



**REQUEST FOR QUALIFICATIONS NO. 20-001**

**CLEAN AIR PARTNERS  
EDUCATION CURRICULUM DEVELOPER**

Electronic submissions are required to be submitted for this RFQ

To COG's solicitation "lockbox"

Proposals shall be uploaded no later than 2:00 p.m. EST, Monday, August 26, 2019

*NOTE: See lockbox submission instructions in Section [Lock box Instructions](#)*

## Table of Contents

I. Summary .....	3
II. Metropolitan Washington Council of Governments (MWCOCG, COG).....	3
III. Background .....	3
IV. Proposal Format and Content .....	4
V. Scope of work.....	6
VI. Period of performance .....	8
VII. Type of Contract.....	8
VIII. Proposal questions .....	8
IX. Proposal Document Organization .....	9
X. Method of Proposal Evaluation and Selection .....	9
XI. Instructions, conditions, and notices to offerors.....	10
XII. Submission Information.....	11
XIII. Disadvantaged Business Enterprise (DBE).....	13
XIV. Definitions and abbreviations.....	15
XV. RFQ 20-001 Proposal Response Form .....	16
XVI. ATTACHMENT A: STANDARD TERMS AND CONDITIONS .....	18
XVII. ATTACHMENT B: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS .....	26
XVIII. ATTACHMENT C: CONTRACT REFERENCES .....	27
XIX. ATTACHMENT D: OFFEROR’S POINTS OF CONTACT .....	30

DATE OF RELEASE: August 9, 2019

## I. Summary

Dates are approximate.

Services requested	Curriculum development for middle schools October 1, 2019 through June 30, 2020
Contract type	Time-and-material
Number of contracts	One
Estimated price	\$Negotiable
Duration	One year, no options
Disadvantaged Business Enterprise (DBE) goal	See Disadvantaged Business Enterprise section of RFQ
Payment method	Monthly upon approved invoice, submittal of progress report, and receipt of sponsor's funds
Planned duration of RFQ advertisement	2 weeks
Start of advertisement period for RFQ	8/9/2019
Pre-proposal meeting	None
Deadline for questions about RFQ	7 working days before close of advertisement (8/14/19 at 2:00 pm)
Deadline for COG responses to questions	3 working days before close of business (8/19/19 at 2:00 PM)
Close of advertisement period for RFQ	Monday Aug 26, 2019 at 2:00 PM

## II. Metropolitan Washington Council of Governments (MWCOC, COG)

The Metropolitan Washington Council of Governments ("COG") is the regional organization of 24 of the Washington 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 such as comprehensive transportation planning, air and water quality management plans, environmental monitoring, tracking economic development and population growth and their implications on the region, coordinating public safety programs, and promoting adequate childcare and housing for the region. COG is supported by financial contributions from its participating local governments, federal and state government grants and contracts, and through donations from foundations and the private sector. More information on COG can be found at [www.mwcog.org](http://www.mwcog.org).

## III. Background

Clean Air Partners is a public-private partnership that educates the greater metropolitan Baltimore-Washington region about the health risks associated with poor air quality and the impacts everyday actions have on the environment. Clean Air Partners began informally in 1994 and was subsequently chartered as a semi-independent formal organization by the Metropolitan Washington Council of

Governments (COG) and the Baltimore Metropolitan Council (BMC) in 1997. The organization serves the metropolitan Washington-Baltimore region.

For more than 20 years, Clean Air Partners has empowered individuals and organizations to take simple actions to protect public health, improve air quality, and reduce greenhouse gas emissions. By working with local businesses, schools, private and public organizations, and media, Clean Air Partners implements a year-round campaign designed to empower individuals to take simple actions to reduce air pollution and protect public health.

Educating children is an important part of the Clean Air Partners program. Clean Air Partners is entering its thirteenth year of promoting *On the Air: Exploring Air Pollution Sources and Solutions*, an interactive school curriculum for use in both the formal education and informal environmental education sector. *On the Air* teaches students about air quality, how important it is to our health and the environment, and what they can do to improve air quality. It is a curriculum presented in 7 units, available on the Clean Air Partners' website, [www.cleanairpartners.net](http://www.cleanairpartners.net) for use by teachers and instructors. To date, *On the Air* has been used to educate tens of thousands of students across the region.

