



Metropolitan Washington
Council of Governments

REQUEST FOR PROPOSAL (RFP) NO. 24-017

**REGIONAL TRANSPORTATION DEMAND MANAGEMENT (TDM)
EVALUATION**

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

Submission Due Date: July 16, 2024, 2:00 PM EDT

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I. SUMMARY

Services requested	Consultation services to develop regional demand management evaluation
Contract type	Fixed Price
Number of contracts	One
Duration of contract	One (1) year with option to extend for up to two (2) additional years
Payment method	Net 30
Planned duration of RFP advertisement	4 weeks
Start of advertisement period for RFP	June 13, 2024
Pre-Proposal Conference Call	June 27, 2024, at 10:30 AM EDT
Deadline for questions about RFP	July 1, 2024, by 5:00 PM EDT
Deadline for COG responses to questions	July 9, 2024, by 5:00 PM EDT
Deadline for proposals	July 16, 2024, at 2:00 PM EDT

II. INTRODUCTION AND BACKGROUND

- A. The Metropolitan Washington Council of Governments (“COG”) is the regional planning 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.
- B. 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 child care 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.
- C. The National Capital Region Transportation Planning Board (“TPB”) is responsible for coordinating transportation planning at the regional level in Northern Virginia, Suburban Maryland and the District of Columbia. The TPB is the federally designated Metropolitan Planning Organization (“MPO”) for the region and plays an important role as the regional forum for transportation planning.
- D. The TPB was created in 1965 by local and state governments in the Washington region to respond to a requirement of 1962 highway legislation for establishment of official MPOs. The TPB became associated with COG in 1966, serving as COG’s transportation policy committee. The TPB is staffed by COG’s Department of Transportation Planning (“DTP”). The Commuter Connections program is administered by the TPB and is funded by the District of Columbia, Maryland, and Virginia Departments of Transportation.
- E. The TPB prepares plans and programs that the federal government must approve for federal-aid transportation funds to flow to the Washington region. Members of the TPB include representatives of the transportation agencies of the states of Maryland and Virginia and the District of Columbia, local governments, the Washington Metropolitan Area Transit Authority (“WMATA”), the Maryland and Virginia General Assemblies, and non-voting members from the Metropolitan Washington Airports Authority (“MWAA”) and federal agencies.

III. DEFINITIONS

- A. Throughout this Request for Proposals (“RFP”), the following definitions shall hold:
1. *Contracting Officer.* The Executive Director of the Metropolitan Washington Council of Governments or their designee.
 2. *Contractor.* An individual or organization awarded a prime contract based on this solicitation.
 3. *Key Personnel.* Personnel proposed by the Proposer (see below) to meet the requirements of the RFP for acceptance by COG. Any changes to the proposed personnel following the proposal must be approved by COG.
 4. *Proposer.* The party of interest submitting a proposal in response to this RFP.
 5. *Subcontractor.* An individual or business firm contracted to perform part or all of a Contractor’s contract.
 6. *Technical Selection Committee.* The Committee established to review proposals received in response to this solicitation and which recommends selection of contractors to the COG Contracting Officer.

IV. PROJECT OVERVIEW

- A. The purpose of this project is to provide the following products and services:
1. Review and Update of Current TDM Evaluation Framework - Review the current transportation demand management (“TDM”) evaluation measurements and effectiveness of methodologies currently used by COG and recommend changes to the evaluation methodologies; develop recommendations for changes as deemed appropriate, and prepare a technical report describing the review performed in this task and the recommended changes to the evaluation framework.
 2. Implement Two (2) Guaranteed Ride Home Program Surveys - Develop and implement the technical methods, automated systems and material necessary to collect data and conduct telephone, e-mail, and/or direct mail surveys for in-depth Guaranteed Ride Home program applicant surveys for the Washington region and another for the Baltimore region, as well as, prepare a technical report for both surveys that analyze survey findings,
 3. Implement the 2025 State of the Commute Survey - Develop and implement the technical methods, and material necessary to collect data and conduct telephone, Internet, and/or direct mail surveys for the Regional Commuter Connections “State of the Commute” Survey and prepare a draft technical report that analyzes the findings of the survey.
 4. Provide technical assistance for a Vanpool Driver Survey. The purpose of the survey is to analyze vanpool driver practices and to evaluate vanpooling for planning and TDM program implementation purposes in the Washington DC metropolitan region. The survey will be developed and programmed by COG/TPB staff using a third-party surveying platform. Contractor will be

expected to review the questionnaire and provide feedback. No evaluation is required.

- B. COG intends to award a single fixed-price contract for year one resulting from this solicitation to the responsible Proposer whose proposal conforms to the solicitation and will be most advantageous to COG including cost, technical, and other requirements specified herein. COG may, at its discretion, award multiple contracts if it deems such an approach to be in the best interest of COG and its regional funding partners to complete the proposed scope of work

V. SCOPE OF WORK

COG is seeking a qualified Contractor or Contractors to accomplish the following tasks:

- A. Participate in an initial project meeting with COG/TPB staff to discuss specific project tasks, including survey instrument(s), review of the current methodology to measure the impact and effectiveness of the Commuter Connections program elements, data collection and analysis, and development of the Regional Transportation Demand Management Analysis Report. Any pertinent background information will be provided to Contractor by COG after the contract award and prior to the initial project meeting.
 - 1. Contractor will also be expected to attend at least four (4) to six (6) TDM Evaluation Group and two (2) to three (3) Commuter Connections Subcommittee meetings. Participation may include preparing presentations, giving status briefings on project milestones, and giving briefings on the methodology and survey instruments described in the tasks below.
- B. Review the current evaluation measurement and effectiveness methodologies including survey questionnaires and implementation methods currently used by COG and review recommendations for changes to the evaluation methodologies from the Commuter Connections Subcommittee's TDM Evaluation Group which meets on an as needed basis.
 - 1. Review conducted for this task may lead to recommended methodology changes and/or combination of survey instruments. Consideration should be given to developing a long-term adjustment to surveying, such as integrating surveys on a continuous basis rather than triennial cycle. The review will also include the Employer Outreach data reporting activities conducted between FY 2021-2023, and the survey methodology. Contractor will also review the methodology and questionnaire used for the Washington metropolitan region Guaranteed Ride Home program applicant surveys conducted for the Washington DC and Baltimore metropolitan regions in 2022 and provide recommendations for changes if necessary.
 - 2. The review process will encompass all current and proposed survey instrument(s) and methodologies designed to collect and analyze data which will be used in the draft Regional TDM Evaluation Analysis report which will be completed by June 2026. The "2023 Commuter Connections Transportation Demand Management (TDM) Analysis Report" can be reviewed on the Commuter Connections Web site at www.commuterconnections.org by clicking on the "About Us" tab and then "Publications." Any additional pertinent background information for this task will be provided to Contractor after contract award and prior to the implementation of this task. The product of this task will be a technical report describing the recommended TDM Evaluation

Framework to be employed for the 2024-2026 Commuter Connections TDM evaluation period. A draft of the report will need to be completed prior to December 31, 2024. The final report will need to be completed no later than June 30, 2025. Both the draft and final reports need to be submitted electronically along with (1) original unbound copy of the final report, which incorporates COG staff comments and any changes. Both reports should be fully proof read for typographical and data errors prior to submission. In addition, presentations and reports that will be released for review and comment by a Commuter Connections committee group shall be submitted to COG at a minimum of three (3) weeks prior to a meeting agenda posting date in order to allow COG/TPB staff to fully review the reports.

3. The final report should be provided electronically in a format compatible with MS Word Office365.
 4. Develop and implement the technical methods, automated systems and material necessary to collect data and conduct e-mail and/or direct mail surveys for two (2) in-depth Guaranteed Ride Home (“GRH”) program applicant surveys; one (1) for the Washington metropolitan region and one (1) for the Baltimore metropolitan region. The purpose of the surveys is to obtain data on the influence of the GRH program on commute travel mode shift and overall travel behavior of a representative sample out of the approximately 4,000 Commuter Connections GRH applicants who applied or re-applied to the program between March 2022 and March 2025 in the Washington region and for the approximately 200 GRH applicants who applied or re-applied to the Baltimore GRH program between March 2022 and March 2025. COG will provide all necessary GRH applicant records for both programs. The most recent Commuter Connections Guaranteed Ride Home Program Washington DC and Baltimore regional Survey Reports from 2022 can be viewed at the Commuter Connections web site at www.commuterconnections.org by clicking on the “About Us” tab then onto “Publications.”
- C. Contractor will be responsible for all data collection and survey methodology activities including:
1. Review current survey questionnaire and provide recommendations for changes, if warranted.
 2. Randomly select the survey sample from the GRH applicant population in Washington and in Baltimore provided by COG. The sample should be adequate to achieve a total respondent population that will produce a 95% confidence level. Past surveys have had 1,370 completed interviews for the Washington DC region and 96 completed interviews for the Baltimore and St. Mary’s County metropolitan region.
 3. An introductory letter mailed or e-mailed out to the randomly selected users of the Commuter Connections Guaranteed Ride Home program in both the Washington and Baltimore regions prior to the start of survey data collection is typically sent to prospective respondents. Evaluate this current practice and recommend whether this letter is necessary. If it is determined that a letter is necessary, make changes to the content of the letter as necessary. Mailing and/or e-mailing of the letter will be conducted by COG.

4. Recommendation of survey implementation methods to obtain needed information from registrants (i.e. telephone, e-mail, direct mail, or a combination of methods).
5. If a direct mail method is used, COG will be responsible for payment of all printing and postage costs associated with a direct mail survey.
6. It should be noted that an e-mail method was used in 2019 and 2022. Telephone surveys were conducted for respondents with no-email address and for email non-respondents. When using an e-mail method not all GRH applicants may have provided an e-mail address. Of the applicants that have provided an e-mail address, there are no guarantees that the addresses are valid. Therefore, if an e-mail approach is recommended, a thorough back-up plan to reach respondents without e-mail addresses or valid e-mail addresses should be included in the proposal.
7. The GRH Applicant Survey has been programmed in the Commuter Connections online TDM software system which allows program participants in both the Washington and Baltimore/St. Mary's County GRH programs to log into their online Commuter Connections account and take the survey. Demonstration and production of a strong project management approach complete with a detailed timeline and action plan will be required to make any changes to the online GRH Applicant survey questionnaire and skip patterns. Alternatively, a survey could be programmed external to the online TDM software system if recommended by Contractor.
8. Contractor will also be required to test both surveys extensively and provide any feedback to COG/TPB staff and its TDM software system contractor on any survey question or other programming malfunctions. Contractor will also be required to coordinate its data output format to the online TDM system data output through COG/TPB staff and its TDM software system consultant.
9. If telephone surveying is proposed, recommendations for a call-back protocol for telephone surveying that will adequately address calls that were not completed on the first attempt should be included in the proposed data collection activities. If an e-mail survey is used, Contractor should propose a follow-up e-mail protocol that would mirror a similar effort by telephone.
10. If telephone surveys are used, it is recommended that the provision of a toll-free number be provided to enable respondents to call-in and complete the survey at a time convenient to them. Text reminders should also be considered. If an e-mail approach is used, then a "Help" e-mail address should be provided to the respondent to allow the asking of questions or to obtain any assistance. The toll-free number could also be given to e-mail survey contacts in the event they may be interested in completing the survey by phone.
11. Provision of interviewer training guides and the training of interviewers in methods to overcome initial respondent reluctance to be interviewed, and in interviewing techniques that result in obtaining the required completed interviews of the randomly selected sample. If an e-mail approach is used, then similar "self-help" instructions and definitions would need to be included on the e-mail version of the surveys.

