



Metropolitan Washington  
**Council of Governments**

**REQUEST FOR PROPOSAL (RFP) NO. 25-001**

**DOCUMENT MANAGEMENT PHASE II:  
SHAREPOINT REDESIGN**

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: August 23, 2024, 2:00 PM EDT**

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## I. SUMMARY

Services requested	Assessment, redevelopment, and reorganization of COG SharePoint portal
Contract type	Firm Fixed Price (FFP)
Number of contracts	One
Duration of contracts	Six (6) months, beginning September 1, 2024, with work to be completed by February 28, 2025
Disadvantaged Business Enterprise (DBE) goal	Fifteen percent (15%)
Payment method	Net 30
Planned duration of RFP advertisement	4 weeks
Start of advertisement period for RFP	July 29, 2024
Deadline for questions about RFP	August 7, 2024
Deadline for COG responses to questions	August 14, 2024
Deadline for proposals	August 23, 2024

## II. INTRODUCTION

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

## 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. *Subcontractor*. An individual or business firm contracted to perform part or all of a Contractor's contract.
  4. *Technical Selection Committee*. The Committee established to review proposals received in response to this solicitation and which recommends selection of Contractors to the COG Contracting Officer.

## IV. BACKGROUND

- A. The Metropolitan Washington Council of Government's (COG) Department of Information Technology (ITFM) is responsible for supporting staff's IT needs and for

maintaining and improving the agency's infrastructure and systems. COG's IT operations include network services, cloud services, cyber security services, and helpdesk. COG's SharePoint Intranet portal is the agency's primary document management platform.

- B. The goals of the document management project are to:
  - 1. Improve the layout and usability of the existing SharePoint portal
  - 2. Ingest new documents repositories into and organize existing digital documents in the SharePoint portal ensuring that the documents are secure, accessible, and searchable.
  - 3. Convert certain paper-based workflows and inefficient digital workflows to automated workflows in the SharePoint portal
- C. COG's existing digital document repositories include network shares, OneDrive, Microsoft Teams, and documents already in the company's SharePoint portal. The SharePoint portal is hosted on Microsoft Office 365.

#### V. **SCOPE OF WORK**

- A. The contractor will develop and execute a project plan that includes assessing the current COG SharePoint portal settings, developing and implementing a recommended architecture and configuration, reorganizing and ingesting documents as needed, and gathering and implementing requirements on automating workflows as needed.
- B. COG SharePoint portal is hosted with Microsoft Office 365 and contains about 30GB of documents and other content in its storage collection. The portal is primarily used by COG's staff to access departmental documents, to download or complete standard forms, to view policies, and to access training documents.
- C. This statement of work focuses on tasks and deliverables related to the goals mentioned above: improving layout, reorganizing and importing documents, automating workflows related to COG's SharePoint portal, and providing staff training in that regard.
- D. Primary Tasks
  - 1. Assess the current SharePoint portal permission, administration, search, and look/feel settings
  - 2. Design a new architecture for the portal's layout
  - 3. Integrate and organize documents from external repositories (network shares, portal hard drives, Microsoft Teams, OneDrive) and other sources as needed.
  - 4. Organize existing portal documents for more efficient access and storage
  - 5. Automate workflows as needed
  - 6. Provide recommendations and training regarding integrating SharePoint and Microsoft Teams

7. Conduct necessary COG staff training related to new layout, features, and redesign of the SharePoint portal.
8. Provide weekly progress reporting related to project

E. Deliverables

1. A redesigned and reorganized COG SharePoint portal (with all previous information migrated)
2. Documents from various external repositories integrated into the portal
3. New workflow and other features on the portal
4. Relevant documentation and training

F. Roles and Responsibilities

1. Contractor will provide a project plan to COG's for completing the deliverables
2. Contractor will project personnel and project management resources to complete the deliverables.
3. Contractor will gather requirements as needed from COG staff related to the SharePoint portal.
4. Contractor will complete the deliverables as outlined in the project's scope.
5. COG will provide access to the documents to be integrated into the SharePoint portal.
6. COG will provide Contractor will access to the current SharePoint portal.
7. COG will provide access to other resources needed by the Contractor that are within the scope of this project.

