



Metropolitan Washington
Council of Governments

REQUEST FOR QUALIFICATIONS (RFQ) NO. 21-005

IT STAFF AUGMENTATION SERVICES

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

Question Deadline: July 16, 2021, 2:00 PM EDT

Submission Due Date: July 30, 2021, 2:00 PM EDT

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I. SUMMARY

Services Requested	Qualified personnel to augment IT staff services with COG member governments and jurisdictions
Contract type	Indefinite Price, Indefinite Quantity (IDIQ) Master Agreements with Time & Materials (T&M) Task Orders
Number of contracts	Multiple
Duration of contracts	Twenty-four (24) months, beginning September 6, 2021 and expiring on August 31, 2023
Disadvantaged Business Enterprise (DBE) goal	May be incorporated into individual task orders.
Payment method	Net 30
Planned duration of RFQ advertisement	4 weeks
Start of advertisement period for RFQ	July 2, 2021
Deadline for questions about RFQ	10 working days before deadline
Deadline for COG responses to questions	3 working days before deadline
Deadline for proposals	July 30, 2021, at 2:00 p.m. Eastern Daylight Time

II. INTRODUCTION

- A. The Metropolitan Washington Council of Governments (COG) is the regional organization of 24 of the Washington metropolitan area's major local governments and their governing officials, plus area members of the Maryland and Virginia legislatures and the U.S. Senate and House of Representatives. COG provides a focus for action on issues of regional concern, including coordinating public safety programs for the region. COG is supported by financial contributions from its participating local governments, federal and state government grants and contracts and through donations from foundations and the private sector. More information on COG may be found at www.mwco.org.

III. BACKGROUND

- A. COG provides professional and technical staff services to its member jurisdictions and agencies. The purpose of this RFQ is to prequalify vendors to provide a range of information technologies (IT) staff augmentation services and solutions on a task order basis. These IT services may include, but are not limited to, health, education, public safety, economic development, administrative, and IT management requirements.
- B. This resulting contract(s) awarded under this RFQ are also eligible to be used via the COG Rider Clause by other jurisdictions both inside and outside of COG membership.

IV. STRUCTURE OF RFQ

- A. COG is seeking multiple contractors from firms experienced in providing staff augmentation IT services and support.
- B. COG plans to select multiple successful contractors to provide IT staff augmentation services as needed to support member governments. All services under any contract awarded as a result of this solicitation will be accomplished on a task order basis.

- C. Actual task orders with specifically defined scope of work are not currently available and will only be developed if and when particular work or services are needed. There is no guarantee to any contractor that he/she will be awarded any task order or any particular work or services.

V. TASK ORDER PROCESS

- A. The process set forth herein is applicable to COG-administered Task Orders only. Other Participating Agencies may have slightly different processes.
- B. Once COG is provided with grant funding, the grant Project Management Plan (PMP) and Statement of Work (SOW), COG will develop a description of the services that are to be the subject of a particular task order. The criteria may vary and will be listed in each task order proposal request when issued.
- C. A format for the task order response will be provided by COG to minimize the time for preparation by the contractors and reviewers. Contractors will be invited to submit supplemental proposals in response to each individual Task Order.
- D. Awarded Task Orders will be issued on a Time and Materials basis with a Not-to-Exceed ceiling amount.
- E. The selected Contractor must be capable of explaining, defending, and justifying the various aspects and conclusions of a project before senior management, elected officials, regulatory agencies, technical experts, the general public, and different types of media, as directed. The Contractor will be required to effectively manage the work and complete the project in a timely and cost-effective manner. Contractors must develop a general work plan for each project initiated via a task order and will be required to regularly track progress and make progress reports throughout the duration of each project.

VI. SCOPE OF SERVICES

- A. The scope of services detailed herein outlines the general work which successful Proposers may be required to perform for COG and/or other organizations and government entities, whether located within or outside of the National Capital Region ("Participating Agencies").
- B. The functional areas listed below are not all-inclusive of the services which may be required under any Task Order which may be issued. Some of the Task Order work may require awardees to provide guidance, checklists, or model forms to address the area of work, or to direct or monitor performance of the work, as opposed to Contractor directly performing the work.
- C. *Agency Advisory Services.* This task area covers services required to analyze laws, regulation, policies, processes, and solutions and to facilitate planning and governance of custom and off-the-shelf systems, subsystems, and equipment. This may include extensions to and interfacing with existing information systems. Possible descriptions of work may include:

1. IT Governance Process Development
 2. Capital Planning and Investment Control Support
 3. IT Architecture Support
 4. IT Portfolio Analysis
 5. Market Research
- D. *Requirements Analysis and Documentation.* This task area covers services required to determine the needs or conditions of a new or modified project by facilitating the analysis, documentation, validation and management of IT solution requirements in a manner that creates actionable, testable and traceable documentation related to identified business and technical needs refined to a level of detail sufficient for system development and implementation. This will include precise documentation of prioritized and deconflicted requirements, along with analysis of impact and feasibility of implementation. Possible descriptions of work may include:
1. Functional Requirements Analysis and/or Documentation
 2. Design Requirements Analysis and/or Documentation
 3. Architectural Requirements Analysis and/or Documentation
 4. Technical Requirements Analysis and/or Documentation
 5. Customer Requirements Analysis and/or Documentation
 6. Operational Requirements Analysis and/or Documentation
 7. Transitional Requirements Analysis and/or Documentation
- E. *Business Process As-Is Analysis and Documentation.* This task area covers services required to analyze and document workflows and visual models of related and structured activities or tasks by people or equipment which provide a service or end product within a member jurisdiction. Possible descriptions of work may include:
1. Business Process Flowcharting
 2. Business Process Diagramming
 3. Value Stream Mapping
 4. Process Specifications
 5. Business Process Modeling and Notation (BPMN)
- F. *User Journey Analysis and Documentation.* This task area covers services required to document and/or improve the experiences, including tasks within a system, process or solution, a user has when interacting or utilizing District Government Services to achieve a defined outcome. Possible descriptions of work may include:
1. Human-Centered Design/Design Thinking
 2. Use Cases
 3. User Stories
 4. User Interviews
 5. Focus Groups
 6. Ethnographic Research
 7. Wireframing
 8. Prototyping
- G. In all of these tasks, Contractors will be required to work with various partners and key stakeholders from public and non-public sector entities, incorporating feedback and concurrence from all primary, support, coordinating, and cooperating agencies.

VII. LABOR CATEGORIES

- A. Scoring criteria will be based on labor category distribution for fair market value of the labor categories. All rates provided will be the fully loaded hourly rates excluding any other direct cost associated with the project. Scoring will be based on the fairness and reasonableness of the rates and that proposed staff to meet the criteria for the position. The labor rates provided should be used during the task order process to determine prices for proposed tasks.
- B. Labor categories shall be as defined in the United States Bureau of Labor Statistics 2018 Standard Occupational Classification list, which can be found at <https://www.bls.gov/soc/2018/>.
- C. Labor categories are further divided into Junior, Journeyman, and Senior, based on years of experience, education, and duties/responsibilities as follows:
 - 1. Junior: Up to three (3) years of experience and a BA/BS degree. A Junior labor category is responsible for assisting more senior positions and/or performing functional duties under the oversight of more senior positions.
 - 2. Journeyman: Three to ten (3 to 10) years of experience and a BA/BS or MA/MS degree. A Journeyman labor category typically performs all functional duties independently.
 - 3. Senior: A Senior labor category has over ten (10) years of experience and a MA/MS degree. A Senior labor category typically works on high-visibility or mission critical aspects of a given program and performs all functional duties independently. A Senior labor category may oversee the efforts of less senior staff and/or be responsible for efforts of other staff assigned to a specific task.
- D. Proposers may deviate from the definitions above so long as the deviations are clearly identified in their proposal. For example, a Contractor might label an employee as “Senior”, but the employee does not have a MA/MS degree. Likewise, a Contractor might label an employee as “Junior” even though the employee has more than 3 years of experience. Deviations shall be clearly identified in proposals submitted in response to task order solicitations.

VIII. PERIOD OF PERFORMANCE

- A. The period of performance shall commence as of September 6, 2021 and continue for a period of approximately twenty-four (24) months, expiring on August 31, 2023. Individual task orders issued in the final year of the contract may extend beyond this date and may terminate independently of the master agreement.
- B. COG may, at its own discretion, based upon successful performance, extend any contract awarded as a result of this procurement for up to three (3) additional one (1) year periods.
- C. During the entire period of performance, including any extensions as above, the Rider Clause (Attachment F) shall be in full effect and binding upon the contractor.

- D. The award and resultant contract(s) shall be non-exclusive, as per IV.B above. No guarantee is made regarding specific quantities of services which may be requested under this contract.
- E. The Contracts will include the required administrative fee as set forth at Section XI, below.

IX. PRICES/BILLING

- A. Unless stated otherwise below, all prices offered by Proposers shall be firm against any increase for the duration of the initial contract period as set forth at VIII.A., above.
- B. For each subsequent year on the contract, the Contractor shall notify the Participating Agency at least forty-five (45) days prior to any increase taking effect.
- C. Any delivery charges, fees, insurance, expenses, and/or overhead shall be included in the price.
- D. Contractor shall set up its billing system to ensure that invoices do not include sales tax. COG, and any other using Agencies, will provide certificates of exemption for sales tax upon request.
- E. For all transactions, the successful Proposer shall have a valid W-9 form on file with COG.

X. 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. This is conditioned upon mutual agreement based on the attached Rider Clause (Attachment F) of all parties pursuant to special requirements which may be appended thereto.
- B. 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 at Section XI, below.
- C. 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.
- D. Participating Agencies may have other or additional terms and conditions that must be met by the Contractor.
- E. See the COG Rider Clause (Attachment F).

XI. PARTICIPATION, SALES REPORTING, AND ADMINISTRATIVE FEES

- A. Contractors shall provide summary information on the use of this contract by 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 are as follows:
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 and service data 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 (3.00%) of gross invoices 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.

XII. PROPOSAL INSTRUCTIONS

- A. Proposals should provide a narrative description of special experience, capabilities, and technical resources that will be contributed to this project by the submitting firm. The following points should be addressed in the narrative description:
1. A brief description of the Contractor's background and organizational history, including number of years in business and number of years performing services required by this RFQ, and number of employees.
 2. Experience with providing information technology services of the types described in the specification, for federal, state and/or local governments with of similar type and size to COG members.
 3. Experience successfully completing information technology projects in the National Capital Region.
- B. The written proposal shall be organized and submitted to match these headings:
1. FILE A (Technical Proposal; sections c through e cannot exceed thirty total pages):
 - a. Letter of Interest
 - b. Table of Contents
 - c. Executive Summary
 - d. Background and Organizational History
 - e. Past Performance and Experience
 2. FILE B (Pricing and Forms, no page limit):
 - a. Price Proposal
 - b. Proposal Form

- c. Attachments B, C, D, and E
 - d. Proposer's Certificate of Insurance (ACORD Form 25)
- C. The requested Letter of Interest must be signed by an authorized principal or agent of the contractor, and provide an overview of Proposer's offer, as well as a name, title, phone number and email address of the person to whom questions may be directed concerning the proposal.
- D. Proposers must include the additional documentation specified below in their RFQ submission or they may be determined to be non-responsive and subject to rejection. See the Proposal Checklist, below.
1. Please complete attached PROPOSER QUALIFICATION FORM (Attachment B).
 2. Proposer shall complete the CONTACT INFORMATION FORM (Attachment C) in its entirety and designate a dedicated contact as Key Personnel.
 3. Each Proposal shall be accompanied by a NON-COLLUSION AFFIDAVIT regarding price fixing, gratuities, bribery, and discriminatory employment practices. When the Proposer is a corporation, a duly authorized representative shall execute the affidavit (Attachment D).
 4. REFERENCES are to be provided from three (3) other clients who are being, or have been, provided by the Proposer with similar products, services and scope of work (Attachment E).
 5. Proof of insurance, in the form of an ACORD Form 25 must be provided as per the Terms and Conditions (Attachment A).
- E. All Proposals must be completed by responsible company officials and submitted to the COG LOCKBOX no later than 2:00 PM, Eastern Daylight Time, on July 30, 2021
- F. Proposals will not be accepted if submitted through hard copy, mail, courier, fax, email, or any other electronic method except as described below. Proposals submitted through any method other than the COG LOCKBOX system will be rejected unopened.
- G. Bidders shall submit one electronic copy to the COG LOCKBOX system in the following fashion:
1. *Registration.* To utilize the LOCKBOX service, bidder must be registered on the Mid-Atlantic Purchasing Team Vendor Registration System ("VRS") portal at <https://mwcog.net>. If bidder is not registered, please do this before accessing the LOCKBOX.
 2. To register:
 - a. Go to the portal at <https://mwcog.net> and click the Vendors listing the left menu on the page.
 - b. Click Register and fill out the form. NOTE: Bidder will need its company information including its TIN/EIN number if bidder is a company or bidder's SSN if bidder is a sole proprietor.

- c. Registering will give bidder access to the LOCKBOX solicitations.
- H. *Submission.* Once registered in the VRS system go to the website at <https://mwcog.net> and click on Solicitation Listings tab.
1. Those solicitations utilizing the VRS Lockbox service will be highlighted with a LOCKBOX button.
 2. Click on the LOCKBOX button.
 3. If Proposer is interested in submitting a response to this solicitation, click on the REQUEST button. After providing the VRS vendor ID and VIN, bidder will receive a one-time use bid id and password by email.
 4. Proposer's credentials may be used for the following:
 - a. To submit a question to COG about the RFQ. See Section XII.I below.
 - b. To upload bidder's formal bid response and any additional attachments to the lockbox (before the closing time for the solicitation).
 - i. Please limit size of individual files to 10 MB.
 - c. To withdraw bidder's formal response should bidder desire to cancel its submission or to replace an already uploaded copy with a modified version.
 - d. To verify that the document in the lockbox is the one bidder uploaded.
 5. If no vendor ID is provided, proposer will be directed to the registration page.
 6. If proposer wants to ensure that their company details are correct prior to uploading the proposal, then logon to VRS using bidder's VRS vendor ID and VIN then jump to the vendor summary page in VRS to make any changes desired.
 7. To return to the COG solicitation page, after registering or updating bidder's company details, click SOLICITATION LISTINGS button on the VRS home page followed by clicking on the VIEW SOLICITATIONS button for COG on the PENDING SOLICITATIONS page.
 8. Please do not wait until the last moment to register. If problems occur during registration or submission please contact COG's provider at customerservice@eepex.com with a copy to purchasing@mwcog.org.
- I. All questions regarding discrepancies, omissions, specifications, instructions, or the required forms may be directed via email, no later than five business days before the due date of the proposal, at 2:00 pm Eastern Daylight Time, to purchasing@mwcog.org.
1. COG will post any addenda necessary to address questions no later than three (3) business days before the due date of proposals.

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

XIII. EVALUATION AND SCORING CRITERIA

- A. The proposals will be evaluated by a Technical Selection Committee. In evaluating the proposals, the following factors will be considered, with points awarded up to the maximum shown:

Scoring Factor Chart	
Factor	%
Demonstrated Technical Expertise, Education, and Certification of Augmentation Personnel	40
Past Project Performance and References	30
Price Proposal	30
TOTAL	100

(Remainder of page intentionally left blank. Proposal Form to follow on next page.)

XIV. PROPOSAL FORM

TO: Metropolitan Washington Council of Governments

Date _____

SOC Category	Occupational Classification	Skill Level	Year 1 Fully Loaded Pricing	Year 2 Fully Loaded Pricing
11-3021	Computer and Information Research Scientist	Junior		
11-3021	Computer and Information Research Scientist	Journeyman		
11-3021	Computer and Information Research Scientist	Senior		
15-1211	Computer Systems Analyst	Junior		
15-1211	Computer Systems Analyst	Journeyman		
15-1211	Computer Systems Analyst	Senior		
15-1212	Information Security Analyst	Junior		
15-1212	Information Security Analyst	Journeyman		
15-1212	Information Security Analyst	Senior		
15-1221	Computer and Information Research Scientist	Junior		
15-1221	Computer and Information Research Scientist	Journeyman		
15-1221	Computer and Information Research Scientist	Senior		
15-1231	Computer Network Support Specialist	Junior		
15-1231	Computer Network Support Specialist	Journeyman		
15-1231	Computer Network Support Specialist	Senior		
15-1232	Computer User Support Specialist	Junior		
15-1232	Computer User Support Specialist	Journeyman		
15-1232	Computer User Support Specialist	Senior		
15-1241	Computer Network Architect	Junior		
15-1241	Computer Network Architect	Journeyman		
15-1241	Computer Network Architect	Senior		
15-1242	Database Administrator	Junior		
15-1242	Database Administrator	Journeyman		
15-1242	Database Administrator	Senior		
15-1243	Database Architect	Junior		
15-1243	Database Architect	Journeyman		
15-1243	Database Architect	Senior		
15-1244	Network and Computer Systems Administrator	Junior		
15-1244	Network and Computer Systems Administrator	Journeyman		

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SOC Category	Occupational Classification	Skill Level	Year 1 Fully Loaded Pricing	Year 2 Fully Loaded Pricing
15-1244	Network and Computer Systems Administrator	Senior		
15-1251	Computer Programmer	Junior		
15-1251	Computer Programmer	Journeyman		
15-1251	Computer Programmer	Senior		
15-1252	Software Developer	Junior		
15-1252	Software Developer	Journeyman		
15-1252	Software Developer	Senior		
15-1253	Software Quality Assurance Analyst/Tester	Junior		
15-1253	Software Quality Assurance Analyst/Tester	Journeyman		
15-1253	Software Quality Assurance Analyst/Tester	Senior		
15-1254	Web Developer	Junior		
15-1254	Web Developer	Journeyman		
15-1254	Web Developer	Senior		
15-1255	Web and Digital Interface Designer	Junior		
15-1255	Web and Digital Interface Designer	Journeyman		
15-1255	Web and Digital Interface Designer	Senior		
15-1299	Computer Occupation, Other	Junior		
15-1299	Computer Occupation, Other	Journeyman		
15-1299	Computer Occupation, Other	Senior		
17-2061	Computer Hardware Engineer	Junior		
17-2061	Computer Hardware Engineer	Journeyman		
17-2061	Computer Hardware Engineer	Senior		

A version of the price matrix in Microsoft Excel format is available upon request.

(Remainder of page intentionally left blank. Remainder of form continues on page 14.)

Required Document Checklist

Items	Acknowledgment/Attached	
Attachment A: Terms and Conditions	YES_____	NO_____
Attachment B: Proposer’s Qualifications	YES_____	NO_____
Attachment C: Contact Information Form	YES_____	NO_____
Attachment D: Non-Collusion Affidavit	YES_____	NO_____
Attachment E: References	YES_____	NO_____
Proof of Insurance (ACORD Form 25)	YES_____	NO_____
*Exceptions Taken	YES_____	NO_____

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

Addendums (if applicable)	Acknowledgement	
Addendum #1	YES_____	NO_____
Addendum #2	YES_____	NO_____
Addendum #3	YES_____	NO_____
Others _____	YES_____	NO_____

Signature Section

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

SIGNATURE: _____

NAME: _____

COMPANY: _____

ADDRESS: _____

TELEPHONE: _____

EMAIL: _____

Attachment A: Terms and Conditions

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

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

I. 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 COG immediately. Upon learning of the actions herein identified, COG reserves the right at its sole discretion either to cancel the Contract or to affirm the Contract and hold the Contractor responsible for damages. The exercise of this right is in addition to any other rights COG 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 COG and/or its members nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, declaration of emergency, or war where such cause was beyond, respectively, COG's and/or its members or Contractor's reasonable control. COG and/or its members and Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

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 COG and its members including their officers, agents and employees 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 COG and/or members, their officers, agents and employees.

IX. Independent Contractor

A. Contractor shall perform the work required by this Contract as an "Independent Contractor." Although COG and/or members reserves the right to determine the delivery schedule for the work to be performed and to evaluate the quality of the completed performance, COG and/or members cannot and will not control the means or manner of the Contractor's performance. The Contractor shall comply promptly with any requests by COG and/or members relating to the emphasis or relative emphasis to be placed on various aspects of the work or to such

other matters pertaining to the work under this Contract. Contractor is responsible for determining the appropriate means and manner of performing the work.

- B. Contractor represents and warrants that Contractor is not an employee of COG and/or members, is not currently employed by the Federal Government, and is not an officer, employee or agent of COG and/or members.
- C. Contractor shall be responsible for all federal or state taxes applicable to any compensation or payments paid to Contractor under this Contract. Contractor is not eligible for any federal Social Security, unemployment insurance, or workers' compensation benefits from compensation or payments paid to Contractor under this Contract.
- D. Contractor agrees to immediately provide COG and/or members notice of any claim made against Contractor by any third party. Contractor also agrees not to assign to any third party, without COG's written consent, any obligation of COG to indemnify Contractor for any actions under this Contract.

X. Insurance Requirements

- I. Contractor shall obtain, and at all times keep in effect, Commercial General Liability Insurance in the amounts listed below for its activities and operations. The insurance shall include coverage for personal injury, discrimination and civil rights violation claims. All such insurance shall name COG, individual members, their employees, and agents as ADDITIONAL INSURED. A copy of the certificate of insurance shall be filed with COG and/or members 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.
- II. Contractor shall obtain, and at all times keep in effect, automobile insurance on all vehicles used in this Contract with COG and/or members to protect Contractor against claims for damages resulting from bodily injury, including wrongful death, and property damage that may arise from the operations of any owned or hired automobiles used by Contractor in connection with the carrying out of this Contract. All such insurance shall name COG and/or individual members, their employees, and agents as ADDITIONAL INSURED.
- III. Contractor shall, upon request, provide COG and/or members 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.
- IV. Contractor shall obtain and maintain at all times during the prosecution of the work under this Agreement professional liability insurance. Limits of liability shall be \$1,000,000 per claim and \$2,000,000.00 aggregate.
- V. All insurance policies shall have a minimum 30 days' notice of cancellation. Immediate written notice to COG and members involved in the contract shall be required in the event of cancellation or restriction by the insurance company of any insurance policy referred to in this section.
- VI. When insurance coverage is renewed, Contractor shall provide new certificates of insurance prior to expiration of current policies to all contracting agencies.

XI. Nondiscrimination

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

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 COG and/or members upon request and shall become and remain the exclusive property of COG and/or members 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. COG and/or members 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 COG 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 COG and/or members.
- C. The Contractor shall indemnify and save harmless COG and/or members from any and all claims for infringement by reason of the use of any such patented design, device, materials, or process, or any trademark or copyright, and shall indemnify, protect and save harmless COG and/or members, 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 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.

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.

In some 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.

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 COG and/or members 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 COG and/or members. The acceptance of the work set forth herein by COG and/or members shall not relieve the Contractor of the responsibility of subsequent corrections of such errors.
- B. Set Off. COG and/or members may deduct from and set-off against any amounts due and payable to the Contractor any back-charges, penalties, or damages sustained by COG and/or members, 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 COG/ 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 COG and/or members 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 COG, 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 COG and/or members, perform at its own expense and without additional cost to COG and/or members,

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 COG and/or members under the "Remedies" paragraph, or otherwise available by law.

XVII. Severability/Waiver

- A. COG and/or members 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 COG and/or members. COG and/or members have the right to withhold such consent for any reason COG and/or members 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, COG and/or members 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 COG's and/or members option, become COG's and/or member's property. COG and/or members 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 COG and/or members can affirmatively collect damages.

XXI. Termination of Contract for Convenience

- A. The performance of work under this Contract may be terminated by COG and/or members, in whole or in part, upon written notice to the Contractor, when COG and/or members determines such termination is in the best interest of COG and/or members. The termination for convenience is effective on the date specified in COG's and/or members written notice.

- B. COG and/or members 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 COG and/or members fail to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be cancelled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either COG's and/or 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 COG and/or members 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. COG and/or members 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.

Attachment B: Proposer's Qualifications

1. NAME OF PROPOSER: _____

2. PERMANENT MAILING ADDRESS: _____

3. YEAR & STATE INCORPORATED: _____

4. DUN AND BRADSTREET D-U-N-S # _____

5. HOW MANY YEARS HAVE YOU ENGAGED IN BUSINESS UNDER YOUR PRESENT FIRM?

NAME: _____ YEARS _____

6. GENERAL CHARACTER OF WORK PERFORMED BY YOUR COMPANY:

7. HAVE YOU EVER DEFAULTED ON A CONTRACT? YES NO
IF YES, WHY? _____

8. ATTACH A LISTING BY PRODUCT LINE OF ALL MANUFACTURES FOR WHOM YOUR COMPANY IS AN AUTHORIZED DEALER/DISTRIBUTOR/RESALER.

9. NAME OF BANKS WITH WHICH YOU DO BUSINESS:

10. DO YOU GRANT THE AWARDING AUTHORITY PERMISSION TO CONTACT THIS (THESE) MANUFACTURES AND LENDING INSTITUTION(S)? YES NO

By signing this form, you acknowledge compliance with all terms and conditions of this Proposal.

Signature: _____

Name: _____

Date: _____

Title: _____

Attachment C: Contact Information Form

Proposer Company Name	
Contact for Proposal	
Name	
Title	
Phone number	
Email address	

Sales Representative Contact

Name	
Title	
Phone number	
Email address	
Area Covered	

Service/Support Representative Contact

Name	
Title	
Phone number	
Email address	
Area Covered	

Use additional sheet for more sales/support representatives

Attachment D: Non-Collusion Affidavit

DATE _____

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

To Whom It May Concern:

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

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

RFQ - **21-005 Staff Augmentation / IT Services**

Name of Proposer _____

Signature

Title of Authorized Representative

Attachment E: Proposer's Experience/References

Name of Proposer _____

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

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

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

1) Company Name _____

Contact Name _____

Mail Address _____

Telephone Number _____ Email Address _____

2) Company Name _____

Contact Name _____

Mail Address _____

Telephone Number _____ Email Address _____

3) Company Name _____

Contact Name _____

Mail Address _____

Telephone Number _____ Email Address _____



Attachment F: 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

- A. 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 form below).
- E. Contractor must provide to COG a semi-annual administrative fee of three percent (3.0%) on all gross sales at the time of the semi-annual report submission due dates listed above.
- F. Significant changes in total contract value may result in further negotiations of contract pricing with the Lead Agency and any Participating Agency.

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 region.

IV. 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

**COG Rider Clause
Approval Form**

This form must be executed for 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 MAPT/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.

RFQ 21-005 IT STAFF AUGMENTATION SERVICES

Questions -

YES **NO**

- | | | |
|---|-------|-------|
| 1. Is the Participating Agency's specifications/scope of work the same or very similar to that in the Contract? | _____ | _____ |
| 2. Is the Contract active and currently in force? | _____ | _____ |
| 3. Please confirm your understanding that the vendor must pay a fee to COG based on sales for using this Contract. | _____ | _____ |
| 4. Is riding this Contract within the rules and regulations of the Participating Agency and approved by the Participating Agency's Purchasing Department? | _____ | _____ |

Participating Entity

**Metropolitan Washington
Council of Governments**

Name _____

Name _____

Title _____

Title _____

Signature _____

Signature _____