



Metropolitan Washington
Council of Governments

REQUEST FOR QUOTATION (RFQ) 21-003

RACIAL EQUITY EDUCATION AND TRAINING

**Proposers shall submit electronic copy
with the complete proposal to:**

**Proposals shall be uploaded no later than
2:00 p.m. EDT, March 30, 2021**

**Electronic submissions are required to be
submitted for this RFQ To COG's solicitation "lockbox"**

NOTE: See lockbox submission instructions in Section VIII

**REQUEST FOR PROPOSAL
RFQ 21-003
RACIAL EQUITY EDUCATION AND TRAINING**

Release Date March 2, 2021

I. SUMMARY

| | |
|--|---|
| Services requested | Qualified instructors to lead racial equity and training courses for COG member jurisdictions |
| Contract type | Time and materials (T&M) |
| Number of contracts | Multiple |
| Duration of contract | One year, with three options to extend for one additional year each |
| Disadvantaged Business Enterprise (DBE) goal | Up to thirty-five (35%) percent |
| Payment method | Net 30 |
| Planned duration of RFP advertisement | 4 weeks |
| Start of advertisement period for RFP | March 2, 2021 |
| Deadline for questions about RFP | 7 business days before deadline |
| Deadline for COG responses to questions | 3 business days before deadline |
| Deadline for proposals | March 30, 2021 |

II. METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS

The Metropolitan Washington Council of Governments (“COG”) is the regional organization of the Washington area's 24 major local governments and their governing officials, plus area members of the Maryland and Virginia legislatures and the U.S. Senate and House of Representatives.

COG has a staff of more than 130 professionals, including transportation engineers, urban planners, civil and water engineers, and public safety experts. Most work in the Transportation Planning, Environmental Programs, Community Planning and Services, and Homeland Security and Public Safety departments. Additionally, COG staff members support several administrative and agency-wide member services, such as accounting and finance, contracts and purchasing, human resources, information technology and facilities, communications, and member and government relations.

The Board of Directors is COG’s governing body and is responsible for its overall policies. The National Capital Region Transportation Planning Board and the Metropolitan Washington Air Quality Committee are independent policy boards staffed by COG. In addition to these boards, a wide network of policy, technical, and advisory committees advance COG’s regional work.

III. PROJECT OVERVIEW AND BACKGROUND

Across the jurisdictions served by COG and throughout the nation, health outcomes vary starkly by race and ethnicity. The coronavirus pandemic has provided a harsh example, but the problem of health inequities is larger and older. For generations, African Americans have experienced higher mortality rates than whites, and Hispanic Americans have died at higher rates from diabetes and other chronic diseases. Such inequities help explain why life expectancy varies by

28 years across the COG region. African Americans account for 93% of the population in the five census tracts with the lowest life expectancies but only 7% of the population where life expectancy is highest.

Health is also influenced by place, and health inequities are influenced by structural racism, the “systems, social forces, institutions, ideologies, and processes that generate and reinforce inequities among racial and ethnic groups.” Minority communities often have lower household income and less access to education, healthy foods, green space, affordable housing and transportation, and health care. In addition, these communities often face greater health threats such as air pollution and violence. A study by Virginia Commonwealth University’s Center on Society and Health estimated that nearly half (47%) of the variation in health across census tracts in the COG region was associated with race and immigrant status.

Many jurisdictions in the COG region have committed themselves to racial equity initiatives to reduce health inequities. They are addressing neighborhood conditions that restrict opportunities for good health and economic mobility, and are hosting open discussions about racism, dismantling exclusionary policies that disadvantage groups, investing in neglected neighborhoods, and curbing gentrification and the displacement of residents. They seek a future in which the opportunity for good health is available to all residents.

Racial equity is a fundamental COG value, which has been affirmed by the Board of Directors in the following statement and [resolution R26-2020](#) approved in July 2020.

The Board affirms that our work together as the Metropolitan Washington Council of Governments will be anti-racist and will advance equity; and

The Board affirms that Equity will be woven into COG’s Region Forward Vision to ensure a more prosperous, accessible, livable, sustainable, and equitable future for all area residents and throughout COG’s analyses, operations, procurement, programs, and priorities.

