



REQUEST FOR QUALIFICATIONS NO. 25-003

RELEASED 12/2/2024

Technical Assistance for MWCOG/TPB Local Technical Assistance Programs
including the Transportation Land-Use Connections (TLC) Program,
the Regional Roadway Safety Program (RRSP),
and the Transit Within Reach (TWR) Program

Proposers shall submit electronic copy
with the complete proposal to:

Proposals shall be uploaded no later than
2:00 p.m. ET, JANUARY 14, 2025

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

NOTE: See lockbox submission instructions in Section XII

The Metropolitan Washington Council of Governments

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

The National Capital Region Transportation Planning Board

The National Capital Region Transportation Planning Board (“TPB”) is designated under federal law as a Metropolitan Planning Organization (“MPO”) and is responsible for coordinating metropolitan transportation planning for the Washington region. Among other things, federal law requires the TPB to develop a long-range financially constrained transportation plan for the region, which includes Northern Virginia, Suburban Maryland and the District of Columbia. Members of the TPB include representatives of the transportation agencies of the states of Maryland and 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. Staff for the TPB is provided by COG.

I. BACKGROUND

COG has released this RFQ as part of the procurement process for its three local technical assistance programs: 1) the Transportation Land-Use Connections (TLC) Program, 2) the Regional Roadway Safety Program (RRSP), and 3) the Transit Within Reach (TWR) Program. Background for each program is provided below. More detailed information can be found at our website: <https://www.mwcog.org/transportation/planning-areas/>.

A key point of commonality should be emphasized upfront: Each of the three programs follows an identical procurement process, which is described later in this document.

The Transportation Land-Use Connections (TLC) Program

The TPB initiated the Transportation Land-Use Connections (“TLC”) program in 2007 to provide support to local jurisdictions as they deal with the challenges of integrating land-use and transportation planning at the community level. The program is largely focused on providing technical assistance to TPB member jurisdictions, but it is also designed to share success stories and proven tools with local governments and agencies across the National Capital Region.

The TLC program is rooted in long-standing TPB policies and planning efforts. The TPB’s Regional Transportation Priorities Plan and COG’s Region Forward plan, along with the TPB’s long-range plan Visualize 2045, have shown that certain actions, based on the goals of the plans, can make positive impacts on future travel conditions. These actions include locating jobs and housing in dense, mixed-use regional Activity Centers, promoting development closer to transit stations, and increasing multimodal transportation options.

To date, the program has funded 186 projects utilizing annual rounds of funding, beginning in 2007. Projects have addressed key issues including bicycle and pedestrian planning, urban roadway design

standards, affordable housing and Transit Oriented Development.

The program has been very well received. Participants note that TLC technical assistance provides them an opportunity to perform planning activities that otherwise might not have received focused attention or may not been completed at all. In evaluations of the TLC program, participants have emphasized the value of the program's rapid-response approach to technical assistance. They note that the limited timeframes and budgets for projects help produce tailored, meaningful results that do not get bogged down as longer studies often do. In addition, participants appreciate the program's value in bringing stakeholders together in ways that might not have occurred otherwise. The process of participating in a regional technical assistance program has encouraged participants to think regionally and include a variety of partners in their projects.

It should be emphasized that the end-products of the TLC program should not be viewed simply as discrete reports. Rather, the projects funded through the TLC program are designed to fit into more extensive planning activities and serve as models for other jurisdictions in the region. In many cases, the "products" include the relationships that are enhanced when stakeholders are convened through TLC projects, or the issues and opportunities that are clarified and highlighted through focused, short-term technical assistance.

The Regional Roadway Safety Program

The TPB initiated the Regional Safety Program (RRSP) in 2020 to provide support to member jurisdictions and agencies to develop and/or implement projects, programs, or policies to equitably improve safety outcomes for all roadway users. Modeled on the TLC program, the RRSP is largely focused on providing short-term consultant services to member jurisdictions or agencies to assist with planning or preliminary engineering projects that address roadway safety issues. To date, the program has funded 28 projects.