**VI. PERIOD OF PERFORMANCE**

- A. The period of performance shall commence as of September 1, 2024 and continue for a period of six (6) months, with work to be completed no later than February 28, 2025.
- B. COG may, at its own discretion, based upon performance, extend the awarded contract, if necessary to complete work.

**VII. PRICES/BILLING**

- A. Unless stated otherwise below, all prices offered by Proposers shall be firm against any increase for the duration of the contract period given above.
- B. Any delivery charges, fees, insurance, expenses, and/or overhead shall be included in the price.

- C. 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.
- D. For all transactions, the successful Proposer shall have a valid W-9 form on file with COG. Proposers shall include a copy of their W-9 with the response to this RFP.

**VIII. 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](http://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.**

**IX. EVALUATION AND SCORING CRITERIA**

- A. The proposals will be evaluated by a Technical Selection Committee made up of subject matter experts.

- B. In evaluating the proposals, the following factors will be considered, with points awarded up to the maximum shown:
1. Technical Expertise (25%) – Proposers must demonstrate their ability to provide the services at a sufficient level of technical proficiency.
  2. Key Personnel, Qualifications, and Credentials (15%) – Proposers shall provide a list of personnel meeting the requested positions, with resumes attached.
  3. Past Performance and Experience (25%) – Proposers shall provide an outline of their corporate experience along with references from at least three (3) other organizations of a similar size and scope.
  4. DBE Participation (15%) – Proposers’ DBE participation, as described in Section IX, shall be scored as up to fifteen percent of the total.
  5. Price Proposal (20%) – Pricing shall be scored as up to twenty percent of the total.

<b>Scoring Factor Chart</b>	
<b>Factor</b>	<b>%</b>
Technical Expertise Meeting Requirements	35
Deployment/Delivery Timeframes	20
Past Performance/References	15
DBE	15
Cost Analysis	15
<b>TOTAL</b>	<b>100</b>

**X. PROPOSAL INSTRUCTIONS**

- A. Proposals should provide a narrative description of special experience, capabilities, and technical resources that will be contributed to this project by the submitting firm. The following points should be addressed in the narrative description:
1. A brief description of the Proposer’s background and organizational history (including number of years in business and number of years performing services required by this RFP), and number of employees;
  2. Experience successfully completing projects of a similar scope and size.
  3. Resumes of the key project staff who will be working on this project.
- B. The written proposal shall be organized to match these headings:
1. File A: Narrative and Technical Proposal
    - a. Letter of Interest
    - b. Table of Contents

- c. Executive Summary
    - d. Team Competence
    - e. Prior Projects Completed
    - f. Resumes of Key Project Staff
  2. File B: Price Proposal
    - a. Proposal Form
    - b. All Documents Listed in Paragraph D, below.
    - c. Any Exceptions Taken to the RFP or any Terms and Conditions included.
- C. The requested Letter of Interest must be signed by an authorized principal or agent of the Contractor, and provide an overview of Proposer's offer, as well as a name, title, phone number, and email address of the person to whom questions may be directed concerning the proposal.
- D. Proposers must include the additional documentation specified below in their RFP submission or they may be determined to be non-responsive and subject to rejection. See the Proposal Checklist below.
  1. Please complete attached PROPOSER QUALIFICATION FORM (Attachment B).
  2. Proposer shall complete the CONTACT INFORMATION FORM (Attachment C) in its entirety and designate a dedicated contact as Key Personnel.
  3. Each Proposal shall be accompanied by a NON-COLLUSION AFFIDAVIT regarding price fixing, gratuities, bribery, and discriminatory employment practices. When the Proposer is a corporation, a duly authorized representative shall execute the affidavit (Attachment D).
  4. REFERENCES are to be provided from three (3) other clients who are being, or have been, provided by the Proposer with similar products, services, and scope of work (Attachment E).
  5. Proof of insurance, in the form of an ACORD Form 25 must be provided as per the Terms and Conditions (Attachment A).
  6. Proposer shall include a copy of their W-9.
- E. All Proposals must be completed by responsible company officials and submitted to the COG LOCKBOX on or before the due date and time.
- F. Proposals will not be accepted if submitted through hard copy, mail, courier, fax, email, or any other electronic method except as described below. Proposals submitted through any method other than the COG LOCKBOX system will be rejected unopened.



