



Metropolitan Washington
Council of Governments

REQUEST FOR PROPOSALS NO. 24-015

**U.S. Department of Transportation (DOT)
Federal Highway Administration (FHWA)
Charging and Fueling Infrastructure Discretionary Grant
Partnerships and Support**

Submissions must be submitted to COG's Electronic Solicitation Lockbox.
See Lockbox Instructions in Section XIV.D.

Proposals are due no later than 2:00 p.m. EDT, on July 25, 2024.

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I. SUMMARY

Services requested	Qualified partners to support COG’s proposal to the U.S. Department of Transportation Grant Charging and Fueling Infrastructure (CFI) Program.
Contract type	Firm Fixed Price
Number of contracts/agreements	Multiple
Duration of contract/agreement	Work activities and funding for the Project will begin from the Task Award date through September 30, 2030. 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	June 27, 2024
Deadline for questions about RFP	July 11, 2024
Deadline for COG responses to questions	July 18, 2024
Deadline for proposals	July 25, 2024, 2 pm EDT

II. BACKGROUND

- A. This request for proposals is being issued by the Metropolitan Washington Council of Governments (“COG”). The selected partner(s) (“Partner”) or contractor(s) (“Contractor”) shall support COG and other government efforts to apply for and secure U.S. Department of Transportation Charging and Fueling Infrastructure (CFI) Grant Program (“Project”).
- B. The Metropolitan Washington Council of Governments 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.
- C. 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. 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 Contract based on this solicitation.
 3. *Subcontractor*. An individual or business firm contracted to perform part or all of a Contractor’s contract.
 4. *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.
- B. The following acronyms may be used throughout this RFP:

COG	Metropolitan Washington Council of Governments
CFI	Charging and Fueling Infrastructure
DBE	Disadvantaged Business Enterprise
EEA	Equity Emphasis Area
FHWA	Federal Highway Administration
DOT	U.S. Department of Transportation
GHG	Greenhouse Gas
IDIQ	Indefinite Delivery/Indefinite Quantity
MSA	Metropolitan Statistical Area
MPO	Metropolitan Planning Organizations
MWCOG	Metropolitan Washington Council of Governments
NOFO	Notice of Funding Opportunity
RFP	Request for Proposals / Request for Partners

IV. BACKGROUND

- A. COG is soliciting partnership applications from eligible entities (“Applicant” or “Applicants”). The goal of this Request for Proposals is to select, through an open and competitive process, Project Proposal Teams (“Proposal Teams”) to apply for federal funding for deployment of publicly accessible electric vehicle charging infrastructure and hydrogen fueling infrastructure, including acquisition, construction, installation, operation and maintenance.
- B. COG seeks partners for its application to a competitive US Department of Transportation (“US DOT”) grant opportunity to offer technical expertise, service and infrastructure capabilities, knowledge, funding and financial support, and strategic locations to deploy clean transportation infrastructure and services. The anticipated application would benefit States and localities in the region with transportation infrastructure necessary to provide community electric vehicle charging (“EVSE”) and/or hydrogen fueling. COG may include multiple partners in its US DOT application(s).

- C. COG is applying to the US DOT Charging and Fueling Infrastructure (“CFI”) Discretionary Grant Program under its "community program" or “Corridor” offerings. COG intends to apply for an amount between \$500,000 and \$15,000,000
- D. COG will only award a grant in response to this Request for Partners if US DOT awards COG the CFI funding for it.
- E. The following are eligible to apply: Nonprofit organizations, including those with IRS 501(c)(3) or 501(c)(4) determinations; Faith-based organizations; Government agencies; Universities/educational institutions; Transportation Authorities, Utilities, and Private Enterprises.
- F. If COG is awarded a grant from FHWA under the CFI program, COG intends to enter into Contracts with the successful Applicant(s), who will subcontract as necessary.
- G. COG is applying to US DOT for the CFI grant to accomplish the following:
 - 1. Neighborhood and Multi-Family Charging: Provide convenient, affordable access to charging infrastructure in public or shared private locations within walking distance of where future EV owners live, potentially including multi-family properties and curbside installations in urban neighborhoods
 - 2. Multi-Model Hubs and Shared-Use Fleets: Seek to connect or promote rental vehicle, taxi, carshare, ride-share, ride-hail, bicycle, micromobility, microtransit, and other electrified or alternative fuel multi-passenger or active mobility options that provide alternatives to individual vehicle ownership. Projects may also seek to connect national freight corridors with local delivery providers and fleets.
 - 3. Multi-Purpose Workplace and Destination Charging: Destination charging that corresponds to locations where vehicles are likely to be parked for an extended period of time facilitates convenience and often allows for lower-power, low-cost charging. Locations can serve multiple purposes allowing employees, customers, or visitors to use a location to both park and charge their vehicle.
 - 4. Community Fleets and Freights: Enable local medium- and heavy-duty electrification and alternative fuel use for Class 3 through Class 8 Vehicle fleets for use cases including, but not limited to municipal services, first-mile/last-mile, and hybrid deployments that combine dedicated infrastructure for medium- and heavy-duty vehicles with co-deployed charging for light-duty passenger vehicles. The deployment of these projects should align with Phases 1, 2, or 3 of the National [Zero Emission Freight \(ZEF\) Corridor Strategy](#), as specified in the Appendix for each Phase.
- H. Projects shall be located on any public road or in other publicly accessible locations, such as parking facilities at public buildings, public schools, and public parks, or in publicly accessible parking facilities owned or managed by a private entity.
- I. The CFI Community Program identifies priority communities for infrastructure funding, including Rural Areas (outside a census-defined urbanized area), Disadvantaged (in a