12. Review the necessity of the current practice of implementing a small follow-up survey of the persons who initially refused to participate in the surveys along with non-respondents. If applicant follow-up surveys of refusals and non-respondents is to be used, then a review of the adopted survey questionnaires would need to be conducted in order to determine which questions will be needed to conduct the survey.
13. Recommend a method to conduct an internal pilot of all survey materials, questionnaires and survey methods with COG/TPB staff to determine what modifications to the survey procedures, if any, are necessary. COG is seeking to ensure the maximum possible response rate and valid responses.
14. Preparation of two (2) draft technical reports, one (1) briefing/presentation for this component of the project by June 30, 2025, and two (2) final reports in November 2025. Preparation of two (2) concise visual analysis summaries should also be created to complement the technical reports. The data collected and results from the Washington region's GRH survey will be used to compute the evaluation results for the draft regional Commuter Connections TDM Evaluation Analysis Report which will be completed by June 2026. Results from the Baltimore and St. Mary's County metropolitan region's survey will be calculated in a similar format and shared with representatives from the Maryland Transit Administration and the Maryland Department of Transportation.
15. The Technical Reports from both surveys will include the following:
 - a. Executive summary.
 - b. The summary and integration of all survey results, including cross-tabulation of variables relating to vehicle occupancy, emissions reductions, vehicle miles traveled, changes in travel mode, attitudinal responses, and other related variables.
 - c. Conclusions from the survey research conducted.
 - d. Frequency distributions of responses to all questions and cross-tabulations of selected questions as defined by COG.
 - e. Description of the selected survey methodology and the sample selection process used.
 - f. Tabulation of the outcome of all e-mail responses, calls, or direct survey mail contacts made during the course of the project, including number of refusals, telephone numbers/e-mail addresses not reached after five attempts (i.e. perpetual answering machines, busy signals, unsuccessful call-backs, and no answers), and addresses not reached due to returned or non-forwarded mail, or ineligible phone numbers (i.e. disconnected number, job change, language barrier, vacation/leave, etc.).
 - g. Copies of all survey instruments used.
 - h. Weighting of survey responses to overall Commuter Connections Guaranteed Ride Home participation totals.

16. Contractor will prepare and submit the draft reports, then once finalized, a hard copy and electronic copy of the final draft technical reports. Both reports should be fully proofread for typographical and data errors prior to submission. In addition, presentations and reports that will be released for review and comment by a Commuter Connections committee group shall be submitted to COG at a minimum of three (3) weeks prior to a meeting agenda posting date in order to allow COG/TPB staff to fully review the reports.
 17. Contractor will prepare and submit one electronic copy of each of the final reports, which incorporates COG/TPB staff comments and any changes. The final report should be provided in an electronic format compatible with MS Word Office365.
 18. Data collected from the surveys is to be cleaned, processed, processed and formatted into a cohesive dataset that is to be supplied to COG in tandem with the technical reports. CSV or a like file type should be deposited into COG's secure OneDrive.
 19. The Contractor will present all final results of the in-depth Guaranteed Ride Home surveys to the TDM Evaluation Group, the Commuter Connections Subcommittee and perhaps the Transportation Planning Board, or its Technical Subcommittee. Review and respond to all comments received from these committees and subcommittees or the TPB and prepare the final Guaranteed Ride Home Program Analysis Report incorporating comments received as appropriate.
 20. The products of this task include a completed survey of randomly selected participants for both the Washington DC and Baltimore and St. Mary's County metropolitan region GRH programs, and a draft and final draft of the GRH Applicant Survey Report for both programs.
- D. Contractor will develop and implement the technical methods, automated systems, and material necessary to collect data and conduct telephone, e-mail and/or direct mail surveys for the Regional TDM "State of the Commute" Survey. The purpose of the survey is to obtain data on overall commuter travel behavior and attitudes as well as effectiveness of Commuter Connections programs in the Washington metropolitan region. The sample should be adequate to achieve a total respondent population that will produce a 95% confidence level. The previous regional State of the Commute survey was conducted between January and April 2022. The survey used an address-based sampling (ABS) method to select a random sample of potential respondents, a postcard survey invitation delivered through the U.S. mail to selected addresses, and a respondent-administered Internet interview format for respondents to complete the survey. To boost survey response rate, survey respondents who completed the survey were offered the opportunity to participate in a random drawing for one of fifty \$250 Amazon gift cards. A total of 8,396 interviews were collected. On the base of 446,208 postcards that were distributed, this resulted in an initial response rate for the Internet survey of 1.88%. The confidence interval for the regional sample was 95% +/- 1.1 percentage points.
- E. Contractor will be responsible for all data collection and survey methodology activities which will include:
1. Develop and present a recommendation and rationale on a weighted sample size for the region which will include random households from the District of

Columbia; the counties of Arlington, Fairfax (includes the cities of Fairfax and Falls Church), Loudoun, and Prince William County (includes the cities of Manassas and Manassas Park), and the city of Alexandria, in Northern Virginia; the counties of Charles, Calvert, Frederick, Montgomery (includes the cities of Gaithersburg, Rockville, and Takoma Park), and Prince George's Counties, (includes the cities of Bowie, College Park, and Greenbelt) in suburban Maryland.

