



Metropolitan Washington
Council of Governments

REQUEST FOR PROPOSAL (RFP) NO. 24-016

MEETING FACILITATION AND RELATED SERVICES II

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

Submission Due Date: July 18, 2024, 2:00 PM EDT

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I. SUMMARY

Services requested	Qualified personnel to conduct meeting facilitation and related services
Contract type	Indefinite Price, Indefinite Quantity (IDIQ) Master Agreements with Time & Materials (T&M) Task Orders
Number of contracts	Multiple
Duration of contracts	Thirty-six (36) months, beginning July 1, 2024, and expiring on June 30, 2027, with options to extend as described below.
Disadvantaged Business Enterprise (DBE) goal	Individual Task Orders may have a DBE goal of fifteen percent (15%)
Payment method	Net 30
Planned duration of RFP advertisement	4 weeks
Start of advertisement period for RFP	June 21, 2024
Deadline for questions about RFP	July 5, 2024
Deadline for COG responses to questions	July 11, 2024
Deadline for proposals	July 18, 2024, at 2:00 p.m. Eastern Time

II. INTRODUCTION

- A. The Metropolitan Washington Council of Governments (COG) is the regional organization of 22 of the Washington metropolitan area's major local governments and their governing officials, plus area members of the Maryland and Virginia legislatures and the U.S. Senate and House of Representatives. COG provides a focus for action on issues of regional concern, including coordinating public safety programs for the region. COG is supported by financial contributions from its participating local governments, federal and state government grants and contracts, and through donations from foundations and the private sector. More information on COG may be found at www.mwcog.org.

III. BACKGROUND

- A. COG provides executive, professional, and technical staff services to the governmental jurisdictions and agencies within the National Capital Region (NCR). The purpose of these services is to coordinate regional homeland security and emergency preparedness objectives under the mandates of the NCR Homeland Security Strategic Plan (Strategic Plan), to support enhancements to the regional homeland security governance structure, and to implement the work programs for the NCR Emergency Preparedness Council (EPC), Chief Administrative Officers' (CAOs) Committee, Regional Emergency Support Function (RESFs) 1-16 Committees, Regional Programmatic Working Groups (RPWGs) and others.
- B. Under the mandates of the Strategic Plan and pursuant to numerous Urban Area Security Initiative (UASI) and other awards of federal grant funding, a multitude of regional entities work together within the regional homeland security governance structure to build the region's preparedness capabilities. Any successful Contractors awarded any contract(s) under this Request for Proposals (RFP) will expect to work closely with both COG and NCR partners in the provision of services that are essential to the regional homeland security mission and the implementation of the Strategic

Plan. Collectively, for the purposes of this RFP, all the foregoing shall be referred to as the “Regional Mission.”

- C. An objective of the Strategic Plan is to ensure that the NCR has a region-wide capability to prevent, detect, respond, and recover in a timely manner to attacks and other events requiring tactical response and technical rescue. The overarching goal of COG’s support to NCR partners is to help ensure effective and efficient coordination and implementation of the region’s homeland security and emergency preparedness program, thereby meeting federal, state and local requirements. COG supports the region to increase security and preparedness; enhance coordination and the capacity to respond to and recover from regional emergencies; and effectively communicate with the public about preparedness and emergency response to all hazards, including terrorism. Working closely with regional partners, COG assists with coordination of homeland security programs and planning efforts. COG also works to enhance communication between local, state, and federal governments, businesses, nonprofits, and the residents of the NCR. COG additionally works to enhance information sharing and situational awareness, critical infrastructure protection, and the development and maintenance of regional core capabilities.

IV. DEFINITIONS

- A. Throughout this Request for Proposals (RFP), the following definitions shall hold:
 1. *Contracting Officer*. The Executive Director of the Metropolitan Washington Council of Governments or their designee.
 2. *Contractor*. An individual or organization awarded a prime contract based on this solicitation.
 3. *Subcontractor*. An individual or business firm contracted to perform part or all of a Contractor’s contract.
 4. *Task Order*. Task Orders are requests for proposal issued to the vendors on the Master Contracts. Responses to Task Orders will be evaluated and scored by a technical selection committee.
 5. *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.