Clean Air Partners' educational outreach:

- Engages youth in the exploration of air pollution's sources and solutions and provides them with the tools necessary to make decisions that will protect their health and improve the quality of the air.
- Engages students in the exploration of their environment as they study important air pollution topics such as Six Major Air Pollutants, Air Quality Index (AQI), Particulate Matter and Fine Particle Pollution, Ozone, the Health Effects of Air Pollution, Community Pollution: Sources and Solutions and Climate Change.

The Clean Air Partners curriculum fills an important niche by educating students about air quality. No other environmental organization in the region deals exclusively with outdoor air quality issues.

#### **IV. Proposal Format and Content**

Offerors must follow the prescribed format or they shall be deemed nonresponsive. Adherence to the proposal format by all Offerors will ensure a fair evaluation and one which can evaluate each response with regard to the needs of COG. The letter transmitting the proposal must be signed by an officer authorized to bind the Offeror as required by this RFQ. Separate sections shall be prepared as described in the following:

**A. Qualifications of the Firm/Individual and Personnel**

This section shall provide the professional credentials and expertise of the individual/firm(s) and key personnel assigned to this project. Relevant experience should be described. Resumes should be included.

Respondents should address the following project specific information:

- Experience developing science-based curriculum; Familiarity with air quality and environmental issues.
- Understanding of the NGSS and CCSS.
- Understanding the distinctions between teaching in an urban versus rural school setting.
- Knowledge and experience with Baltimore and Washington region schools.

Respondents shall provide an affirmative statement that the key personnel provided for this project shall be available for duration of the project. Local availability and/or travel requirements of personnel should also be discussed in this section.

**B. Cost Proposals for the Contractor and Any Subcontractor(s)**

This section shall provide the hourly costs, including all expenses, profits and fees, and any travel and other direct costs that may be incurred to be charged to COG for providing the services described above. The staff proposed and costs should be compared to the anticipated work requirements as described in Section III to develop the total cost for the project. Include hourly rates and number of hours per week for each staff that will work on the project.

**C. References**

The Offeror and any Subcontractor or "Other Subcontractor" shall provide at least three (3) references that COG may contact regarding similar work performed. Respondents may provide letters of reference from previous relevant clients. Names, titles, addresses, telephone numbers, and emails shall be included for each reference. Since this requires work with schools and students, a background check will be required.

All three of these references shall include work in which the key personnel proposed to COG have been assigned. The relevant work, roles and responsibilities should be briefly described for each key person.

## V. Scope of work

- A. To support Clean Air Partners, COG is seeking the services of an experienced Education Curriculum Developer to assist with the redesign of the “On the Air” air quality curriculum. The Education Curriculum Developer will produce high quality, standards-based environmental education curriculum materials for use in middle schools. The curriculum will align with the Next Generation Science Standards (NGSS) focused on air quality and climate change issues specific to the metropolitan Baltimore-Washington region.
- B. Specifically, the updated “On the Air” curriculum will:
- Be based on existing content, align with NGSS, connect to Common Core (ELA and Math), and have clear cross curricular connections (social sciences) for middle schools.
  - Be driven by investigations that address local (school grounds/neighborhoods) and regional phenomena (Chesapeake Bay).
  - Take into consideration the k-12 learning progression. That is consider how learning “connects and builds” from one year to the next.
  - Integrate elements of Green School Certification and Green Ribbon and use as part of a school ground investigation.
  - Be developed as individual stand-alone units instead of a book.
  - Be put through an official quality review process, such as the NGSS EQIP rubric.
  - Be ground-proofed by a focus group of regional teachers in the metropolitan Baltimore-Washington region.
  - Include a feedback and evaluation form to be used to evaluate the effectiveness of the curriculum for the purpose of updating future editions.
- C. In addition to ensuring that instruction is more robust and relevant to students, the redesigned curriculum will strengthen competencies for teachers of STEAM (and other disciplines). Moreover, the project will yield a curriculum that is adaptable by a greater number of schools across a greater set of districts – especially those with high needs – thereby making inroads into a greater number of communities.
- D. Tasks to be performed:
- 1. Task 1: Determine Curriculum Needs**
    - a. Review existing professional and technical resources to address *On the Air* revamping needs.
    - b. Designate improved curricular benchmarks and performance agreements among Clean Air Partners’ educational program staff, executive leadership, and Board of Directors.