2. Develop and implement an acceptable procedure to collect basic demographic details from households with no employed persons to use in an expansion process to determine the proportion of working versus non-working households. Recommend, develop and implement an acceptable procedure to expand survey responses numerically to align the sampled survey results with published worker information for the 11 jurisdictions in the study area. Use of Computer-Assisted Telephone or similar system for telephone surveying is preferred to provide accurate management of skip patterns and to provide prompts for immediate resolution of inconsistent responses. COG is open to receiving proposals for other methods that will allow for accurate management of skip patterns and immediate resolution of inconsistent responses.
3. An Internet survey shall also be used along with a follow-up e-mail protocol that would mirror a similar effort by telephone. If telephone surveying is used, recommend a call-back protocol for telephone surveying that will adequately address calls that were not completed on the first attempt. The telephone survey sample shall include cell-phone only households and a corresponding weighting process. If telephone surveying is used, it is recommended that the provision of a toll-free number that enables respondents to call-in and complete the survey at a time convenient to them is included. For the e-mail survey approach, it is expected that an "E-mail Help" address would be made available to respondents along with the Toll-Free number in the event assistance was required or the respondent preferred to conduct the survey by telephone.
4. The provision of bi-lingual Spanish speaking interviewers and Spanish language questionnaires and other survey materials is preferred. If a Spanish version of the survey instrument is required, the consultant will be responsible for translation into all formats that are used to conduct the survey.
5. Provision of interviewer training guides and the training of interviewers in methods to overcome initial respondent reluctance to be interviewed, and in interviewing techniques that result in obtaining completed interviews. The e-mail survey approach shall also include similar "self-help" instructions along with definitions.
6. Conduct a pre-test of all survey materials, questionnaires and survey methods and samples with no fewer than 50 randomly selected households to determine what modifications to the survey procedures, if any, are necessary to insure the maximum possible response rate and valid responses.
7. Preparation of a final draft technical report and briefing for this component of the project by June 30, 2025. Preparation of a concise visual analysis summary should also be created to complement the technical report. The data collected and results from this survey will be used to compute the evaluation

results for the draft Commuter Connections Regional TDM Evaluation Analysis Report which will be completed by June 2026.

8. The draft Technical Report will include the following:
 - a. Executive summary.
 - b. The summary and integration of all survey results, including cross-tabulation of variables relating to vehicle occupancy, emissions reductions, vehicle miles traveled, changes in travel mode, attitudinal responses, and other related variables.
 - c. Conclusions from the survey research conducted.
 - d. Frequency distributions of responses to all questions and cross-tabulations of selected questions as defined by COG.
 - e. Description of the selected survey methodology and the sample selection process used.
 - f. Tabulation of the outcome of all calls or e-mail contacts made during the course of the project, including number of refusals, telephone numbers not reached after five attempts (i.e. perpetual answering machines, voice mail, busy signals, unsuccessful call-backs, and no answers), or ineligible phone numbers (i.e. disconnected number, job change, language barrier, vacation/leave, etc.), and e-mail addresses not reached due to returned or non-forwarded e-mail or returned mail related to the e-mail survey.
 - g. Tables showing relevant comparisons to data from the 2010, 2013, 2016, 2019, and 2022 State of the Commute reports.
 - h. Copies of all survey instruments used in both English and Spanish (if applicable).
 - i. Weighting of survey responses to overall working households in the region.
9. The consultant will prepare and submit a draft report, then once it is finalized, one (1) electronic copy of the report. The reports should be fully proof read for typographical and data errors prior to submission. In addition, presentations and reports that will be released for review and comment by a Commuter Connections committee group shall be submitted to COG at a minimum of three (3) weeks prior to a meeting agenda posting date in order to allow COG/TPB staff to fully review the reports. The consultant will also provide all e-mail and telephone survey data collected from all quarters surveyed in a hard copy format and ASCII format in a commonly used electronic format. Documentation of the file layout must also be provided.
10. Prepare and submit one (1) electronic copy of the final report, which incorporates COG/TPB staff comments and any changes. The final reports should be provided in a format compatible with MS Word Office 365.

11. Data collected from the surveys is to be cleaned, processed, processed and formatted into a cohesive dataset that is to be supplied to COG in tandem with the technical reports. CSV or a like file type should be deposited into COG's secure OneDrive.
 12. Present all final results of the draft State of the Commute Technical report to the TDM Evaluation Group, Commuter Connections Subcommittee and perhaps the Transportation Planning Board, or its Technical Subcommittee. Review and respond to all comments received from these committees and subcommittees or the TPB and prepare the final State of the Commute Survey Technical Report incorporating comments received as appropriate.
 13. The products from this task will include the completion of the regional State of the Commute Survey and the preparation of a draft Technical Report of the results that will be presented to several COG/TPB groups.
- F. Provide technical assistance for a Vanpool Driver Survey. The purpose of the survey is to analyze vanpool driver practices and to evaluate vanpooling for planning and TDM program implementation purposes in the Washington DC metropolitan region. The survey will be developed and programmed by COG/TPB staff using a third-party surveying platform. The consultant will be expected to review the questionnaire and provide feedback. No evaluation is required. The survey was last conducted in FY 2020. Five (5) previous studies for the region have been conducted, in the following years: 1982, 1989, 2002, 2008, and 2020.
- G. There is the potential for additional data collection and evaluation tasks in the two (2) option years following the work completed as part of the FY2025 scope. These could include, but may not be limited to, the activities below. Additionally, the consultant should be prepared to advise COG on alternative approaches to data collection and evaluation for any option year contract proposals:
1. The analysis of over 6,000 Employer records during FY 2026 as part of the Employer Outreach TDM program. COG currently uses EPA's Commuter Choice model to determine transportation and emission impacts for this measure along with Average Vehicle Occupancy (AVO) calculations from on-site employer surveys.
 2. The packaging of the 2025 State of the Commute data in FY 2026 at the state and local jurisdictional level in an electronic Excel spreadsheet format with data definitions and documentation on how to use the unweighted and weighted data.
 3. A survey of employers in Maryland who have contacted Commuter Connections for Telework will also need to be conducted and analyzed in FY 2026. Results from this analysis will be used in the Telework TDM analysis. This will also include survey data collected separately from Virginia's Telework! VA program.
 4. COG staff will conduct an electronic survey of Bike To Work Day applicants who participate in the May 2025 event. The survey will occur in FY 2026 and the consultant will be expected to review the survey instrument and recommend changes and produce an analysis report.
 5. A draft TDM Analysis Evaluation Report will need to be produced by June 30, 2026, which will compare the results of the data collection analysis for each

