

METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS



REQUEST FOR PROPOSAL RFP #12-016

May 7, 2012

STREET SMART PUBLIC AWARENESS CAMPAIGN

I. METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS

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

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

The *National Capital Region Transportation Planning Board (TPB)* is responsible for coordinating transportation planning at the regional level in Northern Virginia, Suburban Maryland and the District of Columbia. The TPB is the federally designated Metropolitan Planning Organization (MPO) for the region, and plays an important role as the regional forum for transportation planning. The TPB prepares plans and programs that the federal government must approve in order for federal-aid transportation funds to flow to the Washington region. 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, and non-voting members from the Metropolitan Washington Airports Authority and federal agencies.

The TPB was created in 1965 by local and state governments in the Washington region to respond to a requirement of 1962 highway legislation for establishment of official Metropolitan Planning Organizations (MPOs). The TPB became associated with the Metropolitan Washington

Council of Governments in 1966, serving as COG's transportation policy committee. In consultation with its technical committee, the TPB is responsible for directing the continuing transportation planning process carried on cooperatively by states and local communities in the region.

II. PROJECT OVERVIEW

Since the Washington area is a single media market, a unified regional public awareness campaign is the most cost-effective approach to the mass marketing element of an education campaign.

For the past 10 years the region has run the "Street Smart" pedestrian and bicycle safety campaign, which consists of radio, internet, and transit property advertisements, plus posters and hand-outs. The campaign web site is <http://bestreetsmart.net>. TPB member jurisdictions carry out concurrent pedestrian-related law enforcement to complement the media campaign. The campaign used primarily federal "402" highway safety funds supplemented by local funding. COG/TPB has administered the campaign, under the oversight of an advisory committee. The campaign budget has is approximately \$600,000 per year. The anticipated budget for FFY (Federal Fiscal Year) 2013 is \$640,000. It is anticipated that the campaign will be carried out in two three-or four-week waves, one in Fall 2012 and one in Spring 2013. It is anticipated that the Fall 2012 wave will utilize the materials from Spring 2012. Final reports from FFYs 2003-2011 are available, along with a CD with the FFY 2012 Street Smart campaign materials. Evaluation reports are also available. The selected consultant will be expected to produce a high-quality survey, evaluation, and final report for FFY 2013.

III. Scope of Work

General Requirements

The contractor will be overseen by COG/TPB staff, with advice from an Advisory Committee.

It is anticipated that the selected contractor will be a full service public relations firm that has the ability to develop and implement a comprehensive public outreach and education campaign to improve pedestrian and bicyclist safety in the Washington metropolitan region.

Goals

- 1) Increase public awareness of pedestrian and bicycle safety issues and help reduce the number of pedestrian and bicycle injuries and deaths. The public includes all drivers in DC, MD and VA as the primary audience and pedestrians, bicyclists, employers, driver education providers, judicial agencies, law enforcement and tourists as secondary audiences.
- 2) Improve all drivers' behavior to reduce the incidence of pedestrian and bicycle injuries and deaths through increased public awareness and education in conjunction with increased law enforcement.

- 3) Evaluate the campaign by conducting pre- and post-campaign surveys to determine public awareness and attitudes toward pedestrian and bicycle safety and to measure the change in awareness and attitudes as well as driving behavior that may result from the campaign.
- 4) Make motorists, pedestrians and cyclists more safety conscious by:
 - o increasing awareness of behaviors most often involved in collisions;
 - o recommending actions to reduce risks