- c. Develop top-level and detailed work plans for change implementation that (1) clarify respective roles and influence, and (2) include dissemination to greater Metropolitan Baltimore-Washington middle schools. Key change areas should include:
- Building of our educational program staff's content expertise to support flexibility in implementing specific curricular units that a school needs and requests.
  - Assess geographic, socioeconomic and other variations among the schools where the curriculum will be implemented. This examination of each districts' needs and characteristics will then help to refine: targets for the level of students' awareness about air quality; different approaches for conducting lessons in respective schools; and tools required to conduct the lessons, themselves.
  - Conceptual design of enhanced instruction for technology-rich schools (ones in which, at an appointed time, classrooms have: high student-computer ratios that are at or approaching 3:1, reliable access to the Internet, a host of available technology and adequate technical support personnel).
  - Conceptual design of enhanced instruction for schools that have fewer technology resources.

## 2. Task 2: Curriculum Development

- a. The Education Curriculum Developer will design activities (based off of the existing "On the Air" curriculum) that address Six Major Air Pollutants, Air Quality Index (AQI), Particulate Matter and Fine Particle Pollution, Ozone, the Health Effects of Air Pollution, Air Pollution Sources, Climate Change, Relationship of Air Pollution and the Chesapeake Bay, and Community Solutions and Monitoring. The curriculum will use data and address issues specific to the metropolitan Baltimore-Washington region.
- b. The Education Curriculum Developer, along with Clean Air Partners' Education Program Manager, will conduct a three-day focus group with Baltimore-Washington region teachers to provide feedback on the redesigned curriculum activities. The teachers will review the curriculum against NGSS-related standards to ensure conformance.
- c. The finalized units will be sent through an official quality review process, such as the [Achieve EQulP](#) rubric process. This will ensure that the updated curriculum is of high-quality and Common Core State Standards (CCSS) and NGSS-aligned.
- d. Develop final versions of the units that will be used in schools. These units will be available online for downloading and for use by other schools throughout the Baltimore-Washington region.

### 3. Task 3: Project Administration

- a. The Education Curriculum Developer will work closely with the Board of Directors, Managing Director, and Education Program Manager to develop the curriculum that supports the mission of the Clean Air Partners.
- b. The Education Curriculum Developer will meet periodically (2-3 times/month) with the Education Committee and will present progress reports to the Board of Directors as requested by the project manager.

## VI. Period of performance

The Period of Performance shall commence on October 1, 2019 and continue through June 30, 2020.

## VII. Type of Contract

COG anticipates awarding a time and materials contract in an amount not to exceed \$70,000.

## VIII. Proposal questions

### A. Questions & Addenda

1. Questions regarding discrepancies, omissions, specifications, RFQ instructions, or the response form must be submitted in writing to COG Purchasing at [purchasing@MWCog.org](mailto:purchasing@MWCog.org) with a cc to [gcrichlow@mwcog.org](mailto:gcrichlow@mwcog.org). Deadline for questions is August 14, 2019 at 2:00 pm.
2. COG will notify potential Proposers by addendum posted online duly issued at least five (5) business days before the RFQ closing date (i.e., August 19, 2019 at 2:00 PM), of any updated interpretations or instructions. If no changes are needed, then no addendum will be issued.
3. It is the responsibility of the Proposer to check and see if addenda have been issued on the COG Website at [www.mwcog.org/purchasing-and-bids/cog-bids-and-RFQs/](http://www.mwcog.org/purchasing-and-bids/cog-bids-and-RFQs/)
4. Proposers will indicate on the proposal checklist that they have reviewed the latest addenda on the Proposal form.



## B. Exceptions

Proposers will note specific exceptions on the RFQ specifications or terms and conditions on the Proposal Checklist and a separate sheet marked exceptions and attach the list to the Proposal Form. Exceptions taken do not obligate COG to change the specifications.