V. STRUCTURE OF RFP

- A. COG is seeking multiple Contractors from firms experienced in providing services in the fields of meeting facilitation. These initiatives include, but are not limited to: guiding meeting participants, conducting research and analysis, supporting development of leadership strategic visions, and other tasks. Service and support requirements encompass the provision of qualified and skilled professional and support staff for a wide variety of emergency management and homeland security related tasks.
- B. COG plans to select successful Contractors to provide meeting facilitation services as needed to support the Regional Mission. All services under any contract awarded as a result of this solicitation will be accomplished on a Task Order basis. Actual Task

Orders with specifically defined scope of work are not currently available and will only be developed if and when particular work or services are needed. There is no guarantee to any Contractor that they will be awarded any Task Order or any particular work or services. A Contractor shall not commence the service under any Task Order until a purchase order has been executed by the COG Contract and Purchasing Office, a Notice to Proceed has been issued for that Task Order. The issuance of a Purchase Order could be considered a Notice to Proceed.

VI. TASK ORDER PROCESS

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

VII. SCOPE OF SERVICES

- A. The scope of services detailed herein outlines the general work which successful Proposers may be required to perform for COG and/or other organizations and government entities, whether located within or outside of the National Capital Region (“Participating Agencies”).
- B. The tasks listed below are not all-inclusive of the services which may be required under any Task Order which may be issued. Some of the Task Order work may require awardees to provide guidance, checklists, or model forms to address the area of work, or to direct or monitor performance of the work, as opposed to Contractor directly performing the work.
 - 1. Guide participants through a process or discussion.
 - a. Design agendas, identify goals and outcomes.
 - b. Identify and discuss important issues; record decisions made and actions to be taken.

- c. Develop a structure to ensure everyone’s participation.
 - d. Keep the group on agenda and moving forward.
 - e. Summarize meeting results and follow ups.
 - f. Manage meeting logistics.
2. Conduct research and analysis on identified topics or projects.
 - a. Participate in planning conversations with leadership team to identify topics or issues requiring additional research or analysis.
 - b. Administer surveys and/or hold focus groups with stakeholders and compile findings to facilitate meetings and conversations.
 - c. Conduct follow-up conversations with stakeholders as needed to advance milestones and ensure progress on identified deliverables.
3. Support development of leadership strategic vision.
 - a. Assess alignment of short- and long-term leadership strategy and vision.
 - b. Provide leadership coaching and support.
4. Identify strategic priorities and opportunities.
 - a. Identify themes, conduct stakeholder interviews, validate questions, and conduct analysis.
 - b. Design and facilitate strategic planning process.
 - c. Empower stakeholders to define short- and long-term strategic direction.
5. Align stakeholders on critical focus areas.
 - a. Integrate outcomes of strategic planning process into existing infrastructure
 - b. Build consensus on vision, plans, and methods for achieving strategic outcomes.
 - c. Ensure alignment between current and proposed strategic initiatives and leadership vision for organization/committee/agency.
 - d. Coordination on improvement actions
 - e. Ensure initiatives move towards milestones and deliver outcomes.
6. Charter and launch initiatives.

- a. Determine how to define success and how to measure results.
- b. Develop a communications strategy consistent with the strategic plan.

VIII. LABOR CATEGORIES

- A. Scoring criteria will be based on labor category distribution for fair market value of the labor categories. All rates provided will be the fully loaded hourly rates excluding any other direct cost associated with the project. Scoring will be based on the fairness and reasonableness of the rates and that proposed staff meet the criteria for the position. The labor rates provided should be used during the Task Order process to determine prices for proposed tasks.

Labor Category	Labor Category Description
Facilitation - Mid to Senior Level Audience	<p><i>Minimum/General Experience:</i> Master facilitators have more than ten years of experience delivering workshops to individual contributors, supervisors, mid to senior managers, and executives.</p> <p><i>Functional Responsibility:</i> Facilitation services are offered for the delivery of client material or content. Master facilitators provide clients with expertise in group process, business acumen, leadership development, and individual or team/systems coaching skills.</p> <p><i>Minimum Education:</i> MBA or equivalent business or government experience.</p>
Facilitation - Non-Supervisor and Entry-Level Supervisory	<p><i>Minimum/General Experience:</i> Professional facilitators have more than five years of experience delivering workshops to individual contributors and supervisory level team members.</p> <p><i>Functional Responsibility:</i> Facilitation services are offered for the delivery of client material or content. Professional facilitators provide clients with expertise in group process, business acumen, leadership development, and individual or team/systems coaching skills.</p> <p><i>Minimum Education:</i> Bachelor's Degree or equivalent business or government experience.</p>

- B. Proposers are encouraged to submit pricing for additional labor categories they may wish to offer; however, only the two above labor categories shall be considered for purposes of scoring proposals.

