



REQUEST FOR QUALIFICATIONS NO. 21-004

**TECHNICAL ASSISTANCE FOR
THE REGIONAL SAFETY PROGRAM**

Electronic submissions are required for this RFP

Electronic submissions shall be uploaded to COG's
solicitation "lockbox."

Proposals shall be uploaded no later than 2:00 p.m. EST,
MAY 14, 2021

NOTE: See lockbox submission instructions in Section XIV

**REQUEST FOR QUALIFICATIONS
RFQ 21-004**

Release Date April 7, 2021 ,TBD

TECHNICAL ASSISTANCE FOR PROJECTS FOR THE REGIONAL SAFETY PROGRAM

I. METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS

- A. 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.
- B. COG provides a focus for action on issues of regional concern such as comprehensive transportation planning, air and water quality management, environmental monitoring, tracking economic development and population growth and their effects on the region, coordinating public safety programs, and promoting child care and housing for the region. COG is supported by financial contributions from its participating local governments, federal and state government grants and contracts, and through grants and contracts from foundations and the private sector.

II. THE NATIONAL CAPITAL REGION TRANSPORTATION PLANNING BOARD

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

III. PROJECT OVERVIEW AND BACKGROUND

- A. The TPB initiated the Regional Safety Program in 2020 to provide support to member jurisdictions and agencies to develop and/or implement projects, programs, or policies to equitably improve safety outcomes for all roadway users. The program is largely focused on providing short-term consultant services to member jurisdictions or agencies to assist with planning or preliminary engineering projects that address roadway safety issues.

- B. While the TPB has long been involved in efforts to improve roadway safety in the National Capital Region (NCR), the level of focus on safety has increased significantly in the last several years. A resolution establishing an initial set of regional highway safety targets was adopted by the TPB in January 2018. During board deliberations before and since then, the TPB has indicated repeatedly, and in strong terms, that the number of fatalities and serious injuries on the NCR's roadways are unacceptable.
- C. To better understand the factors contributing to the unacceptably high numbers of fatal and serious injury crashes in the region, the TPB commissioned a regional safety study in June 2019. The findings and recommendations from this study were presented to the TPB over several months in early 2019. Drawing on the findings of the study, the TPB adopted [Resolution R3-2021](#) in July 2020. In this resolution the TPB urges its members to reaffirm road user safety as a top priority and prioritize the implementation of projects, programs, and policies that strive to reduce the number of fatal and serious injury crashes on the Region's roadways by working individually and/or collectively to take the following actions:
- Increase seat belt use among all occupants in a motor vehicle, reduce unsafe vehicle speeds, and reduce impaired and distracted driving;
 - Identify and implement applicable countermeasures, especially the approximately 50 countermeasures described in the resolution as appropriate and on a case by case basis consistent with the TPB's Policy Statement on Equity;
 - Adopt safety goals consistent with Vision Zero or Towards Zero Death policies, develop local roadway safety plans, and adopt procedures that increase the use of ignition interlock devices for impaired driving offenders; and
 - Establish and fund a Regional Safety Program at the TPB, beginning in fiscal year 2021, to assist member jurisdictions and the region to develop and/or implement projects, programs or policies to equitably improve safety outcomes for all roadway users.*
- * Note that the last point above is the portion of TPB Resolution R3-2021 that establishes and funds the Regional Safety Program related to this Request for Qualification (RFQ).
- D. The Regional Safety Program will focus on consultant-provided technical assistance to TPB member jurisdictions and agencies. This Request for Qualifications is intended to solicit qualified consultants for this technical assistance. The awarded contractors will receive a Master contract and then be eligible to compete for local Task Order SOW awards.

IV. OVERVIEW OF SOLICITATION PROCESS

Phase 1 Qualification of Prime contractor – RFQ 21-004 is the sole focus of this solicitation.

Phase 2 is not part of this solicitation but will include later task orders for which proposers are being qualified for in this RFQ.

V. SCOPE OF WORK

A. Phase 1. Prime Contractor Qualification

Through this RFQ, COG will qualify a limited number of firms through a competitive process. Each of the selected firms will be awarded a master contract on an “indefinite delivery/indefinite quantity” (IDIQ) basis. This master contract will be valid for three years,

with two optional one-year renewals, based on contractor performance and available funding. The firms that are awarded the master contracts will later compete for Regional Safety Program projects through task orders.

To establish the awarded contractors, COG is issuing this RFQ, which will qualify consultants that will perform Regional Safety Program planning and design projects requested by TPB member jurisdictions and agencies.

The projects funded will perform planning and/or preliminary engineering work up to 30% design. All interested consultants wishing to participate in the Regional Safety Program Program must be qualified through this RFQ 21-004.

