

METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS



REQUEST FOR PROPOSALS RFP No. 15-010

February 13, 2015

Multi-Sector Approach to Reducing Greenhouse Gas Emissions in the Metropolitan Washington Region

I. INTRODUCTION

The Metropolitan Washington Council of Governments (COG) is an association of 22 local governments in the Metropolitan Washington Region. The National Capital Region Transportation Planning Board (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 in order for federal-aid transportation funds to flow to the Washington region. The Metropolitan Washington Air Quality Committee (MWAQC) is a policy committee of COG and is the entity certified by the mayor of the District of Columbia and the governors of Maryland and Virginia to prepare an air quality plan for the DC-MD-VA Metropolitan Statistical Area under Section 174 of the federal Clean Air Act Amendments of 1990. The Climate, Energy and Environment Policy Committee (CEEPC) was created by the COG Board as its principal policy adviser on climate change, energy, green building, alternate fuels, solid waste and recycling policy issues, and other environmental issues as the Board may assign. The map of the region which will be studied under this proposal is shown as Figure 1.

II. BACKGROUND

In November 2008, the COG Board adopted the National Capital Region Climate Change Report that included voluntary goals to reduce greenhouse gases by 10 percent below business as usual projections by 2012, by 20 percent below 2005 levels by 2020, and by 80 percent below 2005 levels by 2050. Subsequently, in January 2010, the COG Board adopted the Greater Washington 2050 Coalition Report and Voluntary Regional Compact ("Compact") that incorporated the previously adopted regional greenhouse gas emission reduction goals into this Compact as guided by the jurisdictional endorsements of this Compact. This voluntary regional compact is the centerpiece of *Region Forward* adopted as COG's vision. *Region Forward* is a commitment by COG and its member

governments, who together seek to create a more accessible, sustainable, prosperous, and livable National Capital Region.

In October, 2014, at a joint meeting of MWAQC and CEEPC, the members of these two committees asked that MWAQC and the TPB affirm support for COG's existing regional greenhouse gas emission reduction goals and asked that COG convene a multi-sector, multi-disciplinary professional working group to identify implementable local, regional and state actions in four sectors (Energy, Transportation, Land Use, Built Environment) and quantify benefits, costs, co-benefits, and implementation timeframes, and to consider exploration of greenhouse gas reduction goals, measures and/or targets for all sectors.

In December 2014, MWAQC and TPB affirmed the Region's greenhouse gas reduction goals adopted by COG and committed staff and resources to support the multi-sector, multi-disciplinary professional working group convened by COG.

In January 2015, COG convened a Multi-Sector Working Group (MSWG) consisting of transportation, land use planning, and energy/environmental professional staff from COG's member jurisdictions. The MSWG is being facilitated by COG's Deputy Executive Director, with staff support from subject matter experts in transportation, environment, energy and land use.

The MSWG is charged with the following:

1. Identifying viable, implementable local, regional, and state strategies for reducing greenhouse gas reductions in each of the four sectors (Energy, Transportation, Land Use, and the Built Environment).
2. Analyzing and quantifying the benefits, costs, co-benefits and implementation timeframes of these greenhouse gas reductions strategies.
3. Exploring specific greenhouse gas emission reduction goals, measures and/or targets for the four sectors.
4. Jointly developing an action plan for the region.

The proposed schedule for the MSWG is as follows:

January 2015

- Establish and convene working group – Jan. 30

February- April

- Obtain Contractor support and assistance
- Subgroups meet: Identify strategies and co-benefits for analysis
- Public Input

May - June

- 2nd MSWG Meeting -- May 8 -- review proposed strategies and methodologies
- Technical analyses of identified multi-sector strategies
- Subgroups meet to review Contractor analyses
- Contractor drafts Interim Technical Report

July - August

- 3rd MSWG Meeting – July 31 -- review findings and Interim Technical Report
- Contractor compiles information on GHG goals and targets by sector in other metropolitan regions

September - October

- 4th MSWG Meeting – Sept. 25 –explore potential goals, targets by sector
- Interim Technical Report to COG Board, TPB, MWAQC, CEEPC

November - December

- Contractor prepares draft Final Technical Report
- Public Input
- Report to Policy Committees, TPB, MWAQC