census-defined urbanized areas), Near Disadvantaged (within a ½-mile radius of a disadvantaged community in a census-defined urbanized area), Low Ratio of Private Parking Spaces to Households, High Ratio of Multiunit Dwellings to Single Family Homes, and Federal Recognized Tribes. Please refer to the [Federal Justice 40](#) objectives, the [Climate and Economic Justice Screening Tool](#) (CEJST), and [COG Equity Emphasis Areas](#).

V. GENERAL REQUIREMENTS

- A. The successful Applicants must demonstrate capacity, expertise and experience in:
 1. Provision of publicly accessible site location(s);
 2. Supply of electric charging or hydrogen fueling infrastructure;
 3. Installation of electric charging or hydrogen fueling infrastructure; and
 4. Operation and maintenance of electric charging or hydrogen fueling infrastructure.
- B. Each Applicant must demonstrate its ability to carry out the activities for the partnership as they may receive a grant. A review panel will evaluate the applications for the RFP according to the stated list of criteria in the project's description. The most responsive application/s will be recommended for the partnership.
- C. Specifically, an award will be made based on eligibility, the extent to which the proposed project fits within the scope and available funding of the grant, strength of the application, and the organization's capacity to achieve the grant's goals.
- D. Applicants should identify project site locations that are within the COG region. See: <https://www.mwcog.org/about-us/cog-and-our-region/local-governments/> COG will also consider proposals from partners and coalitions that extend beyond the border of the COG region, including adjacent or nearby states and counties in the mid-Atlantic region and highway corridors serving the region or larger area.

VI. SPECIFIC REQUIREMENTS

- A. If COG's application is successful, the CFI grant will provide awards covering 80 percent of the total cost of projects. US DOT will require COG to show that the aggregate of the projects supplies an overall 20 percent match. COG is looking for partners that would fully cover the 20 percent total project match requirement. Each applicant should describe how they will contribute to the federally-required match.
- B. Partner(s) or Contractor(s) shall only be reimbursed for eligible expenses requested via a Contract, Task Order or Work Assignment and associated Purchase Order. Once COG and Contractor agree on Pricing, COG will issue a Contract, Work Assignment, and Purchase Order.
- C. Upon acceptance of COG's award of the grant, the Applicant team must provide the following documents:

1. Certificate of Insurance. The Applicant shall submit a certificate of insurance giving evidence of the required coverage. Ordinarily, COG will presume that the budget covers the cost of this required insurance and will not later adjust the grant award for this amount.
 2. Assurance of Continued Truth and Accuracy. Upon receiving DOEE's Grant Award Notice, COG must notify DOEE of any changes that may have occurred to Applicant's organization since the time of submission of its original application. This obligation continues through the grant period.
- D. Upon acceptance of COG's award of the grant, the Applicant must submit quarterly progress reports during the project period.
- E. Upon acceptance of COG's award of the grant, Applicant must provide for physical security, ensure stations are accessible to the public at least as frequently as the operating hours of the site host, and ensure that chargers are maintained for at least 5 years from the initial date of operation. If a cost share of the income is received at project sites, Applicant must leverage that income to support necessary improvement, proper operation, and maintenance of the EV charging station(s).
- F. Applicant EV charging infrastructure projects must comply with the National Electric Vehicle Infrastructure Minimum Standards and Requirements Rule (23 CFR Part 680). Some highlights include:
- These Standards specify technical aspects of charging infrastructure including connector types, power levels, minimum number of charging ports per station, minimum uptime (reliability standards), payment methods, and more; data submittal requirements; workforce requirements for installation, operation, or maintenance by qualified technicians; interoperability of EV charging infrastructure; traffic control devices and signage; network connectivity; and publicly available information.
 - FHWA recommends that charging stations be designed and constructed according to the U.S. Access Board Recommendations to demonstrate ADA compliance and optimize usability for persons with disabilities.
 - Note: There are EV charging infrastructure providers that have technology to meet these requirements. Examples include Blink Series 8 models and ChargePoint model 6000.
- G. Eligible CFI projects are generally the type of actions that would not be expected to result in significant environmental impacts; however, Applicant projects should consider if any level National Environmental Policy Act (NEPA) review is needed.
- H. Additional administrative and national policy requirements are outlined in section F.2 of the NOFO and include Build America, Buy America Act; Disadvantaged Business Enterprise (DBE) Program; Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards; Title VI of the Civil Rights Act and implementation regulations; Federal Contract Compliance; and the Davis-Bacon Act.

VII. APPLICATION CONTENT

COG intends to fund a project that will benefit the environment. The application should, in increasing levels of detail, explain how the Applicant will accomplish this.

- A. *Project Summary.* Provide a brief one paragraph summary that explains the project.
- B. *RFP Narrative.* Enter the project application narrative in the sections provided. Address the following:
 1. Project Description

Applicants must complete the table in Exhibit A, which requests specific information about each proposed EV charging site required by the NOFO. Additional information to describe in the Project Description is below.

Applicants must address how their project appropriately mitigates any safety risks introduced by the project. Describe how your project(s) provide positive safety benefits for all users; does not negatively impact safety for all users; and promotes safety through design.

Applicants must address how the project will consider climate change, resilience, and environmental justice in the planning stage and in project delivery. Describe any unique climate resilience or sustainability aspects of your proposed EV charging or hydrogen fueling infrastructure project(s). Examples include if proposed sites are located in a resilience hub, connected to a microgrid, will be solar powered, or feature vehicle-to-grid capability.

Applicants must address how their project will remove transportation related disparities to all populations in a project area. Description may include how the project(s) increase affordable transportation options; enables all people within the multimodal transportation networks to reach their desired destination safely, affordably, and with a comparable level of efficiency and ease; incorporate and support integrated land use, economic development and transportation planning to improve the movement of people and goods and local fiscal health, facilitates main street revitalization; etc.

Describe any anticipated project risks and how they will be mitigated. An example of a project risk is a location with limited cellular coverage that may impact EV charging infrastructure operation. These locations may include parking garages, super dense areas, or locations with thick concrete. However, this is simply managed with cellular boosters. Another example is charging overage, where people keep their car charging longer than it takes for their car to charge. Four-hour time limits can be set. When a charging spot is busy, EV drivers can use an app or tap in at a station to get in line to charge on a Waitlist, regardless of whether they're at home, on their commute or pulling into the lot. The Waitlist prompts drivers to move as soon as their vehicles are charged, while notifying waiting drivers that a charging spot has opened up. This helps discourage squatting behaviors and gives everybody the opportunity to "fill up."

Describe how your organization will help ensure that this project supports the creation of good-paying jobs with the free and fair choice to join a union and the incorporate strong labor standards and diverse workforce programs. CFI applications need to demonstrate that the project will (1) create good-paying jobs with free and fair choice to join a union and expand strong labor standards including, but not limited to the use of project labor agreements; (2)

promote investments in high-quality workforce development programs with supportive services to help train, place, and retain people in good-paying jobs or registered apprenticeships, with a focus on women, people of color, and others that are underrepresented in infrastructure jobs (people with disabilities, people with convictions, etc.); (3) use hiring policies and provide a workplace culture to promote the entry and retention of underrepresented populations; and (4) promote local inclusive economic development and entrepreneurship such as the use of DBEs, Minority-owned Businesses, Women-owned Businesses, or 8(a) firms. In addition, Applicant should indicate willingness to coordinate with COG and partners on workforce development trainings as well as career fairs and listening sessions in disadvantaged and rural communities.

2. Project Budget

You must submit a numeric budget and a separate budget narrative as part of your application under the heading “Proposed Project Budget”.

The budget narrative must include a funding summary statement should confirm the total proposed EV charging or hydrogen fueling infrastructure sites, the total cost, total funds requested from the CFI program (maximum of 80% of total project costs), and your total cost share (minimum of 20% of total cost). An example statement would be:

[Potential Partner Name] is proposing 10 sites for EV charging infrastructure. The total funds requested for this project partner are \$400,000. [Potential Partner Name] will match 20 percent at \$100,000.

The budget narrative must explain and justify every line item in the numeric budget. The explanation should be thorough enough to allow a reviewer to understand why expenditure levels were chosen and how the line-item amounts were derived. For example: “Personnel will be paid \$xx per hour times xx hours.”

The budget narrative must describe cost estimates for each proposed site. Costs are influenced by development phase activities, level of site EV readiness and pre-construction activities (including utility upgrades needed), number of stations and ports, level of charging (Level II or DCFC), operations and maintenance, need for floodproofing (if located in a floodplain or site experiences urban inland flooding), etc.

The budget narrative must describe how the applicant will satisfy the 20 percent cost share requirements.

The budget will be the basis for COG’s later evaluation of the project and payment requests. COG will require documentation for grant payments, and the entire grant will be subject to audit.

Some guidance on cost estimates provided by the CFI Round 2 NOFO is as follows:

- The type of award is a cost reimbursement grant. Recipients of CFI Program Grant awards will not receive lump-sum cash disbursements at the time of award announcement or obligation of funds. Instead, FHWA will reimburse CFI Program Grant funds to recipients only after a project agreement has been executed, allowable expenses are incurred, and valid requests for reimbursement are submitted.
- DOT will not consider previously incurred costs, previously expended or encumbered funds, or any CFI Program funds received towards the matching requirement for any project.