Through this Regional Safety Program RFQ, COG is seeking to award contracts to multiple firms with varying skillsets to conduct an array of different types of projects that are expected to address one or more of the following TPB funding priorities:

1. Safety Improvements for Low-Income and Minority Communities

The TPB has identified locations, called Equity Emphasis Areas, that have high concentrations of low-income and minority populations. The Regional Safety Program encourages projects focused on reducing roadway fatalities and serious injuries in these areas.

2. Improving Road User Behavior

The Regional Safety Program seeks projects that increase seat belt use among motor vehicle occupants; reduce unsafe vehicle speeds; and reduce impaired and distracted driving.

3. Identifying and Designing Safety Countermeasures

The Regional Safety Program seeks projects that identify and design applicable countermeasures especially those outlined in TPB Resolution R3-2021.

4. Understanding Safety Data

The Regional Safety Program seeks projects to analyze crash data to better understand jurisdictional- or community-level roadway safety issues and identify behavioral or infrastructure countermeasures to address them.

5. Cross-Jurisdictional Safety Improvements

The Regional Safety Program encourages cross jurisdictional and/or multi-agency cooperation to improve safety on corridors or in areas that straddle jurisdictional boundaries.

It is expected that some, perhaps many, Regional Safety Program task order projects will fall within one or more of the categories listed below. Please note that the list below is illustrative and represents the types of task orders that are expected. Safety-related task orders that do not fit into any of these categories are also expected. This RFQ seeks to qualify multiple firms with varying skillsets. Firms will be evaluated on their level of qualification in their areas of specialization. It is not requested that a firm be qualified for each of the categories listed.

Therefore OFFERERS should develop proposals that relate to their experience, qualifications, and management approach with respect to the categories within their areas of specialization.

1. Studies and Planning Project Categories
 - Support for local roadway safety plans
 - Road Safety Audits
 - Crash data analysis
 - Identification of jurisdictional “high injury networks”
2. Design Project Categories
 - Road diet design
 - Lighting and signage improvements
 - Intersection improvements
 - Enhanced pedestrian and/or bicyclist infrastructure
3. Design Project (up to 30%) Typical Tasks include
 - Cost estimates of improvements
 - Engineering systems descriptions and analyses
 - Include engineering systems of transportation facilities or sites/districts. Response may include information based on either or both approaches.
 - Preliminary or schematic drawings with site plans and elevations
 - Renderings of site massing, elevation, or facility interior/exterior spaces
 - Site surveys

Firms selected through this RFQ will be awarded contracts that will provide them the opportunity to compete and be awarded task orders for individual Regional Safety Program projects. *Consultants should neither form teams nor identify subconsultants at this stage.* DBE points will not be awarded during this qualification stage. Subcontractors will not be qualified at this time. Firms may add and identify subconsultants on the task order level.

- B. Phase 2. Task Orders issued under resulting contract(s)
 1. Once consultants have been qualified in Phase 1 and received Master IDIQ Contracts according to their specialty(ies); as individual Regional Safety Program projects (task orders) become available, which will typically occur on an annual cycle, COG staff will reach out to the qualified firms with master (IQID) contracts to gauge their interest in individual Regional Safety Program projects.
 2. COG staff will then seek task order proposals from qualified firms that have been awarded master (IDIQ) contracts through this RFQ. If more than one task order proposal is received for a project, staff will conduct a competitive review to select the consultant to whom the task order will be issued.
 3. Not being available to accept one task will not disqualify a contractor from being offered future tasks. On an as-needed basis, COG reserves the right to separately solicit Regional Safety Program consultant support at a future date from firms other than those awarded contracts through this RFQ. Technical qualifications, DBE, and pricing are factors that will be considered in the awarding of task orders.
 4. For the most part, COG staff expect to seek proposals for task orders from multiple consultants who have been qualified through this RFQ. However, in cases in which only one

firm has expressed interest in submitting a proposal or when only one firm has been deemed qualified to perform the project, COG staff may solicit only one proposal.

VI. TYPE OF CONTRACT AND PERIOD OF PERFORMANCE

- A. COG is using this RFQ to select a limited number of firms that will each be awarded master contracts on an “indefinite delivery/indefinite quantity” (IDIQ) basis.
- B. The contracts awarded as a result of this RFQ will be valid for three years, with two optional additional one-year renewals contingent upon contactor performance and available funding.
- C. COG reserves the right to issue a supplemental solicitation at any time during this period or qualify additional firms as needed. Further, on an as-needed basis, COG reserves the right to procure consultant support for specific Regional Safety Program projects from firms other than those awarded contracts through this RFQ.
- D. COG invites all eligible bidders to respond to this RFQ. In addition to for-profit firms, eligible bidders may include individuals, non-profit organizations, and academic institutions.
- E. The firms that are awarded contracts as a result of the RFQ process may compete for Regional Safety Program projects through task orders. These task orders will be fixed price. It is anticipated that the dollar amounts for each task order will vary based upon project approvals by the Transportation Planning Board.
- F. For task orders in FY 2021 and 2022, COG/TPB currently intends to fund projects at varying levels within a range of \$30,000 to \$80,000. However, COG reserves the right to fund task orders for Regional Safety Program projects that may exceed \$80,000 or for less than \$30,000.
- G. Being awarded a contract as a result of this RFQ is not a guarantee that task orders will later be awarded.
- H. At the time of issuance of this RFQ, funding for the Regional Safety Program is expected to be authorized through June 30, 2022, and while COG anticipates that funding for the program will be extended into future fiscal years, such funding is not guaranteed.