The COG Chief Equity Officers Committee is charged with advancing racial equity within COG programs and committees, COG member local governments, and throughout the metropolitan Washington region. The Committee will support COG’s mission to be anti-racist and advance racial equity through work focused on implementing policies and practices that promote racial equity for all area residents and throughout COG’s analyses, operations, procurement, programs, and priorities. The Committee’s work will support the Chief Administrative Officers, the COG Board of Directors, and policy committees. The Committee is comprised of the Chief Equity Officer, or equity lead, from each COG jurisdiction.

IV. SCOPE OF WORK

The COG Chief Equity Officers Committee is seeking contractor(s) with demonstrated knowledge of racial equity and experience with organizational racial equity education and training. A variety of training programs are needed for staff at small, medium, and large local governments looking to advance racial equity through education, training and practices. The following local governments are currently seeking training and/or education services: Arlington County, City of Alexandria, Charles County, City of College Park, District of Columbia, Frederick County, City of Gaithersburg, City of Greenbelt, City of Fairfax, Fairfax County, Loudoun County, Montgomery County, Prince William County, and the City of Takoma Park.

- A. Training and education offerings should focus on one or all of the following topics:
1. Normalizing conversations about race: this workshop should focus on normalizing conversations about race, developing and sharing a racial equity framework, and operating with urgency and accountability. By the end of this workshop, participants should gain a deeper understanding of the broader and structural ways in which race is constructed. This workshop should also examine the regional landscape through a data review with an equity lens and should introduce participants to key racial equity terminology.
 2. Developing effective dialogue to address policies and practices that limit the advancement of racial equity: this training should develop the capacity for participants to engage in uncomfortable conversations about race; examine a broad range of perspectives from different stakeholders; identify and address practices and policies that have fostered the achievement gap; create a culture in which all practices and policies are developed through a racially conscious lens.
 3. Racial Equity Introductory Training: training focused on developing the capacity of participants to better understand racism in its institutional and structural forms. Present a historical, cultural, and structural analysis of racism. Topics covered could include: understanding and controlling implicit bias; race, poverty, and place; institutional power; importance of definitions of race and racism; history and legacy of race in American economic and policy development; racial identity and its interaction with institutional culture.
 4. Addressing Race Relations in 21st Century: interactive presentation for participants to develop an appreciation for their role in becoming anti-racist by: providing a framework on how to address issues of equity and race; creating common language for entering into discourse; and increasing ones understanding of diverse experiences and perspectives. This training should address the importance of racial cognizance; increasing knowledge of others and their experiences of racism and oppression; developing skills to work effectively across cultures; and advocating and taking action to initiate change.
- B. Training and education offerings should include the following essential components:
1. Explicit conversation and expert facilitation to illuminate the connection between individual, institutional, and structural racism, and to deepen participants' understanding of the broader and structural ways in which race is constructed. Curriculum should incorporate institutional and structural strategies which are most effective for leveraging change throughout the organization.
 2. Tailored workshops and learning activities to best meet the needs of each local government. Facilitator(s) should be willing to re-design activities in the moment to ensure participants' time and experience is maximized. Participants will be encouraged to engage in pre-workshop activities to maximize efficiency during workshop times.
 3. Feedback from workshops and stakeholder engagements shall be documented and submitted for review. While staff will assist in facilitating meetings, ensuring the confidentiality of participant feedback will be the responsibility of the selected contractor.

4. The contractor shall ensure that the participant engagement process is equally responsive to the unique challenges of the organization, its employees, committee members, and other participating stakeholders.

V. DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION AND SCORING

- 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. 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 – no other certifications will be accepted.).
- B. COG, in accordance with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000 d – 42 and Title 49, Code of Federal Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered pursuant to this advertisement will afford minority business enterprises full opportunity to submit bids in response to this invitation, and will not discriminate on the grounds of race, color, sex, or national origin in consideration for an award.
- C. DBE Assurance – In signing this solicitation the Contractor or Subcontractor(s) assures it 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:

| <u>PARTICIPATION POINTS</u> | |
|-----------------------------|----|
| 10% to 14% | 3 |
| 15% to 19% | 6 |
| 20% to 24% | 9 |
| 25% to 34% | 12 |
| 35% or more | 15 |

- E. Attachment E must be filled out and all DBE Certification documentation must be attached with this form at the end of the proposal submission in order to get DBE points.