January 2016

- Final Technical Report to COG Board

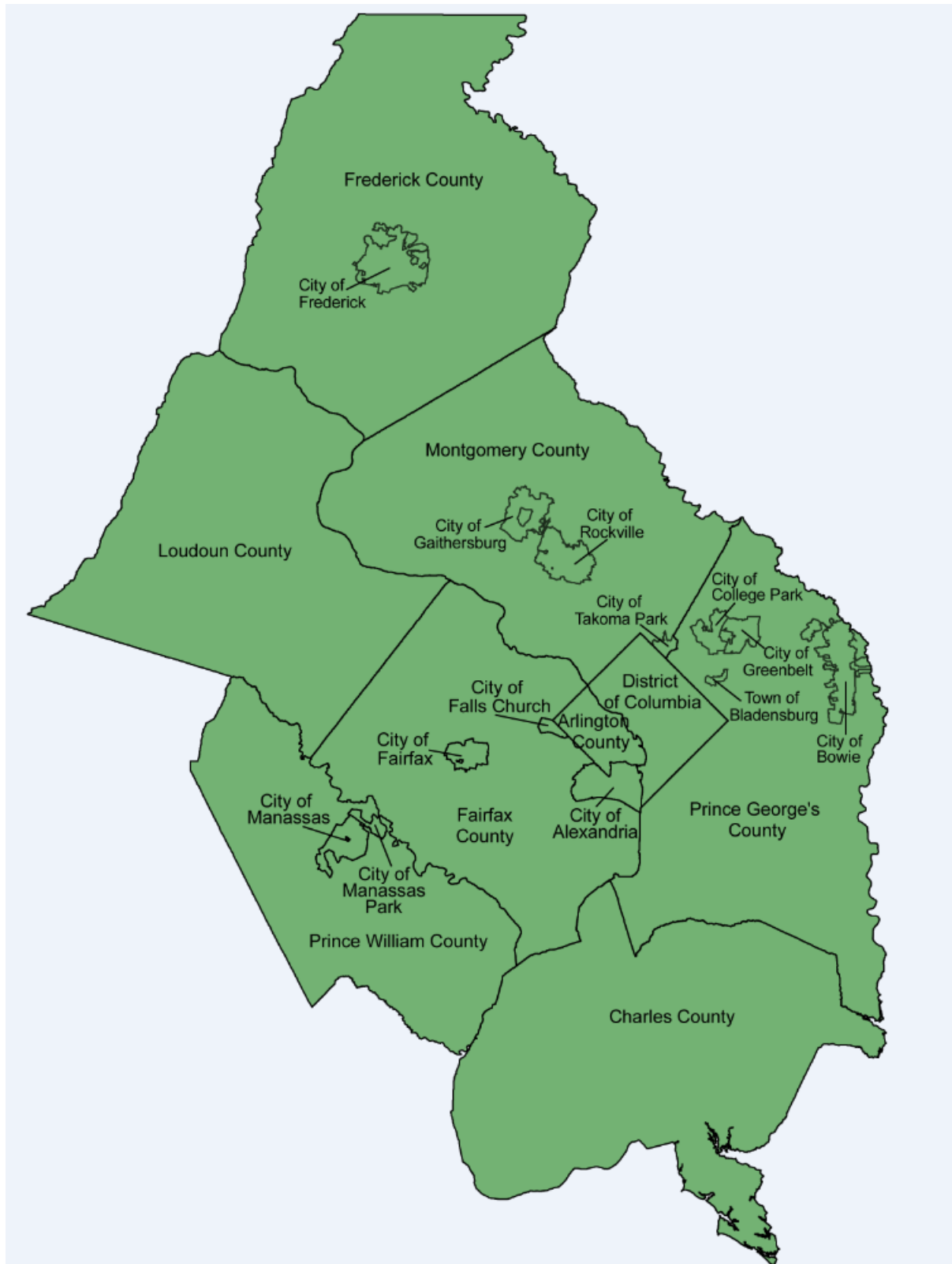


Figure 1: Map of Metropolitan Washington Region

III. OBJECTIVES

COG is seeking the services of a contractor/team of contractors (“CONTRACTOR”) to provide technical assistance to the MSWG and perform the necessary work to prepare a Technical Report quantifying the benefits, costs, and co-benefits and describing possible implementation approaches and timeframes of viable, implementable greenhouse gas reductions strategies in each of four sectors (Energy, Transportation, Land Use, and the Built Environment, through 3 subgroups) in the Metropolitan Washington Region. This Technical Report will also include an exploration of a range of greenhouse gas goals and targets for each sector based on achievable goals and targets, stretch goals and targets at the local, regional, and state levels, and other goals and targets that would require action in each sector at the federal level to achieve the overall GHG reduction goals adopted by COG. Available funds for this CONTRACTOR assistance are between \$200,000 and \$300,000.

