to the subject matter hereof. This Contract may only be altered, amended or modified in accordance with Changes Clause of this Contract.

Y. Confidential or Personal Data

COG respects the privacy or business interests involved in confidential or personal data. It is COG's policy to obtain confidential or personal data or store or allow storage of such data only -

1. When necessary to fulfill COG's information-gathering and data collection responsibilities
2. In conjunction with COG projects. COG intends to minimize risk of disclosure of such confidential or personal data.
3. Whenever feasible and the requirements of a project allow, the names of survey participants or users of a website or other data collection method shall not be accepted, recorded, stored or retained.
4. When COG engages in a project, which involves the collection or storage of confidential or personal information by or through use of surveys, websites or by other data collection, the following conditions shall be met:
 - a. The survey, website or other collection method shall contain a set of conditions for use and a disclaimer of any COG liability for use, in language approved by COG in writing.
 - b. The party(ies) working with COG shall demonstrate adherence to a federal or applicable state standard for protecting confidential or personal information.
 - c. The confidential or personal information collected or stored by or through the survey, website or other data collection shall be kept confidential. All necessary steps shall be taken to protect the privacy of the users of the website or other data collection. Any confidential or personal information provided by users of the website or other data collection, including but not limited to their names and addresses, shall be protected.
 - d. COG shall retain control over and ownership of all surveys, web pages, control files and scripts, database schema, and database contents, in addition to all content which is published on or stored by the website or other data collection, unless COG specifically agrees in writing otherwise.
 - e. No release of any announcements intended for public dissemination concerning the collection or storage of such information by or through the survey, website or other data collection shall occur until COG has given prior written authorization, unless COG specifically agrees in writing otherwise.
 - f. In the event that information collected or stored by or through the survey, website or other data collection shall be stolen or handled incorrectly, the party(ies) working with COG on the PROJECT shall be responsible for any required notification to persons who have entered personal information in that system and all costs related thereto.

- g. The PROJECT documents shall provide that other parties working with COG on the survey, website or other data collection or storage shall indemnify COG with at least the following commitment:

The [SUBRECIPIENT or other party] shall indemnify and hold COG harmless from and shall be solely responsible, for the payment of any and all claims for loss, personal injury, death, property damage, infringement or misappropriation of any third party's intellectual property rights, violation of privacy, confidentiality or otherwise, arising out of any act of omission or negligence of its employees or agents in connection with the performance of the work under this [agreement or memorandum of understanding].

- h. At the end of the project or contract, any personal or confidential information shall be given to COG or destroyed, and a certification of destruction provided to COG by the SUBRECIPIENT or other party.

Z. COG's Policies and Procedures

When federal law, or any grant conditions, certifications or assurances require COG to utilize competitive procurement procedures for selection of a SUBRECIPIENT, COG's policies and procedures shall govern every aspect of the SUBRECIPIENT selection process, e.g., the solicitation, evaluation, award, and post-award process (including, without limitation, any protest of an award, and the terms and conditions under which a contract may be approved, executed and administered). Any SUBRECIPIENT and potential SUBRECIPIENT will be provided with a copy of such policies and procedures, on request.

AA. COG's Information Technology Policy

Contractors that must access COG's Information Technology systems or require a COG login account to perform their duties must adhere to COG's Information Technology Policies and Procedures. Such contractors will receive a copy of the policies and procedures prior to receiving access to COG's IT systems.

BB. COG's Facilities, Policies, and Procedures

Contractors that must use any of COG's facilities or equipment must adhere to COG's Facilities, Policies and Procedures. Contractors that utilize any AV or IT equipment through the use of COG's facilities shall also comply with COG's IT Policy. Such contractors will receive a copy of all relevant procedures prior to receiving access to COG's IT systems.

CC. Additional Requirements

In addition to the terms and conditions expressly referenced in this Contract, the SUBRECIPIENT acknowledges and agrees that the terms and conditions of any federal or state grant that provides funding for this Contract, in whole or in part, shall apply to

and shall govern the parties' rights and obligations under this Contract and shall be deemed additional terms, conditions and requirements of this Contract.

DD. DBE Assurance

The SUBRECIPIENT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The SUBRECIPIENT shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of USDOT-assisted contracts. Failure by the SUBRECIPIENT to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as COG deems appropriate.

EE. Audits

Per the Enhanced Mobility Circular, COG as the Designated Recipient for Enhanced Mobility funds will collect A-133 audit reports from the SUBRECIPIENT receiving more than \$750,000 in federal funds. At a minimum, the SUBRECIPIENT is required to bring to COGTPB's attention any audit findings relevant to its use of FTA funds. The SUBRECIPIENT is not subject to A-133 audit requirements and may require additional monitoring, in a format elected by COG, to ensure compliance.

FF. FFATA Reporting

1. The Federal Funding Accountability and Transparency Act ("FFATA") requires prime recipients of federal grants and contracts to report sub-award and executive compensation data. COG is the prime recipient of federal awards for the purposes of this policy and is responsible for reporting sub-award data.
2. COG and first-tier sub-awardees are required to maintain current registration in the System for Awards Management ("SAM") as well as obtain a DUNS number. COG is responsible for filing the report in the FSRs system, not sub-awardees. However, sub-award recipients must provide the following information to COG before they will be eligible to receive the sub-award:
 - a. The entity's information
 - b. Description and/or title of the sub-award (including NAICS code or CFDA number)
 - c. Date and amount of award
 - d. Location of the entity receiving the award and the primary location of performance under the award, including the city, state, congressional district, and country
 - e. Active and current SAM unique identifier

- f. DUNS number
- g. Names and total compensation of the five (5) highest paid officers/executives of the sub-recipient if all three criteria are met:
 - a) Federal awards make up 80% or more of the SUBRECIPIENT's annual gross revenues
 - b) The SUBRECIPIENT's annual gross revenue from federal awards is \$25 million or more
 - c) The SUBRECIPIENT's officer names are not publicly available and the public does not have access to data on executive compensation of the entity through the Securities and Exchange Commission (SEC) as described in further detail in OMB Guidance on Sub-award and Executive Compensation Reporting (August 27, 2010)

(COG, as the prime recipient of the federal award, must also report its own executive compensation data by the end of the month following the award if the same criterion noted above is met.)

GG. Priority of Requirements

In the event of a conflict between or among any of the terms, conditions and requirements applicable to this Contract, the conflict shall be resolved by giving weight in accordance with the following priorities, in the order as stated below:

1. Terms and conditions of any grant that provides funding for this Contract, in whole or in part;
2. Terms and conditions set forth or referenced within this Contract;
3. Terms and conditions and representations set forth or referenced within Attachments A and F to this Contract;
4. Terms, conditions, specifications, and requirements set forth within any solicitation (e.g., RFP or IFB) pursuant to which this Contract was awarded;
5. Offers, representations, promises, terms and conditions set forth with the bid or proposal submitted in response to any solicitation (e.g., RFP or IFB) pursuant to which this Contract was awarded.

** Remainder of page is blank **

ATTACHMENT B OFFEROR DEBARMENT FORM

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

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

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

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

Typed Name of Vendor

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

Date

ATTACHMENT C OFFEROR PROJECT REFERENCES FORM

CONTRACTOR: _____

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

Reference Number 1

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

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

Reference Number 2

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

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

REFERENCES cont'd

Reference Number 3

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

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

Reference Number 4

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

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

Reference Number 5

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

3. Phone Number of POC: _____
4. Approximate Value of Contract: _____

5. Duration of Contract: _____

6. Description of Services Provided: _____

ATTACHMENT D DBE FORM

DBE FORM (See Writable Form as a separate attachment)

ATTACHMENT E RIDER INFORMATION

COG Cooperative Rider Clause

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 COG 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 on all paid invoices to COG, including but not limited to quantity, unit pricing and total sales by entity on demand and without further approval of Participating Agency;

Semi-annual reporting Due Dates beginning from Contract execution:

- November 30, covering May 1 – October 31
- May 31, covering November 1 – April 30
- D. Contractor is required to report any Participating Agency that is added to the contract and a **COG Rider Clause Approval Form** must be filled out by the Participating Agency and approved by COG (see form below).
- E. In the event that an agency is utilizing COG Rider Clause to enter into a contract

with the Contractor, Contractor shall pay COG a fee of two (2) percent of the gross value of the rider contract within 30 days of the required contract reporting deadline.

- F. Significant changes in total contract value may result in further negotiations of contract pricing with COG and any Participating Agency.
- G. Although Participating Members (see below 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.
- H. Writable COG Rider Clause Forms are available upon request at purchasing@mwkog.org.

II. Participating Members
COG Member Governments

• **District of Columbia**

Maryland

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

Virginia

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

Other Local Governments

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

Public Authorities/Agencies

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

- Upper Occoquan Service Authority
- Washington Metropolitan Area Transit Authority
- Washington Suburban Sanitary Commission

School Systems

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

State Agencies

- Maryland-National Capital Park and Planning Commission

BALTIMORE METROPOLITAN COUNCIL

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

**COG Rider Clause
Approval Form**
Sample only – Do Not Fill Out

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

Participating Agency Name _____

Contact Person _____

Phone _____ Email Address _____

Solicitation/Contract Information:

Name Solicitation/Contract _____

COG/Contract Holder _____

Contact Person _____

Solicitation/Contract Number _____ Other Reference _____

Vendor Information:

Contractor Name _____

Address _____

City/State/Zip _____

Contact Person _____

Phone _____ Email Address _____

See questions on next page.

Sample only – Do Not Fill Out

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

Participating Entity

Name _____

Title _____

Signature _____

**Metropolitan Washington
Council of Governments**

Name _____

Title _____

Signature _____