- Cash or “hard” matching includes cash spent for project-related costs. The allowable cash match must include costs that are necessary, reasonable, and allowable under the federal program.
- An overview of the U.S. Department of Transportation’s Understanding Non-Federal Match Requirements can be found here: <https://www.transportation.gov/grants/dot-navigator/understanding-non-federal-match-requirements>.
- Projects should seek to advance low-cost solutions with light construction, when possible.
- The CFI Community Program seeks to layer in a “dig once,” future-proofing approach to this substantial investment in EV charging and alternative fuel infrastructure. This “dig once” philosophy equates to maximizing the overall societal and economic benefits of a project while minimizing the cost and disruption of construction by considering and installing for current needs and as many of the reasonably foreseeable future needs as practicable. Examples may include, but are not limited to, communications and broadband conduits, duct banks, and adequate power distribution for multimodal vehicular charging.
- An applicant that receives a CFI grant for installation of eligible infrastructure may also use grant funds for:
 - Any related construction or reconstruction and the acquisition of real property directly related to the project.
 - Development phase activities, including planning, feasibility analysis, revenue forecasting, environmental review, preliminary engineering and design work, and other preconstruction activities.
 - Contracting with a private entity for the acquisition, construction, installation, maintenance, or operation of eligible infrastructure included in the project. Operating assistance shall be limited to costs allocable to operate and maintain the eligible infrastructure and service, and may not exceed the amount of a contract to acquire and install eligible infrastructure.
- Categorize your budget into uses such as project planning and development, ROW/acquisition costs, installation costs, operation costs, maintenance costs, etc. Include any operating subsidies that will be sought or have been obtained for EV charging or hydrogen fueling infrastructure.
- Pre-CFI Program Grant award costs (costs incurred prior to execution of a grant agreement or authorization in Financial Management Information Systems) will not be reimbursed.
- Grant funds may not be used to support or oppose union organizing, whether directly or as an offset for other funds.

On potential partner letterhead, include a letter of intent that specifies the number of EV charging infrastructure proposed and a commitment to the 20 percent match. A template is provided in Exhibit B. COG will only use the provided letter, if selected as a partner on the FHWA CFI grant application.

C. COG’s standard policy on reimbursements vs. advances

In the overwhelming majority of cases, COG’s policy is to reimburse supported, approved, and allowable expenses. If the Applicant seeks an advance payment, it must request advance payment in its application and explain why an advance payment is requested.

D. Grantee matches and other contributions

Resources provided by the applicant should appear in the column titled “Non-COG Match,” meaning the Applicant intends to provide the indicated resources (i.e., the “match,” and that the resources do not come from COG). Applicant must provide a minimum match of 20 percent in cash spent for project-related costs. The allowable cash match must include costs that are necessary, reasonable, and allowable under the federal program.

The requirements for matching funds are that they MUST:

1. be verifiable from recipient records;
2. not be allocated as contributions for other grant-funded programs;
3. not already come from federal funds unless there is specific authorization;
4. be necessary for accomplishing program objectives;
5. if the grant is based on any federal funds, be allowable and reasonable according to applicable OMB cost principles; and
6. be spent during the project period.

E. Applicant

1. Organization

Describe the named Applicant’s history, mission, and current or past projects that demonstrate the organization’s capacity to achieve the project’s goals. To provide further information, the applicant can reference its website or upload an organizational brochure or résumé under the heading “Additional Information and Document Uploads”.

2. Key personnel

Identify the key team members for the project and provide brief biographies or their résumés under the heading “Additional Information and Document Uploads”. The team members can be staff, volunteers, subgrantees, or contractors.

3. Past performance on Grants/Contracts

Identify agencies from which the Applicant has received funding as a contractor, grantee, or partner in the past five years under the heading “Additional Information and Document Uploads” in the proposal. Provide specific information, including:

- i. The grant(s) or contract(s) title;
- ii. The agency/agencies;
- iii. The grant number(s), contract number(s), or other identifier(s);
- iv. The amount(s) paid; and
- v. What was accomplished as a result of the funding(s).

Briefly describe each dispute, investigation, and/or audit, if any, related to any of these grants or contracts, or partnerships in the past five years.

F. Partners

COG awards grant to single entities. When that entity is a legal corporation or partnership, COG would award to that entity. Sometimes a “partnership” is informal, just a working arrangement. The “partners” may have decided that multiple participants can improve the success of a project. Such a partnership might be between a government agency, nongovernmental organization (NGO), company, or an individual. One of these “partners” would be the Applicant.

If one or more partners are to be involved in the project, the Applicant must describe each partner’s involvement and resource commitments. The partnering organization should attach a letter of support. If the letter is a hard copy letter or scanned, the document should be written on the partner’s letterhead and signed by its authorized official. If the letter is an email, the email should clearly identify the writer and position, the partner, its mailing address, website, and an official’s contact name, telephone number, and email address.

VIII. SCOPE OF WORK

Project proposals shall consider the following Tasks as part of the Scope of Work:

A. Task 1. Site Locations

Provide locations for publicly available charging stations and provide technical information on site locations. Contracting with a private entity for the acquisition, construction, installation, maintenance, or operation of eligible infrastructure included in the project.

B. Task 2. Technology Solution Acquisition and Deployment

Complete development phase activities, including planning, feasibility analysis, revenue forecasting, environmental review, preliminary engineering and design work, and other preconstruction activities. Complete any construction or reconstruction directly related to the project. Handle utility services, electric power, and utility-side infrastructure to support public-facing installations. Acquire and provide required technology, equipment, infrastructure, or services such as payment processing, and data management for the EVSE or hydrogen fueling infrastructure deployment.

C. Task 3. Infrastructure Operations and Maintenance

Provide for physical security, ensure stations are accessible to the public at least as frequently as the operating hours of the site host, and ensure that chargers are maintained for at least 5 years from the initial date of operation. If a cost share of the income is received at project sites, Applicant must leverage that income to support necessary improvement, proper operation, and maintenance of the EV charging or hydrogen fueling station(s).

D. Task 5. Assist COG with education and community engagement activities

Applicant should indicate willingness to coordinate with COG and partners on workforce development trainings as well as career fairs and listening sessions in disadvantaged and rural communities.

E. Task 6. Submit regular project reporting.

COG will provide a quarterly status report template with the Grant Award Notice.

IX. PERIOD OF PERFORMANCE

- A. Work activities and funding for the Project will begin from the Grant Award date through as late as September 30, 2030.
- B. The period of performance will be contingent on available funding and satisfactory performance.
- C. 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 support for specific projects from firms other than those awarded contracts through this RFP.

X. BUDGET AND PROJECT REQUIREMENTS

- A. 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.
- B. COG reserves the right to make multiple awards, partial awards, and to fund tasks or subtasks separately and/or at a later date.
- C. Contractor may propose core work activities and optional work activities for each task or subtask.
- D. A final project schedule for any issued Work Assignments will be jointly developed between Partner(s) or Contractor(s) and COG after Contract award.

XI. PAYMENTS AND DELIVERABLES

- A. All Contracts, 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. Contractors shall coordinate development of deliverables with COG, including coordinating on the proposed approach.
- D. Contractors 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.

XII. DISADVANTAGED 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 Applicant 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 Applicants 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.

XIII. 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 Applicant 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.
 - 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).
 - 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 for each contractor and subcontractor. Include contact information.

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 Proposal Response Form, Price, hourly position costs breakdown, and DBE submission documents.
3. File C – Project Staff Resumes and Project References [Firm Name]

XIV. SUBMISSION INSTRUCTIONS

- A. All Proposals must be completed by responsible company officials and submitted to the COG LOCKBOX on or before the due date and time.
- B. Proposals will not be accepted if submitted through hard copy, mail, courier, fax, email, or any other electronic method except as described below. Proposals submitted through any method other than the COG LOCKBOX system will be rejected unopened.

- C. Bidders shall submit one electronic copy to the COG LOCKBOX system in the following fashion:
1. *Registration.* To utilize the LOCKBOX service, bidder must be registered on the Mid-Atlantic Purchasing Team Vendor Registration System (“VRS”) portal at <https://mwcog.net>. If bidder is not registered, please do this before accessing the LOCKBOX.
 2. To register:
 - a. Go to the portal at <https://mwcog.net> and click the Vendors listing the left menu on the page.
 - b. Click Register and fill out the form. NOTE: Bidder will need its company information including its TIN/EIN number if bidder is a company or bidder’s SSN if bidder is a sole proprietor.
 - c. Registering will give bidder access to the LOCKBOX solicitations.
- D. *Submission.* Once registered in the VRS system go to the website at <https://mwcog.net> and click on Solicitation Listings tab.
1. Those solicitations utilizing the VRS Lockbox service will be highlighted with a LOCKBOX button.
 2. Click on the LOCKBOX button.
 3. If Applicant is interested in submitting a response to this solicitation, click on the REQUEST button. After providing the VRS vendor ID and VIN, bidder will receive a one-time use bid id and password by email.
 4. Applicant’s credentials may be used for the following:
 - a. To submit a question to COG about the RFP.
 - b. To upload bidder’s formal bid 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.
 - c. To withdraw bidder’s formal response should bidder desire to cancel its submission or to replace an already uploaded copy with a modified version.
 - d. To verify that the document in the lockbox is the one bidder uploaded.
 5. If no vendor ID is provided, Applicant will be directed to the registration page.
 6. If Applicant wants to ensure that their company details are correct prior to uploading the proposal, then logon to VRS using bidder’s VRS vendor ID and VIN then jump to the vendor summary page in VRS to make any changes desired.
 7. To return to the COG solicitation page, after registering or updating bidder’s company details, click SOLICITATION LISTINGS button on the VRS home page followed by clicking on the VIEW SOLICITATIONS button for COG on the PENDING

SOLICITATIONS page.

8. Please do not wait until the last moment to register. If problems occur during registration or submission, please contact COG's provider at customerservice@eepex.com with a copy to purchasing@mwkog.org.
- E. All questions regarding discrepancies, omissions, specifications, instructions, or the required forms may be directed via email no later than ten (10) working days in advance of the deadline to purchasing@mwkog.org. COG will post any addendum necessary to address questions no later than five (5) workdays before the due date of proposals.
- F. It is the responsibility of the offeror to check if any addenda have been issued. Addenda will be posted at <http://www.mwkog.org/purchasing-and-bids/cog-bids-and-rfps/>.
- G. Proposal responses should indicate that Applicants have reviewed the latest addenda on the Proposal Form via the Checklist.
- H. Offerors must acknowledge their understanding of all terms listed in this RFP by signing the Proposal Form as part of their submission.
- I. Any variation to the solicitation specifications should be noted by the vendor/Contractor as an exception with an explanation attached to the Proposal Form.
 1. Exceptions taken do not obligate COG to change the specifications.
 2. In some cases, exceptions may result in the Applicant 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. COG will not negotiate exceptions taken or alterations to terms and conditions of the RFP not included in the Proposal.

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 as outlined above may result in disqualification of the proposal as nonresponsive.
- C. The final recommendation for selection to the COG Contracting Officer may be made based upon interviews and/or a best and final offer submitted by the Offerors, if required by the selection committee.
- D. In evaluating the proposals, the following factors will be considered, with points awarded up to the maximum shown below:

(remainder of page intentionally left blank. Evaluation Criteria Table begins on next page.)

Evaluation Criteria	Evaluation Basis <i>Description of what evaluators will be looking for</i>	Reviewer's Score
Proposed Project Approach	Evaluators will review the proposed approach to determine the extent to which the proposed project is technically viable, cost-effective, creative, and addresses needs and desired outcomes	20
Proposed Site Locations	Evaluators will review proposed site locations to determine the extent to which they will serve transportation needs in the region as well as serve J40 communities, equity emphasis areas, or rural areas.	20
Proposed Technology Solution(s)	Evaluators will review proposed technology solution(s) to determine the extent to which they will meet the technical needs of the Project.	15
Demonstrated Experience, Capacity, and Intent	Evaluators will review the Applicant team experience, capacity, and intent to carry out the project to successful completion.	15
Demonstrated Ability to Provide Mandatory Project Cost-Share Match	Evaluators will review the Applicant team's ability to provide the mandatory project cost-share match.	5
DBE	Contracts and Purchasing will review DBE participation.	15
Cost	Contracts and Purchasing will review the costs for the proposed project.	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 Partner or Contractor within 30 days following the receipt of a correct invoice from the contractor and approval of COG Project Manager. Partner or 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 Partner or Contractor shall be bound by, and comply with, all the terms, conditions, and requirements contained within this RFP and the resulting agreement or 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. 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.

(Remainder of page intentionally left blank. Proposal Form appears on next page.)

XVII. PROPOSAL RESPONSE FORM

Required Document Checklist

Items	Acknowledgment/Attached	
File A: Technical Submission	YES_____	NO_____
File B: Administrative Submission	YES_____	NO_____
File C: Project Staff Resumes and Project References	YES_____	NO_____
Attachment A: Terms and Conditions	YES_____	NO_____
Attachment B: Non-Collusion Affidavit	YES_____	NO_____
Attachment C: DBE Plan Goals Submission	YES_____	NO_____
Exhibit A: Proposal Response Form	YES_____	NO_____
Exhibit B: Proposal Letter of Intent	YES_____	NO_____
Proof of Insurance (ACORD Form 25)	YES_____	NO_____
*Exceptions Taken	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. COG will not accept exceptions requested after the submission of Proposals.**

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 or result in withdrawal of award.

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.

Contractors may be referred to as SUBRECIPIENTS in this Attachment.

I. Compliance with Law

A. SUBRECIPIENT hereby represents and warrants that:

- 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 SUBRECIPIENT, enforceable in accordance with its terms.
- Its performance under the CONTRACT shall be in a good and workmanlike manner and in accordance with all applicable professional standards.
- 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.
- It is not in arrears in the payment of any obligations due and owing to any agency involved in this CONTRACT, 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.
- It shall comply with all federal, state and local laws, regulations, and ordinances applicable to its activities and obligations under this CONTRACT.
- It shall obtain, at its expense, all licenses, permits, insurance and governmental approvals, if any, necessary for the performance of its obligations under this CONTRACT.

B. Funding Agency Changes

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’s failure to comply shall constitute a material breach of this CONTRACT.

II. No Government Obligation to Third Parties

1. 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, SUBRECIPIENT, or any other person (whether or not a party to that CONTRACT) pertaining to any matter resulting from the underlying CONTRACT.
2. 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 SUBRECIPIENT that will be subject to its provisions.

III. **Energy Conservation** - 42 U.S.C. § 6321 *et seq.*¹

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.

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

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

V. **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. SUBRECIPIENT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 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. SUBRECIPIENT also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance.

VI. **Recycled Products** - 42 U.S.C. § 6962

¹ All references to statutes and regulations include any amendments to present.

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. SUBRECIPIENT agrees to comply with all requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), 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.

VII. Funding Agency Changes

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's failure to comply shall constitute a material breach of this CONTRACT.

VIII. Lobbying - 31 U.S.C. § 1352 et seq.
(Regarding each bid or offer exceeding \$100,000)

1. In signing the attendant proposal form above the proposer certifies, to the best of their 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.]

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

1. SUBRECIPIENT acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, 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, 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 causes 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 SUBRECIPIENT or to the extent the Federal Government deems appropriate.
2. 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 SUBRECIPIENT, to the extent the Federal Government deems appropriate.
3. 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.

X. 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, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, 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, 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 this CONTRACT:

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

In accordance with Title VII of the Civil Rights Act, 42 U.S.C. § 2000e, 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 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, 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, , 29 U.S.C. § 623 and other applicable law, SUBRECIPIENT agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, 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, 42 U.S.C. § 12112, 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, SUBRECIPIENT agrees to comply with any implementing requirements the funding federal agency may issue.

3. 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.

XI. DBE Assurance

- A. SUBRECIPIENT or any subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this CONTRACT. SUBRECIPIENT shall carry out applicable requirements of 49 CFR part 26 in the award and administration of COG CONTRACTS.
- B. All CONTRACTORS are required to make a *good faith effort* to include disadvantaged Business Enterprises (DBE) in their work under this CONTRACT.
- C. Failure by SUBRECIPIENT to carry out these requirements is a material breach of this CONTRACT, which may result in the termination of this CONTRACT or such other remedy as the COG or the participating jurisdiction(s) deem appropriate, which may include, but is not limited to:
 - (1) Withholding monthly progress payments;
 - (2) Assessing sanctions as set forth in the CONTRACT;
 - (3) Liquidated damages which will be spelled out in the CONTRACT; and/or
 - (4) Disqualifying the SUBRECIPIENT from future bidding as non-responsible.

XII. Responsibility of the SUBRECIPIENT

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

XIII. 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.

XIV. Indemnification

- A. 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.
- 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, their officers, agents, and employees.

XV. Force Majeure

- A. Neither COG nor SUBRECIPIENT 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 or SUBRECIPIENT's reasonable control. COG and/or its members and SUBRECIPIENT 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.
- B. The party claiming force majeure must give notice of its claim to the other party within five (5) working days.

XVI. Independent Contractor

- A. SUBRECIPIENT shall perform the work required by this CONTRACT as an "Independent Contractor." Although COG reserves the right to determine the delivery schedule for the work to be performed and to evaluate the quality of the completed performance, COG cannot and will not control the means or manner of SUBRECIPIENT's performance. SUBRECIPIENT shall comply promptly with any requests by COG 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. SUBRECIPIENT is responsible for determining the appropriate means and manner of performing the work.
- B. SUBRECIPIENT represents and warrants that SUBRECIPIENT is not an employee of COG, is not currently employed by the Federal Government, and is not an officer, employee, or agent of COG.
- C. SUBRECIPIENT shall be responsible for all federal or state taxes applicable to any compensation or payments paid to SUBRECIPIENT under this CONTRACT. SUBRECIPIENT is not eligible for any federal Social Security, unemployment insurance, or workers' compensation benefits from compensation or payments paid to SUBRECIPIENT under this CONTRACT.
- D. SUBRECIPIENT agrees to immediately provide COG notice of any claim made against SUBRECIPIENT by any third party. SUBRECIPIENT also agrees not to assign to any third party, without COG's written consent, any obligation of COG to indemnify SUBRECIPIENT for any actions under this CONTRACT.

XVII. Insurance Requirements

1. For its activities and operations, SUBRECIPIENT shall obtain, and at all times keep in effect, 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. SUBRECIPIENT 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 (Accord Form).
2. SUBRECIPIENT shall obtain, and at all times keep in effect, automobile insurance on all vehicles used in this CONTRACT. SUBRECIPIENT'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 SUBRECIPIENT 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.
3. SUBRECIPIENT shall, upon request, 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.
4. SUBRECIPIENT shall obtain and maintain at all times during the prosecution of the work under this CONTRACT professional liability insurance. Limits of liability shall be \$1,000,000 per claim and \$2,000,000 aggregate.
5. 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.
6. When insurance coverage is renewed, SUBRECIPIENT shall provide new certificates of insurance to all Contracting agencies and COG prior to expiration of current policies.

XVIII. Patent and Rights in Data.

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 section 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:
 - 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,". 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 the 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, 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 SUBRECIPIENT's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and 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. 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.

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

1. 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 SUBRECIPIENT which are directly pertinent to this CONTRACT for the purposes of making audits, examinations, excerpts, and transactions.
2. 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. 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 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.

XX. Invoicing and Payments

- A. Invoices shall be submitted not more than 30 days after the end of the month and, if submitted according to Project and CONTRACT requirements. Payments to the SUBRECIPIENT pursuant to this CONTRACT shall be made no later than 30 days after COG's receipt of a proper invoice from SUBRECIPIENT.
- B. Any invoice for work in the fiscal year (FY) must be submitted by CONTRACTOR within 30 days after the end of the COG's June 30 FY.
- C. Payments to SUBRECIPIENT pursuant to this CONTRACT shall be made no later than 30 days after COG's receipt of a proper invoice from the SUBRECIPIENT.
- D. 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.
- E. SUBRECIPIENTS will receive payment from the P-Card in the same manner as other credit card purchases. The payments typically are transferred within 48 hours.
- F. ACH transactions will be acceptable as a form of payment to COG vendors. Please keep in mind the turn-around time on ACH transactions can be as long as 30 days.
- G. Accordingly, SUBRECIPIENTS must presently have the ability to accept these P-Cards or ACH and take whatever steps necessary to implement this ability before the start of the CONTRACT term, or CONTRACT award by the COG. COG reserves the right to revise this program as necessary.