- G. Bidders shall submit one electronic copy to the COG LOCKBOX system in the following fashion:
1. *Registration.* To utilize the LOCKBOX service, bidder must be registered on the Mid-Atlantic Purchasing Team Vendor Registration System (“VRS”) portal at <https://mwcog.net>. If bidder is not registered, please do this before accessing the LOCKBOX.
  2. To register:
    - a. Go to the portal at <https://mwcog.net> and click the Vendors listing the left menu on the page.
    - b. Click Register and fill out the form. NOTE: Bidder will need its company information including its TIN/EIN number if bidder is a company or bidder’s SSN if bidder is a sole proprietor.
    - c. Registering will give bidder access to the LOCKBOX solicitations.
- H. *Submission.* Once registered in the VRS system go to the website at <https://mwcog.net> and click on Solicitation Listings tab.
1. Those solicitations utilizing the VRS Lockbox service will be highlighted with a LOCKBOX button.
  2. Click on the LOCKBOX button.
  3. If Proposer is interested in submitting a response to this solicitation, click on the REQUEST button. After providing the VRS vendor ID and VIN, bidder will receive a one-time use bid id and password by email.
  4. Proposer’s credentials may be used for the following:
    - a. To submit a question to COG about the RFP.
    - b. To upload bidder’s formal bid response and any additional attachments to the lockbox (before the closing time for the solicitation).
      - i. Please limit size of individual files to 10 MB.
    - c. To withdraw bidder’s formal response should bidder desire to cancel its submission or to replace an already uploaded copy with a modified version.
    - d. To verify that the document in the lockbox is the one bidder uploaded.
  5. If no vendor ID is provided, proposer will be directed to the registration page.
  6. If proposer wants to ensure that their company details are correct prior to uploading the proposal, then logon to VRS using bidder’s VRS vendor ID and VIN then jump to the vendor summary page in VRS to make any changes desired.
  7. To return to the COG solicitation page, after registering or updating bidder’s company details, click SOLICITATION LISTINGS button on the VRS home page followed by clicking on the VIEW SOLICITATIONS button for COG on the PENDING SOLICITATIONS page.

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

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

**XI. PROPOSAL FORM**

**TOTAL Full Fixed Price** \$ \_\_\_\_\_

*Include separate pricing proposal as part of packet, including additional details as necessary.*

**Required Document Checklist**

Items	Acknowledgment/Attached	
Attachment A: Terms and Conditions	YES _____	NO _____
Attachment B: Non-Collusion Affidavit	YES _____	NO _____
Attachment C: References	YES _____	NO _____
Proof of Insurance (ACORD Form 25)	YES _____	NO _____
*Exceptions Taken	YES _____	NO _____

\*If any exceptions are taken, including the Terms and Conditions, please attach them on separate sheet(s) at the end of the proposal submission. **It is imperative that exceptions be indicated with the submission in order to evaluate the responsiveness of the Proposal. COG will not accept exceptions requested after the submission of Proposals.**

Addendums (if applicable)	Acknowledgement	
Addendum #1	YES _____	NO _____
Addendum #2	YES _____	NO _____
Addendum #3	YES _____	NO _____
Others _____	YES _____	NO _____

**Signature Section**

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

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

**ATTACHMENT A: Terms and Conditions**

***NOTE: COG will not negotiate Terms and Conditions at the time of contract award.***

***Exceptions MUST be made as part of the Proposal.***

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

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

I. Compliance with Law

CONTRACTOR hereby represents and warrants that:

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

II. **Civil Rights Requirements** - 29 U.S.C. § 62, 42 U.S.C. § 2000, 42 U.S.C. § 602, 42 U.S.C. § 12112, 42 U.S.C. § 12132, 49 U.S.C. § 5332<sup>1</sup>

A. Nondiscrimination

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

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

<sup>1</sup> All references to statutes and regulations include any amendments to present.