## IX. Proposal Document Organization

Offerors shall submit a cover letter, addressed to: signed by an authorized principal or agent of the Offeror, which provides an overview of the proposal, as well as, the name, title and phone number of the person to whom questions may be directed to concerning the proposal. The letter should also include a statement by the Offeror accepting all terms and conditions contained in this RFQ. The written proposal shall be organized to match the headings delineated below:

- A. Letter of Interest
- B. Table of Contents
- C. Executive Summary
- D. Qualifications of the Individual/Firm and Personnel
- E. Cost Proposal
- F. References
- G. Proposal Response Form
- H. Attachment A – Acceptance of Terms and Conditions
- I. Attachment B – Signed Certificate of Debarment

## X. Method of Proposal Evaluation and Selection

The proposals will be evaluated and ranked by a Selection Committee based on the evaluation factors in the chart following this section. The selection committee may hold, at COG's option, a pre-selection meeting with the top-ranked respondents. The final recommendation for selection to the COG Contracting Officer may be made based upon interviews and/or a best and final offer submitted by the Offerors, if recommended by the Selection Committee. In evaluating the proposals, the following factors will be considered, with points awarded up to the maximum shown:

Factors	Points
Demonstrated direct relevant experience of the contractor, its key personnel, and any subcontractors, including experience developing science-based curriculum and the NGSS.	50
Demonstrated knowledge and experience with the Baltimore and Washington region's school systems	20
Cost & Price	15
DBE Participation	15
<b>Total Points</b>	<b>100</b>

## XI. Instructions, conditions, and notices to offerors

- A. COG may award a contract based on initial offers received without discussion. Therefore, each initial offer should contain the Offeror's best terms from a price and technical standpoint. COG may communicate with Offerors to clarify, verify or obtain additional information about its past performance or experience.
- B. COG recommends that offerors adhere to the RFQ guidance including technical, format and submission instructions.
- C. Prior to making your submission, COG requests that all vendors register in the Mid-Atlantic Purchasing Team (MAPT) Vendor Registration System at [www.mwcog.net](http://www.mwcog.net).
  1. On the left-hand menu please click on Register and follow the instructions. You will need the organization legal name, address, and TIN number, or if it is a sole proprietorship a social security number will be required.
  2. If you are already registered, please check your information for accuracy. The MAPT website provides access to all offerings in the Washington and Baltimore regions made by most local governments and members and provides the ability to set up notifications in your area of specialty.
  3. COG is using an e-bid lockbox system for this solicitation that will require all vendors to register in order to offer a proposal/bid on COG solicitations. The new system requires e-submissions on RFQ's. Please follow the instruction provided in *Section XII c* [Lock box Instructions](#)

## XII. Submission Information

### A. Response Date

1. Proposals shall be uploaded no later than 2:00 p.m. EST, Mon., August 26, 2019.
2. Any proprietary information revealed in the Proposal should be clearly identified as such.
3. Please place the Proposal number on the file name of your response as well as your company name.

### B. Proposal Submissions

#### 1. Late Submissions

- a. Any submission received for this RFQ after the exact time specified for receipt, will not be considered, unless it is the only submission received.
- b. Submissions may be withdrawn by written or telephonic notice received at any time prior to selection.

#### 2. Exceptions

Proposers should note specific exceptions on the RFQ specifications or terms and conditions on a separate sheet marked exceptions attached to the submission. Exceptions taken do not obligate COG to change the specifications.

3. Any proprietary information revealed in the submission should be clearly identified as such.

### C. Method of Submission [Lock box Instructions](#)

1. Proposals may not be submitted through hard copy, fax or other electronic methods except as designated below.
2. Please use the RFQ number and your firm name in the file name of your electronic submission.
3. Offerors shall submit one (1) electronic copy of their qualifications to the COG Lockbox system as per the below directions.
  - a. Proposers shall submit one electronic copy to the COG “Lockbox” system in the following fashion:
    - i. Registration – To utilize the “LOCKBOX” service, your agency must be registered on the Mid-Atlantic Purchasing Team Vendor Registration System (VRS) portal at <https://mwcog.net>.

If you are not registered, please do this before accessing the LOCKBOX.

To register:

- Go to the portal at <https://mwcog.net> and click the Vendors listing the left menu on the page.
- Click Register and fill out the form. NOTE: You will need your company information including your TIN/EIN number if you are a company or your SSN if you are a sole proprietor.
- Registering will give you access to the LOCKBOX solicitations.