While the TPB has long been involved in efforts to improve roadway safety in the National Capital Region, the level of focus on safety has increased significantly in the last several years. A resolution establishing an initial set of regional highway safety targets was adopted by the TPB in January 2018. During board deliberations before and since then, the TPB has indicated repeatedly, and in strong terms, that the number of fatalities and serious injuries on the NCR's roadways are unacceptable.

To better understand the factors contributing to the unacceptably high numbers of fatal and serious injury crashes in the region, the TPB commissioned a regional safety study in June 2019. The findings and recommendations from this study were presented to the TPB over several months in early 2019. Drawing on the findings of the study, the TPB adopted [Resolution R3-2021](#) in July 2020. In this resolution the TPB urges its members to reaffirm road user safety as a top priority and prioritize the implementation of projects, programs, and policies that strive to reduce the number of fatal and serious injury crashes on the Region's roadways by working individually and/or collectively to take the following actions:

- Increase seat belt use among all occupants in a motor vehicle, reduce unsafe vehicle speeds, and reduce impaired and distracted driving;
- Identify and implement applicable countermeasures, especially the approximately 50 countermeasures described in the resolution as appropriate and on a case-by-case basis consistent with the TPB's Policy Statement on Equity;
- Adopt safety goals consistent with Vision Zero or Towards Zero Death policies, develop local

roadway safety plans, and adopt procedures that increase the use of ignition interlock devices for impaired driving offenders; and

- Establish and fund a Regional Safety Program at the TPB, beginning in fiscal year 2021, to assist member jurisdictions and the region to develop and/or implement projects, programs or policies to equitably improve safety outcomes for all roadway users. (*Note: This last point above is the portion of TPB Resolution R3-2021 that establishes and funds the Regional Roadway Safety Program related to this Request for Qualifications.*)

The Transit Within Reach Program

The Transit Within Reach (TWR) Program funds design and preliminary engineering projects to help improve bike and walk connections to existing high-capacity transit stations or stations that will be open to riders by 2030. The program places special emphasis on projects that improve access in TPB Transit Access Focus Areas (TAFAs), which have been identified as prime locations for small capital improvements— such as sidewalks, trails, crosswalks— that will make it safer and easier to walk or bike to train stations and bus stops. To date, the program has funded six projects.

The Transit Within Reach program advances a regional policy priority to improve walk and bike access to transit, which was one of seven Aspirational Initiatives approved by the TPB in 2018. Moving beyond conceptual planning, Transit Within Reach funds can help projects achieve up to 30 percent design and otherwise make progress toward construction/implementation (see categories listed below). Local governments that are members of the TPB are eligible to apply. Services are provided by consultants on a short-term basis— typically one year or less.

The program complements the Transportation Land-Use Connections (TLC) Program, which also funds technical assistance for local governments throughout the region. But unlike TLC which funds both planning and design projects, the TWR Program only funds design. And, while the TLC Program also promotes access to transit, its projects typically address other topics as well.

II. SCOPE OF REQUIRED SERVICES AND TASKS

COG conducts the procurement process for its three local technical assistance programs using consultants that are awarded master contracts (Phase I) on an “indefinite delivery/indefinite quantity” (IDIQ) basis. COG uses these consultants to competitively solicit proposals (Phase II) for projects. Firms submitting winning proposals are awarded task orders to implement projects.

- Phase 1 in this process, the “Qualification of Prime Contractor,” is the sole focus of this solicitation
- Phase 2 is not part of this solicitation but will later include task orders for competitive response by offerors qualified through this RFQ.

Phase I – Qualification of Prime Contractor

COG is issuing this RFQ to qualify consultants for its three local technical assistance programs. **All consultants wishing to participate in these programs must be qualified through this RFQ 25-003. Qualification under prior bids/tasks orders are void.**

This is a competitive selection process; the solicitation is open to new and previously awarded

consultants from prior RFQ TLC/RRSP/TWR awards. Each of the selected firms will be awarded master contracts on an IDIQ basis that will be valid for three years, with two optional one-year renewals. The firms that are awarded contracts through this RFQ will be included in a single list of consultants for all three programs—TLC, RRSP, and TWR.