VI. PROPOSAL QUESTIONS

- A. All questions concerning the RFQ must be submitted in writing to the COG Contracts and Purchasing Office at purchasing@mwkog.org, cc: rkonrad@mwkog.org no later than 7 business days prior to the deadline. No questions will be accepted after this date.
- B. All questions will be answered via addendum and posted on COG's website, no later than 3 business days before the deadline.

VII. CONTENT AND ORGANIZATION OF PROPOSAL**A. Content**

All Offerors must submit their proposals following the prescribed format. Adherence to the proposal format by all Offerors will ensure a fair evaluation regarding the needs of COG.

Offerors not following the prescribed format may be deemed non-responsive. The letter transmitting the proposal must be signed by an officer authorized to bind the Offeror. The proposal must include the following:

Offerors shall submit a cover letter to COG Contracts and Purchasing Manager, 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 or indicating any exceptions. Exceptions should be attached to the letter on a separate page or pages.

The proposal should be organized as follows:

First File:

1. Introduction
 - a. Letter of Interest, followed by any exceptions.
 - b. Table of Contents
 - c. Executive Summary
2. Qualifications of the firm and key personnel
 - a. This section shall provide the professional credentials and expertise of the Offeror and key personnel assigned to this project.
 - b. Although standard personnel resumes may be included as attachments to the proposal, amplification specific to this solicitation is required in this section.
 - c. The absence of such project specific information shall cause the proposal to be deemed non-responsive.
 - d. Resumes need to be submitted in a separate file.

3. Proposed method to accomplish the work

- a. In this section of the proposal, Offerors must provide a detailed description of their approach for accomplishing the tasks specified herein. Considering the challenges presented by the COVID-19 pandemic, alternative approaches for remote engagement are expected.
- b. This section shall include a work plan, schedule, and a project management plan that will detail all lines of authority and communication which will support all the project requirements and logically lead to the deliverables required in this RFQ.

A matrix shall be provided which will identify, by task, key personnel assignments and the number of anticipated hours for those personnel by task.

- c. Timely completion of the tasks outlined for this project is of critical importance. Offerors are to provide a brief description of their current projects and the availability of key personnel proposed in this project.

4. References of the Contractor and any Subcontractor(s)

- a. The Offeror and any Subcontractor shall provide at least 3 references who COG may contact regarding similar work performed.
- b. Offerors may provide letters of reference from previous relevant clients. Names, titles, addresses and telephone numbers shall be included for each reference.
- c. All 3 of these references shall include work in which the key personnel proposed to COG have been assigned. *See Attachment C*

Second File:

5. Cost proposals for the Offeror and any Subcontractor(s).

This section shall provide the total costs by work task, including all expenses, profits and fees to be charged to COG for providing the services described above.

- A. Files submissions (3) Maximum size up to 10 MB each
 - a. Main Proposal - Sections V.A.1-4 (excluding resumes)
 - b. Proposal Form (Cost Proposal as V.A.5 above, Section XII., and all subsequent attachments that require signatures, including Attachment E and all DBE Certification documents.
 - c. Resumes of key personnel

VIII. METHOD OF PROPOSAL EVALUATION AND SELECTION

The proposals will be evaluated by a technical selection committee. The selection committee may hold, at COG's option, a pre-selection meeting with the top-ranked Offerors.

COG may issue multiple awards for this solicitation.

The final recommendation for selection to the COG Contracting Officer may be made based upon interviews and/or a best and final offer submitted by the Offerors, if required by the selection committee. In evaluating the proposals, the following factors will be considered, with points awarded up to the maximum shown:

| Factor | Points |
|--|--------|
| Understanding and methodology used for the project and proposed approach to provide the services as described in the Scope of Work | 20 |
| Demonstrated racial equity knowledge and experience of key personnel | 20 |
| Demonstrated organizational and experience facilitating trainings on race and racial equity | 25 |
| Cost and Price Analysis | 20 |
| DBE Participation | 15 |
| Total Points | 100 |

IX. SUBMISSION DATE AND LOCKBOX INSTRUCTIONS

- A. Proposals shall be received via “Lockbox” **no later than 2:00 p.m. EDT on March 30, 2021.**
- B. Submissions for this RFQ must be made electronically to COG’s solicitation “Lockbox.”
- C. Lockbox Submission Instructions are as follows:
 - 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, proposer must be registered on the Mid-Atlantic Purchasing Team Vendor Registration System (“VRS”) portal at <https://mwcog.net>.

If proposer is not registered, please do this before accessing the LOCKBOX.