IX. PERIOD OF PERFORMANCE

- A. The period of performance shall commence as of August 1, 2024 and continue for a period of thirty-six (36 months), expiring on July 31, 2027. Individual Task Orders issued in the final year of the contract may extend beyond this date and may terminate independently of the master agreement.
- B. COG may, at its own discretion, based upon successful performance, extend any contract awarded as a result of this procurement for up to two (2) additional two (2) year periods.
- C. During the entire period of performance, including an extension as above, the Rider Clause (Attachment F) shall be in full effect and binding upon the Contractor.

- D. The award and resultant contract(s) shall be non-exclusive. No guarantee is made regarding specific quantities of services which may be requested under this contract.
- E. The Contracts will include the required administrative fee as set forth at Section XI, below.

X. PRICES/BILLING

- A. Unless stated otherwise below, all prices offered by Proposers shall be firm against any increase for the duration of the initial contract period as set forth at IX.A., above.
- B. For each subsequent year on the contract, the Contractor shall notify the Participating Agency at least forty-five (45) days prior to any increase taking effect.
- C. Any delivery charges, fees, insurance, expenses, and/or overhead shall be included in the price.
- D. Contractor shall set up its billing system to ensure that invoices do not include sales tax. COG, and any other using Agencies, will provide certificates of exemption for sales tax upon request.
- E. For all transactions, the successful Proposer shall have a valid W-9 form on file with COG. Proposers shall include a copy of their W-9 with the response to this RFP.

XI. COOPERATIVE PURCHASING

- A. COG, as an agent to the Participating Agencies, reserves the right to extend all of the terms, conditions, specifications, and unit or other prices of any contract resulting from this RFP to other public and non-profit agencies. This is conditioned upon mutual agreement based on the attached Rider Clause (Attachment F) of all parties pursuant to special requirements which may be appended thereto.
- B. Contractor(s) agrees to notify COG of the Participating Agencies that desire to use any contract resulting from this RFP within 30 days of receiving said requests and to provide reporting as required at Section XI, below. A Rider Request form needs to be submitted and approved prior to any awards (See sample with Attachment F).
- C. COG assumes no authority, liability, or obligation on behalf of any Participating Agency using a contract resulting from this RFP, or any Contractor, or any other entity with respect to this procurement or any contract resulting from it.
- D. Participating Agencies may have other or additional terms and conditions that must be met by the Contractor.

XII. PARTICIPATION, SALES REPORTING, AND ADMINISTRATIVE FEES

- A. Contractors shall provide summary information on the use of this contract by Participating Agencies, through the purchasing program associated with this RFP, to COG on a semi-annual basis to allow COG to monitor the program's use and benefit to its members.
- B. Semi-annual reporting Due Dates:

1. November 30 of each year, covering the prior period of May 1 – October 31
 2. May 31 of each year, covering the prior period of November 1 – April 30
- C. The semi-annual report will provide sales data broken down by item, quantity, unit cost and total for each individual Participating Agency within the timeframe laid out above. Contractor is responsible for establishing an accounting system or process that will enable the tracking and reporting of sales to Participating Agencies under this RFP.
- D. The Proposal must include an administrative fee paid to COG equivalent to three percent (3.00%) of gross invoices to Participating Agencies under this specification. The successful Proposer will be responsible for tracking and rebating this fee to COG semi-annually, based on gross sales for the periods described above and due on November 30th and May 31st of each year on all contracts made pursuant to this RFP.
- E. Failure to provide timely reporting can result in the termination of the contract.