The firms that are awarded these contracts will later have the opportunity (see Phase II below) to submit competitive proposals on TLC, RRSP, and TWR projects that will be assigned through task orders. Consistent with current practice, COG expects that the procurements at the task order level will be conducted separately, on a competitive basis, for each program.

Following an award of a master contract, there is no guarantee of any or minimum task order award;

Through this RFQ, COG is seeking to award contracts to multiple firms with varying skillsets to conduct an array of different types of projects. Projects for the three programs typically fall within one or more of the categories listed below, although this list is not intended to be exhaustive of the types of projects that are funded through the program:

Typical TLC Project Topics (Planning)

- Small area and transit station area planning
- Bicycle and pedestrian safety and access studies
- Trail planning and design
- Safe Routes to School planning
- Mixed-use/TOD market analysis
- Zoning and development design standards
- Transit demand and feasibility analysis
- Parking management planning
- Transit demand analysis
- Freight planning
- Housing analysis
- Streetscape and public space plans
- Resilience and sustainability planning

Typical RRSP Projects Topics (Planning)

- Support of local roadway safety plans
- Bicycle and pedestrian safety & access studies
- Roadway safety audits
- Crash data analysis
- Jurisdictional efforts to leverage the “Street Smart” program
- Identification of jurisdictional “high injury networks”
- Road diet design
- Lighting and signage improvements
- Intersection improvements
- Enhanced pedestrian infrastructure
- Safety guides or toolkits
- Safety guidelines and standards
-

Typical Tasks for Design Projects (up to 30%) – Might include TLC, RRSP, or TWR

- Cost estimates of improvements

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- Engineering systems descriptions and analyses
- Preliminary or schematic drawings with site plans and elevations
- Renderings of site massing, elevation, or facility interior/exterior spaces
- Site surveys

For more information about project types and the frequency of different topics, visit our database at: <https://www.mwcog.org/transportation/planning-areas/land-use-coordination/tlc-program/tlc-grant-database/>

Phase II: Task orders issued under resulting contracts (not part of this RFQ)

Phase II is not part of this RFQ solicitation but is provided for informational purposes only.

Firms qualified through this RFQ will be awarded master contracts that will provide them the opportunity to compete for task orders for individual projects. As individual projects become available, COG staff will seek proposals via task order solicitations from a selected number of the firms that have been awarded contracts through this RFQ. These solicitations for projects typically occur on an annual basis for TLC and RRSP and every other year for TWR,

If more than one proposal is received for a project, staff will conduct a competitive review to select a consultant to whom a task order will be issued. Technical qualifications, project approach, and DBE are factors that will be considered in the awarding of task orders.

If a contractor chooses not to bid on a project or chooses not to accept a task, they will not be disqualified from being offered future opportunities to bid.

On an as-needed basis, COG reserves the right to separately solicit consultant support for TLC, RRSP or TWR projects from firms other than those awarded contracts through this RFQ.

Please note for illustrative purposes: For FY 2025, COG/TPB currently has funded 18 projects through these programs for a range of \$40,000 to \$100,000 each. Fourteen out of the current projects are funded between \$80,000 and \$100,000. The current maximum funding for a single project is \$100,000, but this may be increased in future years.

III. DEFINITIONS USED IN THIS DOCUMENT

COG	The Metropolitan Washington Council of Governments
Contractor	The term used throughout this document to describe the individual or organization awarded the prime contract based on this solicitation.
Contracting Officer	The Executive Director of the Metropolitan Washington Council of Governments or their designee
DTP	COG Department of Transportation Planning
FHWA	Federal Highway Administration
FY	COG Fiscal Year (July 1 through June 30)

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IDIQ	Indefinite Delivery, Indefinite Quantity
MDOT	Maryland Department of Transportation
MPO	Metropolitan Planning Organization
MWAA	Metropolitan Washington Airports Authority
Offeror	The term used throughout this document to describe the individual or organization presenting a proposal (offer) for intended award to COG. solicitation.
RRSP	Regional Roadway Safety Program
Subcontractor	A person or company who is the recipient of a task or portion of contracted work assigned or outsourced by a prime contractor.
Technical Selection Committee	The Committee established by COG to review the proposals received under this solicitation and recommend selection of offerors to the COG Contracting Officer.
TLC	Transportation Land Use Connections Program
TPB	COG Transportation Planning Board
TWR	Transit Within Reach Program

IV. TYPE OF CONTRACT AND PERIOD OF PERFORMANCE

- A. COG is using this RFQ to select a limited number of firms that will each be awarded master contracts on an “indefinite delivery/indefinite quantity” (IDIQ) basis.
- B. Contractors that are awarded master contracts through this RFQ will be eligible to participate in competitive procurements for each of COG/TPB’s local technical assistance programs – TLC, RRSP, and TWR.
- C. The contracts awarded as a result of this RFQ will be valid for three years, with two optional additional one-year renewals.
- D. COG reserves the right to issue a supplemental solicitation at any time during this period or qualify additional firms as needed. Further, on an as-needed basis, COG reserves the right to procure consultant support for specific projects from firms other than those awarded contracts through this RFQ.
- E. COG invites all eligible bidders to respond to this RFQ. In addition to for-profit firms, eligible bidders may include individuals, non-profit organizations, and academic institutions.
- F. The firms that are awarded contracts as a result of the RFQ process may later be assigned projects through task orders. These task orders will be fixed-price. It is anticipated that the dollar amounts for each task order will vary based upon project approvals by the Transportation Planning Board.

- G. Information for illustrative purposes: For task orders in FY 2025, COG/TPB funded TLC, RRSP, and TWR projects at varying levels within a range of \$40,000 to \$100,000. However, COG reserves the right to fund task orders for projects that may exceed \$100,000 or for less than \$40,000.
- H. Being awarded a contract as a result of this RFQ is not a guarantee that task orders will later be awarded.
- I. COG/TPB currently anticipates using the new master list of consultants, which will be developed through this RFQ, in the procurement for FY 2026 projects for TLC and RRSP. COG/TPB currently anticipates that task orders for those projects will be issued in the summer of 2025.
- J. At the time of issuance of this RFQ, funding for the TLC, RRSP, and TWR programs has been authorized through June 30, 2025. The TPB's budget for FY 2026 is scheduled to be approved in the spring of 2025. COG/TPB anticipates that the FY 2026 budget will extend funding for TLC, RRSP, and TWR into future fiscal years. Such funding, however, is contingent upon federal legislative action, among other factors.

V. **STRUCTURE OF SUBMISSIONS**

Respondents must follow the prescribed format, or they may be deemed non-responsive.

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

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

A. Qualifications of the Firms and Personnel

1. If Offeror is a firm, non-profit organization, academic institution, or other organization: This section shall provide information on the experience of the organization and qualifications of key personnel proposed for this contract, along with information about any professional credentials. Although standard personnel resumes may be included as attachments to the submission, amplification, specific to this RFQ, is required in this section. The entity must also note any federal, state, or local DBE certifications it holds.
2. If Offeror is an individual: This section shall provide information on the experience and qualifications of the individual responding to this RFQ, along with information about any professional credentials. The individual also must note any federal, state, or local DBE certifications it holds.

B. Management Approach & Cost Considerations

1. If Offeror is an organization: This section shall describe the management approach that the Offeror would expect to employ in conducting projects through TLC, RRSP, or TWR. This section should also provide the fully burdened hourly rates for all personnel that may be made available for projects. Also, the Offeror should indicate other costs that may be associated with contract performance, including expenses related to travel.
2. If Offeror is an individual: This section shall describe the management approach that the Offeror would expect to employ in conducting projects. This section should also provide the Offeror's hourly rate. Also, the Offeror should indicate other costs that may be associated with contract performance, including expenses related to travel.

C. References

1. The Offeror shall provide a minimum of at least three (3) references on the form provided (Attachment C).
2. Names, titles, addresses, and telephone numbers shall be included for each reference.
3. References should include past COG-related work in which key personnel have served (Please attach to reference form).

VI. **PROPOSAL DOCUMENT ORGANIZATION**

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

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

- A. Letter of Interest
- B. Response Form and Checklist
- C. Table of Contents
- D. Executive Summary
- E. Qualifications of the Firm and Personnel
- F. Cost Proposal
- G. References

VII. **METHOD OF EVALUATING PROPOSALS AND OFFEROR SELECTION**

This RFQ will be used to select a limited number of firms that will each be awarded master contracts on an "indefinite delivery/indefinite quantity" (IDIQ) basis. The firms that are

awarded these contracts will later be assigned projects through task orders.

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

A. Evaluation of Proposal Submissions

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

Factors	Points
Experience & Qualifications of the Offeror(s) and Key Personnel	60
Management Approach & Cost Considerations	40
Maximum Total Points	100

VIII. **DISADVANTAGED BUSINESS ENTERPRISE**

Disadvantaged Business Enterprise (“DBE”) participation shall be an integral component of the selection process of consultants for TLC, RRSP, and TWR projects **at the time that task orders are competed**. There are no DBE requirements in response to this RFQ at this time. DBE plans will be required on the task order solicitations. . The information below is provided for informational and task order planning purposes only. COG's DBE Policy may be viewed on its website.

DBE participation in the TLC, RRSP, and TWR programs shall be considered at the time that proposals are **selected for task orders** for specific projects. COG has determined that **consideration of DBE participation will not be included in the evaluation factors for this RFQ** because the participation of DBE subcontractors will not be specified until the proposals for task orders for individual projects are developed at a later time.

At the time that proposals for task orders for specific projects are awarded, a total of 15 possible points (out of a maximum of 100 points) may be awarded for participation, as measured in dollars, either as the prime contractor or "subcontractor." In the event of a tie score between two or more proposals, the proposal with the largest percentage of DBE participation, as measured in dollars, will be awarded the contract. DBE points are to be awarded as follows:

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

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

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

To comply with this requirement, the Contractor is required to provide to COG DBE Compliance Officer with monthly reports on DBE payment(s). This may involve monthly reporting via email.

Note: All questions on the DBE requirements should be sent to Facilities and Purchasing Manager, Charles Felton, cfelton@mwcog.org.

IX. SPECIAL CONDITIONS

- A. Federal, state, local, or foreign taxes are not allowable.
- B. Legal fees of any type are not allowable without prior written approval of COG.
- C. In the event the project is terminated by COG, the Offeror will be paid for work actually performed up to the effective date of termination.
- D. The Offeror, acting as an independent contractor, shall hold COG harmless from and shall be solely responsible, where found liable, for the payment of any and all claims for loss, personal injury, death, property damage, or otherwise, arising out of any act of omission or negligence of its employees, agents, or subcontractors in connection with the performance of this work.
- E. In case of failure by the Offeror to perform, or have performed, the duties and obligations imposed by the resulting contract, COG may, upon verbal notice, to be confirmed in writing, procure the necessary services from other sources and hold the Offeror responsible for any and all additional costs occasioned thereby.
- F. The Offeror covenants that it presently has no interest shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under the resulting contract. The Offeror further covenants that in the performance of this contract, no person having any such interest shall be employed.
- G. It is understood that should, for any reason, the funding sources for the proposed contract terminate their funding arrangements with COG, COG shall notify the Offeror that its contract is terminated, as of the date of the effective date of notification, until such time as COG's funding sources resume payments to COG.
- H. Should funding from COG's funding sources be delayed for any reason, COG shall make a concomitant delay in payment to the Offeror.

X. INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

- A. COG is the procuring entity, and this procurement transaction will, in all aspects, and as required by the applicable grant conditions, be governed by COG's own procurement policy and procedures.

- B. A copy of COG's procurement policy is available to potential Offeror(s), at:
<https://www.mwcog.org/documents/2022/09/15/cog-procurement-policy-bids/rfps/>
- C. COG intends to award multiple master contracts resulting from this solicitation to qualified, responsible Offeror(s) whose submissions conform to the requirements of this RFQ and whose proposals are most advantageous to COG.

XI. QUESTIONS AND EXCEPTIONS

A. Questions

1. All questions concerning the RFQ must be submitted in writing to the Contracts and Purchasing Office at purchasing@mwcog.org cc: gcrichlow@mwcog.org least five (5) business day prior to the final RFQ deadline.
2. All questions will be answered and posted on COG's website as an addendum to this RFQ within three (3) business days before the submission deadline.
3. No questions will be accepted following the cut-off date.

B. Exceptions

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

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

Terms and conditions will not be altered in the master contract unless exceptions were taken and accepted in this solicitation. NO EXCEPTIONS.

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

XII. SUBMISSION DATE, LOCKBOX, AND CONTACT

- A. The qualifications proposal shall be submitted by no later than TIME AND DATE posted on cover page and/or updated via Addendum.
- B. Proposals may not be submitted through hard copy, fax or other electronic methods except as designated below.
- C. Please use the RFQ number and your firm name in the file name of your electronic submission.
- D. **Offerors shall submit one (1) electronic copy of their proposal to the COG Lockbox system** as per the below directions. Proposal can be broken down in up to two individual files the meet file size limitations.

1. Proposers shall submit one electronic copy to the COG “Lockbox” system in the following fashion:
 - a. STEP ONE - Registration_ - To utilize the “LOCKBOX” service, your agency must be registered on the Mid-Atlantic Purchasing Team Vendor Registration System (VRS) portal at <https://mwcog.net>.

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

- Go to the portal at <https://mwcog.net> and click the Vendors listing the left menu on the page.
 - Click Register and fill out the form. NOTE: You will need your company information including your TIN/EIN number if you are a company or your SS if you are a sole proprietor.
 - Registering will give you access to the LOCKBOX solicitations.
- b. STEP TWO – Submission – Once registered in the VRS system go to the website at <https://mwcog.net> and click on Solicitation Listings tab.

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

Click on the LOCKBOX button for this solicitation.

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

Use your credentials for the following:

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

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

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

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

PENDING SOLICITATIONS page.

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

** Remainder of page is blank **

XIII. RFQ 25-003 Response Form (Page 1 of 2)

DATE: _____

Company Name - _____

Submission Check List and Required Forms -

ITEM	YES	NO
Attachment A - Acknowledge and accept all Terms & Conditions	___	___
Attachment B - Certification Regarding Debarment		
Attachment C - References	___	___
Accept Electronic Payment (See Terms and Conditions)	___	___
Acord Form - Proof of Insurance provided by the insurer as per the Terms and Conditions	___	___
Good Standing Letter	___	___

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

Addendums Acknowledged (if applicable) -

Addendum #1	YES ___	NO ___	N/A ___
Addendum #2	YES ___	NO ___	N/A ___

Others _____

*See please attach with next page and include after cover letter.

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

See next page for signature space

XIII. RFQ 25-003 Response Form (Continued page 2 of 2)

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

Federal Tax ID No.: _____

NAME: _____

COMPANY: _____

ADDRESS: _____

TELEPHONE: _____ WEBSITE: _____

EMAIL: _____

SIGNATURE: _____

TITLE: _____

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

ATTACHMENT A
TERMS AND CONDITIONS

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

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

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

1. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended. The CONTRACTOR agrees to report each violation to COG and understands and agrees that COG will, in turn, report each violation, as required, to assure notification to appropriate federal agencies including the appropriate EPA Regional Office.
2. The CONTRACTOR also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance.

III. Lobbying – 31 U.S.C. § 1352 *et seq.*

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions [as amended by “Government wide Guidance for New Restrictions on Lobbying,” 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein as been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. § 1601 *et seq.*)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

The CONTRACTOR, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONTRACTOR understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.* apply to this certification and disclosure, if any.

_____ Signature of CONTRACTOR Authorized Official

_____ Name and Title of CONTRACTOR Authorized Official

_____ Date

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

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

V. Funding Agency Changes

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

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

The Clean Air requirements apply to all contracts exceeding \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year.

1. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.* The CONTRACTOR agrees to report each violation to COG and understands and agrees that COG will, in turn, report each violation as required to assure notification to the funding federal agency, if any, and the appropriate EPA regional office.
2. The CONTRACTOR also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance.

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

The Recycled Products requirements apply to all contracts for items designated by the EPA, when COG or the CONTRACTOR procures \$10,000 or more of one of these items during the fiscal year or has procured \$10,000 or more of such items in the previous fiscal year, using federal funds.

The CONTRACTOR agrees to comply with all requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. § 6962), including but not limited to regulatory provisions of 40 C.F.R. Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 C.F.R. Part 247.

VIII. No Government Obligation to Third Parties

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

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

1. The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and all appropriate federal agency regulations apply to its actions pertaining to this Project. Upon execution of the underlying contract, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract of the Federally assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the CONTRACTOR further acknowledges that if it makes, or caused to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR or to the extent the Federal Government deems appropriate.
2. The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance, the Federal Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(N)(1) on the CONTRACTOR, to the extent the Federal Government deems appropriate.
3. The CONTRACTOR agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to the provisions.

X. Termination – 49 U.S.C. Part 18

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

1. **Termination for Convenience** – COG, by written notice, may terminate this contract, in whole or in part, at any time by written notice to the CONTRACTOR when it is in COG's best interest. If this contract is terminated, COG shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.
2. **Termination for Default [Breach or Cause]** – If the CONTRACTOR fails to perform in the manner called for in this contract, or if the CONTRACTOR fails to comply with any other provisions of the contract, COG may terminate this contract for default. Termination shall be effected by serving a notice of termination on the CONTRACTOR setting forth the manner in which the Contract is in default. The CONTRACTOR will only be paid the contract price for services performed in accordance with the manner of performance set forth in the contract. If it is later determined by COG that the CONTRACTOR had an excusable reason for not performing, such as strike, fire, or

flood, events which are beyond the control of the CONTRACTOR, COG, after setting up a new delivery of performance schedule, may allow the CONTRACTOR to continue work, or treat the termination as a termination for convenience.

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

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

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

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 CONTRACTOR 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 CONTRACTOR agrees to comply with applicable Federal implementing regulations.
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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR agrees to comply with any implementing requirements the funding federal agency may issue.
 - 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 CONTRACTOR agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CONTRACTOR 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 CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR agrees to comply with any implementing requirements the funding federal agency may issue.
3. The CONTRACTOR 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. Breaches and Dispute Resolution

1. **Disputes** – Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the COG Executive Director or his/her designee. This decision shall be final and conclusive unless within ten (10) working days from the date of receipt of its copy, the CONTRACTOR mails or otherwise furnishes a written appeal to the Executive Director or his/her designee. In connection with any such appeal, the CONTRACTOR shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Executive Director or his/her designee shall be binding upon the CONTRACTOR and the CONTRACTOR shall abide the decision. CONTRACTOR may appeal this decision to court.
2. **Performance During Dispute** – Unless otherwise directed by COG, CONTRACTOR shall continue performance under this Contract while matters in dispute are being resolved.
3. **Claim for Damages** – Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for acts it is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.
4. **Remedies** – Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between COG and the CONTRACTOR arising out of or relating to this agreement or its breach may be submitted by the parties for arbitration if the parties mutually agree, otherwise, such claims, counterclaims, disputes and other matters shall be decided by a court of competent jurisdiction within the District of Columbia.
5. **Rights and Remedies** – The duties and obligations imposed by the Contract and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by COG or the CONTRACTOR shall constitute a waiver or any right or duty afforded to them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.

XIII. Patent and Rights in Data

1. Rights in Data - The following requirements apply to each contract involving experimental, developmental or research work:

- a. The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.
- b. The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:
- c. In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.
 - 1) Any subject data developed under that contract, whether or not a copyright has been obtained; and
 - 2) Any rights of copyright purchased by the Purchaser or CONTRACTOR using Federal assistance.

2. Patent Rights - The following requirements apply to each contract involving experimental, developmental, or research work:

General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and CONTRACTOR agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until the Federal funding agency is ultimately notified.

Unless the Federal Government later makes a contrary determination in writing, irrespective of the CONTRACTOR status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the CONTRACTOR agree to take the necessary actions to provide, through the Federal funding agency, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

The CONTRACTOR also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

XIV. Interest of Members of Congress

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

XV. Interest of Employees of COG

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

XVI. Interest of the CONTRACTOR

The CONTRACTOR covenants that it has presently no financial interest, shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this CONTRACT. The CONTRACTOR further covenants that, in the performance of this Contract, no person having any such interest shall be employed.