- ii. Submission – Once registered in the VRS system go to the website at <https://mwcog.net> and click on Solicitation Listings tab.

Those solicitations utilizing the VRS Lockbox service will be highlighted with a LOCKBOX button.

Click on the LOCKBOX button.

If your agency is interested in submitting a response to this solicitation, click on the REQUEST button. After providing the VRS vendor ID and VIN, you will receive a one-time use bid id and password by email.

Also use your credentials for the following:

- To submit a question to the buyer.
- To upload your formal bid response and any additional attachments to the lockbox (before the closing time for the solicitation).
- Please limit size of individual files to 10 MB.
- To withdraw your formal response should you wish to cancel your submission or to allow you to replace an already uploaded copy with a modified version.
- To verify that the document in the lockbox is the one you uploaded.

If no vendor ID is provided, you will be directed to the registration page.

If you would like to ensure that your company details are correct prior to your upload, then logon to VRS using your VRS vendor ID and VIN then jump to the vendor summary page in VRS to make any changes desired.

To return to the MWCOC solicitation page, after registering or updating your company details, click SOLICITATION LISTINGS button on the VRS home page followed by clicking on the VIEW SOLICITATIONS button for MWCOC on the PENDING SOLICITATIONS page.

- b. Please do not wait until the last moment to register.
- c. DO NOT email submissions directly to COG they will be disqualified.

#### D. Late Proposals

Any Proposal received for this RFQ after the exact time specified for receipt, may not be considered unless it is the only Proposal received.

### XIII. Disadvantaged Business Enterprise (DBE)

#### A. Disadvantaged Business Enterprise

("DBE") participation shall be an integral component of the Contractor selection process for this RFQ. 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 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. Title VI Assurance

COG, in accordance with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000 d - 42 and Title 49, Code of Federal Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered pursuant to this advertisement will afford minority business enterprises full opportunity to submit bids in response to this invitation, and will not discriminate on the grounds of race, color, sex, or national origin in consideration for an award.

#### C. DBE Assurance

The Contractor or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-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, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the contractor from future bidding as non-responsible.

#### D. DBE Scoring

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 two 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

Federal Law – CFR Part 26.37 (Monitoring Performance) requires COG to include a monitoring and enforcement mechanism to ensure that work committed to DBEs at task order award is performed by DBE's.

To comply with this requirement, the Contractor is required to provide to Rick Konrad, COG Contracts and Purchasing Manager: (1), a monthly DBE payment schedule for the project within 10 days of being awarded a COG Contract/Task Order (consistent with the DBE dollar value included in the Proposal/Task Order), (2), monthly DBE payment documentation is required by the 20<sup>th</sup> day of the month following the month the work was performed, and (3), documents verifying that the DBE vendor was paid the amount specified in the Proposal/Task Order within 30 days after the contract ends. Contractors failing to provide COG required DBE documentation or meet DBE monthly payments will not be allowed to bid on any COG projects/task orders until any deficiency is corrected. Contractors who fail to meet the total DBE payment for any project will be suspended from bidding on any COG contracts/task orders for six (6) months.

All questions on the DBE requirements should be sent to [purchasing@MWCOCG.org](mailto:purchasing@MWCOCG.org) using the RFQ number and title as a reference.

#### XIV. Definitions and abbreviations

**AQI** Air Quality Index

**BMC** Baltimore Metropolitan Council

**COG** Metropolitan Washington Council of Governments

**COG Contracting Officer:** The Executive Director of the Metropolitan Washington Council of Governments. Currently, Chuck Bean.

**COG Contracts and Purchasing Manager:** Currently, Rick Konrad.

**COG Director of the Department of Transportation Planning:** Currently, Kanti Srikanth.

**COG Project Manager:** Currently, Mark Moran, Program Director, Travel Forecasting and Emissions Analysis, COG/TPB.

**CCSS** Common Core State Standards

**Contractor:** An individual or organization awarded the prime contract based on this solicitation.

**NGSS** Next Generation Science Standards

**Subcontractor:** An individual or business firm contracting to perform part or all a contractor's contract.

**Technical Selection Committee (TSC):** The Committee established to review proposals received in response to this solicitation and which recommends selection of contractors to the COG Contracting Officer.