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: Proposer will need its company information including its TIN/EIN number if proposer is a company or proposer's SSN if proposer is a sole proprietor.
 - Registering will give proposer access to the LOCKBOX solicitations.
- ii. If the firm is already registered in the VRS then this step can be skipped. The vendor will need to have their Vendor ID and VIN numbers handy.
- iii. 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 proposer is interested in submitting a response to this solicitation, click on the REQUEST button. After providing the VRS vendor ID and VIN, proposer will receive a one-time use bid id and password by email. Also use proposer's credentials for the following:

- To submit a question to COG.
- To upload proposer's 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 proposer's formal response should proposer desire to cancel its submission or to replace an already uploaded copy with a modified version.
- To verify that the document in the lockbox is the one proposer uploaded.

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

If proposer wants to ensure that proposer's company details are correct prior to uploading the proposal, then logon to VRS using proposer's VRS vendor ID and VIN then jump to the vendor summary page in VRS to make any changes desired.

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

- b. Please do not wait until the last moment to register. If problems occur during registration please contact COG's provider at customerservice@eepex.com and cc: purchasing@mwcog.org
- c. DO NOT email submissions directly to COG they will be disqualified.

X. CONTRACT AWARD AND PAYMENT METHODS

- A. COG reserves the right to award contracts to more than one firm under this RFQ. Multiple awards under this RFQ may result in future task orders for additional work to be competed with by the awardees.
- B. COG requires the following contract payment methods for any contract resulting from this solicitation.
 - 1. Electronic Payment is required for all billing to COG. This means the payment of money by COG to a vendor by electronic means, including by means of a purchase card (P-card) or Automated Clearing House (ACH) funds transfer method.
 - 2. COG has implemented a Purchasing Card (P-Card) Program utilizing MASTERCARD networks. Purchases from this contract will be made utilizing COG's Purchasing Card. This is the preferred method of payment.
 - 3. Contractors will receive payment from the purchasing card in the same manner as other credit card purchases. The payments typically are transferred within 48 hours.
 - 4. Accordingly, proposers must presently have the ability to accept these P-cards or take whatever steps necessary to implement the ability before the start of the contract term, or contract award by the COG.
 - 5. In some rare cases, Automated Clearinghouse (ACH) transactions will be acceptable as a form of payment to our vendors. Please keep in mind the turn-around time on ACH transactions can be as long as 30 days.
 - 6. COG reserves the right to revise this program as necessary.

XI. COOPERATIVE PURCHASING

- A. COG, as an agent to the Participating Agencies, reserves the right to extend all of the terms, conditions, specifications, and unit or other prices of any contract resulting from this RFQ to other public and non-profit agencies in or outside the region.
- B. This is conditioned upon mutual agreement based on the attached Rider Clause (Attachment D) of all parties pursuant to special requirements which may be appended thereto.
- C. Contractor(s) agrees to notify COG of the Participating Agencies that desire to use any contract resulting from this RFQ within 30 days of receiving said requests and to provide reporting as required per this RFQ (see Section X.B below).
- D. All contracts resulting from this RFQ shall be with the individual Participating Agencies. COG assumes no authority, liability or obligation on behalf of any Participating Agency using a contract resulting from this RFQ, or any Contractor, or any other entity with respect to this procurement or any contract resulting from it.

- E. Participating Agencies may have other or additional terms and conditions that must be met by the Contractor.
- F. All purchases and payment transactions will be made directly between the Contractor and the Participating Agency except where otherwise noted.

XII. PARTICIPATION, SALES REPORTING, AND ADMINISTRATIVE FEES

- A. Contractor shall provide summary information on the purchases by all Participating Agencies, through the purchasing program associated with this RFQ, to COG on a semi-annual basis to allow COG to monitor the program's use and benefit to its members.
- B. Semi-annual reporting Due Dates:
 - 1. November 30 of each year, covering the prior period of May 1 – October 31
 - 2. May 31 of each year, covering the prior period of November 1 – April 30
- C. The semi-annual report will provide sales data, as applicable, broken down by item, quantity, unit cost and total for each individual Participating Agency within the timeframe laid out above. Contractor is responsible for establishing an accounting system or process that will enable the tracking and reporting of sales to Participating Agencies under this RFQ.
- D. The Proposal must include an administrative fee paid to COG equivalent to three percent (3%) of gross sales to Participating Agencies under this specification. The successful Proposer will be responsible for tracking and rebating this fee to COG semi-annually, based on gross sales for the periods described above and due on November 30th and May 31st of each year on all contracts made pursuant to this RFQ award.