Commuter Connections TDM program measure to program goals. The application of the TDM Framework Methodology calculations for transportation and emission reductions will be used in this report. Review and edits to the report by the TDM Evaluation Group will occur during FY 2026 and the final report will be issued by January 31, 2027.

6. Provision of assistance to respond to data requests received by COG/TPB staff on any of the surveys conducted or on the overall Commuter Connections TDM Evaluation framework methodology.
 7. In FY 2024, a survey of Commuter Connections database account holders and applicants was conducted that obtained obtain alternative commute information, ridematching services, or signed up for any of the Commuter Connections incentive programs. The Applicant Placement Rate Survey will be conducted again in FY 2027 and will help establish several calculation factors used in the TDM Analysis Evaluation. However, this study will be part of the FY 2027 – 2029 data collection period.
 8. In FY2024, an Employer Outreach Customer Satisfaction Survey was conducted. This report presents the results of a survey of employers who currently participate or who have participated in the past in the Washington DC metropolitan regional Employer Services program operated and monitored by COG. COG/TPB introduced the Employer Services Program in 1997 to help assist employers to either start or expand commuter benefit programs and services at their worksite. The program provides employers free transportation demand management consulting services from local jurisdictions that are part of the Commuter Connections regional network. This survey is conducted every five (5) years. The next Commuter Connections Employer Satisfaction Survey will be conducted in FY 2029 and will not be part of this contract unless a different approach is agreed upon. For instance, there may be an opportunity to survey the regional business community to understand business' approaches to telework, hybrid schedules, and other commuter benefits in order to inform the Commuter Connection Employer Outreach program.
 9. In FY2021, an in-depth Retention Rate survey of both active and non-active commuters who had a Commuter Connections activity between December 2015 and November 2020 in the regional TDM software system was conducted. The purpose of this survey, which is conducted every five (5) years, is to document the retention rates of alternative mode use as a result of contacting Commuter Connections for program ser. The next survey is scheduled to be conducted in FY2026, however, this survey has been identified as a potential consolidation opportunity. The consultant should be prepared to offer options of how to gather critical information previously acquired from the Retention Rate Survey without conducting an independent study.
- H. Information and resources for all of the possible additional tasks outlined above will be given to the consultant after contract award. A full schedule of data collection activities and deadlines are shown in Exhibit A.

VI. PERIOD OF PERFORMANCE

- A. The period of performance shall commence upon execution of an awarded contract and continue through June 30, 2025.
- B. COG may, at its discretion, offer to extend the contract for a period of up to two (2) additional COG fiscal years (July to June) dependent on funding and vendor performance.

VII. SPECIAL CONDITIONS

The following conditions apply to any Contract resulting from this RFP:

- A. In the event the project is terminated by administrative action; Contractor will be paid for work performed prior to the termination of the contract.
- B. Any work to be subcontracted to a Subcontractor shall be clearly identified and such Subcontractor shall be approved by COG prior to contract issuance.
- C. The Contractor, acting as an independent contractor, shall defend and hold COG harmless from and shall be solely responsible, where found liable, for the payment of all claims for loss, personal injury, death, property damage, or otherwise, arising out of any act of omission or negligence of its employees or agents in connection with the performance of this work.
- D. In case of failure by Contractor and/or any Subcontractor to perform the duties and obligations imposed by the resulting contract, COG may, upon written notice, procure the necessary services from other sources and hold Contractor and/or Subcontractor responsible for all additional costs occasioned thereby.
- E. Contractor covenants that they presently have no interest, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. Contractor further covenants that in the performance of this contract, no person having any such interest shall be employed.
- F. In submitting a proposal in response to this RFP, and in performing services under any contract resulting from this RFP, Contractor shall be bound by, and comply with, all the terms, conditions, and requirements contained within this RFP, as well as all Exhibits and Attachments.

VIII. PRICES/BILLING

- A. The budget is not to exceed \$559,500 for year one. The budget for any option year(s) shall be determined based on available funding. The budget amount for each Task in the project is as follows:
 - 1. Task A – Review and Update of Current TDM Evaluation Framework: \$37,500
 - 2. Task B – GRH Survey Implementation: \$38,500
 - 3. Task C – State of the Commute Survey Implementation: \$466,000
 - 4. Task D – Vanpool Driver Survey Technical Assistance: \$17,500

- B. Unless stated otherwise herein, all prices offered by Proposer shall be firm against any increase for the duration of the initial contract period.
- C. Delivery charges, fees, insurance, expenses, and/or overhead shall be included in the total price. Legal fees, of any type, are not allowable without prior written approval of COG.
- D. Contractor shall set up its billing system to ensure that invoices do not include sales tax. COG, and any other using Agencies, will provide certificates of exemption for sales tax upon request.
- E. For all transactions, Contractor shall have a valid W-9 form on file with COG.
- F. Payments shall be made via Electronic Payment, as defined above. Additional details can be found below at Attachment A, Paragraph XIII.

IX. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

- A. Disadvantaged Business Enterprise (“DBE”) participation shall be an integral component of the Contractor selection process for this RFP. COG's DBE Policy may be viewed on its website www.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).
- B. COG, in accordance with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000 d – 42 and Title 49, Code of Federal Regulations, hereby notifies all Proposers that it will affirmatively ensure that any contract entered pursuant to this advertisement will afford minority business enterprises full opportunity to submit bids in response to this invitation, and will not discriminate on the grounds of race, color, sex, or national origin in consideration for an award.
- C. **DBE Assurance** – The Contractor or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.
- D. A total of 15 possible points (out of a maximum of 100 points) may be awarded for DBE participation, as measured in dollars, either as the Contractor or "Subcontractor". In the event of a tie score between 2 or more proposals, the proposal with the largest percentage of DBE participation, as measured in dollars, will be awarded the contract. DBE points are to be awarded as follows:

PARTICIPATION POINTS

10% to 14%	3
15% to 19%	6
20% to 24%	9
25% to 34%	12
35% or more	15

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

X. EVALUATION AND SCORING CRITERIA

- A. The proposals will be evaluated by a Technical Selection Committee made up of subject matter experts. The committee may hold, at COG's option, a pre-selection meeting with the top-ranked Proposers. 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 Proposers, if required by the committee.
- B. In evaluating the proposals, the following factors will be considered, with points awarded up to the maximum shown:

Scoring Factor Chart	
Factor	%
Understanding of the Requirement of the RFP; Technical Quality of the Proposal Methodology	45
Demonstrated knowledge and experience of Key Personnel and any Subcontractors, including Key Personnel's availability	25
DBE Participation	15
Cost Analysis	15
TOTAL	100

XI. PROPOSAL INSTRUCTIONS

- A. Proposals should provide a description of special experience, capabilities, and personnel that will be contributed to this project. The following points should be addressed:
1. Qualifications of Proposer and Key Personnel
 - a. This section shall provide the professional credentials and expertise of the firm(s) and key personnel assigned to this program.
 - b. Although standard personnel resumes may be included as attachments to the proposal, amplification specific to this solicitation is required in this section. The absence of such project specific information shall cause the proposal to be deemed non-responsive.
 2. Proposed Method to Accomplish the Work
 - a. In this section of the proposal, respondents must provide a detailed description of their approach for accomplishing the tasks specified herein. This section shall include a work plan and schedule and a project management plan that will detail the lines of authority and communication and will support all of the project requirements and logically lead to the deliverables required in this RFP
 - b. Timely completion of the tasks outlined and issued for this project is of critical importance. Proposers are to provide a brief description of their

current projects and the availability of key personnel proposed in this project.

3. Cost Proposal

- a. This section should provide the total costs, including all expenses, profits and fees to be charged to COG/TPB for providing the services described above. Fee description shall include media buying commission fees. In addition, should any commissions be anticipated for media placement, those commissions shall be specified.

4. References of the Proposer

- a. The proposed Consultant and any Subcontractor(s) shall provide at least three (3) references whom COG/TPB may contact regarding similar work performed.
- b. Proposers may provide letters of reference from previous relevant clients. Names, titles, addresses and telephone numbers shall be included for each reference as stipulated in (Attachment D).
- c. All three of these references shall include work in which the key personnel proposed to COG have been assigned.

- B. The written proposal shall be organized to match these headings. Proposals not meeting the requirements below will be deemed nonresponsive. All pricing information must be contained in File 2.

File 1: Narrative and Technical Proposal [not to exceed 10 MB]

1. Letter of Interest
2. Table of Contents
3. Executive Summary of Proposer
4. Proposer's Qualifications
5. Proposer's Methodology

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

1. Proposal Form (Section XIII), including price proposal. Additional pages will need to be included.
2. Attachments B, C, and D, completed.
3. Certification from any qualified DBE vendors referenced in Attachment D.
4. A Certificate of Insurance for Proposer and all proposed Subcontractors (See below).

- C. The requested Letter of Interest must be signed by an authorized principal or agent of the contractor, and provide an overview of Proposer's offer, as well as a name, title,

phone number, and email address of the person to whom questions may be directed concerning the proposal.

- D. Proposers must include the additional documentation specified below in their RFP submission or they may be determined to be non-responsive and disqualified.
1. Please complete attached PROPOSER REFERENCES, including three (3) other clients who are being, or have been, provided by the Proposer with similar products, services, and scope of work (Attachment B).
 2. Each Proposal shall be accompanied by a NON-COLLUSION AFFIDAVIT regarding price fixing, gratuities, bribery, and discriminatory employment practices. When the Proposer is a corporation, a duly authorized representative shall execute the affidavit (Attachment C).
 3. Each Proposal shall be accompanied by a DBE PLAN GOALS SUBMISSION FORM, even if Proposer is not a DBE and does not intend to include DBE subcontractors (Attachment D).
 4. Proof of insurance, in the form of an ACORD Form 25, must be provided, demonstrating that Proposer maintains the minimum levels of coverage set forth in the Terms and Conditions (Attachment A). The Certificate of Insurance does not need to name COG as additional insured, but it must show Proposer carries all the required insurance at the required levels.
- E. All Proposals must be completed by responsible company officials and submitted to the COG LOCKBOX on or before the due date and time.
- F. Proposals will not be accepted if submitted through hard copy, mail, courier, fax, email, or any other electronic method except as described below. Proposals submitted through any method other than the COG LOCKBOX system will be rejected.
- G. Proposers shall submit one electronic copy to the COG LOCKBOX system in the following fashion:
1. *Registration.* To utilize the LOCKBOX service, Proposer must be registered on the Mid-Atlantic Purchasing Team Vendor Registration System (“VRS”) portal at <https://mwcog.net>. If Proposer is not registered, please do this before accessing the LOCKBOX.
 2. To register:
 - a. Go to the portal at <https://mwcog.net> and click the Vendors listing the left menu on the page.
 - b. Click Register and fill out the form. NOTE: Proposer will need its company information including its TIN/EIN number, if Proposer is a company, or Proposer’s SSN, if Proposer is a sole proprietor.
 - c. Registering will give Proposer access to the LOCKBOX solicitations.
- H. *Submission.* Once registered in the VRS system go to the website at <https://mwcog.net> and click on Solicitation Listings tab.

1. Select “Metropolitan Washington Council of Governments” from the list.
2. Those solicitations utilizing the VRS Lockbox service will be highlighted with a LOCKBOX button.
3. Click on the LOCKBOX button.
4. If Proposer is interested in submitting a response to this solicitation, click on the REQUEST button. After providing the VRS vendor ID and VIN, Proposer will receive a one-time use bid id and password by email which will then give them access to the solicitation documents.
5. Proposer’s credentials may be used for the following:
 - a. To upload Proposer’s formal proposal response and any additional attachments to the lockbox (before the closing time for the solicitation).
 - i. Please limit size of individual files to 10 MB.
 - b. To withdraw Proposer’s formal response should Proposer desire to cancel its submission or to replace an already uploaded copy with a modified version.
 - c. To verify that the document in the lockbox is the one proposer uploaded.
6. If no vendor ID is provided, Proposer will be directed to the registration page.
7. If Proposer wants to ensure that their company details are correct prior to uploading the proposal, then log on to VRS using Proposer’s VRS vendor ID and VIN then jump to the vendor summary page in VRS to make any changes desired.
8. To return to the COG solicitation page, after registering or updating Proposer’s company details, click SOLICITATION LISTINGS button on the VRS home page followed by clicking on the VIEW SOLICITATIONS button for COG on the PENDING SOLICITATIONS page.
9. Please do not wait until the last moment to register. If problems occur during registration or submission, please contact COG’s provider at customerservice@eepex.com with a copy to purchasing@mwkog.org.
- I. Any company or entity interested in submitting a proposal on this RFP is encouraged to attend a preproposal teleconference on Thursday, June 27, 2024, at 10:30 AM in order to obtain a better understanding of the goals of this project and the services sought for this RFP. Technical questions will be answered at this meeting or via addendum following the meeting. Proposers interested in attending the pre-proposal conference call should RSVP to purchasing@mwkog.org by 5:00 PM on June 25, 2024. Invitations with call-in information will be sent on June 26, 2024.
- J. All questions regarding discrepancies, omissions, specifications, instructions, or the required forms may be directed via email no later than ten (10) working days in advance of the deadline to purchasing@mwkog.org.

COG will post any addendum necessary to address questions no later than five (5) working days before the due date of proposals.

- K. It is the responsibility of the Proposer to check if any addenda have been issued. Addenda will be posted at <http://www.mwcog.org/purchasing-and-bids/cog-bids-and-rfps/>.
- L. Proposal responses should indicate that Proposer has reviewed the latest addenda on the Proposal Form via the Checklist.
- M. Proposers must acknowledge their understanding of all terms listed in this RFP by signing the Proposal Form as part of their submission.
- N. Any variation to the solicitation specifications should be noted by the vendor/contractor as an exception, with an explanation attached to the Proposal Form.
 - 1. Exceptions taken do not obligate COG to change the specifications.
 - 2. In some cases, exceptions may result in the Proposer to be disqualified or result in a lower score in the evaluation process.
 - 3. Failure to report exceptions with the submission may result in disqualification.

(Remainder of page intentionally left blank. Proposal form begins on following page.)

XII. PROPOSAL FORM

TO: Metropolitan Washington Council of Governments

Pricing Matrix

Task	Est. Total Cost Per Task (Fully-Loaded)
Review and Update of Current TDM Evaluation Framework	
GRH Survey Implementation	
State of the Commute Survey Implementation	
Vanpool Driver Survey Technical Assistance	

Please attach further each task broken out, including estimated hours of effort, direct and indirect costs. Include all proposed subcontractors.

Required Document Checklist

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

If any exceptions are taken, including the Terms and Conditions, please attach them on separate sheet(s) at the end of the proposal submission. **It is imperative that exceptions be indicated with the submission in order to evaluate the responsiveness of the proposal.*

Addendums (if applicable)	Acknowledgement	
Addendum #1	YES_____	NO_____
Addendum #2	YES_____	NO_____

Addendum #3 YES _____ NO _____

Others _____ YES _____ NO _____

Payment

Can accept electronic payments via purchasing card YES _____ NO _____

Signature Section

I have read, understood, and agreed to the terms and conditions of all contents of this RFP. The undersigned agrees to furnish the commodity or service stipulated in this RFP as stated above.