**XV. RFQ 20-001 Proposal Response Form**

DATE \_\_\_\_\_

Company Name - \_\_\_\_\_

Submission Check List and Required Forms -

ITEM	YES	NO
Attachment A - Acknowledge and accept Terms and Conditions (if answered NO - Exceptions should be noted on a separate sheet)	___	___
Attachment B - Certification Regarding Debarment	___	___
Attachment C - References	___	___
Accord Form - Certificate of Insurance provided as per the Terms and Conditions	___	___
Exceptions	___	___

(If yes please attach all on separate sheet(s) at the end of the RFQ response.)

Addendums Acknowledged (if applicable) -

Addendum #1            YES \_\_\_            NO \_\_\_            N/A \_\_\_

Addendum #2            YES \_\_\_            NO \_\_\_            N/A \_\_\_

Others \_\_\_\_\_



In submitting a bid in response to this RFQ, the authorized signatory below acknowledges having read and understood the entire solicitation and agrees to accept the Terms and Conditions set forth in this RFQ.

The signatory below represents that he/she has the authority to bind the entity named below to the response submitted and any contract awarded as a result of this solicitation.

Federal Tax ID No.: \_\_\_\_\_

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

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

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

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

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

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

TITLE: \_\_\_\_\_

*Note: Unsigned responses may be disqualified. E-signatures are acceptable.*

**XVI. ATTACHMENT A: STANDARD TERMS AND CONDITIONS****ATTACHMENT A**  
**TERMS AND CONDITIONS**

This document sets out provisions generally applicable to Metropolitan Washington Council of Governments (“MWCOG”) 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.

This document and the Contract are intended to be complementary and shall be construed accordingly. However, should there be a direct contradiction between the terms and conditions contained herein and the Contract, then the Contract shall govern and control those contradictory terms and conditions. As used herein, the term “MWCOG” includes MWCOG, its various members, agencies, employees or agents as may be appropriate. The term “Contract” shall include a document entitled “agreement” or any other title on a document that is denoting a contract.

**A. Amendment**

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

**B. Bankruptcy**

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

**C. Compliance with Law**

The Contractor hereby represents and warrants that:

1. 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;
2. Its performance under the Contract shall be in a good and workmanlike manner and in accordance with all applicable professional standards;

3. 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;
4. It is not in arrears in the payment of any obligations due and owing to any agency involved in this agreement, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
5. It shall comply with all federal, state and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
6. It shall obtain, at its expense, all licenses, permits, insurance and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

#### **D. Contingent Fee Prohibition**

The 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 the 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.

#### **E. Counterparts**

This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute one and the same instrument.

#### **F. Force Majeure**

Neither MWCOG 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, MWCOG's or Contractor's reasonable control. MWCOG 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.

#### **G. 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.

## H. Indemnification

The Contractor shall protect, hold free and harmless, defend and indemnify MWCOG 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.

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 MWCOG, their officers, agents and employees.

## I. Independent Contractor

1. Contractor shall perform the work required by this Contract as an "Independent Contractor." Although MWCOG reserves the right to determine the delivery schedule for the work to be performed and to evaluate the quality of the completed performance, MWCOG cannot and will not control the means or manner of the Contractor's performance. The Contractor shall comply promptly with any requests by MWCOG 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.
2. Contractor represents and warrants that Contractor is not an employee of MWCOG, is not currently employed by the Federal Government, and is not an officer, employee or agent of MWCOG.
3. 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.
4. Contractor agrees to immediately provide MWCOG notice of any claim made against Contractor by any third party. Contractor also agrees not to assign to any third party, without MWCOG's written consent, any obligation of MWCOG to indemnify Contractor for any actions under this Contract.

## J. Insurance Requirements

1. 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 MWCOG as ADDITIONAL INSURED. A copy of the certificate of insurance shall be filed with MWCOG 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).

2. Contractor shall obtain, and at all times keep in effect, automobile insurance on all vehicles used in this Contract with MWCOG 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 MWCOG and/or individual members, their employees, and agents as ADDITIONAL INSURED.
3. Contractor shall, upon request, provide MWCOG with certification of Workers' Compensation Insurance, with employer's liability in the minimum amount required the governing jurisdiction's law in effect for each year of this Contract.
4. All insurance policies shall have a minimum 30 days' notice of cancellation. Immediate written notice to MWCOG 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.
5. When insurance coverage is renewed, Contractor shall provide new certificates of insurance prior to expiration of current policies to all contracting agencies.

#### **K. Nondiscrimination**

1. A contractor who is the recipient of MWCOG and/or member funds, or who proposes to perform any work or furnish any goods under this Contract shall not discriminate against any worker, employee or applicant because of religion, race, sex, age, sexual orientation, physical or mental disability, or perceived disability.
2. Contractor further agrees that this provision will be incorporated in all sub-contracts entered into in connection with this Contract.

#### **L. Ownership of Documents and Materials**

1. The 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 the Contractor under the terms of this Contract shall at any time during the performance of the services be made available to MWCOG upon request and shall become and remain the exclusive property of MWCOG upon termination or completion of the services. These jurisdictions shall have the right to use the same without restriction or

limitation and without compensation to the Contractor other than that provided in this Contract. MWCOG shall be the owner for the purposes of copyright, patent or trademark registration.

2. If the 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 MWCOG and/or members of ownership for purposes of copyright, patent or trademark and of all right to possess and to use such design, device, material or process and a legally sufficient agreement with the patentee or owner, and a copy of such agreement shall be filed with MWCOG and/or members.
3. The Contractor shall indemnify and save harmless MWCOG 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 MWCOG, their officers, agents, and employees with respect to any claim. Action, costs or infringement, for royalties or user fees, arising out of purchase or use of materials, construction, supplies, equipment or services covered by this Contract.

#### **M. Payments**

Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after MWCOG's receipt of a proper invoice from the Contractor.

#### **N. Records**

1. 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.
2. Contractor acknowledges and agrees that the MWCOG and their 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.
3. All subcontracts shall also comply with these provisions.

#### **O. Remedies**

1. Corrections of errors, defect and omissions. Contractor agrees to perform the work as may be necessary to correct errors, defects, and omissions in the services required under this Contract, without undue delays and without cost to MWCOG. The

acceptance of the work set forth herein by MWCOG shall not relieve the Contractor of the responsibility of subsequent corrections of such errors.

2. Set Off. MWCOG may deduct from and set-off against any amounts due and payable to the Contractor any back-charges, penalties, or damages sustained by MWCOG, their agents, employees of recipients of its services, by virtue of any breach of this Contract by the Contractor or by virtue of the failure or refusal of the Contractor to perform the services or any part of the services in a satisfactory manner. Nothing herein shall be construed to relieve the Contractor of liability for additional costs resulting from a failure to satisfactorily perform the services.
3. Cumulative. All rights and remedies of MWCOG/ members and Contractor shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of the MWCOG by law.

#### **P. Responsibility of Contractor**

1. The Contractor shall perform the services with the standard of care, skill, and diligence normally provided by a Contractor in the performance of services similar the services hereunder.
2. Notwithstanding any review, approval, acceptance or payment for the services by MWCOG, the Contractor shall be responsible for the professional and technical accuracy of its work, design, drawings, specifications and other materials furnished by the Contractor under this Contract.
3. If the 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 MWCOG, perform at its own expense and without additional cost to MWCOG, those services necessary for the correction of any deficiencies or damages resulting, in whole or in part, from the Contractor's failure. This obligation is in addition to and not in substitution for any other remedy available to MWCOG under the "Remedies" paragraph, or otherwise available by law.

#### **Q. Severability/Waiver**

1. MWCOG 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.
2. 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.

**R. 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 MWCOG. MWCOG have the right to withhold such consent for any reason MWCOG deem appropriate.

**S. Survival**

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

**T. Termination**

1. If the Contractor fails to fulfill its obligations under the Contract properly and on time, or otherwise violates any provision of the Contract, MWCOG may terminate the Contract by written notice to the Contractor.
2. The notice shall specify the acts or omissions relied upon as cause for termination.
3. All finished or unfinished work provided by the Contractor shall, at MWCOG's option, become MWCOG's and/or member's property. MWCOG 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 the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and MWCOG can affirmatively collect damages.

**U. Termination of Contract for Convenience**

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

**V. Termination of Multi-Year Contract**

1. If MWCOG 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 MWCOG's and/or members rights or the Contractor's rights under any termination clause in this Contract.