XIII. CONTRACT TERMS

- A. Any resulting contract(s) shall be with COG and any of the Participating Agencies and shall run for an initial term of one (1) year, beginning upon the execution of a contract, with options to renew for three (3) additional one year periods.
- B. COG will notify the Contractor(s) of the intention to exercise the renewal options above least sixty (60) days prior to the end of the current contract.
- C. Contractor shall notify all Participating Agencies of any price increases which shall take effect in the next year at least forty-five (45) days prior to the end of the contract year. Notification shall be in writing and shall identify the items, the new price, and the amount of increase specified as a percentage (%) or an amount. This includes updating hourly staffing and expense costs tables.
- D. The award and resultant contract(s) shall be non-exclusive. Each Participating Agency shall determine its method of purchasing supplies from the contracted Proposer. This includes the right to obtain products from any other awarded Proposer(s) with lower prices and better overall service during the contract term.
- E. The Contracts will include the required administrative fee as set forth at X.D, above.
- F. No guarantee is made regarding specific quantities that may be ordered under this contract.

XIV. RFQ 21-003 Response Form (Checklist and Acknowledgement & Signature Section)

A. Pricing Breakdown.

| Training Sessions | Description | Cost Per Session |
|--|---|------------------|
| Intro to advancing racial equity (4 hours) | Participants gain awareness of the history of race and of implicit and explicit bias and individual, institutional, and structural racism and how it impacts the workplace; gain skill at identifying and addressing institutional and structural racism; and increase capacity to advance racial equity. We introduce a racial equity tool that can be used in decisions relating to policies, practices, programs and budget and share effective communications strategies. | |
| Race & advancing racial equity workshop (2 days) | This workshop should develop the capacity of participants to better understand racism in its institutional and structural forms. This workshop presents a historical, cultural, and structural analysis of racism. With shared language and a clearer understanding of how institutions and systems are producing unjust and inequitable outcomes, participants should leave the training better equipped to begin to work for change. | |
| Listening Sessions: Creating Space for People to Process (2 hours) | The first 15 minutes of each group is spent providing context for why we are sharing the space together, followed by a brief overview of norms for engaging in difficult conversations, i.e., speak your truth, experience discomfort, take risks, expect/accept non closure, and no fixing. The rest of the time is spent sharing, listening, and connecting with one another. | |
| Using a Racial Equity Tool (8 hours) | This workshop provides instruction and practice on how to use a racial equity toolkit within policy, program and budget decision-making processes. Participants will gain skills by using the tool with their own topics they would like to assess from a racial equity perspective. | |
| Developing a Racial Equity Action Plan (8 hours) – | Developing a Racial Equity Action Plan means putting ideas and understanding into action. This entails building organizational infrastructure across the breadth (all functions) and depth (up and down hierarchy), using a Racial Equity Tool, and developing and implementing strategies, including both within and across departments. | |
| Normalizing conversations about race workshop (4 hours) | Developing effective dialogue to address policies and practices that limit the advancement of racial equity: this training should develop the capacity for participants to engage in uncomfortable conversations about race; examine a broad range of perspectives from different stakeholders; identify and address practices and policies that have fostered the achievement gap; create a culture in which all practices and policies are developed through a racially conscious lens. | |
| Other | A sheet may be attached with additional courses offered, with pricing on a per-session cost. | |

B. Please attach a sheet with staffing job titles, hourly costs and other reimbursable expenses. NOTE: This may be used for future reference on any task orders.

See next page for acknowledgements and signature.

This page must be filled out completely for the submission to be deemed responsive.