XIII. PROPOSAL INSTRUCTIONS

- A. Proposals should provide a narrative description of special experience, capabilities, and technical resources that will be contributed to this project by the submitting firm. The following points should be addressed in the narrative description:
1. A brief description of the Contractor’s background and organizational history (including number of years in business and number of years performing services required by this RFP), and number of employees;
 2. Experience with emergency management consulting and homeland security services for jurisdictions with population and government of similar type and size; and
 3. Experience successfully completing emergency management and homeland security projects in the National Capital Region.
- B. The written proposal shall be organized to match these headings:
1. File A: Narrative and Technical Proposal
 - a. Letter of Interest
 - b. Table of Contents
 - c. Executive Summary
 - d. Team Competence
 - e. Resumes of Key Project Staff
 2. File B: Price Proposal
 - a. Proposal Form
 - b. All Documents Listed in Paragraph D, below.
 - c. Any Exceptions Taken to the RFP or any Terms and Conditions included.

- C. The requested Letter of Interest must be signed by an authorized principal or agent of the Contractor, and provide an overview of Proposer’s offer, as well as a name, title, phone number, and email address of the person to whom questions may be directed concerning the proposal.
- D. Proposers must include the additional documentation specified below in their RFP submission or they may be determined to be non-responsive and subject to rejection. See the Proposal Checklist below.
1. Please complete attached PROPOSER QUALIFICATION FORM (Attachment B).
 2. Proposer shall complete the CONTACT INFORMATION FORM (Attachment C) in its entirety and designate a dedicated contact as Key Personnel.
 3. Each Proposal shall be accompanied by a NON-COLLUSION AFFIDAVIT regarding price fixing, gratuities, bribery, and discriminatory employment practices. When the Proposer is a corporation, a duly authorized representative shall execute the affidavit (Attachment D).
 4. REFERENCES are to be provided from three (3) other clients who are being, or have been, provided by the Proposer with similar products, services, and scope of work (Attachment E).
 5. Proof of insurance, in the form of an ACORD Form 25 must be provided as per the Terms and Conditions (Attachment A).
 6. Proposer shall include a copy of their W-9.
- E. All Proposals must be completed by responsible company officials and submitted to the COG LOCKBOX on or before the due date and time.
- F. Proposals will not be accepted if submitted through hard copy, mail, courier, fax, email, or any other electronic method except as described below. Proposals submitted through any method other than the COG LOCKBOX system will be rejected unopened.
- G. 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.
- H. *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 Proposer is interested in submitting a response to this solicitation, click on the REQUEST button. After providing the VRS vendor ID and VIN, bidder will receive a one-time use bid id and password by email.
4. Proposer'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, proposer will be directed to the registration page.
6. If proposer wants to ensure that their company details are correct prior to uploading the proposal, then logon to VRS using bidder's VRS vendor ID and VIN then jump to the vendor summary page in VRS to make any changes desired.
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.
- I. All questions regarding discrepancies, omissions, specifications, instructions, or the required forms may be directed via email no later than ten (10) working days in advance of the deadline to purchasing@mwkog.org. COG will post any addendum necessary to address questions no later than five (5) workdays before the due date of proposals.
- J. 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/>.
- K. Proposal responses should indicate that proposers have reviewed the latest addenda on the Proposal Form via the Checklist.

- L. Offerors must acknowledge their understanding of all terms listed in this RFP by signing the Proposal Form as part of their submission.
- M. Any variation to the solicitation specifications should be noted by the vendor/Contractor as an exception with an explanation attached to the Proposal Form.
 - 1. Exceptions taken do not obligate COG to change the specifications.
 - 2. In some cases, exceptions may result in the Proposer to be disqualified or result in a lower score in the evaluation process.
 - 3. Failure to report exceptions with the submission may result in disqualification.

XIV. EVALUATION AND SCORING CRITERIA

- A. The proposals will be evaluated by a Technical Selection Committee made up of subject matter experts.
- B. In evaluating the proposals, the following factors will be considered, with points awarded up to the maximum shown:
 - 1. Technical Expertise (30%) – Proposers must demonstrate their ability to provide the services at a sufficient level of technical proficiency.
 - 2. Key Personnel, Qualifications, and Credentials (30%) – Proposers shall provide a list of personnel meeting the requested positions, with resumes attached.
 - 3. Past Performance and Experience (25%) – Proposers shall provide an outline of their corporate experience along with references from at least three (3) other government public safety organizations for which they provided a similar level of service as described in this procurement.
 - 4. Price Proposal (15%) – the rates for the personnel, as stated in the Proposal, shall make up 20% of the scoring for this RFP.