VII. STRUCTURE OF SUBMISSIONS

Respondents must follow the prescribed format, or they may be deemed nonresponsive.

Adherence to the submission format by all respondents will ensure a fair evaluation and one which can evaluate each response with regard to the needs of COG. The letter transmitting the submission must be signed by an officer authorized to bind the respondent as required by this RFQ on the RFQ Response Form (Section XIV).

The written submission shall contain the information described under the headings below:

A. Qualifications of the Firms and Personnel

- 1. If Offeror is a firm, non-profit organization, academic institution, or other organization: This section shall provide information on the experience of the organization and qualifications

of key personnel proposed for this contract, along with information about any professional credentials. Although standard personnel resumes may be included as attachments to the submission, amplification, specific to this RFQ, is required in this section. The entity must also note any federal, state, or local DBE certifications it holds.

2. If Offeror is an individual: This section shall provide information on the experience and qualifications of the individual responding to this RFQ, along with information about any professional credentials. The individual also must note any federal, state, or local DBE certifications it holds.

B. Management Approach

1. If Offeror is an organization: This section shall describe the management approach that the Offeror would expect to employ in conducting Regional Safety Program projects. This section should also provide the fully burdened hourly rates for all personnel by labor category only that may be made available for projects.
2. If Offeror is an individual: This section shall describe the management approach that the Offeror would expect to employ in conducting Regional Safety Program projects. This section should also provide the Offeror's hourly rate.

C. References

1. The Offeror shall provide a minimum of at least three (3) references on the form provide (Attachment C).
2. Names, titles, addresses, and telephone numbers shall be included for each reference.

References should include past COG-related work in which key personnel have served (Please attach to reference form)

VIII. PROPOSAL DOCUMENT ORGANIZATION

Offerors shall submit a letter of interest, as a cover page to the attention of Mr. Rick Konrad, COG Contracts and Purchasing Manager, signed by an authorized principal or agent of the Offeror, which provides an overview of the submission, as well as, the name, title, and phone number of the person to whom questions may be directed concerning the submission.

The letter should also include a statement by the Offeror accepting all terms and conditions contained in this RFQ, the written submission shall be organized to match the headings delineated below:

Volume I: Technical Response (max 15 pages, min font size 11)

- A. Letter of Interest
- B. Table of Contents
- C. Executive Summary
- D. Qualification of the Firm
- E. Management Approach

Volume II: Resumes (max 10 pages, min font size 11)

Volume III: Administrative Response Form and Checklist (max 10 pages, min font size 11)

- A. Checklist fully filled out
- B. Acceptance of Terms and Conditions or exceptions to Terms and Conditions. Exceptions must be noted and attached to Proposal Form. COG will **not** negotiate terms and conditions after the RFQ process.
- C. Proof of Insurance – Acord Certificate provided by firms insurance company
- D. Signature page must be fully filled out.

IX. METHOD OF EVALUATING PROPOSALS AND OFFEROR SELECTION

This RFQ will be used to select a limited number of firms that will each be awarded master contracts on an “indefinite delivery/indefinite quantity” (IDIQ) basis. The firms that are awarded Master contracts will compete for Regional Safety Program task orders issued at a later date.

The criteria that will be used to evaluate submissions in response to this RFQ are described below.

A. Evaluation of Proposal Submissions

At the time of selection of offerors for contracts, submissions will be evaluated by a Regional Safety Program Technical Selection Committee. In evaluating the submissions, the following factors will be considered, with points awarded up to the maximum value shown:

Factors	Points
Understanding of the Program	20
Experience and Qualifications of the Offeror (References)	25
Experience and Qualifications of Key Personnel	25
Management Approach	30
Maximum Total Points	100

X. DISADVANTAGED BUSINESS ENTERPRISE

At this time, DBE participation is NOT a factor in this Master qualification phase.

Disadvantaged Business Enterprise (“DBE”) participation shall be an integral component of the selection process of the consultants for Regional Safety Program projects at the time that Task Orders are competed. There are no DBE requirements in response to this RFQ 21-004.

The information below is provided for informational and Task Order planning purposes only.

COG's DBE Policy may be viewed on its website <https://www.mwcog.org/purchasing-and-bids/dbe-policy/>.