Tasks

1. Develop and Implement a Pedestrian, Bicycle and Traffic Safety Education Campaign

- A. The contractor shall create new materials or adapt the existing Street Smart campaign materials to help the region achieve the overall objective of reducing the number of pedestrian/vehicle and pedestrian/bicycle collisions and their associated deaths and injuries by ten percent.
- B. The contractor, through the development and implementation of a public education and outreach campaign, shall help the region achieve the short-term objectives of increasing the proportion of motorists, pedestrians, and bicyclists who:
 - a. Are aware of the behaviors most often involved in pedestrian collisions
 - b. Are aware of the proper procedures regarding crosswalks
 - c. Are aware of the rules regarding right of way for pedestrians and bicyclists, especially at intersections
 - d. Are aware of police efforts to enforce rules regarding pedestrian and bicycle traffic
 - e. Take measures to reduce the likelihood of a pedestrian/vehicle collision.
- C. The contractor shall provide experienced and creative production personnel to develop and implement pedestrian and traffic safety program advertising, educational, and promotional efforts.
- D. The contractor shall work directly with the designated COG/TPB staff person to coordinate and manage the project activities. The contractor shall provide a high degree of internal quality control of all draft and final products prior to delivery of these products to COG.
- E. The contractor shall develop a work plan with a timeline for the completion of the work outlined in this task. The contractor shall adhere to the schedule outlined in the approved work plan, unless changes to the work plan are approved by COG/TPB.
- F. The contractor shall develop a new pedestrian, bicycle and traffic safety public education and outreach campaign or revise the existing Street Smart campaign materials including development of creative concepts, a graphic identity, and slogans. The contractor shall justify to COG/TPB the choice of the campaign creative concepts and the range of

outreach activities recommended. It is recommended that the contractor use professionally managed focus groups, drawn from the target demographic, to identify and shape messaging as well as methods to better serve the audience. Final selection and approval of the campaign will be made by COG/TPB. The contractor must develop or revise and implement the campaign elements, as approved by COG/TPB, which may include, but are not limited to: print and radio ads, television ads, public service announcements, posters, brochures, flyers, bus cards, bus backs, internet ads, a web site, and other campaign elements. One or more campaign media may not be developed, revised, or executed if COG/TPB determines it is not cost-effective, in order to focus resources on the more cost-effective media. The contractor shall provide all goods and services necessary to design, execute, and place advertising and promotions, including, but not limited to providing typesetting, graphic design, printing, web site design, and securing of all supplies. The contractor shall work with an advisory group convened by COG/TPB, and shall provide conceptual, draft, and fully formed campaign materials sufficiently far in advance to allow the advisory group adequate time for review and comment.

- G. The contractor shall develop a prioritized list of campaign activities. The contractor shall prepare a strategic plan for the FFY2013 campaign and a prioritized list of additional activities to be conducted during this year of the campaign if additional funds are made available.
- H. The contractor shall prepare campaign strategic plans for FFY 2014 and FFY 2015 that build and expand on FFY 2013 activities if they are successful in meeting program objectives. In the strategic plan, the contractor shall provide for the possibility that the FFY 2013 approach did not meet expectations. The contractor must prioritize activities for FFY 2014 and FFY 2015.
- I. The contractor shall identify campaign target audiences for the campaign in Fiscal Years 2013, 2014, and 2015. The contractor must provide justification for the approach that is recommended, and final approval of the approach will be made by COG/TPB.
- J. The contractor shall prepare plan and implement an outreach campaign for reaching non-English speaking residents. The contractor must include in Fiscal Years 2013, 2014, and 2015 a detailed methodology for reaching non-English speaking residents, focusing on the Hispanic/Latino target audience at a minimum. The contractor shall, for campaign elements approved by COG/TPB, include adaptations of the basic campaign or new campaigns that use culturally-specific approaches and materials developed in multiple languages. The contractor shall propose ways to make pedestrian and traffic safety themes, slogans, messages, and materials culturally relevant. The contractor shall propose methods for reaching target audiences, using multi-cultural media or enlisting public resources, agencies, and various ethnic organizations to distribute culturally-specific campaign materials and information.
- K. The contractor shall develop a plan that maximizes the use of free media through highly visible seasonal events. The contractor shall use free media to the greatest extent

possible, including negotiating free matching advertising time, and holding at least one major press event to publicize the program.

- L. The contractor shall produce collateral materials. The contractor shall recommend whether any of the limited campaign resources should be used for production of collateral materials, or revision of the existing materials, and, if so, prioritize which materials should be developed. The contractor shall outline how the materials will be developed, how they should be distributed, and how to gauge their effectiveness, subject to approval by COG/TPB.
- M. The Contractor shall produce a campaign web site, containing approximately 6-8 pages of materials with graphics, containing summary information on the campaign, on pedestrian and bicycle safety, as well as electronic versions of the campaign materials, a resources page, and links to web sites of sponsor agencies. The web site shall be hosted by the Contractor..
- N. The contractor shall assist COG/TPB in promoting regional cooperation on this project. The contractor shall propose ways to promote regional cooperation and participation. The contractor may be requested to make a presentation to the TPB and/or its technical committee.
- O. The timing and content of the campaign should take into account, and benefit from, ongoing pedestrian or bicycle-related law enforcement activities. COG/TPB shall provide assistance to the contractor in coordinating these activities.

2. Develop Partnerships

Recognizing the limits of what a comprehensive campaign can accomplish with the level of funding available, the contractor shall work to obtain additional resources by developing partnerships. The contractor shall seek both in-kind and financial contributions for the pedestrian and bicycle safety campaign.

The contractor shall seek partnerships with other local and state groups and governments, federal agencies, and the media, as well as with business and volunteer organizations when COG/TPB, in consultation with the contractor, determines that pursuing such partnerships would be cost-effective. Potential partners will be asked to endorse campaign objectives, distribute pedestrian safety reminders to employees/members/customers, and provide monetary or other assistance. Possible organizations, agencies, community groups, and businesses that could be approached include transit operators, voluntary and service groups, organizations that promote walking or cycling, retail businesses, large employers, health professionals, sites serving visitors, organizations serving minorities, ESOL classes, and commercial vehicle users.

The contractor in its proposal to COG/TPB shall specify the methods proposed to:

- Create more partnerships with broadcasters to promote the campaign
- Create partnerships to augment media production and placement

- Develop lists of organizations, agencies, community groups, and businesses that will be approached for partnerships
- Develop lists of private sector organizations, agencies, and businesses that will be approached for monetary assistance or sponsorship
- Develop a strategy for acquiring monetary sponsors, including the level of recognition to be provided for different levels of monetary support, identification of contact people at likely sponsor organizations, and advice on the best method of seeking sponsorship from those organizations.
- The contractor or its subcontractor(s) may be required to contact and follow up with these organizations to the extent that the consultant and COG/TPB agree is cost-effective, and document the results of these development activities.

3. Conduct Pre- and Post-Campaign Evaluations and Market Research

- The contractor shall develop and implement techniques for evaluating the effectiveness of the campaign in achieving the overall, intermediate, and short-term campaign objectives, assessing the quality of the materials used, and determining whether the campaign process and direction were successful. The contractor shall conduct both pre- and post-campaign surveys. The evaluation surveys must gauge the public's awareness of pedestrian safety and pedestrian safety messages in the campaign, test themes and slogans, assess the best ways of reaching residents, and evaluate the effectiveness of the outreach and education campaign elements used. The evaluation shall gauge whether pedestrian and motorist behavior has changed as a result of the campaign.
- The contractor shall propose and justify to COG/TPB the type of evaluative methods it recommends. For any method proposed, the contractor shall describe the effectiveness and limitations of the evaluation techniques, suggest timing to conduct the activities, and rate the techniques as to desirability.
- The contractor shall propose to COG/TPB a method to include a representative sample of immigrants and non-English speaking populations in the evaluation surveys.
- As part of the evaluation, the contractor shall, during the course of the contract, maintain a status- or work-in-progress report as a record of all campaign activities, maintain materials distribution lists, track the nature and extent of assistance received from governments and governments agencies, businesses and voluntary organizations, and track media cooperation and coverage obtained, estimating the value of free media coverage.

4. Other Duties as Required.

The contractor shall perform other tasks as specified by COG/TPB. The contractor shall provide the services required under this section on a task order basis. When COG/TPB determines it needs a service or service described under this section, COG will issue a Task Order that details the work to be done based on a mutually agreed on budget, scope and period of performance. There is no guarantee that the contractor will be asked to perform any work under this section.