Scoring Factor Chart	
Factor	%
Technical Expertise	30
Key Personnel, Qualifications, and Credentials	30
Past Performance, Experience, and References	25
Price Proposal	15
TOTAL	100

- C. Proposers are advised to keep in mind that in the Task Order process all responses will be scored based on Disadvantaged Business Enterprise (DBE) participation receiving up to 15% of the scoring total based on level of participation. The scoring criteria for DBE will be outlined in each Task Order and is not scored in this RFP.

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

XV. PROPOSAL FORM

TO: Metropolitan Washington Council of Governments

Position	Full Loaded Hourly Rate 1 ST Year	Full Loaded Hourly Rate 2 nd Year	Full Loaded Hourly Rate 3 rd Year
Master Facilitator (Mid to Senior Level Audience)			
Professional Facilitator (Non-Supervisor and Entry-Level Supervisory)			

Proposers are encouraged to provide additional labor categories that they may offer to provide additional services using additional pages.

Required Document Checklist

Items	Acknowledgment/Attached	
Attachment A: Terms and Conditions	YES _____	NO _____
Attachment B: Proposer’s Qualifications	YES _____	NO _____
Attachment C: Contact Information Form	YES _____	NO _____
Attachment D: Non-Collusion Affidavit	YES _____	NO _____
Attachment E: References	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 now or at a later time.

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

I. Compliance with Law

CONTRACTOR hereby represents and warrants that:

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

II. **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. § 5332¹

A. 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, CONTRACTOR 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, CONTRACTOR 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.

B. **Equal Employment Opportunity.** The following equal employment opportunity requirements apply to the underlying Contract:

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

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

In accordance with Title VII of the Civil Rights Act, 42 U.S.C. § 2000e, CONTRACTOR 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. CONTRACTOR 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, CONTRACTOR agrees to comply with apprenticeship. In addition, CONTRACTOR agrees to comply with any implementing requirements the funding federal agency may issue.

2. Age

In accordance with section 4 of the Age Discrimination in Employment Act of 1967, 29 U.S.C. § 623 and other applicable law, CONTRACTOR agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, CONTRACTOR agrees to comply with any implementing requirements the funding federal agency may issue.

3. Disabilities

In accordance with section 102 of the Americans with Disabilities Act, , 42 U.S.C. § 12112, CONTRACTOR 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, CONTRACTOR agrees to comply with any implementing requirements the funding federal agency may issue.

- C. CONTRACTOR 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.

III. DBE Assurance

- A. CONTRACTOR or its SUBCONTRACTOR(s) shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. CONTRACTOR shall carry out applicable requirements of 49 CFR part 26 in the award and administration of this Contract.
- B. CONTRACTOR is required to make a good faith effort to include disadvantaged Business Enterprises (DBE) in its work under this Contract.
- C. Failure by CONTRACTOR to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as COG deems appropriate, which may include, but is not limited to:
 - a. Withholding monthly progress payments;

- b. Assessing sanctions as set forth in the CONTRACT;
- c. Liquidated damages which will be spelled out in the CONTRACT; and/or
- d. Disqualifying the CONTRACTOR from future bidding as non-responsible.

IV. Responsibility of CONTRACTOR

- A. CONTRACTOR shall perform the services with the standard of care, skill, and diligence normally provided by a Contractor in the performance of services similar to the services hereunder.
- B. Notwithstanding any review, approval, acceptance, or payment for the services by COG, CONTRACTOR shall be responsible for the professional and technical accuracy of its work, design, drawings, specifications, and other materials furnished by CONTRACTOR under this Contract.
- C. If CONTRACTOR fails to perform the services, or any part of the services, in conformance with the standard set forth in subparagraph A above, it shall, if required by COG, 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 CONTRACTOR'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.

V. 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.

VI. Indemnification

- A. CONTRACTOR shall protect, hold free and harmless, defend and indemnify COG from all liability, penalties, costs, losses, damages, expenses, causes of action, claims, or judgments (including attorney's fees) resulting from injury to, or death of, any person or damage to property of any kind, which injury, death or damage arises out of, or is in any way connected with the performance of the work or failure to perform its obligations under this Contract.
- B. This obligation of indemnification shall apply to any acts or omissions, negligent conduct, whether active or passive, including acts or omissions of CONTRACTOR's agents or employees; except that it shall not be applicable to injury, death, or damage to the property arising from the sole negligence of COG, its officers, agents, and employees.