DBE participation in the Regional Safety Program shall be considered at the time that proposals are selected for task orders for specific Regional Safety Program projects. COG has determined that consideration of DBE participation **will not** be included in the evaluation factors for this RFQ because the participation of DBE subcontractors will not be specified

until the proposals for task orders for individual Regional Safety Program projects are developed at a later time.

At the time that proposals for task orders for specific projects are awarded, 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 prime 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:

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

A prime contractor with valid DBE certification will receive 100% participation points.

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 COG DBE Compliance Officer with monthly reports on DBE payment(s). This may involve monthly reporting via email.

COG is currently testing a DBE Reporting Software system and the contractors chosen under this master contract award may be required to report through that system rather than direct email. Please save any questions relating to reporting for the task order process.

XI. SPECIAL CONDITIONS

- A. Federal, state, local, or foreign taxes are not allowable.
- B. Legal fees of any type are not allowable without prior written approval of COG.
- C. In the event the project is terminated by COG, the Offeror will be paid for work actually performed up to the effective date of termination.
- D. The Offeror, acting as an independent contractor, shall hold COG harmless from and shall be solely responsible, where found liable, for the payment of any and all claims for loss, personal injury, death, property damage, or otherwise, arising out of any act of omission or negligence of its employees, agents, or subcontractors in connection with the performance of this work.
- E. In case of failure by the Offeror to perform, or have performed, the duties and obligations imposed by the resulting contract, COG may, upon verbal notice, to be confirmed in writing, procure the necessary services from other sources and hold the Offeror responsible for any and all additional costs occasioned thereby.

- F. The Offeror covenants that it presently has no interest, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under the resulting contract. The Offeror further covenants that in the performance of this contract, no person having any such interest shall be employed.
- G. It is understood that should, for any reason, the funding sources for the proposed contract terminate their funding arrangements with COG, COG shall notify the Offeror that its contract is terminated, as of the date of the effective date of notification, until such time as COG's funding sources resume payments to COG.
- H. Should funding from COG's funding sources be delayed for any reason, COG shall make a concomitant delay in payment to the Offeror.

XII. INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

- A. COG is the procuring entity, and this procurement transaction will, in all aspects, and as required by the applicable grant conditions, be governed by COG's own procurement policy and procedures.
- B. A copy of COG's procurement policy is available to potential Offeror(s), at <https://www.mwcog.org/documents/2018/10/11/cog-procurement-policy-bids/rfps/>.
- C. COG intends to award multiple master contracts resulting from this solicitation to qualified, responsible Offeror(s) whose submissions conform to the requirements of this RFQ and whose proposals are most advantageous to COG, without comment.
- D. Please note COG will not be offering debriefs on this solicitation.

XIII. PROPOSAL QUESTIONS AND EXCEPTIONS

A. Questions

All questions concerning the RFQ must be submitted in writing to the Contracts and Purchasing Office at purchasing@mwcog.org cc: gcrichlow@mwcog.org least seven (7) business day prior to the final RFQ deadline.

All questions will be answered and posted on COG's website as an addendum to this RFQ within five (5) business days before the submission deadline.

No questions will be accepted following the cut-off date.

B. Exceptions

Proposers should note any exceptions of 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.

Failure to note exceptions may result in the proposal being deemed non-responsive.

Include requested Exceptions in the Volume III Administration.

Terms and conditions will not be altered in the master contract unless exceptions were taken and accepted in this solicitation. Attempting to negotiate changes to the Terms and Conditions during the contracting phase will result in disqualification of proposer.

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

XIV. SUBMISSION DATE, LOCKBOX, AND CONTACT

- A. Qualifications proposal shall be submitted by no later than 2:00 p.m. on May 14, 2021
- B. Proposals may not be submitted through hard copy, fax or other electronic methods except as designated below.
- C. Please use the RFQ number and your firm name in the file name of your electronic submission.
- D. Offerors shall submit one (1) electronic copy of each file their proposal to the COG Lockbox system as per the below directions. Proposal should be broken down in up to three individual files the meet file size limitations.
1. Proposers shall submit one electronic copy to the COG “Lockbox” system in the following fashion:
 - a. STEP ONE - 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 SS if you are a sole proprietor.
- Registering will give you access to the LOCKBOX solicitations.

- b. STEP TWO – 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 for this solicitation.

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.

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 MWCOG 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 MWCOG on the PENDING SOLICITATIONS page.

2. Please do not wait until the last moment to register (STEP ONE) as this process can take up to 24 hours.
3. DO NOT email submissions directly to COG they will be disqualified.

XV. RFQ 20-004 Response Form (Page 1 of 2)

DATE: _____

Company Name - _____

Submission Check List and Required Forms -

ITEM	YES	NO
Attachment A - Acknowledge and accept all Terms & Conditions <i>(if answered NO - T & C exceptions must be noted on a separate sheet with any other exceptions)</i>	___	___
Attachment B - Certification Regarding Debarment	___	___
Attachment C - References	___	___
Accept Electronic Payment (See Terms and Conditions)	___	___
Acord Form - Proof of Insurance provided by the insurer 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 ___
Addendum #3	YES ___	NO ___	N/A ___
Addendum #4	YES ___	NO ___	N/A ___

Others _____

NOTE: Failure to acknowledge ALL addendums could result in disqualification of the submission.