XVII. Allowable Costs

Only those costs which are consistent with Title 48 Part 31 of the Code of Federal Regulations shall be reimbursed under this Contract.

XVIII. Covenant Against Contingent Fees

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

XIX. Indemnification (Not applicable to State or Local Governments)

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

The above section does []/ does NOT [] apply to this agreement.

XX. Severability

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

XXI. Assignments

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

XXII. Entire Agreement

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

XXIII. Confidential or Personal Data

1. COG respects the privacy or business interests involved in confidential or personal data. It is COG's policy to obtain confidential or personal data or store or allow storage of such data only 1) when necessary to fulfill COG's information-gathering and data collection responsibilities, or 2) in conjunction with COG projects. COG intends to minimize risk of disclosure of such confidential or personal data.
2. Whenever feasible and the requirements of a project allow, the names of survey participants or users of a website or other data collection method shall not be accepted, recorded, stored or retained.
3. When COG engages in a project, which involves the collection or storage of confidential or personal information by or through use of surveys, websites or by other data collection, the following conditions shall be met:
 - a. The survey, website or other collection method shall contain a set of conditions for use and a disclaimer of any COG liability for use, in language approved by COG in writing.
 - b. The party or parties working with COG shall demonstrate adherence to a federal or applicable state standard for protecting confidential or personal information.
 - c. The confidential or personal information collected or stored by or through the survey, website or other data collection shall be kept confidential. All necessary steps shall be taken to protect the privacy of the users of the website or other data collection. Any confidential or personal information provided by users of the website or other data collection, including but not limited to their names and addresses, shall be protected.
 - d. COG shall retain control over and ownership of all surveys, WebPages, control files and scripts, database schema, and database contents, in addition to all content which is published on or stored by the website or other data collection, unless COG specifically agrees in writing otherwise.
 - e. No release of any announcements intended for public dissemination concerning the collection or storage of such information by or through the survey, website or other data collection shall occur until COG has given prior written authorization, unless COG specifically agrees in writing otherwise.
 - f. In the event that information collected or stored by or through the survey, website or other data collection shall be stolen or handled incorrectly, the party or parties working with COG on the project shall be responsible for any required notification to persons who have entered personal information in that system and all costs related thereto.

- g. The project documents shall provide that other parties working with COG on the survey, website or other data collection or storage shall indemnify COG with at least the following commitment:

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

(Not applicable to State or Local Governments)

The above section does []/ does NOT [] apply to this agreement.

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

XXIV. Priority of Requirements

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

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

XXV. No Waiver of Sovereign Immunity (Applicable to State or Local Governments)

Notwithstanding any other provision of this CONTRACT, nothing in this CONTRACT or any action taken by the CONTRACTOR pursuant to this CONTRACT shall constitute or be construed as a waiver of either the sovereign or governmental immunity of the CONTRACTOR. The parties intend for this provision to be read as broadly as possible.

The above section does []/ does NOT [] apply to this agreement.

XXVI. COG's Information Technology Policy

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

XXVII. COG's Facilities, Policies, and Procedures

Contractors that must use any of COG's facilities or equipment must adhere to COG's Facilities, Policies and Procedures. Contractors that utilize any AV or IT equipment through the use of COG's

facilities shall also comply with COG's IT Policy. Such contractors will receive a copy of all relevant procedures prior to receiving access to COG's IT systems.

ATTACHMENT B

**CERTIFICATION
REGARDING
DEBARMENT, SUSPENSION, AND
OTHER RESPONSIBILITY MATTERS**

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

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any department or agency of the District of Columbia, State of Maryland or the Commonwealth of Virginia or any of the 22 jurisdictions comprising the membership of the Metropolitan Washington Council of Governments (COG);
- Have not within a three year period preceding this date been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated above of this certification; and
- Have not within a three-year period preceding this date had one or more public transactions (Federal, State or local) terminated for cause or default.

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

Typed Name of Vendor

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

Date

ATTACHMENT C

CONTRACT REFERENCES

CONTRACTOR: _____

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

Reference Number 1

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

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

Reference Number 2

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

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

Reference Number 3

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

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

Reference Number 4

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

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

Reference Number 5

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

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