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

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

### 2. Age

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

### 3. Disabilities

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

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

## III. DBE Assurance

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

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

#### IV. Responsibility of CONTRACTOR

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

#### V. Governing Law

This Contract shall be governed by and construed in accordance with the laws of the District of Columbia without regard to principles of conflicts of law.

#### VI. Indemnification

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

#### VII. Force Majeure

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

## VIII. Independent CONTRACTOR

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

## IX. Insurance Requirements

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



- E. All insurance policies shall have a minimum 30 days' notice of cancellation. Immediate written notice to COG and members involved in the Contract shall be required in the event of cancellation or restriction by the insurance company of any insurance policy referred to in this section.
  - F. When insurance coverage is renewed, CONTRACTOR shall provide new certificates of insurance prior to expiration of current policies to all participating agencies.
- X. Ownership of Documents and Materials
- A. CONTRACTOR agrees that all documents and materials, including but not limited to, reports, drawings, studies, specifications, estimates, maps, photographs, designs, graphics, mechanicals, artwork, and computations prepared by or for CONTRACTOR under the terms of this Contract shall at any time during the performance of the services be made available to COG upon request and shall become and remain the exclusive property of COG upon termination or completion of the services.
  - B. COG and participating jurisdictions shall have the right to use the same without restriction or limitation and without compensation to CONTRACTOR other than that provided in this Contract. COG and/or the participating jurisdiction(s) shall be the owner for the purposes of copyright, patent, or trademark registration.
  - C. If CONTRACTOR obtains or uses for purposes of this Contract, or subcontracts for, any design, device, material, or process covered by letters of patent for copyright, it shall provide an assignment to COG and/or its jurisdictional members of ownership for purposes of copyright, patent or trademark and of all right to possess and to use such design, device, material or process and a legally sufficient agreement with the patentee or owner, and a copy of such agreement shall be filed with COG and/or its members.
  - D. CONTRACTOR shall indemnify and hold harmless COG from any and all claims for infringement by reason of the use of any such patented design, device, materials, or process, or any trademark or copyright, and shall indemnify, protect, and save harmless COG, its officers, agents, and employees with respect to any claim. Actions for costs or infringement, for royalties or user fees, arising out of purchase or use of materials, construction, supplies, equipment, or services are covered by this provision.
- XI. Access to Records and Reports
- A. CONTRACTOR shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles. In addition, CONTRACTOR shall maintain any other records pertinent to this Contract in such a manner as to clearly document CONTRACTOR's performance hereunder.
  - B. CONTRACTOR acknowledges and agrees that COG and its duly authorized representatives shall have access to such fiscal records and all other books, documents, papers, plans, and writings of the CONTRACTOR that are pertinent to this Contract. All such fiscal records, books, documents, papers, plans, and writing shall be retained by CONTRACTOR and kept accessible for a minimum of three (3) years, except as required longer by law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Contract, whichever date is later.



- C. All subcontracts shall also comply with these provisions.

## XII. Invoicing and Payments

- a. Invoices shall be submitted not more than 30 days after the end of the month and, if submitted according to Project and CONTRACT requirements. Payments to the CONTRACTOR pursuant to this CONTRACT shall be made no later than 30 days after COG's receipt of a proper invoice from CONTRACTOR.
- b. Any invoice for work in the fiscal year (FY) must be submitted by CONTRACTOR within 30 days after the end of the COG's June 30 FY.
- c. Payments to CONTRACTOR pursuant to this CONTRACT shall be made no later than 30 days after COG's receipt of a proper invoice from the CONTRACTOR.
- d. Electronic Payment means the payment of money to a vendor by electronic means, including by means of a Purchase Card (P-card) or Automated Clearing House (ACH) funds transfer method.
- e. CONTRACTORS will receive payment from the P-Card in the same manner as other credit card purchases. The payments typically are transferred within 48 hours.
- f. ACH transactions will be acceptable as a form of payment to COG vendors. Please keep in mind the turn-around time on ACH transactions can be as long as 30 days.
- g. Accordingly, SUBRECIPIENTS must presently have the ability to accept these P-Cards or ACH and take whatever steps necessary to implement this ability before the start of the CONTRACT term, or CONTRACT award by the COG. COG reserves the right to revise this program, as necessary.

## XIII. Contingent Fee Prohibition

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

## XIV. Severability/Waiver

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

XV. Subcontracting or Assignment

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

XVI. Survival

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

XVII. Breaches and Dispute Resolution

A. Disputes

Disputes arising in the performance of this Contract, which are not resolved by agreement of the parties, shall be decided in writing by the COG Executive Director or his/her designee. This decision shall be final and conclusive, unless within ten (10) working days from the date of receipt of its copy, the CONTRACTOR mails or otherwise furnishes a written appeal to the Executive Director or his/her designee.

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

B. Performance During Dispute

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

C. Claim for Damages

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

XVIII. Remedies

A. Corrections of errors, defects, and omissions

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

B. Set Offs

COG may deduct from and set-off against any amounts due and payable to CONTRACTOR any

back-charges, penalties, or damages sustained by COG, their agents, employees of recipients of its services, by virtue of any breach of this Contract by CONTRACTOR or by virtue of the failure or refusal of CONTRACTOR to perform the services or any part of the services in a satisfactory manner. Nothing herein shall be construed to relieve CONTRACTOR of liability for additional costs resulting from a failure to satisfactorily perform the services.

C. Cumulative

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

XIX. Termination

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

XX. Termination of Contract for Convenience

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

XXI. Termination of Multi-Year Contract

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

the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. COG shall notify CONTRACTOR as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

XXII. Bankruptcy

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

XXIII. Time is of the Essence

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

XXIV. Entire Contract

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

- a. In the event of a conflict between or among any of the terms, conditions, and requirements applicable to this Contract, the conflict shall be resolved by giving weight in accordance with the following priorities, in the order as stated below:
  - i. Terms and conditions of any grant that provides funding for this Contract, in whole or in part;
  - ii. Terms and conditions set forth or referenced within this Contract;
  - iii. Terms and conditions and representations set forth or referenced within Attachments A and F to this Contract;
  - iv. Terms, conditions, specifications, and requirements set forth within any solicitation (e.g., RFP or IFB) pursuant to which this Contract was awarded;
  - v. Offers, representations, promises, terms, and conditions set forth with the bid or proposal submitted in response to any solicitation (e.g., RFP or IFB) pursuant to which this Contract was awarded.

(Revised 3/14/2024)

**Attachment B: Non-Collusion Affidavit**

DATE \_\_\_\_\_

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

To Whom It May Concern:

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

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

RFP – 25-001 MEETING FACILITATION AND RELATED SERVICES

Name of Proposer \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title of Authorized Representative

**Attachment C: Proposer’s Experience/References**

Name of Proposer \_\_\_\_\_

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

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

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

1) Company Name \_\_\_\_\_

Contact Name \_\_\_\_\_

Mail Address \_\_\_\_\_

\_\_\_\_\_

Telephone Number \_\_\_\_\_ Email Address \_\_\_\_\_

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2) Company Name \_\_\_\_\_

Contact Name \_\_\_\_\_

Mail Address \_\_\_\_\_

\_\_\_\_\_

Telephone Number \_\_\_\_\_ Email Address \_\_\_\_\_

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3) Company Name \_\_\_\_\_

Contact Name \_\_\_\_\_

Mail Address \_\_\_\_\_

\_\_\_\_\_

Telephone Number \_\_\_\_\_ Email Address \_\_\_\_\_