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.

See next page for signature space

XIV. RFQ 20-002 Response Form (Continued page 2 of 2)

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: _____ WEBSITE: _____

EMAIL: _____

SIGNATURE: _____

TITLE: _____

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

ATTACHMENT A
TERMS AND CONDITIONS

Proposers are categorized as Subrecipients in this section

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

I. Energy Conservation - 42 U.S.C. § 6321 et seq.

The SUBRECIPIENT agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

II. Clean Water Requirements - 33 U.S.C. § 1251 et seq.

A. The SUBRECIPIENT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended. The SUBRECIPIENT agrees to report each violation to COG and understands and agrees that COG will, in turn, report each violation, as required, to assure notification to appropriate federal agencies including the appropriate EPA Regional Office.

B. The SUBRECIPIENT also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance.

III. Lobbying - 31 U.S.C. § 1352 et seq.
(Regarding each bid or offer exceeding \$100,000)

A. In signing the proposal form above the proposer certifies, to the best of his or her knowledge and belief, that:

B. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and federal contract, grant, loan, or cooperative agreement.

C. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). [Note: Language in paragraph (b) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995. (P.L. 104-65, to be codified at 2 U.S.C. § 1601 et seq.)]

D. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and

contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

- E. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

IV. Access to Records and Reports - 49 U.S.C. § 5325

- A. The SUBRECIPIENT agrees to provide COG, and if applicable the state or federal funding agency, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the SUBRECIPIENT which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transactions.
- B. The SUBRECIPIENT agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The SUBRECIPIENT agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case the SUBRECIPIENT agrees to maintain same until COG, the applicable state or federal funding agency, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

V. Funding Agency Changes

The SUBRECIPIENT shall at all times comply with all applicable state and federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the funding agreement between such agency and COG, as they may be amended or promulgated from time to time during the term of this Contract. SUBRECIPIENT failure to comply shall constitute a material breach of this Contract.

VI. Clean Air - 42 U.S.C. § 7401 et seq.

- A. The Clean Air requirements apply to all contracts exceeding \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year.
- B. The SUBRECIPIENT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The SUBRECIPIENT agrees to report each violation to COG and understands and agrees that COG will, in turn, report each violation as required to assure notification to the funding federal agency, if any, and the appropriate EPA regional office.

- C. The SUBRECIPIENT also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance.

VII. Recycled Products - 42 U.S.C. § 6962

- A. The Recycled Products requirements apply to all contracts for items designated by the EPA, when COG or the SUBRECIPIENT procures \$10,000 or more of one of these items during the fiscal year or has procured \$10,000 or more of such items in the previous fiscal year, using federal funds.
- B. The SUBRECIPIENT agrees to comply with all requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. § 6962), including but not limited to regulatory provisions of 40 C.F.R. Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 C.F.R. Part 247.

VIII. No Government Obligation to Third Parties

- A. The SUBRECIPIENT acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities of COG, the SUBRECIPIENT, or any other person (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- B. The SUBRECIPIENT agrees to include the above clause in each subcontract financed in whole or in part with federal assistance. It is further agreed that the clause shall not be modified, except to identify the SUBRECIPIENT that will be subject to its provisions.

IX. Program Fraud and False or Fraudulent Statements and Related Acts - 31 U.S.C. § 3801 et seq.

- A. The SUBRECIPIENT acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and all appropriate federal agency regulations apply to its actions pertaining to this PROJECT. Upon execution of the underlying contract, the SUBRECIPIENT certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract of the federally assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the SUBRECIPIENT further acknowledges that if it makes, or caused to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the SUBRECIPIENT or to the extent the Federal Government deems appropriate.
- B. The SUBRECIPIENT also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with federal assistance, the Federal Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(N)(1) on the SUBRECIPIENT, to the extent the Federal Government deems appropriate.

- C. The SUBRECIPIENT agrees to include the above two clauses in each subcontract financed in whole or in part with federal assistance. It is further agreed that the clause shall not be modified, except to identify the SUBRECIPIENT who will be subject to the provisions.

X. Insurance Requirements

- A. For its activities and operations, Contractor shall obtain, and at all times keep in effect, Commercial General Liability Insurance in the amounts listed below. The insurance shall include coverage for personal injury and claims of discrimination and civil rights violations. All such insurance shall name MWCOG as ADDITIONAL INSURED. A copy of the certificate of insurance shall be filed with MWCOG before any services are rendered. Contractor shall maintain coverage in the amounts of \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$500,000 for property damage. Coverage shall be written on an occurrence form (Accord Form).
- B. Contractor shall obtain, and at all times keep in effect, automobile insurance on all vehicles used in this Contract. Contractor's automobile insurance shall include coverage for damages resulting from bodily injury, including wrongful death, and property damage that may arise from the operations of any owned or hired automobiles used by Contractor in connection with the performance of this Contract. All such insurance shall name MWCOG and/or its 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 at least the minimum amount required by 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 to all contracting agencies and MWCOG prior to expiration of current policies.