2. The effect of termination of the Contract hereunder will be to discharge both the Contractor and MWCOG from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. MWCOG shall notify the 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.

**W. Time is of the essence**

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

**X. Whole Contract**

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

*(Revised 8/22/2017)*

## **XVII. ATTACHMENT B: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The prospective vendor certifies to the best of its knowledge and belief that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any department or agency of the District of Columbia, State of Maryland or the Commonwealth of Virginia or any of the 24 jurisdictions comprising the membership of the Metropolitan Washington Council of Governments (COG);
- Have not within a three year period preceding this date been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated above of this certification; and
- Have not within a three-year period preceding this date had one or more public transactions (Federal, State or local) terminated for cause or default.

Vendor understands that a false statement on this certification may be grounds for rejection of any submitted proposal or quotation or termination of any award. In addition, under 18 U.S.C. § 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both if federal funds are being used to support the procurement.

---

Typed Name of Vendor

---

Typed Name & Title of Authorized Representative

---

Signature of Authorized Representative

Date

**XVIII. ATTACHMENT C: CONTRACT REFERENCES**

CONTRACTOR: \_\_\_\_\_

PROVIDE A MINIMUM OF THREE (3) REFERENCES FROM CUSTOMERS THAT ARE CAPABLE OF DISCUSSING YOUR COMPANY’S ABILITY TO PERFORM CONTRACTS OF COMPARABLE SIZE AND SCOPE. It is imperative that accurate contact names and phone numbers be given for the projects listed. All references should include a contact person who can comment on the company’s ability to perform the services required under this contract. The company should insure that telephone numbers and contact names given are up-to-date and accurate.

Reference Number 1

1. Name of Client Organization: \_\_\_\_\_

2. Name and Title of Point of Contact (POC) for Client Organization:  
 \_\_\_\_\_

3. Phone Number of POC: \_\_\_\_\_

4. Approximate Value of Contract: \_\_\_\_\_

5. Duration of Contract: \_\_\_\_\_

6. Description of Services Provided: \_\_\_\_\_  
 \_\_\_\_\_

Reference Number 2

1. Name of Client Organization: \_\_\_\_\_

2. Name and Title of Point of Contact (POC) for Client Organization:  
 \_\_\_\_\_

3. Phone Number of POC: \_\_\_\_\_

4. Approximate Value of Contract: \_\_\_\_\_

5. Duration of Contract: \_\_\_\_\_

6. Description of Services Provided: \_\_\_\_\_  
 \_\_\_\_\_

Reference Number 3

1. Name of Client Organization: \_\_\_\_\_
  2. Name and Title of Point of Contact (POC) for Client Organization:  
\_\_\_\_\_
  3. Phone Number of POC: \_\_\_\_\_
  4. Approximate Value of Contract: \_\_\_\_\_
  5. Duration of Contract: \_\_\_\_\_
  6. Description of Services Provided: \_\_\_\_\_  
\_\_\_\_\_
- 

Reference Number 4

1. Name of Client Organization: \_\_\_\_\_
  2. Name and Title of Point of Contact (POC) for Client Organization:  
\_\_\_\_\_
  3. Phone Number of POC: \_\_\_\_\_
  4. Approximate Value of Contract: \_\_\_\_\_
  5. Duration of Contract: \_\_\_\_\_
  6. Description of Services Provided: \_\_\_\_\_  
\_\_\_\_\_
-

Reference Number 5

1. Name of Client Organization: \_\_\_\_\_

2. Name and Title of Point of Contact (POC) for Client Organization:

\_\_\_\_\_

3. Phone Number of POC: \_\_\_\_\_

4. Approximate Value of Contract: \_\_\_\_\_

5. Duration of Contract: \_\_\_\_\_

6. Description of Services Provided: \_\_\_\_\_

\_\_\_\_\_

**XIX. ATTACHMENT D: OFFEROR'S POINTS OF CONTACT**

Offeror's Name \_\_\_\_\_

Company DBA \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

DUNS# \_\_\_\_\_

TAX ID# \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

**Authorized Points of Contact:**

Representative Points of Contact	Name	Title	Telephone Email
Technical			
Contracts			
Contracts Alternate			
Legal Notices			