



Metropolitan Washington
Council of Governments

REQUEST FOR PROPOSAL (RFP) NO. 24-011

TEMPORARY STAFFING AGENCIES

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

Submission Due Date: **May 8, 2024, 2:00 PM EST**

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I. SUMMARY

Services requested	Temporary staffing agencies to provide qualified personnel upon request
Contract type	Firm fixed price (FFP)
Number of contracts	Multiple
Duration of contract	Two (2) years from date of award, with the option to renew for up to four (4) additional two (2) year periods
Payment method	Net 30
Planned duration of RFP advertisement	4 weeks
Start of advertisement period for RFP	April 10, 2024
Deadline for questions about RFP	April 24, 2024
Deadline for COG responses to questions	April 30, 2024
Deadline for proposals	May 8, 2024

II. INTRODUCTION AND BACKGROUND

- 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.
- B. COG’s Office of Human Resources Management (“OHRM”) is inviting qualified temporary staffing agencies to be a part of COG’s authorized Master Contracts of Staffing Agencies, providing such services to both COG and its member jurisdictions.

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. *Participating Agency*. An agency other than COG which is using the terms and conditions of an awarded Contract, as described in Section VIII.

6. *Proposer.* The party of interest submitting a proposal in response to this RFP.
7. *Subcontractor.* An individual or business firm contracted to perform part or all of a Contractor's contract.
8. *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. SCOPE OF WORK

- A. COG is seeking qualified Contractors to provide, on an as-needed basis, temporary staffing personnel or outsourced services to COG and its member jurisdictions acting as Participating Agencies.
 1. Contractor(s) shall maintain trained staff to provide support services to their temporary employees.
 2. Contractor(s) shall provide acceptable qualified and skilled temporary workers to COG.
 3. Contractor(s) shall provide its replacement policy for replacing unacceptable temporary workers with its proposal.
 4. Contractor(s) shall provide replacement worker(s) candidates within two (2) working days after notification from COG or when Contractor(s) has determined a replacement is necessary.
 5. Contractor(s) shall maintain or hire sufficient temporary workers available to the service area and job classifications.
 6. Before assigning a temporary worker to COG, Contractor(s) shall provide testing for skills and knowledge such as typing test, computer-based skills test and other job-related assessments, to verify that the temporary worker meets the requirements of the position.
 7. Contractor(s) shall warrant and represent that its work under this Contract and that of its temporary workers shall be of professional quality and shall be performed consistent with generally accepted industry standards for the respective position.
- B. Subcontracting is not permitted unless Contractor receives prior written approval from COG or the Participating Agency.
- C. Contractor will warrant that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for Contractor(s) 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 fee or other consideration contingent on the making of this Contract. For breach or violation of this warranty, COG may terminate this Contract without any liability whatsoever, including for any services rendered but not yet paid for by COG or deduct from the Contract price or consideration or otherwise recover the full amount of such unauthorized fee, commission, percentage, brokerage fee, gift, or contingency.

- D. COG has the right to review the work being performed by Contractor(s). Review, checking, approval, or other actions by the COG will not relieve Contractor(s) of the responsibility for the quality of the services to be provided in the Contract.
- E. COG reserves the right to competitively procure temporary staffing elsewhere if:
 - 1. The job classification for temporary workers is not specified in this RFP; or
 - 2. The OHRM determines that the temporary workers available under this Contract may not meet a special requirement.

V. SPECIFICATIONS OF STAFFING AGENCIES

- A. Proposers shall meet the requirements below in order to be considered for an award of this Contract. Proposers shall submit this information along with their Proposal. Failure to include the required documents or an incomplete documentation may be cause for rejection of the Proposal.
- B. Proposer(s) must have been in the business of providing temporary worker services for a period of five (5) years or more to be considered. Proof may be required. In the case of newly opened offices of franchises, the number of years in service of the franchise might be the determining factor.
- C. Proposer(s) must have at least one (1) branch office located within a 20-mile radius of Washington, D.C. or otherwise demonstrate in its proposal to the satisfaction of COG that Proposer is able to respond to the requirements in this RFP regarding the urgency of temporary staffing and familiarity with the National Capital Region in order to service COG in providing sufficient temporary workers to fill order requests. Proposer shall state location and hours of the branch office meeting the 20-mile radius requirement and all other applicable information regarding capability to respond to this RFP if it does not have a branch office within a 20-mile radius.
- D. The Proposer shall include in their Proposal at least three (3) professional letters of reference that confirm successful performance of contracts similar in nature and volume to this RFP within the past three (3) years in order to assess the background, experience, and stability of the firm. No more than one reference shall be from the same contract.
- E. Proposer shall supply a minimum of three (3) large commercial firms or government agencies who shall attest to the Proposer's ability to successfully provide the services and skills requested.
- F. References shall be current (or within the last three (3) years) and identify clients for whom similar services and skills have been provided. The name of each referenced firm, a description of the services provided, the term of the contract, the estimated yearly dollar value, a person to contact from the firm, and a current contact telephone number is required with the Proposal.
- G. The Proposer shall assign at least one (1) contact person to be responsible for the Contract. This contact person and their contact information shall be provided in the RFP Response.

VI. LABOR AND WAGE REQUIREMENTS

- A. Contractor shall be responsible for the payment of all salaries, wages, bonuses, Social Security, Worker's Compensation, taxes, Federal and State Unemployment Insurance, and all taxes relating to the personnel furnished under this Contract. Contractor(s) shall be responsible for withholding State and Federal Income Taxes as well as F.I.C.A. Taxes and shall comply with all other laws relating to employees, such as wage and hour laws, safety and health requirements, benefits, and collective bargaining laws.
- B. Contractor shall comply with the Immigration Reform and Control Act of 1986 (IRCA), which requires all individuals hired after November 6, 1986, to provide their employers with proof of citizenship or authorization to work in the United States. Contractor(s), not COG, are the "employers" of their temporary workers and as such shall be responsible for compliance with this law.
- C. In the absence of a minimum wage schedule attachment for the Contract, Contractor(s) shall pay their temporary workers performing the work under this Contract not less than the minimum wage set by the U.S. Department of Labor or by the District of Columbia wage and hour regulations (whichever is higher) for the applicable job classification in effect at the time of work performance. The Proposer shall state on the RFP Response Form the billable rate to COG and shall include the hourly rate to be paid to the temporary worker.
- D. Temporary workers furnished by Contractor(s) shall not be entitled to participate in any plans or benefits offered to COG employees.

VII. SPECIFICATIONS FOR TEMPORARY WORKERS

- A. The job specifications used to describe the work to be performed by the temporary worker designate an acceptable minimum level of requirements for the temporary personnel. COG reserves the right to make periodic adjustments to the job specifications or descriptions, including adding to special requirements, licenses, and certifications as necessary. Should those changes be substantial, COG will consider a change in the hourly rates.
- B. COG reserves the right to add additional job descriptions and positions to satisfy the requirements of the organization due to special or superior skills. The hourly rate(s) shall be agreed to by the Contracts and Purchasing Manager, OHRM, and the applicable COG department.
- C. COG will require an interview process for many temporary staffing candidates.
- D. Resumes or equivalent documents may be required for temporary personnel positions before the date of the interview and shall be provided to the COG department and OHRM. This requirement shall be determined by the COG department requesting the temporary position.
- E. Temporary workers provided by Contractor(s) shall have the necessary skills to meet the job requirements.
- F. Contractor(s) shall be responsible for worker conduct at COG and shall provide an orientation program, including a handout to introduce the temporary workers to COG's workplace, at Contractor's expense in order to ensure that such conduct is appropriate.

1. The orientation program shall include information regarding worker conduct at COG, appropriate dress code, and respective expectations of COG and Contractor(s).
 2. Training/orientation shall contain, but not be limited to, such policies as Non-discrimination/Harassment, Sexual Harassment Prevention, Americans with Disabilities Act, Ethics, and Drug Free Workplace.
 3. The temporary workers shall acknowledge that they shall not smoke in the COG offices/vehicles.
 4. The temporary workers shall abide by COG's policies, and sign and acknowledge that they will do so, as well as the confidentiality agreement for positions involving sensitive functions or otherwise obtaining confidential information (See sample Attachment F).
 5. Contractor(s) shall keep on file copies of said documents for a minimum of three (3) years or as may be required by law.
 6. Contractor(s) shall provide copies of said documents to COG within 48 hours (or two business days) after being requested by COG.
- G. Proposers must certify that they conduct comprehensive references and background checks and that more in-depth background checks are conducted on sensitive positions such as human resources, accounting and other job classifications handling confidential/sensitive data.
1. At a minimum, a criminal records check, education, and employment records checks shall be conducted for all temporary personnel assigned to sensitive positions at COG or as otherwise requested by COG. The expense for this minimal background investigation shall be included in the Proposers' position hourly rates.
 2. Some assignments of temporary workers to sensitive positions, such as accounting or those whose length of assignment is beyond one month, may require a more in-depth background investigation. These more extensive background investigations will be requested by COG and any costs associated with these more in-depth background investigations shall be included on the RFP Response Form as a separate line item.
 3. COG reserves the right to do its own background check(s) if it deems it necessary.
- H. COG will provide one identification badge for each temporary worker. The badge shall be returned to COG OHRM immediately upon termination of the work. Contractor(s) shall ensure that temporary workers have turned in all COG-issued property upon termination of the work.
- I. Contractor(s) shall ensure that workers are properly attired for the position.

VIII. JOB CATEGORIES

A. GROUP A

1. Receptionist
2. Administrative Assistant
3. HR Assistant
4. Accounting Assistant
5. Administrative Coordinator

B. GROUP B

1. Accountant
2. Financial/Grants Analyst
3. Budget Analyst
4. HR Analyst
5. Public Affairs Professional
6. Writer/Media

C. GROUP C

1. Help Desk Technician
2. IT Junior Support
3. Network Systems Administrator

D. GROUP D

1. Environmental Consultants
 - a. Environmental Educators
2. Homeland Security Consultants
 - a. Emergency Management Planner
 - b. Fire Service Planner
 - c. Emergency Medical Services Planner
 - d. Law Enforcement Planner
 - e. Other Specialties as Necessary
3. Community Development
4. Transportation Consultants
 - a. Transportation Planner
 - b. GIS Analyst

IX. WORKING HOURS AND CONDITIONS

- A. COG will specify the time for the temporary worker's arrival and departure from the workstation.
- B. Temporary workers shall not be paid for time spent applying and testing/interviewing for COG jobs or for any other time not actually spent in productive work for COG.
- C. Temporary workers shall receive one 15-minute break per each four (4) hour work period and a one-hour lunch period per each eight (8) hour work period.
- D. Work assignments shall vary depending on the need of the applicable department, and work may include weekends or after regular COG hours.
- E. In the event a temporary worker is requested initially to work a full shift and is released before four (4) hours, due to circumstances other than quality of work performance, COG shall be billed for four (4) hours.

- F. Contractor(s) shall be responsible for abiding by all labor and EEO laws. Payment for any hours worked in violation of the labor laws will be the sole responsibility of Contractor(s). COG will not provide compensation to Contractor for temporary help used in violation of the labor laws.
- G. Work shall be performed at 777 North Capitol Street, NE, Washington, DC 20002, or other work locations in cases of special meetings or COG events. Working hours are usually 9:00 a.m. to 5:00 p.m., Monday through Friday. The normal working hours per week are 40.
- H. Temporary workers may not exceed eight (8) hours a day or 40 hours per week, unless approved by COG in writing.
- I. COG will specify a time for the temporary worker's arrival at the job location. Time shall start upon the temporary worker's arrival at the job location and shall end upon leaving the job location.

X. HOURLY RATE, OVERTIME, AND BONUSES

- A. Proposers shall submit an hourly rate for each job classification proposed based on a 40-hour work week. The hourly rates shall remain firm for twelve (12) months and shall include all costs.
 - 1. The hourly rate specified for the purpose of this RFP shall be the bill rate to be paid to Contractor and shall include the hourly rate paid to the temporary worker.
 - 2. The only time a rate may change during an assignment is if the responsibilities assigned to the position have been changed such that a different job classification, as specified in the RFP, is more appropriate for the assignment. Such a change is only acceptable if OHRM has also approved the job classification change. No other increase in rates shall be permitted during the temporary worker's assignment. No change in rates shall be permitted as a result of extending an assignment.
 - 3. Other rate adjustments to this Contract may be requested once a year at the time of renewal only.
- B. The District of Columbia and Federal law require overtime to be paid for any hours in excess of 40 hours per week.
 - 1. Payment for any overtime hours worked by temporary workers without prior COG's hiring Department approval shall be the responsibility of Contractor(s). COG will not provide compensation for temporary workers used in violation of this provision.
 - 2. Time and one-half the regular hourly rate shall be paid for hours in excess of 40 hours per week in accordance with the Fair Labor Standards Act.
 - 3. Any overtime shall be approved by the COG supervisor/manager, including working through lunch, etc.
- C. COG shall not be responsible for bonuses or other payment enhancements for the temporary workers offered by Contractor.

- D. COG shall not be responsible for transportation or parking expenses for temporary workers to travel to and from COG's location. No additional charges for transportation or out-of-pocket expenses shall be charged to COG unless previously approved by COG in writing.

XI. CONVERSION TO FULL-TIME

- A. Each Proposer must state its policy on hiring temporary staffing as permanent full-time employees as part of its proposal. This includes all fees, percentages and timeframes for hiring a temporary staff person as a full-time employee.
- B. If COG hires any of a Contractor's temporary workers as its own employees, Contractor(s) shall waive any rights to any penalty or fee that Contractor(s) might seek because of the hiring action under the following two (2) circumstances:
 - 1. The temporary worker is hired by COG after being on the assignment with COG for a period of time agreed upon within the Contract.
 - 2. The temporary worker subsequently applies for and is hired using COG's normal recruitment procedure. No temporary worker shall be hired to a regular position at COG without competing for a current vacancy.

XII. PERIOD OF PERFORMANCE

- A. The period of performance shall commence upon execution of an awarded contract and continue for two (2) years from that date.
- B. COG may, at its discretion, offer to extend the contract for a period of up to two (2) years per extension period. In no case shall the total duration of any contract awarded extend past ten (10) years from the date of execution. No guarantee is made regarding any period of extension under this contract.

XIII. 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 identifies the need and available budget for services or personnel, 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 Contractors and reviewers. Contractors will be invited to submit supplemental proposals in response to each individual Task Order.
- D. Task Orders will be reviewed and evaluated by COG and an award shall be determined based upon criteria stated in the Task Order, typically including the submitted personnel's qualifications and experience and the cost.
- E. Awarded Task Orders will be issued on a Firm Fixed Price basis with a Not-to-Exceed ceiling amount and a projected period of services.

XIV. 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. 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.
 7. Contractor(s) may be asked to furnish COG, at the end of the fiscal year (June 30), a report containing all temporary workers Contractor has provided, including job classification, bill rate, dates worked, hours worked, total dollars billed, and a grand total for all amounts billed to COG. Such reports shall be provided no later than 30 days after the end of the fiscal year.

XV. PRICES/BILLING

- A. Unless stated otherwise herein, all prices offered by Proposer shall be firm against any increase for the duration of the initial contract period.
- B. Prior to any renewal(s), COG will accept a request for price adjustments up to the level of the Consumer Price Index-All Urban Consumers-Washington-Baltimore, DC-MD-VA-WV-All Items, Not Seasonally Adjusted (CPI-U), as published by the United States Department of Labor, Bureau of Labor Statistics, exactly 60 days prior to the renewal date. Contractor(s) shall request all price adjustments in writing at least 60 days prior to the renewal date. COG reserves the right to accept, reject, or modify the request for a price adjustment. If COG approves a price adjustment, the price shall remain firm for the renewal term for which it was requested.

- C. 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.
- D. 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.
- E. For all transactions, Contractor shall have a valid W-9 form on file with COG.
- F. Payments shall be made via Electronic Payment, as defined above. Additional details can be found below at Attachment A, Paragraph XIII.

XVI. 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 Contractor before a separate contract can be entered into.
- E. All purchases and payment transactions will be made directly between Contractor and the Participating Agency except where otherwise noted.

XVII. 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 personnel, period, rate, and total cost 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 as part of its pricing structure an administrative fee paid to COG equivalent to three percent (3.00%) of gross sales to Participating Agencies under this specification. Contractor 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.

XVIII. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

- A. Disadvantaged Business Enterprise (“DBE”) participation shall be an integral component of Contractor selection process for this RFP. COG’s DBE Policy may be viewed on its website www.mwccog.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** – Contractor or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT assisted contracts. Failure by 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 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.

XIX. 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	%
Demonstrated Direct Relevant Experience of the Firm, Key Personnel, and any Subcontractors	50
DBE Participation	15
Cost and Pricing Analysis	35
TOTAL	100

XX. 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. A summary of Proposer's business, including years in business, particular specialization.
 2. Proposer's local branch offices within twenty miles of Washington, DC, including the Proposer's personnel to be assigned as contact person(s) for management of an awarded contract.
 3. A description of Proposer's recruitment, screening, and interview practices for temporary personnel.
 4. A list of benefits provided to temporary personnel.
 5. The policy for clients to hire temporary personnel as full time employees.
 6. The replacement and credit policy for unsatisfactory temporary personnel placement.
- 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 [not to exceed 10 MB]

1. Letter of Interest
2. Table of Contents
3. Executive Summary of Proposer
4. Proposer's Prior Experience and Background
5. Recruitment, Screening and Interview Practices
6. Benefits
7. Conversion Policy

8. Replacement and Credit Policy

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

1. Proposal Form (Section XIII), including price proposal. Additional pages will need to be included.
 2. Attachments B, C, and E, completed.
 3. Certification from any qualified DBE vendors referenced in Attachment E.
 4. A Certificate of Insurance for Proposer and all proposed Subcontractors (See below).
- C. The requested Letter of Interest must be signed by an authorized principal or agent of 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 D).
 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://mwcog.net>. If Proposer is not registered, please do this before accessing the LOCKBOX.

2. To register:
 - a. Go to the portal at <https://mwcog.net> and click the Vendors listing the left menu on the page.
 - b. Click Register and fill out the form. NOTE: 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://mwcog.net> and click on Solicitation Listings tab.
 1. Select "Metropolitan Washington Council of Governments" from the list.
 2. Those solicitations utilizing the VRS Lockbox service will be highlighted with a LOCKBOX button.
 3. Click on the LOCKBOX button.
 4. If Proposer is interested in submitting a response to this solicitation, click on the REQUEST button. After providing the VRS vendor ID and VIN, 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).
 - i. 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.)

XXI. PROPOSAL FORM

TO: Metropolitan Washington Council of Governments

Pricing Matrix

Position	Min	Max
GROUP A		
Receptionist		
Administrative Assistant		
HR Assistant		
Accounting Assistant		
Administrative Coordinator		
GROUP B		
Accountant		
Financial/Grants Analyst		
Budget Analyst		
HR Analyst		
Public Affairs Professional		
Writer/Media		
GROUP C		
Help Desk Technician		
IT Junior Support		
Network Systems Administrator		
GROUP D		

Position	Min	Max
Environmental Consultants		
Environmental Educators		
Homeland Security Consultants		
Emergency Management Planner		
Fire Service Planner		
Emergency Medical Services Planner		
Law Enforcement Planner		
Other Specialties as Necessary		
Community Development		
Transportation Consultants		
Transportation Planner		
GIS Analyst		

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/Debarment Affidavit (completed form)	YES_____	NO_____
Attachment D: DBE Plan Goals Submission (completed form)	YES_____	NO_____
Attachment E: COG Cooperative Rider Clause (acknowledgement)	YES_____	NO_____
*Exceptions Taken (Attached to File 1)	YES_____	NO_____
Proof of Insurance - ACORD Form 25 (Attached to File 2)	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. Exceptions to Terms of the RFP will not be accepted after award. COG is not required to accept the exceptions taken.*

Addendums (if applicable)

Acknowledgement

Addendum #1

YES____ NO____

Addendum #2

YES____ NO____

Addendum #3

YES____ NO____

Others _____

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 as part of the Proposal.
Failure to do so may disqualify the Proposer now or at a later time.***

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

I. Amendment

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

II. Bankruptcy

Upon filing for any bankruptcy proceeding by or against Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, 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 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

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

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 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. 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 Contractor's performance. 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. 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 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 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 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. 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 Contractor pursuant to this Contract shall be made no later than 30 days after receipt of a proper invoice from 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 Contractor that are pertinent to this Contract. All such fiscal records, books, documents, papers, plans, and writing shall be retained by Contractor and kept accessible for a minimum of three (3) years, except as required longer by law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Contract, whichever date is later.
- C. All subcontracts shall also comply with these provisions.

XV. Remedies

- A. Corrections of errors, defect and omissions. Contractor agrees to perform the work as may be necessary to correct errors, defects, and omissions in the services required under this Contract, without undue delays and without cost to COG and/or members. The acceptance of the work set forth herein by COG and/or members shall not relieve 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 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 Contractor or by virtue of the failure or refusal of Contractor to perform the services or any part of the services in a satisfactory manner. Nothing herein shall be construed to relieve Contractor of liability for additional costs resulting from a failure to satisfactorily perform the services.
- C. Cumulative. All rights and remedies of COG/ members and Contractor shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of the COG and/or members by law.

XVI. Responsibility of Contractor

- A. Contractor shall perform the services with the standard of care, skill, and diligence normally provided by a Contractor in the performance of services similar the services hereunder.
- B. Notwithstanding any review, approval, acceptance or payment for the services by COG, Contractor shall be responsible for the professional and technical accuracy of its work, design, drawings, specifications and other materials furnished by Contractor under this Contract.
- C. If 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 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 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 Contractor.
- B. The notice shall specify the acts or omissions relied upon as cause for termination.
- C. All finished or unfinished work provided by Contractor shall, at COG's and/or members option, become COG's and/or member's property. COG and/or members shall pay Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Contractor's breach. If the damages are more than the compensation payable to Contractor, 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 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 Contractor up to the date of termination. However, 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 Contractor's rights under any termination clause in this Contract.
- B. The effect of termination of the Contract hereunder will be to discharge both 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. 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 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)

REFERENCE NAME _____

CONTACT NAME _____

ADDRESS _____

TELEPHONE NUMBER _____ EMAIL ADDRESS _____

REFERENCE NAME _____

CONTACT NAME _____

ADDRESS _____

TELEPHONE NUMBER _____ EMAIL ADDRESS _____

REFERENCE 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: 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: _____

See Next Page for additional DBE subcontractors

RFP 24-011 TEMPORARY STAFFING AGENCIES

DBE SUBCONTRACTOR #___	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: _____

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

Copy for additional DBE subcontractors

ATTACHMENT E: 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, DC.

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, agree to the terms and conditions of the resulting contract to the extent that they can be reasonably applied to the Participating Agency.
- B. A Participating Agency may also negotiate additional terms and conditions specific to their local requirements upon mutual agreement between the parties.

III. Other Conditions - Contract and Reporting

- A. The resulting contract shall be governed by and "construed" in accordance with the laws of the State/jurisdiction in which the Participating Agency is officially located.
- B. Contract obligations rest solely with the Participating Agency only.
- C. Contractor must provide semi-annual contract usage reporting information to COG, including but not limited to quantity, unit pricing and total volume of sales by entity on demand and without further approval of Participating Agency;
- 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. 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 _____