XI. Termination - 49 U.S.C. Part 18

Applicable to all contracts in excess of \$10,000

A. Termination for Convenience

COG, by written notice, may terminate this Contract, in whole or in part, at any time by written notice to the SUBRECIPIENT when it is in COG's best interest. If this Contract is terminated, COG shall be liable only for payment under the payment provisions of this Contract for services rendered before the effective date of termination.

B. Termination for Default [Breach or Cause]

If the SUBRECIPIENT fails to perform in the manner called for in this Contract, or if the SUBRECIPIENT fails to comply with any other provisions of the Contract, COG may terminate this Contract for default. Termination shall be effected by serving a notice of termination on the SUBRECIPIENT setting forth the manner in which the Contract is in

default. The SUBRECIPIENT will only be paid the contract price for services performed in accordance with the manner of performance set forth in the Contract. If it is later determined by COG that the SUBRECIPIENT had an excusable reason for not performing, such as strike, fire, or flood, events which are beyond the control of the SUBRECIPIENT, COG, after setting up a new delivery of performance schedule, may allow the SUBRECIPIENT to continue work, or treat the termination as a termination for convenience.

- C. COG in its sole discretion may, in the case of termination for breach or default, allow the SUBRECIPIENT ten (10) working days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If the SUBRECIPIENT fails to remedy to COG's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the ten (10) working days after receipt by the SUBRECIPIENT of written notice from COG setting forth the nature of said breach or default, COG shall have the right to terminate the Contract without further obligation to the SUBRECIPIENT. Any such termination for default shall not in any way operate to preclude COG from also pursuing all available remedies against the SUBRECIPIENT and its sureties for said breach or default.

- D. In the event COG elects to waive its remedies for any breach by the SUBRECIPIENT of any covenant, term or condition of this Contract, such waiver by COG shall not limit COG's remedies for any succeeding breach of that or any other term, covenant, or condition of this Contract.

XII. 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 SUBRECIPIENT agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the SUBRECIPIENT agrees to comply with applicable federal implementing regulations. The clauses of Appendix A and E of the U.S. DOT Standard Title VI Assurances (USDOT 1050.2A) are incorporated herein by reference.

- B. **Equal Employment Opportunity.** The following equal employment opportunity requirements apply to 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 SUBRECIPIENT agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.* (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. §

2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect activities undertaken in the course of this PROJECT. The SUBRECIPIENT agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the SUBRECIPIENT agrees to comply with apprenticeship. In addition, the SUBRECIPIENT agrees to comply with any implementing requirements the funding federal agency may issue.

2. Age

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

3. Disabilities

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

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

XIII. Breaches and Dispute Resolution.

A. Disputes

Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the COG Executive Director or his/her designee. This decision shall be final and conclusive, unless within ten (10) working days from the date of receipt of its copy, the SUBRECIPIENT mails or otherwise furnishes a written appeal to the Executive Director or his/her designee. In connection with any such appeal, the SUBRECIPIENT shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Executive Director or his/her designee shall be binding upon the SUBRECIPIENT, and the SUBRECIPIENT shall abide by the decision.

B. Performance During Dispute

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

C. Claim for Damages

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

D. Remedies

Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between COG and the SUBRECIPIENT arising out of or relating to this agreement or its breach may be submitted by the parties for arbitration if the parties mutually agree, otherwise, such claims, counterclaims, disputes and other matters shall be decided by a court of competent jurisdiction within the District of Columbia.

E. Rights and Remedies

The duties and obligations imposed by the Contract and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by COG or the SUBRECIPIENT shall constitute a waiver or any right or duty afforded to them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.

XIV. Patent and Rights in Data.

A. Rights in Data

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

1. The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; CDs or flash drives (thumb drives) containing data; and any other information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.
2. The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:
 - a) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections M.2.a and M.2.b of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the

Federal Government. Without the copyright owner's consent, the Federal Government may not extend its federal license to any other party.

- i. Any subject data developed under that contract, whether or not a copyright has been obtained; and
- ii. Any rights of copyright purchased by the Purchaser or the SUBRECIPIENT using federal assistance.

B. Patent Rights

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

1. General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and the SUBRECIPIENT agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until the federal funding agency is ultimately notified.
2. Unless the Federal Government later makes a contrary determination in writing, irrespective of the SUBRECIPIENT status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the SUBRECIPIENT agree to take the necessary actions to provide, through the federal funding agency, those rights in that invention due the Federal Government as described in the U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.
3. The SUBRECIPIENT also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with federal assistance.