XXI. Allowable Costs

Only those costs which are consistent with Title 2 C,F,R, Part 200 shall be reimbursed under this CONTRACT.

XXII. Covenant Against Contingent Fees

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 Contracting Officer the right to terminate this CONTRACT or, in their 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 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.

XXIII. 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 CONTRACT, 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.

XXIV. Assignments

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

XXV. Breaches and Dispute Resolution.

1. Disputes

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

2. Performance During Dispute

Unless otherwise directed by COG, 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 SUBRECIPIENT arising out of or relating to this CONTRACT 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 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.

XXVI. **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 least 60 days in advance by written notice of effective date to 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 SUBRECIPIENT fails to perform in the manner called for in this CONTRACT, or if 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 30 days in advance of effective date on SUBRECIPIENT setting forth the manner in which the CONTRACT is in default. 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 SUBRECIPIENT had an excusable reason for not performing, such as strike, fire, or flood, events which are beyond the control of SUBRECIPIENT, COG, after setting up a new delivery of performance schedule, may allow 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 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 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 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 SUBRECIPIENT. Any such termination for default shall not in any way operate to preclude COG from also pursuing all available remedies against SUBRECIPIENT and its sureties for said breach or default.

4. In the event COG elects to waive its remedies for any breach by SUBRECIPIENT of any term, covenant, 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.

XXVII. Bankruptcy

Upon filing for any bankruptcy proceeding by or against SUBRECIPIENT, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, SUBRECIPIENT 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 SUBRECIPIENT responsible for damages. The exercise of this right is in addition to any other rights COG may have as provided in this CONTRACT or by law.

XXVIII. 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.

XXIX. 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 their tenure or one (1) year thereafter, shall have any personal interest, direct or indirect, apart from their official duties, in this CONTRACT or the proceeds thereof.

XXX. Interest of the SUBRECIPIENT

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. SUBRECIPIENT further covenants that, in the performance of this CONTRACT, no person having any such interest shall be employed.

XXXI. Confidential or Personal Data

- A. 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.
- B. 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.
- C. 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/parties 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 or parties 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:

[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 CONTRACT.

- 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 SUBRECIPIENT or other party.

XXXII. 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 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.

XXXIII. COG's Information Technology Policy and Facilities, Policies, Procedures,

- A. SUBRECIPIENTs that must access COG's facilities, equipment, or information technology systems or require a COG login account to perform their duties must adhere to COG's Information Technology Policies and Procedures. Such SUBRECIPIENTs will receive a copy of the policies and procedures prior to receiving access to COG's IT systems.
- B. SUBRECIPIENTs that must use any of COG's facilities or equipment must adhere to COG's Facilities, Policies and Procedures. Such SUBRECIPIENTs will receive a copy of all relevant procedures prior to receiving access to COG's facilities or equipment.

XXXIV. Audits

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

XXXV. 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 SUBRECIPIENTS. However, COG award SUBRECIPIENTS 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, county, state, congressional district, and country
 - e. Active and current SAM Unique Identifier Number
 - f. 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 SUBRECIPIENT's annual gross revenues
 - b) SUBRECIPIENT's annual gross revenue from federal awards is \$25 million or more
 - c) 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.)

XXXVI. Additional Requirements

In addition to the terms and conditions expressly referenced in this CONTRACT, 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.

XXXVII. 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 Attachment A for 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.

XXXVIII. Time is of the Essence

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

XXXIX. Entire Agreement

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.

Revised 3/14/2024

ATTACHMENT B: 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 in connection with this Proposal submitted to the Metropolitan Washington Council of Governments.

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

RFP - 24-015 Federal Highway Administration Charging and Fueling Infrastructure Grant

Name of Proposer _____

Signature

Title of Authorized Representative

ATTACHMENT C: 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: _____	
<i>Copy for additional DBE subcontractors</i>		
DBE SUBCONTRACTOR 1	Name: _____	
Street Address		Tax ID #: _____
City, State, Zip		Website: _____
POINT OF CONTACT	Name: _____	Title: _____
	Email: _____	Telephone: _____
Subcontract Value	Cost \$ _____	Percentage of total ____%
DBE Performance Period	Start ___/___/___	End ___/___/___
DBE Certification	State: _____	Certification Type: DBE (must be DBE)
	Certifying Agency: _____	
Certification Form Must Be Attached to this form	Certification # _____	Expiration Date: _____
<i>Copy for additional DBE subcontractors</i>		
DBE SUBCONTRACTOR 2	Name: _____	
Street Address		Tax ID #: _____
City, State, Zip		Website: _____
POINT OF CONTACT	Name: _____	Title: _____
	Email: _____	Telephone: _____
Subcontract Value	Cost \$ _____	Percentage of total ____%

METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS
RFP 24-015 FEDERAL HIGHWAY ADMINISTRATION
CHARGING AND FUELING INFRASTRUCTURE GRANT

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

Copy for additional DBE subcontractors

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

Copy for additional DBE subcontractors

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

Copy for additional DBE subcontractors