Schedule for FFY 2013

It is anticipated that the campaign will be carried out in two three- or four-week waves, one in Fall 2012 and one in Spring 2013. It is anticipated that the Fall 2012 wave will utilize the materials from Spring 2012 without significant changes, but that new materials will be created for the Spring 2013 wave. Strategic planning for FFY 2013 shall be completed by November 1st, 2012. All work on the creative component shall be finished, and all elements of the mass media campaign shall be ready for execution, by February 25, 2013. Exact timing of the media buys will be determined at the direction of COG/TPB with advice from the consultant. All work, including evaluation and final report, must be completed no later than September 30, 2013.

IV. DEFINITIONS USED IN THIS DOCUMENT

MWCOG/COG	The Metropolitan Washington Council of Governments
WMATA/ Metro	Washington Metropolitan Area Transit Authority
Consultant/ 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
TPB	Transportation Planning Board
Selection Committee	The Committee established to review the proposals received under this solicitation and recommend selection of contractors to the COG Contracting Officers.
Subcontractor	Any subcontractor hired by the contractor.

V. CONDITIONS

- a. The following conditions apply to the Contractor selected:
- b. Federal, State, or foreign taxes are not allowable.
- c. Legal fees of any type are not allowable without prior written approval of COG Contracting Officer.

- d. In the event the project is terminated by administrative action, the Contractor will be paid for work actually performed to the date of termination.
- e. Any work to be subcontracted to a "Subcontractor" shall be clearly identified and such "Subcontractor" shall be approved by COG prior to contract issuance.
- f. 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.
- g. 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.
- h. The Contractor 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 this contract. The Contractor further covenants that in the performance of this contract, no person having any such interest shall be employed.
- i. It is understood that funding for the ensuing contract is contingent upon COG receiving funds from the sponsoring agency. Should funding from the sponsoring agency be delayed, for any reason, COG shall make a concomitant delay in funding to the Contractor.
- j. Payment will be made to the contractor within sixty (60) days following the receipt of correct invoice from the contractor and approval of the TPB/COG Project Manager. Contractor shall submit its final invoice within 30 days after expiration of the contract.

VI. INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

- a. COG intends to award a single contract resulting from this solicitation to the responsible Offeror whose proposal conforms to the solicitation and will be most advantageous to COG, and its' members including cost, technical, and other requirements specified herein.
- b. COG may award a contract on the basis of initial offers received without discussion. Therefore, each initial offer should contain the Offeror's best terms from a price and technical standpoint. COG may communicate with Offerors in order to clarify, verify or obtain additional information about its past performance or experience.

VII. PERIOD OF PERFORMANCE AND TYPE OF CONTRACT

- a. The period of performance shall begin once the Executive Director of COG has signed a contract and continue through September 30, 2013. At TPB/COG's discretion, and dependant on funding the contract may be extend up to 3 one year option periods.
- b. The contract will be issued on a time-and-materials basis.

VIII. CONTENT OF PROPOSAL

All firms must submit their proposals following the prescribed format. Adherence to the proposal format by all respondents will ensure a fair evaluation with regard to the needs of COG/TPB. Respondents not following the prescribed format will be deemed non-responsive. The letter transmitting the proposal must be signed by an officer of the firm authorized to bind the respondent. The proposal must include the following:

Section 1. Qualifications of the firm and key personnel

This section shall provide the professional credentials and expertise of the firm(s) and key personnel assigned to this project.

Although standard personnel resumes may be included as attachments to the proposal, amplification specific to this solicitation is required in this section. The absence of such project specific information shall cause the proposal to be deemed non-responsive.

Section 2. Proposed method to accomplish the work

In this section of the proposal, respondents must provide a detailed description of their approach for accomplishing the tasks specified herein. This section shall include a work plan and schedule and a project management plan that will detail the lines of authority and communication and will support all of the project requirements and logically lead to the deliverables required in this RFP. A matrix shall be provided which will identify, by task, key personnel assignments and the number of anticipated hours for those personnel by task.

Timely completion of the tasks outlined for this project is of critical importance. Respondents are to provide a brief description of their current projects and the availability of key personnel proposed in this project.