XV. Interest of Members of Congress

No member of, or delegates to, the Congress of the United States shall be admitted to a share or part of this Contract or to any benefit arising there from.

XVI. Interest of Employees of COG

No employee of COG who exercises any functions or responsibilities in review or approval of the undertaking or carrying out the PROJECT during his or her tenure or one (1) year thereafter, shall have any personal interest, direct or indirect, apart from his or her official duties, in this Contract or the proceeds thereof.

XVII. Interest of the SUBRECIPIENT

The SUBRECIPIENT covenants that it has presently no financial interest, shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the

performance of services required to be performed under this Contract. The SUBRECIPIENT further covenants that, in the performance of this Contract, no person having any such interest shall be employed.

XVIII. Payment Methods

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 vendors. Please keep in mind the turn-around time on ACH transactions can be as long as 30 days.

XIX. Allowable Costs

Only those costs which are consistent with Title 2 Part 200 of the Code of Federal Regulations shall be reimbursed under this Contract.

XX. Covenant Against Contingent Fees

The SUBRECIPIENT warrants that it has not employed any person to solicit or secure this Contract upon any agreement for a commission, percentage, brokerage or contingent fee. Breach of warranty shall give the Contracts Officer the right to terminate this Contract or, in his discretion, to deduct from the Contract price or consideration the amount of such commission, percentage, brokerage or contingent fees. This warranty shall not apply to commissions payable by the SUBRECIPIENT upon contracts or sales secured or made through a bona fide established commercial or selling agency maintained by the SUBRECIPIENT for the purpose of securing business.

XXI. Indemnification

The SUBRECIPIENT, acting as an independent SUBRECIPIENT, shall hold COG harmless from and shall be solely responsible, where found liable, for the payment of any and all claims for loss, personal injury, death, property damage, or otherwise, arising out of any act of omission or negligence of its employees or agents in connection with the performance of this work.

XXII. Severability

It is understood and agreed by the parties that if any of these provisions shall contravene, or be invalid under, the laws of the particular state, county or jurisdiction where used, such contravention or invalidity shall not invalidate the whole agreement, but the Contract shall be construed as of not containing the particular provision or provisions held to be invalid in the said particular state, county or jurisdiction and the rights and obligations of the parties shall be construed and enforced accordingly.

XXIII. Assignments

This Contract shall not be assigned, sublet or transferred in whole or in part by the SUBRECIPIENT, except with the previous written consent of the COG Contracting Officer or his designee.

XXIV. Entire Agreement

This Contract sets forth the entire understanding of the parties and supersedes all previous agreements, whether oral or in writing, relating to the subject matter hereof. This Contract may only be altered, amended or modified in accordance with Changes Clause of this Contract.

XXV. Confidential or Personal Data

- A. COG respects the privacy or business interests involved in confidential or personal data. It is COG's policy to obtain confidential or personal data or store or allow storage of such data only -
1. When necessary to fulfill COG's information-gathering and data collection responsibilities
 2. In conjunction with COG projects. COG intends to minimize risk of disclosure of such confidential or personal data.
- B. Whenever feasible and the requirements of a project allow, the names of survey participants or users of a website or other data collection method shall not be accepted, recorded, stored or retained.
- C. When COG engages in a project, which involves the collection or storage of confidential or personal information by or through use of surveys, websites or by other data collection, the following conditions shall be met:
1. The survey, website or other collection method shall contain a set of conditions for use and a disclaimer of any COG liability for use, in language approved by COG in writing.
 2. The party(ies) working with COG shall demonstrate adherence to a federal or applicable state standard for protecting confidential or personal information.
 3. The confidential or personal information collected or stored by or through the survey, website or other data collection shall be kept confidential. All necessary steps shall be taken to protect the privacy of the users of the website or other data collection. Any confidential or personal information provided by users of the website or other data collection, including but not limited to their names and addresses, shall be protected.
 4. COG shall retain control over and ownership of all surveys, web pages, control files and scripts, database schema, and database contents, in addition to all content which is published on or stored by the website or other data collection, unless COG specifically agrees in writing otherwise.
 5. No release of any announcements intended for public dissemination concerning the collection or storage of such information by or through the survey, website or other

data collection shall occur until COG has given prior written authorization, unless COG specifically agrees in writing otherwise.

6. In the event that information collected or stored by or through the survey, website or other data collection shall be stolen or handled incorrectly, the party(ies) working with COG on the PROJECT shall be responsible for any required notification to persons who have entered personal information in that system and all costs related thereto.
7. The PROJECT documents shall provide that other parties working with COG on the survey, website or other data collection or storage shall indemnify COG with at least the following commitment:

The [SUBRECIPIENT or other party] shall indemnify and hold COG harmless from and shall be solely responsible, for the payment of any and all claims for loss, personal injury, death, property damage, infringement or misappropriation of any third party's intellectual property rights, violation of privacy, confidentiality or otherwise, arising out of any act of omission or negligence of its employees or agents in connection with the performance of the work under this [agreement or memorandum of understanding].