Proposer's Check List and Required Forms -

| ITEM | YES | NO |
|---|-----|-----|
| • Attachment A - Acknowledge and Accept All Terms and Conditions (If NO - Exceptions should be noted on a separate sheet) | ___ | ___ |
| • Attachment B - Non-Collusion and Debarment Affidavit | ___ | ___ |
| • Attachment C - References | ___ | ___ |
| • Attachment D - Acknowledge Rider Clause | ___ | ___ |
| • Electronic Payment - P-card (preferred) | ___ | ___ |
| • ACH | ___ | ___ |
| • Certificate of Insurance (ACORD Form 25) | ___ | ___ |
| • Exceptions | ___ | ___ |

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

Addendums Acknowledged (if addendums were issued) -

| | | | |
|-------------|---------|--------|---------|
| Addendum #1 | YES ___ | NO ___ | N/A ___ |
| Addendum #2 | YES ___ | NO ___ | N/A ___ |
| Addendum #3 | YES ___ | NO ___ | N/A ___ |
| Addendum #4 | YES ___ | NO ___ | N/A ___ |

Others _____

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

NAME: _____

COMPANY: _____

ADDRESS: _____

TELEPHONE: _____ FAX: _____

EMAIL: _____

SIGNATURE: _____

TITLE: _____

**ATTACHMENT A
TERMS AND CONDITIONS**

This document sets out provisions generally applicable to Metropolitan Washington Council of Governments (“MWCOCG”) 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 "MWCOCG" includes MWCOCG, 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.

I. 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.

II. 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 MWCOCG immediately. Upon learning of the actions herein identified, MWCOCG 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 MWCOCG may have as provided in this agreement or by law.

III. Compliance with Law

The 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 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;

- E. It shall comply with all federal, state and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
- F. 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.

IV. 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.

V. 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.

VI. 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.

VII. 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.

VIII. 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.

IX. Independent Contractor

- A. 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.

- B. 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.
- 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 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.

X. 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 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).
- B. 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.
- C. 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.
- D. 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.
- E. When insurance coverage is renewed, Contractor shall provide new certificates of insurance prior to expiration of current policies to all contracting agencies.

XI. Civil Rights Requirements - 29 U.S.C. § 62, 42 U.S.C. § 2000, 42 U.S.C. § 602, 42 U.S.C. § 12112, 42 U.S.C. § 12132, 49 U.S.C. § 5332

A. Nondiscrimination

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of federal law, the PROPOSER 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, the PROPOSER agrees to comply with applicable federal implementing regulations. The clauses of Appendix A and E of the U.S. DOT Standard Title VI Assurances (USDOT 1050.2A) are incorporated herein by reference.

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

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

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

- C. The PROPOSER 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.

XII. Ownership of Documents and Materials

- A. 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 MWCOCG upon request and shall become and remain the exclusive property of MWCOCG 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. MWCOCG shall be the owner for the purposes of copyright, patent or trademark registration.
- B. 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 MWCOCG 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 MWCOCG and/or members.
- C. The Contractor shall indemnify and save harmless MWCOCG 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 MWCOCG, 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.

XIII. Payments

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

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.

COG has implemented a P-Card Program utilizing MASTERCARD networks. Purchases from this contract will be made utilizing COG's P-Card.

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.

Accordingly, contractors must presently have the ability to accept these P-Cards or take whatever steps necessary to implement their ability before the start of the contract term, or contract award by the COG. COG reserves the right to revise this program as necessary.

In rare cases, ACH transactions will be acceptable as a form of payment to our contractors. Please keep in mind the turn-around time on ACH transactions can be as long as 30 days.

XIV. Records

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

XV. Remedies

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

XVI. Responsibility of Contractor

- A. 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.

- B. 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.
- C. 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.

XVII. Severability/Waiver

- A. 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.
- 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.

XVIII. 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.

XIX. Survival

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

XX. Termination

- A. 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.
- B. The notice shall specify the acts or omissions relied upon as cause for termination.
- C. 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.

XXI. Termination of Contract for Convenience

- A. 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.
- B. 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.

XXII. Termination of Multi-Year Contract

- A. 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.
- B. 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.

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. 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 9/12/2020)

**ATTACHMENT B
NON-COLLUSION AND DEBARMENT 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 bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this Bid submitted to the Metropolitan Washington Council of Governments & Mid-Atlantic Purchasing Team.

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

Bid _____

Name of Bidder _____

Signature

Title of Authorized Representative

Swore to and subscribed before me this _____ day of _____, 20____

My commission expires _____, 20____.

Notary Public

(Notary Seal)

**ATTACHMENT C
CONTRACT REFERENCES**

CONTRACTOR: _____

PROVIDE NO LESS THAN THREE (3) AND UP TO FIVE (5) 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:

Phone Number of POC: _____ Email: _____
3. Approximate Value of Contract: _____
4. Duration of Contract: _____
5. Description of Services Provided: _____

6. Team Member(s) Involved: _____

Reference Number 2

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

Phone Number of POC: _____ Email: _____
3. Approximate Value of Contract: _____
4. Duration of Contract: _____
5. Description of Services Provided: _____

6. Team Member(s) Involved: _____

Reference Number 3

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

Phone Number of POC: _____ Email: _____
3. Approximate Value of Contract: _____
4. Duration of Contract: _____
5. Description of Services Provided: _____

6. Team Member(s) Involved: _____

ATTACHMENT D COG COOPERATIVE RIDER CLAUSE

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

I. Format

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

II. Terms

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

III. Other Conditions - Contract and Reporting

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

Semi-annual reporting Due Dates beginning from Contract execution:

- November 30, covering May 1 – October 31
 - May 31, covering November 1 – April 30
- D. Contractor is required to report any Participating Agency that is added to the contract and a **COG Rider Clause Approval Form** must be filled out by the Participating Agency and approved by COG (see sample form below).
 - E. Contractor must provide to COG a semi-annual administrative fee of 3% on all gross sales at the time of the semi-annual report submission due dates listed above.
 - F. Agencies outside of the COG and Baltimore region are permitted to ride this contract with the agreement of the contractor and COG.

In pricing and other conditions, contractors are urged to consider the broad reach and appeal of public and non-profit entities in the National Capital and Baltimore region.

II. Participating Members**COG Member Governments**

- **District of Columbia**

- **Maryland**

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

- **Virginia**

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

- **Other Local Governments**

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

- **Public Authorities/Agencies**

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

- Washington Metropolitan Area Transit Authority
- Washington Suburban Sanitary Commission

- **School Systems**

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

- **State Agencies**

- Maryland-National Capital Park and Planning Commission
-

- **BALTIMORE METROPOLITAN COUNCIL**

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

**ATTACHMENT D
COG RIDER CLAUSE**

Sample Approval Form Only – Do not fill out

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

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

Participating Agency Name _____

Contact Person _____

Phone _____ Email Address _____

Solicitation/Contract Information:

Name Solicitation/Contract _____

Lead Agency/Contract Holder _____

Contact Person _____

Solicitation/Contract Number _____ Other Reference _____

Vendor Information:

Contractor Name _____

Address _____

City/State/Zip _____

Contact Person _____

Phone _____ Email Address _____

See questions on next page.

Attachment E

DBE Plan Goals Submission

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

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

Copy for additional DBE subcontractors

| | | |
|---------------------|--------------|------------------|
| DBE SUBCONTRACTOR 2 | Name: _____ | |
| Street Address | _____ | Tax ID #: _____ |
| City, State, Zip | _____ | Website: _____ |
| POINT OF CONTACT | Name: _____ | Title: _____ |
| | Email: _____ | Telephone: _____ |

RFP 21-003 RACE AND SOCIAL EQUITY WORKSHOPS

| | | |
|--|--------------------------|---------------------------------------|
| Subcontract Value | Cost \$ _____ | Percentage of total _____% |
| DBE Performance Period | Start ___/___/___ | End ___/___/___ |
| DBE Certification | State: _____ | Certification Type: DBE (must be DBE) |
| | Certifying Agency: _____ | |
| Certification Form Must Be Attached to this form | Certification # _____ | Expiration Date: _____ |

Copy for additional DBE subcontractors

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

Copy for additional DBE subcontractors

| | | |
|------------------------|-------------------|----------------------------|
| DBE SUBCONTRACTOR 4 | Name: _____ | |
| Street Address | _____ | Tax ID #: _____ |
| City, State, Zip | _____ | Website: _____ |
| POINT OF CONTACT | Name: _____ | Title: _____ |
| | Email: _____ | Telephone: _____ |
| Subcontract Value | Cost \$ _____ | Percentage of total _____% |
| DBE Performance Period | Start ___/___/___ | End ___/___/___ |

RFP 21-003 RACE AND SOCIAL EQUITY WORKSHOPS

| | | |
|--|--------------------------|---------------------------------------|
| DBE Certification | State: _____ | Certification Type: DBE (must be DBE) |
| | Certifying Agency: _____ | |
| Certification Form Must Be Attached to this form | Certification # _____ | Expiration Date: _____ |
| <i>Copy for additional DBE subcontractors</i> | | |

NOTE: This form is available in Excel format upon request