SIGNATURE: _____

NAME: _____

COMPANY: _____

ADDRESS: _____

TELEPHONE: _____

EMAIL: _____

ATTACHMENT A: TERMS AND CONDITIONS

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

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

Contractor may be referred to as SUBRECIPIENT in these Terms and Conditions.

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

- A. 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.

- B. 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.*

A. 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.

- B. 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.*

A. 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.

B. 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.

- C. 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

A. 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.

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

- B. 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)

- A. In signing the attendant proposal form above the proposer certifies, to the best of their knowledge and belief, that:
- B. 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.
- C. 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.)]
- D. 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.
- E. 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.*

- A. 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.
- B. 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.
- C. 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

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, 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.

B. Equal Employment Opportunity. The following equal employment opportunity requirements apply to this CONTRACT:

1. 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.

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, 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.

3. 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.

- C. 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 with 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

- A. 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).
- B. 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.
- C. 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.

- D. 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.
- 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, 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

A. Rights in Data

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

1. 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.
2. The following restrictions apply to all subject data first produced in the performance of the CONTRACT:
 - a) 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.
 - i. Any subject data developed under the CONTRACT, whether or not a copyright has been obtained; and
 - ii. Any rights of copyright purchased by the Purchaser or the SUBRECIPIENT using federal assistance.

B. Patent Rights

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

1. 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.
2. 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.
3. 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

- A. 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.
- B. SUBRECIPIENT agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. 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.**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 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.

B. Performance During Dispute

Unless otherwise directed by COG, SUBRECIPIENT 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.

D. 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.

E. 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

A. 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.

B. 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.

C. 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.

D. 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:
1. 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.
 2. The party/parties working with COG shall demonstrate adherence to a federal or applicable state standard for protecting confidential or personal information.
 3. 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.
 4. 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.

5. 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.
6. 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.
7. 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.

8. 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

- A. 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.
- B. 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:
 1. The entity's information
 2. Description and/or title of the sub-award (including NAICS code or CFDA number)
 3. Date and amount of award
 4. 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
 5. Active and current SAM Unique Identifier Number
 6. 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.

XXXIII. 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:

- A. Terms and conditions of any grant that provides funding for this CONTRACT, in whole or in part;
- B. Terms and conditions set forth or referenced within this CONTRACT;
- C. Terms and conditions and representations set forth or referenced within Attachment A for this CONTRACT;
- D. Terms, conditions, specifications, and requirements set forth within any solicitation (e.g., RFP or IFB) pursuant to which this CONTRACT was awarded;
- E. 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.

XXXIV. Time is of the Essence

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

XXXV. 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: PROPOSERS EXPERIENCE/REFERENCES

Name of Proposer _____

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

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

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

1) Firm Name _____

Contact Name _____

Address _____

Telephone Number _____ Email Address _____

2) Firm Name _____

Contact Name _____

Address _____

Telephone Number _____ Email Address _____

3) Firm Name _____

Contact Name _____

Address _____

Telephone Number _____ Email Address _____

ATTACHMENT C: NON-COLLUSION AFFIDAVIT

DATE _____

TO: Metropolitan Washington Council of Governments,
777 North Capitol Street, NE, Suite 300
Washington, DC 20002

To Whom It May Concern:

This is to certify that the undersigned Proposer has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this Proposal submitted to the Metropolitan Washington Council of Governments & Mid-Atlantic Purchasing Team.

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

Bid _____

Name of Proposer _____

Signature

Title of Authorized Representative

ATTACHMENT D: DBE PLAN GOALS SUBMISSION

DBE Participation YES _____ NO _____ (Please Check One)

PROPOSER	Name: _____	
Total Proposed Budget	Value: \$ _____	
DBE Plan	Yes _____ No _____	
Check if Prime Contractor is a DBE _____ . Certification Form Must Be Attached to this form.	Certification # _____	Expiration Date: _____
DBE Certification	State: _____	Certification Type: DBE (must be DBE)
	Certifying Agency: _____	

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

Copy for additional DBE subcontractors

DBE SUBCONTRACTOR 2	Name: _____	
Street Address		Tax ID #: _____
City, State, Zip		Website: _____
POINT OF CONTACT	Name: _____	Title: _____
	Email: _____	Telephone: _____
Subcontract Value	Cost \$ _____	Percentage of total _____%
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

EXHIBIT A: FY2024 – FY2026 TRIENNIAL TDM EVALUATION CYCLE

Commuter Connections conducts overarching evaluation efforts of its programs on a triennial schedule. Several surveys and studies comprise the effort, culminating in a triennial “TDM Analysis” technical report that details program impacts and effectiveness.

EVALUATION SCHEDULE

The below schedule details, in chronological order, the data collection and analysis efforts that comprise the FY2024 – FY2026 evaluation cycle *beginning* in FY2025.

Report	Data Collection	Final Report Endorsement
FY2024 – FY2026 TDM Evaluation Framework	Autumn 2024	March 2025
2025 State of the Commute	January 2025	September 2025
Vanpool Driver Survey	March 2025	July 2025
GRH In-depth Applicant Survey	April 2025	September 2025
CFD Participant Survey	November 2025	March 2026 [Highlights Only]
BTWD Participant Survey	December 2025	May 2026
Retention Rate Survey	January 2026	July 2026
Employer Telework Assistance (MD)	April 2026	N/A (Included in TDM Analysis)
Pool Rewards Participant Survey	May 2026	N/A (Included in TDM Analysis)
FY2024 – FY2026 TDM Analysis Report	N/A	January 2027
Placement Rate Study + Incentive Programs Survey	Autumn 2026	May 2027