8. At the end of the project or contract, any personal or confidential information shall be given to COG or destroyed, and a certification of destruction provided to COG by the SUBRECIPIENT or other party.

XXVI. COG's Policies and Procedures

When federal law, or any grant conditions, certifications or assurances require COG to utilize competitive procurement procedures for selection of a SUBRECIPIENT, COG's policies and procedures shall govern every aspect of the SUBRECIPIENT selection process, e.g., the solicitation, evaluation, award, and post-award process (including, without limitation, any protest of an award, and the terms and conditions under which a contract may be approved, executed and administered). Any SUBRECIPIENT and potential SUBRECIPIENT will be provided with a copy of such policies and procedures, on request.

XXVII. COG's Information Technology Policy

Contractors that must access COG's Information Technology systems or require a COG login account to perform their duties must adhere to COG's Information Technology Policies and Procedures. Such contractors will receive a copy of the policies and procedures prior to receiving access to COG's IT systems.

XXVIII. COG's Facilities, Policies, and Procedures

Contractors that must use any of COG's facilities or equipment must adhere to COG's Facilities, Policies and Procedures. Contractors that utilize any AV or IT equipment through the use of COG's facilities shall also comply with COG's IT Policy. Such contractors will receive a copy of all relevant procedures prior to receiving access to COG's IT systems.

XXIX. Additional Requirements

In addition to the terms and conditions expressly referenced in this Contract, the SUBRECIPIENT acknowledges and agrees that the terms and conditions of any federal or state grant that provides funding for this Contract, in whole or in part, shall apply to and shall govern

the parties' rights and obligations under this Contract and shall be deemed additional terms, conditions and requirements of this Contract.

XXX. DBE Assurance

The SUBRECIPIENT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The SUBRECIPIENT shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of USDOT-assisted contracts. Failure by the SUBRECIPIENT to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the COG deems appropriate.

XXXI. Audits

Per the Enhanced Mobility Circular, COG as the Designated Recipient for Enhanced Mobility funds will collect A-133 audit reports from the SUBRECIPIENT receiving more than \$750,000 in federal funds. At a minimum, the SUBRECIPIENT is required to bring to COGTPB's attention any audit findings relevant to its use of FTA funds. The SUBRECIPIENT is not subject to A-133 audit requirements and may require additional monitoring, in a format elected by COG, to ensure compliance.

XXXII. FFATA Reporting

- A. The Federal Funding Accountability and Transparency Act ("FFATA") requires prime recipients of federal grants and contracts to report sub-award and executive compensation data. COG is the prime recipient of federal awards for the purposes of this policy and is responsible for reporting sub-award data.
- B. COG and first-tier sub-awardees are required to maintain current registration in the System for Awards Management ("SAM") as well as obtain a DUNS number. COG is responsible for filing the report in the FSR system, not sub-awardees. However, sub-award recipients must provide the following information to COG before they will be eligible to receive the sub-award:
 1. The entity's information
 2. Description and/or title of the sub-award (including NAICS code or CFDA number)
 3. Date and amount of award
 4. Location of the entity receiving the award and the primary location of performance under the award, including the city, state, congressional district, and country
 5. Active and current SAM unique identifier
 6. DUNS number
 7. Names and total compensation of the five (5) highest paid officers/executives of the sub-recipient **if** all three criteria are met:
 - a) Federal awards make up 80% or more of the SUBRECIPIENT's annual gross revenues

- b) The SUBRECIPIENT's annual gross revenue from federal awards is \$25 million or more
- c) The SUBRECIPIENT's officer names are not publicly available and the public does not have access to data on executive compensation of the entity through the Securities and Exchange Commission (SEC) as described in further detail in OMB Guidance on Sub-award and Executive Compensation Reporting (August 27, 2010)

(COG, as the prime recipient of the federal award, must also report its own executive compensation data by the end of the month following the award if the same criterion noted above is met.)

XXXIII. Priority of Requirements

In the event of a conflict between or among any of the terms, conditions and requirements applicable to this Contract, the conflict shall be resolved by giving weight in accordance with the following priorities, in the order as stated below:

1. Terms and conditions of any grant that provides funding for this Contract, in whole or in part;
2. Terms and conditions set forth or referenced within this Contract;
3. Terms and conditions and representations set forth or referenced within Attachments A and F to this Contract;
4. Terms, conditions, specifications, and requirements set forth within any solicitation (e.g., RFP or IFB) pursuant to which this Contract was awarded;
5. Offers, representations, promises, terms and conditions set forth with the bid or proposal submitted in response to any solicitation (e.g., RFP or IFB) pursuant to which this Contract was awarded.

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 22 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

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: