

METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS



REQUEST FOR PROPOSALS

#25-09

June 17, 2009

COMMUTER CONNECTIONS TRANSPORTATION DEMAND MANAGEMENT EVALUATION PROJECT

The Metropolitan Washington Council of Governments (COG) is the regional organization of the Washington area's major local governments and their governing officials, plus area members of the Maryland and Virginia legislatures and the U.S. Senate and House of Representatives. The National Capital Region Transportation Planning Board (TPB) is organized to direct the continuing comprehensive transportation planning process and is designated as the Metropolitan Planning Organization (MPO) in the region. The TPB includes representatives from the eighteen local jurisdictions that are members of COG, plus the state legislatures, the Virginia, Maryland and District of Columbia transportation agencies, the Metropolitan Washington Airports Authority, the Washington Metropolitan Transit Authority and four federal agencies.

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.

I. Introduction

The Commuter Connections Program of the TPB, in concert with program partners, is responsible for implementing Transportation Emission Reduction Measures (TERMs) in support of the Washington region's efforts to meet the conformity requirements of federal transportation and clean air mandates. The TERMS include:

- Telework – Provides information and assistance to commuters and employers to further in-home and telecenter-based telecommute programs.
- Guaranteed Ride Home – Eliminates a barrier to use of commute alternatives by providing free rides home in the event of an unexpected personal emergency or unscheduled overtime to commuters who use commute alternatives.

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- Employer Outreach – Provides regional outreach to encourage large, private-sector employers voluntarily to implement commute alternative strategies that will contribute to reducing vehicle trips to worksites, including the efforts of jurisdiction sales representatives to foster new and improved in-house trip reduction program and SmartBenefits sales.
- Mass Marketing – Involves a large-scale, comprehensive media campaign to inform the region’s commuters of services available from Commuter Connections as one way to address commuters’ frustration about the commute.

Commuter Connections also operates the Commuter Operations Center (COC), providing direct commute assistance services, such as carpool and vanpool matching through telephone and internet assistance to commuters. The COC is not an “official” TERM, however, it supports all other TERMS.

A very detailed framework and methodology blueprint was developed for evaluating the transportation and air quality impacts of these TERMS. This methodology and numerous surveys and other data collection tools were developed to measure the TERMS’ impacts for the period from July 2005 through June 2008. Attachment B is the Commuter Connections TERM Evaluation schedule for data collection activities, data analysis, and report preparation for each of the TERMS. The schedule also includes the Evaluation Framework Methodology Document and the TERM Analysis Report. Program impacts will be compared against the goals established for each TERM by the TPB. The TERM evaluation framework and analysis reports are reviewed by the Commuter Connections Subcommittee and its TDM Evaluation Work Group.

At the early stages of the TERMS’ implementation, Commuter Connections elected to undertake significant evaluation for each TERM. The TERM evaluation and analysis process has been ongoing since 1997. The objective of the evaluation process is to provide timely, useful, and meaningful information on the performance of the TERMS to decision-makers and other groups, including the TPB and other regional policy makers; Commuter Connections program funders; Commuter Connections staff; TERM program partners, such as local jurisdictions and Transportation Management Associations (TMA); and employers and commuters who comprise Commuter Connections’ clients.

Three previous evaluation frameworks were prepared prior to the 2005-2008 framework, the first for the January 1997 through June 1999 period (1997-1999) period, the second for the July 1999 through June 2002 period (1999-2002), and the third from the July 2002 – June 2005 period (2002-2005). The 2005-2008 evaluation framework builds on the framework used in the previous two analysis reports. Minor changes were made to that framework to enhance the analysis results for several TERMS. The “Commuter Connections TERM Revised Evaluation Framework 2005-2008” document can be found on-line at www.commuterconnections.org by clicking onto the “Resources” tab and then onto “Publications.”

II. General Nature of Assistance Requested

The purpose of this project is to provide the following products and services:

- Review TDM Evaluation - Review the current TDM evaluation measurement and effectiveness methodologies being used by COG and recommendations for changes to the evaluation methodologies; develop recommendations for changes as deemed appropriate, and prepare a technical report describing the review performed in this task and the recommended changes to the evaluation framework,
- Implement Guaranteed Ride Home Program Survey - Develop and implement the technical methods, automated systems and material necessary to collect data and conduct telephone e-mail and/or direct mail surveys for an in-depth Guaranteed Ride Home program applicant survey, and prepare a technical report that analyzes the findings of the survey,
- Prepare State of the Commute Report - Develop and implement the technical methods, and material necessary to collect data and conduct telephone, e-mail and/or direct mail surveys for the Regional TDM “State of the Commute” Survey, and prepare a draft technical report that analyzes the findings of the survey.

COG seeks a qualified consultant to accomplish the following tasks:

- A. Participate in an initial project meeting with COG/TPB staff to discuss specific project tasks, including survey instrument(s), review of the current methodology to measure the impact and effectiveness of the Commuter Connections program elements, data collection and analysis, and development of the TERM Analysis Report. Any pertinent background information will be provided to the selected consultant by COG after the contract award and prior to the initial project meeting.

The selected consultant will also be expected to attend at least four to six

TDM Evaluation Group and two to three Commuter Connections Subcommittee meetings. Participation may include preparing presentations, giving status briefings on project milestones, and giving briefings on the methodology and survey instruments described in the tasks below.

- B. Review the current evaluation measurement and effectiveness methodologies including survey questionnaires and implementation methods currently used by COG and review recommendations for changes to the evaluation methodologies from the Commuter Connections Subcommittee's TDM Evaluation Group which meets on an as needed basis.

Review conducted for this task may lead to recommended methodology changes and/or combination of survey instruments. The review will also include the Employer Outreach data reporting activities conducted between FY 2006-2008, and the survey methodology. The selected consultant will also review the methodology and questionnaire used for the Guaranteed Ride Home program applicant survey conducted in 2004 and provide recommendations for changes if necessary.

The review process will encompass all current and proposed survey instrument(s) and methodologies designed to collect and analyze data which will be used in the draft TERM Analysis report which will be completed by June 2011. The "2008 Commuter Connections TERM Analysis Report" can be reviewed on the Commuter Connections Web site at www.commuterconnections.org by clicking on the "Resources" tab and then "Publications." Any additional pertinent background information for this task will be provided to the selected consultant after contract award and prior to the implementation of this task.

- The product of this task will be a technical report describing the recommended TDM Evaluation Framework to be employed for the 2008-2011 Commuter Connections TERM evaluation period. A draft of the report will need to be completed prior to December 31, 2009. The final report will need to be completed no later than June 30, 2010. Both the draft and final reports need to be submitted electronically along with (1) original unbound copy of the final report, which incorporates COG staff comments and any changes. The final report should be provided electronically in a format compatible with MS Word Office 2003.

- C. Develop and implement the technical methods, automated systems and material necessary to collect data and conduct telephone e-mail and/or direct

mail surveys for an in-depth Guaranteed Ride Home (GRH) program applicant survey. The purpose of the survey is to obtain data on the influence of the GRH program on commute travel mode shift and overall travel behavior of a representative sample out of the nearly 30,000 Commuter Connections GRH applicants who applied to the program between March 16, 2007 and March 15, 2010. COG will provide all necessary GRH applicant records. The most recent "Commuter Connections Guaranteed Ride Home Program Survey Report: from 2007 can be viewed at the Commuter Connections web site at www.commuterconnections.org by clicking on the "Resources" tab then onto "Publications."

The selected contractor will be responsible for all data collection and survey methodology activities including:

- From task B above, review current survey questionnaire and provide recommendations for changes, if warranted
- Randomly select the survey sample from the GRH applicant population provided by COG. The sample should be adequate to achieve a total respondent population that will produce a 99% confidence level. Past surveys have had 1,000 completed surveys.
- An introductory letter mailed or e-mailed out to the randomly selected users of the Commuter Connections Guaranteed Ride Home program prior to the start of survey data collection is typically sent to prospective respondents. Evaluate this current practice and recommend whether or not this letter is necessary. If it is determined that a letter is necessary, make changes as necessary. Mailing and/or e-mailing of the letter will be conducted by COG.
- Recommendation of survey implementation survey methods to obtain needed information from registrants (i.e. telephone, e-mail, direct mail, or a combination of methods).

If a direct mail method is used, COG will be responsible for payment of all printing and postage costs associated with a direct mail survey.

It should be noted that an e-mail method was used in 2007 along with a telephone survey to determine any significant response differences. When using an e-mail method not all GRH applicants may have provided an e-mail address. Of the ones that have provided an e-mail address there are no guarantees that the addresses are valid. Therefore, if an e-mail

approach is recommended a thorough back-up plan to reach respondents without e-mail addresses or valid e-mail addresses should be included in the proposal.

- Use of Computer-Assisted Telephone (CATI) or similar system is preferred for use in the event of telephone surveying to provide accurate management of skip patterns and to provide prompts for immediate resolution of inconsistent responses. COG is open to receiving proposals for other methods that will allow for accurate management of skip patterns and immediate resolution of inconsistent responses.
- If telephone surveying is proposed, recommend a call-back protocol for telephone surveying that will adequately address calls that were not completed on the first attempt should be included in the proposed data collection activities. If an e-mail survey is used, the consultant should propose a follow-up e-mail protocol that would mirror a similar effort by telephone.
- If a telephone survey is used, it is recommended that the provision of a toll-free number be provided to enable respondents to call-in and complete the survey at a time convenient to them. If an e-mail approach is used, then a “Help” e-mail address should be provided to the respondent to allow the asking of questions or to obtain any assistance. The toll-free number could also be given to e-mail survey contacts in the event they may be interested in completing the survey by phone.
- Provision of interviewer training guides and the training of interviewers in methods to overcome initial respondent reluctance to be interviewed, and in interviewing techniques that result in obtaining the required completed interviews of the randomly selected sample. If an e-mail approach is used, then similar “self-help” instructions and definitions would need to be included on the e-mail version of the survey.
- Review the necessity of the current practice of implementing a small follow-up survey of the persons who initially refused to participate in the survey and other non-respondents. If the follow-up survey of non-respondents is to be used, then a review of the adopted questionnaire would need to be conducted in order to develop and implement the survey.
- Recommend a method to conduct a pre-test of all survey materials, questionnaires and survey methods with randomly selected program participants to determine what modifications to the survey procedures, if

any, are necessary. COG is seeking to insure the maximum possible response rate and valid responses.

- Preparation of a draft technical report and briefing for this component of the project by June 30, 2010 and a final report in November 2010. The data collected and results from this survey will be used to compute the evaluation results for the draft TERM Analysis Report which will be completed by June 2011.

The Technical Report will include the following:

- Executive summary.
- The summary and integration of all survey results, including cross-tabulation of variables relating to vehicle occupancy, emissions reductions, vehicle miles traveled, changes in travel mode, attitudinal responses, and other related variables.
- Conclusions from the survey research conducted.
- Frequency distributions of responses to all questions and cross-tabulations of selected questions as defined by COG.
- Description of the selected survey methodology and the sample selection process used.
- Tabulation of the outcome of all e-mail responses, calls, or direct survey mail contacts made during the course of the project, including number of refusals, telephone numbers/e-mail addresses not reached after five attempts (i.e. perpetual answering machines, busy signals, unsuccessful call-backs, and no answers), and addresses not reached due to returned or non-forwarded mail, or ineligible phone numbers (i.e. disconnected number, job change, language barrier, vacation/leave, etc.).
- Copies of all survey instruments used
- Weighting of survey responses to overall Commuter Connection Guaranteed Ride Home participation totals.
- The consultant will prepare and submit a draft report, then once it is finalized, a hard copy and electronic copy of the final draft technical report. The consultant will also provide all telephone and/or direct mail survey data collected of all participants surveyed in ASCII format on a

readable CD-ROM or in a commonly used electronic format.
Documentation of the file layout must also be provided.

- Prepare and submit one electronic copy, and (1) original unbound copy of the final report, which incorporates COG staff comments and any changes. The final report should be provided in an electronic a format compatible with MS Word Office 2003.
- Present all final results of the in-depth Guaranteed Ride Home survey to the TDM Evaluation Group, the Commuter Connections Subcommittee and perhaps the Transportation Planning Board (TPB), or its Technical Subcommittee. Review and respond to all comments received from these committees and subcommittees or the TPB and prepare the final Guaranteed Ride Home program Analysis Report incorporating comments received as appropriate.

The products of this task include a completed survey of randomly-selected participants in the GRH program, and a draft and final draft of the GRH Applicant survey Report.

- D. Develop and implement the technical methods, automated systems and material necessary to collect data and conduct telephone, e-mail and/or direct mail surveys for the Regional TDM “State of the Commute” Survey. The purpose of the survey is to obtain data on overall commuter travel behavior and attitudes as well as effectiveness of Commuter Connections programs in the Washington metropolitan region. The previous regional State of the Commute survey was conducted between January and March 2007. A minimum of 600 random telephone surveys were conducted in the 11 jurisdictions in the region resulting in 6,610 completed surveys. The selected contractor will be responsible for all data collection and survey methodology activities which will include:
- Develop and present a recommendation and rationale on a weighted sample size for the region which will include random households from the District of Columbia; the counties of Arlington, Fairfax (includes the cities of Fairfax and Falls Church), Loudoun, and Prince William County (includes the cities of Manassas and Manassas Park), and the city of Alexandria, in Northern Virginia; the counties of Charles, Calvert, Frederick, Montgomery (includes the cities of Gaithersburg, Rockville, and Takoma Park), and Prince George’s Counties, (includes the cities of Bowie, College Park, and Greenbelt) in suburban Maryland shall be provided.

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- Develop and implement an acceptable procedure to collect basic demographic details from households with no employed persons to use in an expansion process to determine the proportion of working versus non-working households.
- Recommend, develop and implement an acceptable procedure to expand survey responses numerically to align the sampled survey results with published worker information for the 11 jurisdictions in the study area.
- Use of Computer-Assisted Telephone (CATI) or similar system for telephone surveying is preferred to provide accurate management of skip patterns and to provide prompts for immediate resolution of inconsistent responses. COG is open to receiving proposals for other methods that will allow for accurate management of skip patterns and immediate resolution of inconsistent responses.
- If telephone surveying is used, recommend a call-back protocol for telephone surveying that will adequately address calls that were not completed on the first attempt. If an e-mail survey is used, the consultant should propose a follow-up e-mail protocol that would mirror a similar effort by telephone.
- If telephone surveying is used, it is recommended that the provision of a toll-free number that enables respondents to call-in and complete the survey at a time convenient to them. In the event an e-mail approach is used, it is expected that an “E-mail Help” address would be made available to respondents along with the Toll-Free number in the event assistance was required or the respondent preferred to conduct the survey by telephone.
- The provision of bi-lingual Spanish speaking interviewers and Spanish language questionnaires and other survey materials is preferred. If a Spanish version of the survey instrument is required, the consultant will be responsible for translation into all formats that are used to conduct the survey.
- Provision of interviewer training guides and the training of interviewers in methods to overcome initial respondent reluctance to be interviewed, and in interviewing techniques that result in obtaining completed interviews. If an e-mail approach is used, then similar “self-help” instructions and definitions would need to be included on the e-mail version of the survey.

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- Conduct a pre-test of all survey materials, questionnaires and survey methods with no fewer than 50 randomly selected households to determine what modifications to the survey procedures, if any, are necessary to insure the maximum possible response rate and valid responses.
- Preparation of a final draft technical report and briefing for this component of the project by June 30, 2010. The data collected and results from this survey will be used to compute the evaluation results for the draft TERM Analysis Report which will be completed by June 2011.

The draft Technical Report will include the following:

- Executive summary
- The summary and integration of all survey results, including cross-tabulation of variables relating to vehicle occupancy, emissions reductions, vehicle miles traveled, changes in travel mode, attitudinal responses, and other related variables.
- Conclusions from the survey research conducted.
- Frequency distributions of responses to all questions and cross-tabulations of selected questions as defined by COG.
- Description of the selected survey methodology and the sample selection process used.
- Tabulation of the outcome of all calls or direct survey mail contacts made during the course of the project, including number of refusals, telephone numbers not reached after five attempts (i.e. perpetual answering machines, busy signals, unsuccessful call-backs, and no answers), and addresses not reached due to returned or non-forwarded mail, or ineligible phone numbers (i.e. disconnected number, job change, language barrier, vacation/leave, etc.).
- Tables showing relevant comparisons to data from both the 2001 and 2004 State of the Commute reports.
- Copies of all survey instruments used in both English and Spanish (if applicable).
- Weighting of survey responses to overall working households in the region.

The consultant will prepare and submit a draft report, then once it is finalized, one (1) electronic copy of the report and one (1) hard copy of the final draft technical report. The consultant will also provide all telephone and/or direct mail survey data collected from all quarters surveyed in a hard copy format and ASCII format in a commonly used electronic format. Documentation of the file layout must also be provided.

Prepare and submit one (1) electronic copy and one (1) original unbound copy of the final report, which incorporates COG staff comments and any changes. The final reports should be provided in a format compatible with MS Word Office 2003.

Present all final results of the draft State of the Commute Technical report to the TDM Evaluation Group, Commuter Connections Subcommittee and perhaps the Transportation Planning Board (TPB), or its Technical Subcommittee. Review and respond to all comments received from these committees and subcommittees or the TPB and prepare the final State of the Commute Survey Technical Report incorporating comments received as appropriate.

- The products from this task will include the completion of the regional State of the Commute Survey and the preparation of a draft Technical Report of the results that will be presented to several COG/TPB groups.

Option Year Tasks:

Additional tasks in the two option years will include the analysis of over 8,000 Employer records during FY 2011 as part of the Employer Outreach TERM. COG currently uses EPA's Commuter Choice model to determine transportation and emission impacts for this measure along with AVO calculations from on-site employer surveys.

A survey of employers who have contacted Commuter Connections for Telework will also need to be conducted and analyzed in FY 2011. Results from this analysis will be used in the Telework TERM analysis.

COG staff will conduct an electronic survey of Bike To Work Day applicants who participate in the May 2010 event. The survey will occur in FY 2011 and the consultant will be expected to produce an analysis report.

Finally, a draft TERM Analysis Report will need to be produced by June 30, 2011 which will compare the results of the data collection analysis for each TERM to the regional goals. The application of the TDM Framework Methodology calculations for

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transportation and emission reductions will be used in this report. Review and edits to the report by the TDM Evaluation Group will occur during FY 2011 and the final report will be issued by January 31, 2011.

Information and resources for all of the Option Year tasks outlined above will be given to the consultant after contract award.

III. Definitions used in this Document

CATI - Computer Assisted Telephone

COC – Commuter Operations Center

COG - The Metropolitan Washington Council of Governments.

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

Contractor - The term used throughout this document to describe the consultant awarded the prime contract based on this solicitation

DBE - Disadvantaged Business Enterprise, defined as those members of the presumptive groups shown in 49CFR subsection 26.

GRH - Guaranteed Ride Home

MPO - Metropolitan Planning Organization

Other
Subcontractor-Any additional subcontractor hired by either the contractor or a subcontractor.

Selection
Committee - The Selection Committee established to review the proposals received under this solicitation and recommend selection of a contractor to the Contracting Officer.

Subcontractor -Any subcontractor hired by the contractor.

TERM - Transportation Emission Reduction Measures

- TDM - Transportation Demand Management
- TMA - Transportation Management Association
- TPB - National Capital Region Transportation Planning Board

IV. Terms and Conditions

The following terms and conditions are expected of the firm selected:

1. Federal, State, or foreign taxes are not allowable.
2. Legal fees of any type are not allowable without prior written approval of COG.
3. Any work to be subcontracted to a "Subcontractor" shall be clearly identified and such "Subcontractor" shall be approved by COG prior to contract issuance.
4. It is understood that should, for any reason, the funding sources for the proposed contract suspend payment to COG, COG will notify the CONTRACTOR that payment is suspended, as of the date of the notification, until such time as COG's funding source resumes payments to COG. Payment to the contractor is dependant on COG receiving sufficient funds from its sponsoring agencies. Should funding from COG's sponsoring agencies be delayed, for any reason, COG shall make a concomitant delay in funding to the Contractor.
5. Payment shall be made to the Contractor thirty (30) days following the receipt of a correct invoice from the Contractor and approval of the COG Project Manager. Contractor shall submit its final invoice within 30 days of the termination of the contract.
6. Additional Terms and Conditions are shown in Attachment A.

V. Period of Performance and Type of Contract

The period of performance shall be from contract execution until June 30, 2010. The contract may, through written mutual approval, be extended through two additional one year periods.

COG/TPB anticipates issuing, for the first year, a cost plus fixed fee contract in an amount not to exceed three hundred seventy five thousand dollars (\$375,000). Based on the Scope of Required Services, the following cost plus fixed fee budgets shall apply to each of the

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tasks listed:

Tasks A and B:	\$ 10,000
Task C:	\$ 15,000
Task D:	\$ 350,000

VI. 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:

Chapter 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. An introductory statement which describes the experience and capabilities of the firm and key personnel in the relevant areas of work, such as market research, data tabulation, transportation demand management, transportation emission reduction calculation, and evaluation methodology design and implementation must be included.

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.

Chapter 2. Proposed method to accomplish the work.

In this section of the proposal, respondents must provide a detailed description of their approach for accomplishing all tasks specified in Attachment B. 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.

Chapter 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 and in Attachment A. The contractor shall complete Attachment C, Cost and Price Analysis Form and include it in this section.

Chapter 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.

VII. Pre-proposal Meeting

To address technical and contractual questions, there will be a pre-proposal meeting on **July 15, 2009 at 10:00 AM** at the Metropolitan Washington Council of Governments, located at 777 North Capitol Street, NE, Washington, D.C. in the lobby level conference room 1. Notification should be directed by email to ckalish@mwkog.org, if a representative of the firm plans to attend.

VIII. Submission Date and Contact

One Original and four (4) copies of the proposal must be submitted, no later than **2:00 PM on August 12, 2009** as follows:

Carl Kalish
Director of Purchasing and Facilities
Metropolitan Washington Council of Governments
777 North Capitol Street, NE
Suite 300
Washington, D.C. 20002-4239

The Respondents shall reference the RFP number of this solicitation on the outside of their submission. Electronic submissions will not be accepted.

IX. 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 of the Project	25
Methodology Used for the Project	20
Management Plan for the Project	15
Experience and Qualifications of the Firm, the Key Personnel Availability of Key Personnel and the Key Personnel of any Subcontractor	15
Cost and Price Analysis	10
Disadvantaged Business Enterprise (DBE) Participation	15
	—
Maximum Total Points	100

IX. Disadvantaged Business Enterprise Participation

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 10% 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).

SAMPLE DBE PARTCIPATION PLAN

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

Firms must submit at a minimum a good faith effort statement (defined in 49 CFR Part 26) for review by COG. Without the good faith effort statement the proposal may be declared non-responsive and may not be reviewed by the technical selection committee.

Firms that meet the goal established for the proposal will receive 15 selection points (out of a possible 15).

Firms that meet less than the DBE participation goal established will be evaluated on the percentage of the goal met, and the extent of their efforts to meet the entire DBE participation goal, but will receive less than the maximum DBE participation evaluation points.

All proposers shall provide a copy of the certification of DBE ownership for those firms claiming such status. The certification must have been obtained from a Federal, state or local governmental agency that regularly issues such certification. It must have been issued within the past year or must clearly state the effective dates of the certification. Only DBE Certifications will be accepted.

X. 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 electronic notice received at any time prior to award.

XI. Reference Material

The following material is available through the Commuter Connections web site www.commuterconnections.org by clicking onto the Resources” tab, then onto “Publications”: Fiscal Year 2009 Commuter Connections Work Program for the Metropolitan Washington Region; 2008 Commuter Connections TERM Analysis Report ; FY 2009 Commuter Connections Applicant Database Annual Placement Survey Report, 2007 Commuter Connections Guaranteed Ride Home Program Survey Report; State of the Commute 2007 Report; Transportation Emission Reduction Measures Revised Evaluation Framework 2005-2008.

XII. Further Information

Questions of a procedural or contractual nature may be directed to Carl Kalish by e-mail: ckalish@mwkog.org. Questions of a technical nature will be addressed at the pre-proposal meeting.

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 that \$100,000 for each such failure.

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[Note: Pursuant to 31 U.S.C. § 1352(e)(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

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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 42

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 my 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

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the Contract, not 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

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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

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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

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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.

ATTACHMENT B

COMMUTER CONNECTIONS TERM EVALUATION SCHEDULE

TARGET DATE: JUNE 2011			
<u>Measure</u>	<u>Data Collection Activity</u>	<u>Deadline(s)</u>	<u>FY Completion</u>
Telework	2010 State of the Commute	June 2010 (Draft Report) June 2011 (Final Report)	FY10 and FY11
	Employer Survey	January 2011	FY11
Employer Outreach	Database Information Analysis From ACT!	December 2010	FY11
GRH	In-depth GRH applicant Survey	June 2010 (Final Report)	FY10
Commuter Operations Center	Placement Rate Study	July – September 2008 3 rd Quarter Survey by Oct/Nov 2008	FY09 (COMPLETED)
Marketing	State of the Commute	June 2010 (Draft Report) June 2011 (Final Report)	FY10 & FY11
Bike To Work Day	2010 Participant Survey	Nov/Dec 2010 (Draft Report) June 2011 (Final Report)	FY11

COMMUTER CONNECTIONS TERM EVALUATION SCHEDULE

<u>Measure</u>	<u>Data Collection Activity</u>	<u>Deadline(s)</u>	<u>FY Completion</u>
ALL	Regional State of the Commute Survey	June 2010 (Draft Report) June 2011 (Final Report)	FY10 & FY11
ALL	2008 TERM Analysis Report	January 2009	FY09 (COMPLETED)
ALL	2009 - 2011 TERM Analysis Report	June 2011 (Draft Report) January 2012 (Final Report)	FY11 & FY12
ALL	TDM Evaluation Framework Methodology	December 2009	FY10

- ▶ *FY10 = July 1, 2009 – June 30, 2010*
- ▶ *FY11 = July 1, 2010 – June 30, 2011*
- ▶ *FY12 = July 1, 2011 – June 30, 2012*
- ▶ *FY13 = July 1, 2012 – June 30, 2013*

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

**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