IV. SCOPE OF WORK

PROJECT TASKS

Task 1. Finalize CONTRACTOR Work Plan and Schedule

In this task, the details of the CONTRACTOR work plan and schedule will be reviewed with the Project Director and finalized. Accordingly, in the proposals, in response to this RFP, Offerors shall identify tasks, due dates, and CONTRACTOR personnel commitments in sufficient detail to permit COG to fully understand the intentions and activities of the CONTRACTOR. This information will be used as the basis of the scope of work and schedule to be incorporated as an appendix into the CONTRACTOR contract. The CONTRACTOR should anticipate that specific dates identified in Tasks 2 through 7 may be modified slightly by COG if scheduling problems should arise for specific planned meeting dates.

PRODUCT: Detailed CONTRACTOR Work Plan and Schedule

Task 2. Meet with Sector Subgroups and Review Proposed Strategies

Land Use, Transportation, and Energy/Environmental Sector Subgroups have been established by the MSWG. These MSWG Sector Subgroups meet for the first time in February 2015, with subsequent meetings in March and beyond as needed. Each of the three Sector Subgroups will identify an initial set of GHG reduction strategies that they consider viable and implementable in the short-term and the longer term. Illustrative examples of such GHG reduction strategies could include:

- Triple renewable energy production by 2020

- Increase proportion of electric vehicles in fleet to 15% by 2030
- Increase proportion of new housing in Activity Centers to 75% by 2040
- Increase daily transit mode share from 7% to 14% by 2050

In addition, each of the Sector Subgroups will also identify “stretch” GHG reduction strategies that currently may not be considered viable and implementable given current laws or other restrictions, but could be viable in the future if certain changes were made in existing state and local regulations and future investments.

The CONTRACTOR will meet with each Sector Subgroup twice to discuss the list of potential strategies identified. In the first of these meetings the CONTRACTOR will review the list of identified strategies; suggest how some of these strategies could be efficiently grouped and/or combined; and potential analysis methodologies for their evaluation. The CONTRACTOR, based on current research and CONTRACTOR’s knowledge/experience, will also recommend other potential strategies that may not have been identified by the Sector Subgroup.

Before the second Sector Subgroup meetings the CONTRACTOR will prepare a Technical Memorandum for each Sector Subgroup (Land Use, Transportation, and Energy/Environmental Sector) recommending a prioritized list of the strategies to be analyzed for each sector based on a qualitative assessment of these strategies. At the second Sector Subgroup meetings the CONTRACTOR will discuss the prioritized list of the strategies within each sector and seek consensus with the members of the Sector Subgroup on a list of the most effectual strategies to be analyzed in greater detail and brief the MSWG on the analysis methods and assumptions to be used in analyzing these strategies.

Offerors should detail their knowledge of and experience with evaluating a wide range of GHG reductions in the Land Use, Transportation, Energy and Built Environmental sectors and their demonstrated ability to facilitate consensus on a narrower list of highly effectual options that can be analyzed within the time and budget resources available.

**PRODUCT: Meetings with each MSWG Sector Subgroup
Technical Memoranda on Proposed Subgroup Strategies**

Task 3. Presentation of GHG Reduction Strategies for Analysis to MSWG

After the meetings with each Sector Subgroup in Task 2, the CONTRACTOR will prepare a draft Technical Memorandum on the combined list of strategies and the methodologies to be used to analyze these strategies. On May 8th The CONTRACTOR will present and discuss the recommended strategies for detailed analysis with the full MSWG that consists of the members of all Subgroup Sectors. At this meeting the MSWG members will have the opportunity to comment on all of the recommended strategies for analysis regardless of the Subsector they represent. They will also have the opportunity to suggest additions or modifications to the recommended list of strategies; identifying synergies among the strategies recommended in different Sectors.

The CONTRACTOR will respond to the various comments and suggested modifications to the recommended strategies and advise how these comments and suggested modifications could be addressed. Where there are disagreements on some of the recommend strategies or modifications to them, the CONTRACTOR will facilitate achieving consensus on the final list of strategies to be analyzed. The CONTRACTOR will then document in a Technical Memorandum the final list of strategies to be analyzed and the methodology to be used to analyze these strategies.

Offerors should detail their prior experience and capabilities in developing strong methodologies and analytical tools to analyze GHG reduction strategies and to identify and explain synergies in these strategies across Land Use, Transportation, Energy and Built Environmental Sectors.

**PRODUCT: May 8th Meeting with full MSWG
Draft and Final Technical Memorandum on Recommended Strategies for Detailed Analysis**

Task 4. Analyze Selected Strategies

In this task the CONTRACTOR will identify the implementation approaches and time frames for each selected strategy and quantify the cumulative GHG reductions, costs and co-benefits (including reductions in air quality criteria pollutants) attributable to each strategy. The quantification of these benefits and costs will be summarized for the 2012 to 2020, the 2020 to 2040, and the 2040 to 2050 time periods. The CONTRACTOR will document the results of this analysis in a Technical Memorandum and provide COG with all data, models, and other analytical tools used to perform the analysis of each strategy.

The CONTRACTOR will present the Technical Memorandum documenting analysis of each strategy to each of the Sector Subgroups and respond to the comments received from each Subgroup and address the comments in the draft Interim Technical Report in Task 5.

Offerors should describe their capabilities to develop and apply various sketch planning models and other analytical tools to quantify the benefits, costs, co-benefits, implementation approaches and time frames of GHG reductions in the Land Use, Transportation, Energy and Built Environmental sectors.

PRODUCT: Technical Memorandum on Strategies Analyzed Data, Models and Documentation

Task 5. Prepare and Present Interim Technical Report

After presentation of the Technical Memorandum documenting analysis of each strategy to each of the Sector Subgroups, the CONTRACTOR will present a draft Interim Technical Report to the full MSWG at their July 31, 2015 meeting. This draft Interim Technical Report will address the comments on the results of the strategy analysis

received from each Subgroup in Task 4. Where there are disagreements on the results of the strategy analysis, the CONTRACTOR will attempt to facilitate consensus on revisions to the Interim Technical Report. If a complete consensus cannot be reached, the CONTRACTOR will incorporate the discussion of these areas of disagreements into draft final Interim Technical Report.

Presentations on the results of the GHG reduction strategy analysis will be made by COG staff to TPB, MWAQC, CEEPC and the COG Board in September 2015. The CONTRACTOR will assist COG staff in preparing these presentations, accompany COG staff to these presentations and participate in them as requested.

**PRODUCT: Interim Technical Report
Presentations to TPB, MWAQC, CEEPC and COG Board**

Task 6. Explore GHG Goals and Targets in each Sector

In this task the CONTRACTOR will research and review by Sector the range of GHG goals and targets that have been established in other metropolitan regions and describe the context in which these goals and targets have been established. Additionally, the CONTRACTOR will identify from the strategies analyzed for the MSWG a range of potential greenhouse gas goals and targets for each Sector. This range of potential greenhouse gas goals and targets will be presented in three tiers: (1) achievable goals and targets based on currently viable, implementable strategies, (2) stretch goals and targets based strategies that could become viable in the future if certain changes were made in existing state and local regulations and future investments were made in them (3) goals and targets that would require action by other levels of government in each Sector in order to achieve the overall GHG reduction goals adopted by COG, if the achievable and stretch strategies identified at the state and local levels are insufficient to meet this overall goal.

The third tier of potential greenhouse gas goals and targets will require the CONTRACTOR to quantify some potential highly effectual national level greenhouse reduction strategies. Increasing the federal CAFÉ standards to 65 mpg in 2035 or national regulations for carbon sequestration of fossil fueled power plants, if this technology is deemed viable, are two examples of the type of federal level strategies that may need to be quantified in exploring third tier goals and targets.

The CONTRACTOR will document this exploration of GHG goals and targets in a Technical Memorandum and present this memorandum to the full MSWG on September 25, 2015. The CONTRACTOR will respond to the comments received on this Technical Memorandum from the MSWG and address these comments in the Final Technical Report in Task 7.

PRODUCT: Technical Memorandum on Exploration of GHG Goals and Targets

Task 7. Prepare and Present Final Technical Report

In this task the CONTRACTOR will prepare a Final Technical Report that incorporates the information developed from the exploration of GHG goals and targets in each sector with the analysis of the strategies analyzed and documented in the Interim Technical Report. This Final Technical Report will also address the comments received at the September 25th MSWG meeting.

Presentations on the Final Technical Report will be made by COG staff to TPB, MWAQC, CEEPC in December 2015 and to the COG Board in January 2016. The CONTRACTOR will assist COG staff in preparing these presentations, accompany COG staff to these presentations and participate in them as requested.

**PRODUCT: Final Technical Report
Presentations to TPB, MWAQC, CEEPC and COG Board**

Role of COG in the Survey:

Robert E. Griffiths, COG/TPB Technical Services Director, will serve as COG's Project Director for this Project. He will be responsible for monitoring the progress and reviewing the completion of all CONTRACTOR work activities. He will also coordinate all CONTRACTOR-related work activities with the Multi-Sector Work Group, as well as access to COG staff resources.

Stuart A. Freudberg, COG's Deputy Executive Director and MSWG Facilitator, will be available for consultation at key junctures during the course of the Project.

Data Available from COG

COG will make available to the CONTRACTOR population, household, and employment forecasts by 5-year increments for the 2010 to 2040 timeframe; VMT and modal share (drive alone, high occupancy vehicle, transit, walk, and bike) projections for 2015, 2017, 2020, 2025, 2030, & 2040; vehicle population data for 2008, 2011 and 2014, the results of the Air Quality Conformity Assessment for the TPB 2014 CLRP and the FY 2015-2020 TIP; the 2010 TPB "What Would It Take?" Scenario Study; the 2008 Climate Change Report; the 2010 and 2013 Climate and Energy Action Plan; and the 2005 and updated 2012 GHG Inventories.

The CONTRACTOR will be responsible for the extrapolation of any data needed for analysis of the selected strategies to the year 2050.

V. DEFINITIONS

- a. Contracting Officer - The Executive Director of the Metropolitan Washington Council of Governments.

- b. Consultant(s) – An individual or organization awarded the prime contract based on this solicitation.
- c. Subcontractor - An individual or business firm contracting to perform part or a Consultant's entire contract.
- d. Technical Selection Committee - The Committee established to review proposals received in response to this solicitation and which recommends selection of contractors to the COG Contracting Officer.
- e. Offeror – Those persons or entities responding to this RFP.

VI. PERIOD OF PERFORMANCE

The period of performance shall be from Date of Award (March 2015) through January 31, 2016.

VII. TYPE OF CONTRACT

COG anticipates awarding a fixed price contract between \$200,000 and \$300,000.

VIII. SPECIAL CONDITIONS

- i) The following conditions apply to the Consultant(s) selected:
- ii) Federal, State, or foreign taxes are not allowable.
- iii) Legal fees of any type are not allowable without prior written approval of COG Contracting Officer.
- iv) In the event the Project is terminated by administrative action, the Consultant will be paid for work actually performed prior to the date of termination.
- v) Any work to be subcontracted to a "Subcontractor" shall be clearly identified and such "Subcontractor" shall be approved by COG prior to contract issuance pursuant to this RFP.
- vi) Consultant, 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.

- vii) In case of failure by the CONTRACTOR and/or Subcontractor to perform 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 CONTRACTOR and/or Subcontractor responsible for any and all additional costs occasioned thereby.
- viii) CONTRACTOR covenants that it presently has no interest, and 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 any contract awarded as the result of this procurement. CONTRACTOR further covenants that in the performance of this contract, no person having any such interest shall be employed.
- ix) It is understood that funding for performance of work and services under any contract awarded as a result of this procurement shall be and remain contingent upon COG receiving grant funds to support payment for such performance. Should funding from the source of grant funding for a particular task order be delayed, for any reason, COG shall be entitled to withhold payment to CONTRACTOR for the corresponding delay in COG's receipt of grant funding.
- x) Payment will be made to the CONTRACTOR 60 days following the receipt of a correct invoice from the CONTRACTOR and approval of the COG Project Manager. CONTRACTOR shall submit monthly invoices that will include all work to include that of subcontractors and its final invoice within 30 days after expiration of the contract.

IX. INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFEROR(S)

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. A copy of COG's Procurement Policy is available to any potential Offeror(s), by request. COG intends to award one or more contracts resulting from this solicitation to qualified, responsible Offeror(s) whose proposals conform to the requirements of this RFP and whose proposals are most advantageous to COG. The final recommendation for selection to the COG Contracting Officer may be made based upon discussions and/or a best and final offer submitted by the Offeror(s), if recommended by the Technical Selection Committee.

COG may award a contract on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Offeror(s)'s best terms from a price and technical standpoint. COG may communicate with Offeror(s) in order to clarify, verify or obtain additional information about the Offeror(s)'s past performance or experience; however, if discussions are conducted with any Offeror(s), COG will follow the process set forth within its Procurement Policy relative to the conduct of competitive negotiations.

Each Offeror should include a Statement of Work ("SOW") that includes information demonstrating the Offeror's knowledge of the NCR.

Late Proposals

Any proposal received at the office designated in this RFP after the exact time specified for receipt, will not be considered, and will be returned, unopened, to the sender, unless it is the only proposal received. Any modifications to a proposal will be subject to these same conditions. Proposals may be withdrawn by written or telegraphic notice received at any time prior to award.

Procedural or administrative questions must be directed to ghohmann@mwkog.org. Pre-proposal briefing to be held at COG on **February 26, 2015 from 10:00am – 11:00am.**

SUBMISSION DATE AND CONTACT

Proposals shall be submitted by no later than 2:00 p.m. on March 6, 2015. Please place the RFP number on the outside of your submission.

Offeror(s) shall submit one (1) original and five (5) copies of their proposal and one (1) CD or USB drive with the complete proposal to:

George Hohmann
Contracts and Purchasing Manager
Metropolitan Washington Council of Governments,
777 North Capitol Street, NE, Suite 300
Washington, DC 20002

X. PROPOSAL FORMAT AND CONTENT

Offerors must follow the prescribed format or they shall be deemed non-responsive. Adherence to the proposal format by all Offerors will ensure a fair evaluation and one which can evaluate each response with regard to the needs of COG. The letter transmitting the proposal must be signed by an officer authorized to bind the Offeror. Four separate chapters shall be prepared as described in the following section:

Chapter 1: Qualifications of the Offeror and Personnel

Offeror is requested to provide background information on its firm capabilities and key personnel. Key personnel shall be available to fill the roles identified and can only be exchanged with prior approval from COG. This chapter should include the specific qualifications and experience of the key personnel to perform the tasks in the work plan described above.

Chapter 2: Scope of Work

Offeror is requested to explain its proposed team experience in completing the activities within the **Section 3 Scope of Work.**

Chapter 3: Services, Pricing, and Schedule

Offeror is requested to provide a fixed price cost-proposal for this project.

Chapter 4: References

Offeror is requested to provide references as described under offeror's and Subcontractor(s) references.

PROPOSAL DOCUMENT ORGANIZATION

Offeror(s) shall submit a cover letter, addressed to: George Hohmann, COG Contracts and Purchasing Manager (address above), signed by an authorized principal or agent of the Offeror(s), which provides an overview of the Offeror(s)'s proposal, as well as, the name, title and phone number of the person to whom questions may be directed to concerning the proposal. The letter should also include a statement by the Offeror(s) accepting all terms and conditions contained in this RFP. The written proposal shall be organized to match the headings delineated below:

- A. Letter of Interest
- B. Table of Contents
- C. Executive Summary
- D. Team Competence
- E. Resumes of Key Project Staff
- F. Price Proposal

Offeror's and Subcontractor(s) References

Offeror(s) and any proposed subcontractor(s) shall provide at least three (3) references whom COG may contact regarding similar work performed. Offeror(s) may provide letters of reference from previous relevant clients. Names, titles, addresses and telephone numbers shall be included for each reference. All three of these references shall include work in which the key personnel proposed to COG have been assigned.

XI. METHOD OF PROPOSAL EVALUATION AND SELECTION

The proposals will be evaluated and ranked by a Technical Selection Committee based on the evaluation factors in the Chart following this section. COG intends to award one or more contracts resulting from this solicitation to qualified, responsible Offeror(s) whose proposals conform to the requirements of this RFP and whose proposals are most advantageous to COG. The final recommendation for selection to the COG Contracting Officer may be made based upon discussions and/or a best and final offer submitted by the

Offeror(s), if recommended by the Technical Selection Committee. In evaluating the proposals, the following factors will be considered, with points awarded up to the maximum shown:

Factors	Points
Technical Approach and understanding of the Project.	35
Technical Expertise - Qualifications, Credentials and Availability of the Key Personnel	25
Cost & Price	25
DBE Participation (see Section XIII)	15
Total Points	100

XII. EQUAL EMPLOYMENT OPPORTUNITY

The terms and conditions set forth within Exhibits A and B, attached to this RFP, are incorporated by reference as if set forth herein verbatim. In submitting a proposal in response to this RFP, and in performing services under any contract resulting from this RFP, the successful CONTRACTOR(s) shall be bound to comply with all of the terms, conditions and requirements referenced within Exhibits A and B.

In connection with the execution of a Contract, the CONTRACTOR(s) shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin. The CONTRACTOR shall take affirmative action to insure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, age or national origin. Such actions 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 of training, including apprenticeship.

No qualified disabled applicant for employment, or employee, shall, on the basis of disability be subjected by the CONTRACTOR to discrimination in employment under any program or activity that receives or benefits from financial assistance under this Contract. CONTRACTOR shall make reasonable accommodation to the known disabilities of an otherwise qualified applicant for employment, or current employee, unless the CONTRACTOR can demonstrate to COG that the accommodation would impose an undue hardship on the operation of the Project. Reasonable accommodation shall be as defined in Title 49, Code of Federal Regulations, Part 27.33.

XIII. DISADVANTAGED BUSINESS ENTERPRISE

The Disadvantaged Business Enterprise (DBE) participation shall be an integral component of the contractor selection procedure for this RFP. COG has established a DBE goal of 19% for this

Project. COG's DBE Policy may be viewed on its website www.mwcog.org. Offeror(s) shall submit with their proposals a DBE Participation Plan to meet this goal. The plan shall identify any DBE (as defined in 49 CFR Part 26) that shall be participating in the Project. The plan shall include the name and address of the firm, a copy of the firm's current DBE Certification from any federal, state or local government agency that certifies DBE ownership (please note only **DBE** certifications will be accepted by COG for this purpose).

A total of 15 possible points (out of a maximum of 100 points) may be awarded for DBE participation, as measured in dollars, either as the CONTRACTOR or "Subcontractor". In the event of a tie score between 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:

PARTICIPATION POINTS

10% to 14%	3
15% to 19%	6
20% to 24%	9
25% to 34%	12
35% or more	15

SAMPLE DBE PARTICIPATION PLAN

DBE SUBCONTRACTOR		PERCENTAGE OF CONTRACT
Subcontractor:		
Address:		
Certifying State:	DBE Certification #	
Subcontractor:		
Address:		
Certifying State:	DBE Certification #	
Subcontractor:		
Address:		
Certifying State:	DBE Certification #	

ATTACHMENT A
STANDARD 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 or 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.

[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. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's 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 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's 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 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR 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 party (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 subcontractor who 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

- a. **Termination for Convenience** – COG, by written notice, may terminate this contract, in whole or in part, at any time by written notice to the 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.
- b. **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.

- c. 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 the 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.

- d. 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 CFR 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 CFR 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

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.

Performance During Dispute – Unless otherwise directed by COG, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

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.

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 will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the District of Columbia.

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

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

(1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; 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.

(2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

(a) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

(b) 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.

(c) For FTA Assisted Contracts - When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

(d) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

(e) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

(f) Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.

(g) Unless the federal funding agency determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

(3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (*i.e.*, a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), 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.

(4) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

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

(1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and 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.

(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's 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.

(3) 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 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

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.

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

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

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

The [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].

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

XXIV. COG's Policies and Procedures

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

XXV. Additional Requirements

In addition to the terms and conditions expressly referenced in this CONTRACT, the SUBGRANTEE acknowledges and agrees that the terms and conditions of any federal or state grant that provides funding for this CONTRACT, in whole or in part, shall apply to and shall govern the parties' rights and obligations under this CONTRACT and shall be deemed additional terms, conditions and requirements of this CONTRACT.

XXVI. 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 assigning 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 Attachment A to this CONTRACT;
- 3) Terms and conditions set forth or referenced within Parts I and II of 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.

**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 USC Sec. 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
CONTACT INFORMATION SHEET

(THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH THE PROPOSAL)

RFP/RFQ No.: _____

Federal Tax ID No.: _____

Name of Offeror: _____

Address of Offeror: _____

Telephone No: _____ Fax No.: _____ Website: _____

Name of Authorized Representative: _____

Mailing Address (If different from Above): _____

Telephone No.: _____ Mobile No.: _____ Other: _____

Email Address: _____

Name of Contact Person for this RFP/RFQ: _____

Title of Contact Person: _____

Telephone No.: _____ Mobile No.: _____ Other: _____

Email Address: _____