



REQUEST FOR QUALIFICATIONS NO. 23-001

**CLEAN AIR PARTNERS
EDUCATION PROGRAM MANAGER**

Electronic submissions are required to be submitted for this RFP to COG's solicitation "lockbox"

**Proposals shall be uploaded no later than
February 23, 2023, at 2:00 p.m. EST**

NOTE: See lockbox submission instructions in Section X to complete registration at least three (3) days in advance of the proposal due date.

REQUEST FOR QUALIFICATIONS

**RFP# 23-001
January 27, 2023**

**CLEAN AIR PARTNERS
EDUCATION PROGRAM MANAGER**

I. METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS

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

COG 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.

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.

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 (“MWA”), and federal agencies.

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.

II. PROJECT OVERVIEW

Clean Air Partners is a public-private partnership that educates the greater metropolitan Baltimore-Washington region about the health risks associated with poor air quality and the impacts everyday actions have on the environment. Clean Air Partners began informally in 1994 and was subsequently chartered as a semi-independent formal organization by the Metropolitan Washington Council of Governments (COG) and the Baltimore Metropolitan Council (BMC) in 1997. The organization serves the metropolitan Washington-Baltimore region.

For more than 20 years, Clean Air Partners has empowered individuals and organizations to take simple actions to protect public health, improve air quality, and reduce greenhouse gas emissions.

By working with local businesses, schools, private and public organizations, and media, Clean Air Partners implements a year-round campaign designed to empower individuals to take simple actions to reduce air pollution and protect public health.

Educating children is an important part of the Clean Air Partners program. Clean Air Partners is entering its 15th year of educating students and providing professional development to teachers about air quality and climate issues in the environmental education sector across the metropolitan Washington D.C. and Baltimore regions. This is done through *On the Air* - an interactive school curriculum for use by teachers in the classroom. *On the Air* teaches students about air quality and climate change, how important it is to our health and the environment, and what they can do to improve the air and reduce the impacts of climate change. The curriculum is comprised of five modules and fifty-one activities and is a phenomenon-based science, 5 e-model, inquiry-based student centered interactive online and printable curriculum (ontheair.cleanairpartners.net).

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

III. SCOPE OF WORK

A. Position Description

To support Clean Air Partners, the Board of Directors is seeking the services of an experienced consultant to provide professional development to k-12 grade teachers. This will be done through the “On the Air” curriculum – to educate students on regional air quality and climate issues. The Education Program Manager will promote the use of the “On the Air” curriculum, with a specific focus on supporting teachers in implementing place-based environmental education.

B. Tasks include:

Task 1: Teacher Training and Professional Development (60%)

- Conduct teacher workshops and professional development on-site, on-line, in the field, and at host schools/organizations
- Build relationships with schools, school districts, and teachers across the Baltimore-Washington region
- Assess and address teacher and student academic needs
- Disseminate programs/materials to teachers and school districts
- Develop new activities, resources, and curriculum, as needed

Task 2: Program Outreach (15%)

- Establish, maintain, and facilitate partnerships with education organizations
- Represent Clean Air Partners at relevant meetings, workshops, and conferences. Serve on external outreach committees
- As opportunities arise, present “On the Air” activities in classrooms, after-school programs, and community events
- Maintain the “On the Air” website

Task 3: Measure and Evaluate Program Success (15%)

- a. Develop feedback tools to survey teachers on trainings, as well as “On the Air” topics and effectiveness of the curriculum/activities
- b. Maintain a master tracking sheet to include, but not limited to:

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- Indicators of Geographical Dissemination of teacher training program, including demographics. Number of trainings in disadvantaged communities
- Use of “On the Air” activities by teachers, including number and frequency of use, grade level and subject(s), and correlation to which NGSS standards
- Overall number of teachers and students reached

Task 4: Program Administration (10%)

- a. Participate in monthly coordination calls with Clean Air Partners Managing Director and Education Committee. As requested, attend Board of Directors and Executive Committee meetings
- b. Coordinate with state education agencies to secure continuing education credits for participating teachers
- c. Establish and serve as liaison to Clean Air Partners Education Stakeholder Group
- d. As opportunities arise, research, and write grant proposals in collaboration with Clean Air Partners staff
- e. Submit monthly progress reports on activities included in tasks 1-4.

C. Minimum Degree and Experience

a. Education

Graduation from a four-year college or university with a degree in education, educational leadership, curriculum and instruction, or a closely related field. a minimum of four-years of experience in a position related to k-12 education or curriculum development at an informal education organization. Any acceptable equivalent combination of education and experience that demonstrates the background necessary to perform the functions of the position may substitute for the above.

b. Knowledge, Skills and Abilities

- Knowledge of

- Preferred teaching methods in formal and informal settings for both students and teachers
- Extensive knowledge of educational program development
- Academic standards, multiple learning styles, and other techniques relevant to formal and non-formal learning environments
- Educational planning and program evaluation processes
- Group dynamics and group problem-solving techniques, such as leading meetings, gaining support while dealing with complex subjects, resolving conflicts and reaching consensus

- Ability to

- Effectively organize work, manage time, prioritize tasks, and follow both written and oral direction
- Effectively lead field experiences as part of teacher professional development
- Be responsive to and communicate effectively with internal and external stakeholders served or impacted by programs
- Effectively communicate ideas and program concepts, both orally and in writing

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- Use computers and standard, commonly accepted computer programs (MS Office products) is required,
- Must be able to maintain a flexible schedule and work weekends and/or evenings
- Must be able to travel to offer teacher professional development opportunities.
- Work independently with little supervision.

IV. INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

- A. COG's preference is to award a single contract resulting from this solicitation to the responsible vendor whose proposal conforms to the solicitation and will be most advantageous to COG and its members, including cost, technical and other requirements specified herein. COG may, at its discretion, award multiple contracts if it deems such an approach to be in the best interest of COG and its regional funding partners to complete the proposed scope of work.
- B. COG may award a contract or contracts based on initial offers received without discussion. Therefore, each initial offer should contain the Offeror's best terms from a price and technical standpoint. COG may communicate with Offerors to clarify, verify, or obtain additional information about its past performance or experience.

V. PERIOD OF PERFORMANCE AND TYPE OF CONTRACT

This is a one-year part-time contract position in the amount of \$60,000. The contract may be extended for up to two additional 1-year periods.

The Contract will be issued as a time and materials contract, not to exceed sixty thousand dollars (\$60,000).

VI. HOW TO APPLY

If interested, please submit the following via the Lockbox instructions in Section XI no later than the Proposal Due Date and time stated on the cover page.

Introduction – Letter of Interest, Executive Summary, Project Approach

Section 1 - Qualifications

1. Interested parties should provide their professional credentials and expertise of the individual(s) that will work on this project. Relevant experience should be described. Resumes should be included.
2. Please address the following in your qualifications:
 - Demonstrated direct relevant experience of individual(s) as described in the position description.
 - Experience presenting science or environmental concepts to teachers.
 - Experience with the Baltimore and Washington region's school systems.

3. Provide an affirmative statement that the key personnel provided for this project will be available for the duration of the project. Local availability and/or travel requirements should also be addressed.

Section 2 - References

Provide at least three (3) references that may be contacted regarding similar work performed. Letters of reference from previous employers or clients may be provided. Names, titles, addresses, telephone numbers, and emails should be included for each reference.

Section 3 – Resume/Curriculum Vitae

Provide maximum five (5) pages including Facility name, Location, Position, Period of Performance, Description of services provided, and accomplishments.

Section 4 - Cost Requirements

Include the number of hours per week for any individual(s) that will work on the project. Provide the hourly rates, including all expenses, and any travel or other direct costs that may be incurred and charged for providing the tasks described above.

VII. Proposal Document Organization

Offerors shall submit signed by an authorized principal or agent of the Offeror, which provides an overview of the proposal, as well as the name, title and phone number of the person to whom questions may be directed to concerning the proposal. The written proposal shall be organized to match the headings delineated below:

Electronic File

- A. Letter of Interest
- B. Executive Summary
- C. Project Approach (See Section II and III)
- D. Qualifications of the Individual/Firm and Personnel (See Section VI)
- E. References (See Section VI.C)
- F. Resume/Curriculum Vitae
- G. Cost requirements

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VIII Method of Proposal Evaluation and Selection

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

Factors	Points
Demonstrated direct relevant experience of the contractor, its key personnel, and any subcontractors as described in the statement of work.	50
Experience presenting science or environmental concepts to students and teachers	30
Experience with the Baltimore and Washington region’s school systems	15
Cost & Price	5
Total Points	100

IX. PROPOSAL QUESTIONS

- A. All questions concerning the RFP must be submitted in writing to the COG Contracts and Purchasing Office at purchasing@mwcog.org with a to cc: gcrichlow@mwcog.org no later than seven (7) business days prior to the deadline.
- B. All questions will be answered via addendum and posted on COG’s website five (5) business days prior to the deadline.
- C. No questions will be accepted following the cut-off date.
- D. Addendums must be acknowledged on the Proposal Response form. Please check the website posting prior to your submission at www.mwcog.org/purchasing-and-bids/cog-bids-and-rfps/. Failure to acknowledge the addendums could result in the submission being deemed non-responsive.

X. SUBMISSION DATE AND LOCKBOX INSTRUCTIONS

- A. Proposals shall be received via “Lockbox” by no later than the Proposal due date and time stated on the cover page of this RFP.

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- B. Submissions for this RFP must be made electronically to COG’s solicitation “Lockbox.”
- C. Lockbox Submission Instructions are as follows:
1. Proposals may not be submitted through hard copy, fax, or other electronic methods except as designated below.
 2. Please use the RFP number and your firm name in the file name of your electronic submission.
 3. Offerors shall submit one (1) electronic copy with two (2) separate files as per above instructions of their qualifications to the COG Lockbox system as per the below directions.
 - a. Offerors shall submit files to the COG “Lockbox” system in the following fashion:

- i. Registration – To utilize the “LOCKBOX” service, Offeror must be registered on the Mid-Atlantic Purchasing Team Vendor Registration System (“VRS”) portal at <https://mwcog.net>.

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

To register:

- Go to the portal at <https://mwcog.net> and click the Vendors listing the left menu on the page.
 - Click Register and fill out the form. NOTE: Offeror will need its company information including its TIN/EIN number if Offeror is a company or Offeror’s SSN if Offeror is a sole proprietor.
 - Registering will give Offeror access to the LOCKBOX solicitations.
 - ii. If the firm is already registered in the VRS then this step can be skipped. The vendor will need to have their Vendor ID and VIN numbers handy.
 - iii. Submission – Once registered in the VRS system go to the website at <https://mwcog.net> and click on Solicitation Listings tab. Those solicitations utilizing the VRS Lockbox service will be highlighted with a LOCKBOX button.

Click on the LOCKBOX button.

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

Also use Offeror’s credentials for the following:

- To submit a question to COG.
- To upload Offeror’s formal bid response and any additional attachments to the lockbox (before the closing time for the solicitation).
- Please limit size of individual files to 10 MB.

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- Limit number of files to the following:
 - Section IV.B.1-2
 - Section IV.B.3 and the Proposal Response form and accompanying documents from checklist.
 - Resumes may be submitted in a separate file in needed
- *The Offeror's company name should be part of each file name.*
- To withdraw Offeror's formal response should Offeror desire to cancel its submission or to replace an already uploaded copy with a modified version.
- To verify that the document in the lockbox is the one Offeror uploaded.

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

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

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

- b. Please do not wait until the last moment to register. If problems occur during registration please contact COG's provider at customerservice@eepex.com and cc: purchasing@mwkog.org
 - c. DO NOT email submissions directly to COG they will be disqualified.
4. The submission should be made in two (2) separate files
- a. Section VI.A-C - Technical Proposal including Cover Letter, Table of Contents, Executive Summary, Project Approach (See Section VI.A), Qualifications of the Individual/Firm and Personnel (See Section VI.B), References (See Section VI.D)
 - b. Section VI.D - Administration including Proposal Response Form, Pricing, and DBE Plan

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XI. RFQ 23-001 Proposal Response Form (Checklist and Acknowledgement & Signature Section)

This signed form must be included as a cover page for the pricing and DBE submissions. It should be uploaded as a separate attachment (Volume 2) to be considered responsive.

Offeror's Check List and Required Forms -

ITEM	YES	NO
• Attachment A - Acknowledge and accept Terms and Conditions (If <u>NO</u> - Exceptions should be noted on a separate sheet)	___	___
• Attachment B - Non-Collusion and Debarment Affidavit	___	___
• Attachment C - References	___	___
• Attachment D - Acknowledge Rider Clause	___	___
• Certificate of Insurance (Acord Form from insurer)	___	___
• Electronic Payment (See Terms and Conditions)	___	___
• Exceptions (including insurance)	___	___

(Exceptions - If yes, please attach all on separate sheet(s) at the end of this Proposal Response Form. Failure to acknowledge exceptions may be considered non-responsive)

Addendums Acknowledged (if applicable) - *All Addendums must be acknowledged*

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 _____

See next page for signature

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

OFFICIAL COMPANY NAME: _____

Primary Representative Name: _____

ADDRESS: _____

TELEPHONE: _____ WEBSITE: _____

EMAIL: _____

SIGNATURE: _____ Title: _____

Secondary Representative Name: _____

Secondary Representative Email Address _____

**ATTACHMENT A
TERMS AND CONDITIONS**

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.

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.

Proposers are categorized as Subrecipients in this section

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

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 MWCOG immediately. Upon learning of the actions herein identified, MWCOG reserves the right at its sole discretion either to cancel the Contract or to affirm the Contract and hold the Contractor responsible for damages. The exercise of this right is in addition to any other rights MWCOG may have as provided in this agreement or by law.

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;

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- C. It is qualified to do business in the jurisdictions covered by the Contract and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- D. It is not in arrears in the payment of any obligations due and owing to any agency involved in this agreement, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- E. It shall comply with all federal, state and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
- F. It shall obtain, at its expense, all licenses, permits, insurance and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

IV. Contingent Fee Prohibition

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

V. Counterparts

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

VI. Force Majeure

Neither MWCOG nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, declaration of emergency, or war where such cause was beyond, respectively, MWCOG's or Contractor's reasonable control. MWCOG and/or its members and Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

VII. Governing Law

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

VIII. Indemnification

The Contractor shall protect, hold free and harmless, defend and indemnify MWCOG from all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments (including attorney's fees) resulting from injury to, or death of, any person or damage to property of any kind, which injury, death or damage arises out of, or is in any way connected with the performance of the work or failure to perform its obligations under this Contract.

This obligation of indemnification shall apply to any acts or omissions, negligent conduct, whether active or passive, including acts or omissions of Contractor's agents or employees; except that it shall

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not be applicable to injury, death or damage to the property arising from the sole negligence of MWCOG, their officers, agents and employees.

IX. Independent Contractor

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

X. Insurance Requirements

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

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- D. All insurance policies shall have a minimum 30 days' notice of cancellation. Immediate written notice to MWCOG and members involved in the contract shall be required in the event of cancellation or restriction by the insurance company of any insurance policy referred to in this section.
- E. When insurance coverage is renewed, Contractor shall provide new certificates of insurance prior to expiration of current policies to all contracting agencies.

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

1. Nondiscrimination

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

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

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

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

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b. Age

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

c. Disabilities

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

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

XII. Ownership of Documents and Materials

- A. The Contractor agrees that all documents and materials, including but not limited to, reports, drawings, studies, specifications, estimates, maps, photographs, designs, graphics, mechanicals, artwork, and computations prepared by or for the Contractor under the terms of this Contract shall at any time during the performance of the services be made available to MWCOG upon request and shall become and remain the exclusive property of MWCOG upon termination or completion of the services. These jurisdictions shall have the right to use the same without restriction or limitation and without compensation to the Contractor other than that provided in this Contract. MWCOG shall be the owner for the purposes of copyright, patent or trademark registration.
- 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 MWCOG and/or members of ownership for purposes of copyright, patent or trademark and of all right to possess and to use such design, device, material or process and a legally sufficient agreement with the patentee or owner, and a copy of such agreement shall be filed with MWCOG and/or members.
- C. The Contractor shall indemnify and save harmless MWCOG from any and all claims for infringement by reason of the use of any such patented design, device, materials, or process, or any trademark or copyright, and shall indemnify, protect and save harmless MWCOG, their officers, agents, and employees with respect to any claim. Action, costs or infringement, for royalties or user fees, arising out of purchase or use of materials, construction, supplies, equipment or services covered by this Contract.

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XIII. Payments

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

Electronic Payment means the payment of money to a vendor by electronic means, including by means of a Purchase Card (P-card) or Automated Clearing House (ACH) funds transfer method.

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

Contractors will receive payment from the P-Card in the same manner as other credit card purchases. The payments typically are transferred within 48 hours.

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

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

XIV. Records

- A. Contractor shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document Contractor's performance hereunder.
- B. Contractor acknowledges and agrees that the MWCOG and their duly authorized representatives shall have access to such fiscal records and all other books, documents, papers, plans, and writings of the Contractor that are pertinent to this Contract. All such fiscal records, books, documents, papers, plans, and writing shall be retained by Contractor and kept accessible for a minimum of three (3) years, except as required longer by law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Contract, whichever date is later.
- C. All subcontracts shall also comply with these provisions.

XV. Remedies

- A. Corrections of errors, defect and omissions. Contractor agrees to perform the work as may be necessary to correct errors, defects, and omissions in the services required under this Contract, without undue delays and without cost to MWCOG. The acceptance of the work set forth herein by MWCOG shall not relieve the Contractor of the responsibility of subsequent corrections of such errors.
- B. Set Off. MWCOG may deduct from and set-off against any amounts due and payable to the Contractor any back-charges, penalties, or damages sustained by MWCOG, their agents, employees of recipients of its services, by virtue of any breach of this Contract by the Contractor or by virtue of the failure or refusal of the Contractor to perform the services or any part of the services in a satisfactory manner. Nothing herein shall be construed to relieve the Contractor of liability for additional costs resulting from a failure to satisfactorily perform the services.

- C. Cumulative. All rights and remedies of MWCOG/ members and Contractor shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of the MWCOG by law.

XVI. Responsibility of Contractor

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

XVII. Severability/Waiver

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

XVIII. Subcontracting or Assignment

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

XIX. Survival

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

XX. Termination

- A. If the Contractor fails to fulfill its obligations under the Contract properly and on time, or otherwise violates any provision of the Contract, MWCOG may terminate the Contract by written notice to the Contractor.

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- B. The notice shall specify the acts or omissions relied upon as cause for termination.
- C. All finished or unfinished work provided by the Contractor shall, at MWCOG's option, become MWCOG's and/or member's property. MWCOG shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and MWCOG can affirmatively collect damages.

XXI. Termination of Contract for Convenience

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

XXII. Termination of Multi-Year Contract

- A. If MWCOG fail to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be cancelled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either MWCOG's and/or members rights or the Contractor's rights under any termination clause in this Contract.
- B. The effect of termination of the Contract hereunder will be to discharge both the Contractor and MWCOG from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. MWCOG shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

XXIII. Time is of the essence

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

XXIV. Whole Contract

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

(Revised 9/12/2020)

**ATTACHMENT B
NON-COLLUSION AND DEBARMENT AFFIDAVIT**

DATE _____

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

To Whom It May Concern:

This is to certify that the undersigned bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this Bid submitted to the Metropolitan Washington Council of Governments & Mid-Atlantic Purchasing Team.

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

Proposal _____

Name of Proposer _____

Signature

Title of Authorized Representative

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

My commission expires _____, 20____.

Notary Public

(Notary Seal)

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CONTRACTOR: _____

PROVIDE THE INFORMATION REQUESTED BELOW ON ALL CONTRACT PROJECT WORK FOR THE PAST THREE (3) YEARS TO DATE. YOU MAY ATTACH AN ADDITIONAL PAGE IF NECESSARY. It is imperative that accurate contact names and phone numbers be given for the projects listed. Client information 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.

Project Number 1

1. Name of Client Organization: _____

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

Phone Number of POC: _____ Email: _____
3. Approximate Value of Contract: _____
4. Duration of Contract: _____
5. Description of Services Provided: _____
6. Team Member(s) Involved: _____

Project Number 2

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

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

6. Team Member(s) Involved: _____
CONTRACT REFERENCES (cont'd)

Project Number 3

1. 1. Name of Client Organization: _____

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

Phone Number of POC: _____ Email: _____

3. Approximate Value of Contract: _____

4. Duration of Contract: _____

5. Description of Services Provided: _____

6. Team Member(s) Involved: _____

Project Number 4

1. 1. Name of Client Organization: _____

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

Phone Number of POC: _____ Email: _____

3. Approximate Value of Contract: _____

4. Duration of Contract: _____

5. Description of Services Provided: _____

6. Team Member(s) Involved: _____

Project Number 5

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

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

6. Team Member(s) Involved: _____

Project Number 6

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

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

6. Team Member(s) Involved: _____

Project Number 7

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

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

6. Team Member(s) Involved: _____

**ATTACHMENT D
COG COOPERATIVE RIDER CLAUSE**

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

I. Format

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

II. Terms

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

III. Other Conditions - Contract and Reporting

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

Semi-annual reporting Due Dates beginning from Contract execution:

- November 30, covering May 1 – October 31
 - May 31, covering November 1 – April 30
- D. Contractor is required to report any Participating Agency that is added to the contract and a COG Rider Clause Approval Form must be filled out by the Participating Agency and approved by COG (see form below).
 - E. 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.

II. Participating Members

COG Member Governments

- **District of Columbia**

- **Maryland**

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

- **Virginia**

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

- **Other Local Governments**

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

- **Public Authorities/Agencies**

- Alexandria Renew Enterprises
- District of Columbia Water and Sewer Authority
- Metropolitan Washington Airports Authority

- Montgomery County Housing Opportunities Commission
- Potomac & Rappahannock Transportation Commission/ Omni Ride
- Prince William County Service Authority
- Upper Occoquan Service Authority

- Washington Metropolitan Area Transit Authority
- Washington Suburban Sanitary Commission

- **School Systems**

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

- **State Agencies**

- Maryland-National Capital Park and Planning Commission

BALTIMORE METROPOLITIAN COUNCIL

- City of Annapolis
- Anne Arundel County
- Anne Arundel County Public Schools
- Anne Arundel Community College
- City of Baltimore
- Baltimore City Public Schools

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- 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

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**ATTACHMENT D
COG RIDER CLAUSE**

Sample Approval Form Only – Do not fill out

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.

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.

Questions -

YES NO

- | | | |
|---|-------|-------|
| 1. Is the Contract active and currently in force? | _____ | _____ |
| 2. Is the Participating Agency’s specifications/scope of work the same or very similar to that in the Contract? | _____ | _____ |
| 3. 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 _____