VII. Force Majeure

- A. Neither COG nor CONTRACTOR shall be held responsible for delay or default caused by fire, riot, acts of God, declaration of emergency, or war where such cause was beyond, respectively, COG's or CONTRACTOR's reasonable control. COG and/or its members and CONTRACTOR shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- B. The party claiming force majeure must give of its claim to the other party within 5 working days.

VIII. Independent CONTRACTOR

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

IX. Insurance Requirements

- A. CONTRACTOR shall obtain, and at all times keep in effect, Commercial General Liability Insurance in the amounts listed below for its activities and operations. The insurance shall include coverage for personal injury, discrimination, and civil rights violation claims. All such insurance shall name COG as ADDITIONAL INSURED. A copy of the certificate of insurance shall be filed with COG prior to the time any services are rendered. CONTRACTOR shall maintain coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate and \$500,000 for property damage. Coverage shall be written on an occurrence form (Accord Form).
- B. CONTRACTOR shall obtain, and at all times keep in effect, automobile insurance on all vehicles used in this Contract with COG to protect CONTRACTOR against claims for damages resulting from bodily injury, including wrongful death, and property damage that may arise from the operations of any owned or hired automobiles used by CONTRACTOR in connection with the carrying out of this Contract. All such insurance shall name COG and/or individual members, their employees, and agents as ADDITIONAL INSURED.
- C. CONTRACTOR shall, upon request, provide COG with certification of Workers’ Compensation Insurance, with employer’s liability in the minimum amount required by the governing jurisdiction’s law in effect for each year of this Contract.
- D. CONTRACTOR shall obtain and maintain at all times during the prosecution of the work under this Agreement professional liability insurance. Limits of liability shall be \$1,000,000 per claim and \$2,000,000 aggregate.
- E. All insurance policies shall have a minimum 30 days’ notice of cancellation. Immediate

written notice to COG and members involved in the Contract shall be required in the event of cancellation or restriction by the insurance company of any insurance policy referred to in this section.

- F. When insurance coverage is renewed, CONTRACTOR shall provide new certificates of insurance prior to expiration of current policies to all participating agencies.

X. Ownership of Documents and Materials

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

XI. Access to Records and Reports

- A. CONTRACTOR shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles. In addition, CONTRACTOR shall maintain any other records pertinent to this Contract in such a manner as to clearly document CONTRACTOR's performance hereunder.
- B. CONTRACTOR acknowledges and agrees that COG and its duly authorized representatives shall have access to such fiscal records and all other books, documents, papers, plans, and writings of the CONTRACTOR that are pertinent to this Contract. All such fiscal records, books, documents, papers, plans, and writing shall be retained by CONTRACTOR and kept accessible for a minimum of three (3) years, except as required longer by law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Contract, whichever date is later.
- C. All subcontracts shall also comply with these provisions.

XII. 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 CONTRACTOR pursuant to this CONTRACT shall be made no later than 30 days after COG's receipt of a proper invoice from CONTRACTOR.
- 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 CONTRACTOR pursuant to this CONTRACT shall be made no later than 30 days after COG's receipt of a proper invoice from the CONTRACTOR.
- 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. CONTRACTORS will receive payment from the P-Card in the same manner as other credit card purchases. The payments typically are transferred within 48 hours.
- 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.

XIII. Contingent Fee Prohibition

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

XIV. Severability/Waiver

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

XV. Subcontracting or Assignment

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

XVI. Survival

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

XVII. Breaches and Dispute Resolution

A. 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 his/her designee. This decision shall be final and conclusive, unless within ten (10) working days from the date of receipt of its copy, the CONTRACTOR mails or otherwise furnishes a written appeal to the Executive Director or his/her designee.

In connection with any such appeal, the CONTRACTOR shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Executive Director or his/her designee shall be final and binding upon the CONTRACTOR, and the CONTRACTOR shall abide by the decision.

B. Performance During Dispute

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

C. 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.

XVIII. Remedies

A. Corrections of errors, defects, and omissions

CONTRACTOR agrees to perform the work as may be necessary to correct errors, defects, and omissions in the services required under this Contract, without undue delays and without cost to COG. The acceptance of the work set forth herein by COG shall not relieve CONTRACTOR of the responsibility of subsequent corrections of such errors.

B. Set Offs

COG may deduct from and set-off against any amounts due and payable to CONTRACTOR any back-charges, penalties, or damages sustained by COG, their agents, employees of recipients of its services, by virtue of any breach of this Contract by CONTRACTOR or by

virtue of the failure or refusal of CONTRACTOR to perform the services or any part of the services in a satisfactory manner. Nothing herein shall be construed to relieve CONTRACTOR of liability for additional costs resulting from a failure to satisfactorily perform the services.

C. Cumulative

All rights and remedies of COG/and its participating members and CONTRACTOR shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of COG by law.

XIX. Termination

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

XX. Termination of Contract for Convenience

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

XXI. Termination of Multi-Year Contract

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

not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

XXII. Bankruptcy

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

XXIII. Time is of the Essence

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

XXIV. Entire Contract

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

- a. 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:
 - i. Terms and conditions of any grant that provides funding for this Contract, in whole or in part;
 - ii. Terms and conditions set forth or referenced within this Contract;
 - iii. Terms and conditions and representations set forth or referenced within Attachments A and F to this Contract;
 - iv. Terms, conditions, specifications, and requirements set forth within any solicitation (e.g., RFP or IFB) pursuant to which this Contract was awarded;
 - v. 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.

(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 – 24-016 MEETING FACILITATION AND RELATED SERVICES

Name of Proposer _____

Signature

Title of Authorized Representative

Attachment C: Proposer’s Experience/References

Name of Proposer _____

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

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

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

1) Company Name _____

Contact Name _____

Mail Address _____

Telephone Number _____ Email Address _____

2) Company Name _____

Contact Name _____

Mail Address _____

Telephone Number _____ Email Address _____

3) Company Name _____

Contact Name _____

Mail Address _____

Telephone Number _____ Email Address _____

Attachment D: COG Cooperative Rider Clause

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

I. Format

- A. COG serves as the Lead Agency of this procurement and has included this Cooperative Rider Clause indicating its willingness to allow other public entities to participate in this procurement (“Participating Agency”) pursuant to the following Terms and Conditions.

II. Terms

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

III. Other Conditions - Contract and Reporting

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

Semi-annual reporting Due Dates beginning from Contract execution:

- November 30, covering May 1 – October 31
- May 31, covering November 1 – April 30

- D. Contractor is required to report any Participating Agency that is added to the contract and a **COG Rider Clause Approval Form** must be filled out by the Participating Agency and approved by COG (see form below).
- E. Contractor must provide to COG a semi-annual administrative fee of three percent (3.0%) on all gross sales at the time of the semi-annual report submission due dates listed above.
- F. Significant changes in total contract value may result in further negotiations of contract pricing with the Lead Agency and any Participating Agency.

Other entities outside of the COG Region are eligible to use this Rider Clause with permission.

The **Rider Approval Form** must be filled out for all users, except the government of the District of Columbia.

IV. Participating Members

COG Member Governments

- District of Columbia

Maryland

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

Virginia

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

Other Local Governments

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

Public Authorities/Agencies

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

- Washington Suburban Sanitary Commission

School Systems

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

State Agencies

- Maryland-National Capital Park and Planning Commission

Baltimore Metropolitan Council

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

COG Rider Clause
Approval Form
SAMPLE

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

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

Participating Agency Name _____
Contact Person _____
Phone _____ Email Address _____

Solicitation/Contract Information:

Name Solicitation/Contract _____
Lead Agency/Contract Holder _____
Contact Person _____
Solicitation/Contract Number _____ Other Reference _____

Vendor Information:

Contractor Name _____
Address _____
City/State/Zip _____
Contact Person _____
Phone _____ Email Address _____

See questions on next page.

Note: This is NOT a vendor form.

Questions -

YES NO

- | | | |
|---|-------|-------|
| 1. Is the Participating Agency’s specifications/scope of work the same or very similar to that in the Contract? | _____ | _____ |
| 2. Is the Contract active and currently in force? | _____ | _____ |
| 3. Please confirm your understanding that the vendor must pay a fee to COG based on sales for using this Contract. | _____ | _____ |
| 4. Is riding this Contract within the rules and regulations of the Participating Agency and approved by the Participating Agency’s Purchasing Department? | _____ | _____ |

Participating Entity

Metropolitan Washington
Council of Governments

Name _____

Name _____

Title _____

Title _____

Signature _____

Signature _____