Section 3. Cost proposals for the contractor and any subcontractor(s).

This section shall provide the total costs, including all expenses, profits and fees to be charged to COG/TPB for providing the services described above. In addition, should any commissions be anticipated for media placement, those commissions shall be specified.

Section 4. References of the contractor and any subcontractor(s)

The proposed contractor and any subcontractor shall provide at least three (3) references who COG/TPB may contact regarding similar work performed. Respondents 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/TPB have been assigned.

IX. PRE-PROPOSAL CONFERENCE AND QUESTIONS

A pre-proposal conference will be held on May 22, 2012, at 10:00 a.m. Location:
Meeting Room 3 / Ground Floor
Metropolitan Washington Council of Governments
777 North Capitol Street, N.E., Suite 300
Washington, D.C. 20002-4290

Prior to the conference, technical questions concerning the RFP must be submitted in writing to Michael Farrell at mfarrell@mwkog.org.

Procedural or administrative questions must be submitted in writing to Thomas Savoie at tsavoie@mwkog.org.

X. SUBMISSION DATE AND CONTACT

Proposals shall be submitted by no later than 2:00 p.m., June 5, 2012.

Please place the RFP number on the outside of your submission. Proposals may not be submitted through fax or other electronic methods.

Offerors shall submit one (1) original and five (5) copies of their proposal, and also one “soft” copy on CD/DVD to:

Thomas Savoie
Contracts and Purchasing Manager
Metropolitan Washington Council of Governments
777 North Capitol Street, N.E., Suite 300
Washington, D.C. 20002-4290

XI. METHOD OF PROPOSAL EVALUATION AND SELECTION

The proposals will be evaluated by a contractor selection committee. The selection committee may hold, at COG’s option, a pre-selection meeting with the top-ranked

respondents. The final recommendation for selection to the COG Contracting Officer may be made based upon interviews and/or a best and final offer submitted by the respondents, if required by the selection committee. In evaluating the proposals, the following factors will be considered, with points awarded up to the maximum shown:

Factor	Points
Understanding and methodology used for the project	50
Demonstrated knowledge and experience of Key Personnel and Availability of Key Personell	25
Cost and Price Analysis	15
DBE Participation	15
Total Points	100

XII. LATE PROPOSALS

Any proposal received at the email address designated in this RFP after the exact time specified for receipt, will not be considered unless it is the only proposal received. Any modifications to a proposal will be subject to these same conditions.

XIII. DISADVANTAGED BUSINESS ENTERPRISE

The Disadvantaged Business Enterprise (DBE) participation shall be an integral component of the consultant selection procedure for this RFP. COG has established a DBE goal of 15% for this project. COG's DBE Policy may be viewed on its website www.mwcog.org. Responding firms shall submit with their proposals a DBE Participation Plan to meet this goal. The plan shall identify any DBE (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

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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

Special Provision: Text Messaging While Driving

In accordance with Executive Order No. 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, 23 U.S.C.A. § 402 note, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Grantee is encouraged to comply with the terms of the following Special Provision.

a. Definitions. As used in this Special Provision:

(1) "Driving" means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. "Driving" does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

(2) "Text Messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.

b. Safety. The Grantee is encouraged to:

(1) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving-

(a) Grantee-owned or Grantee-rented vehicles or Government-owned, leased or rented vehicles;

(b) Privately-owned vehicles when on official Project related business or when performing any work for or on behalf of the Project; or

(c) Any vehicle, on or off duty, and using an employer supplied electronic device.

(2) Conduct workplace safety initiatives in a manner commensurate with the Grantee's size, such as:

(a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(3) Include this Special Provision in its subagreements with its subrecipients and third party contracts and also encourage its subrecipients, lessees, and third party contractors to comply with the terms of this Special Provision, and include this Special Condition in each subagreement, lease, and third party contract at each tier financed with Federal assistance provided by the Federal Government.

Addition to Standard Terms & Conditions

1. DBE Assurance Language – **addition to XI – Civil Rights Requirements,**
3. DBE Assurances

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

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. DBE Assurances

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

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.

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