REQUEST FOR PROPOSALS NO. 18-010

COMMUTER CONNECTIONS REGIONAL TRANSPORTATION DEMAND MANAGEMENT (“TDM”) EVALUATION PROJECT

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

Alieu Turay
Contracts and Purchasing Specialist II
Metropolitan Washington Council of Governments
777 North Capitol Street, N.E., Suite 300
Washington, D.C. 20002-4290

Submission Deadline: May 31, 2018

Time: 2:00 PM EST
I. METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS

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

B. 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.

C. 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.

D. The TPB prepares plans and programs that the federal government must approve for federal-aid transportation funds to flow to the Washington region. Members of the TPB include representatives 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 ("MWAA") and federal agencies.

E. 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 MPOs. The TPB became associated with COG in 1966, serving as COG’s transportation policy committee. The TPB is staffed by COG’s Department of Transportation Planning ("DTP").

II. PROJECT OVERVIEW AND BACKGROUND

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

A. Review TDM Evaluation - Review the current transportation demand management ("TDM") evaluation measurements and effectiveness of methodologies currently used by COG and recommend 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.
B. **Implement Two (2) Guaranteed Ride Home Program Surveys** - 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 in-depth Guaranteed Ride Home program applicant surveys for the Washington region and another for the Baltimore region, as well as, prepare a technical report for both surveys that analyze survey findings,

C. **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.

### III. DEFINITIONS USED IN THIS DOCUMENT

<table>
<thead>
<tr>
<th>Term</th>
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<tr>
<td>COG</td>
<td>The Metropolitan Washington Council of Governments</td>
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<tr>
<td>Consultant</td>
<td>The term used throughout this document to describe the individual or organization awarded the prime contract based on this solicitation.</td>
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<tr>
<td>Contracting Officer</td>
<td>The Executive Director of the Metropolitan Washington Council of Governments</td>
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<td>DTP</td>
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<td>Subcontractor</td>
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<tr>
<td>Technical Selection Committee</td>
<td>The Committee established to review the proposals received under this solicitation and recommend selection of contractors to the COG Contracting Officer.</td>
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### IV. SCOPE OF WORK

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 Regional Transportation Demand Management 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 (4-6) TDM Evaluation Group and two to three (2-3) Commuter Connections Subcommittee meetings. Participation may include preparing presentations, giving status briefings on project milestones, and/or 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. Consultant will 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 2015-2017, and the survey methodology. The selected consultant will also review the methodology and questionnaire used for the Washington metropolitan region Guaranteed Ride Home program applicant surveys conducted for the Washington D.C. and Baltimore metropolitan regions in 2016 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 Regional TDM Evaluation Analysis report which will be completed by June 2020. The “2017 Commuter Connections Transportation Emission Reduction Measure Analysis Report” can be reviewed on the Commuter Connections Web site, at www.commuterconnections.org, by clicking on the “About Us” 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 2017-2020 Commuter Connections TDM evaluation period. A draft of the report shall be completed prior to December 31, 2018. The final report shall be completed no later than June 30, 2019. 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. Both reports shall be fully proof read for typographical and data errors prior to submission and visuals/images shall be clear, attractive, and up-to-date. In addition, presentations and reports that will be released for review and comment by a Commuter Connections committee group shall be submitted to COG at a minimum of three (3) weeks prior to the meeting agenda posting date to allow COG/TPB staff to fully review the reports. It is also expected that the final report format will follow COG/TPB publication guidelines which will be shared with the selected consultant in advance.

The final report should be provided electronically in a format compatible with MS Word Office365.

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 two in-depth Guaranteed Ride Home (“GRH”) program applicant surveys; one for the Washington metropolitan region and another for the Baltimore metropolitan region. The purpose of the surveys 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 approximately 28,000 Commuter Connections GRH applicants who applied or re-applied to the program between March 16, 2016 and March 15, 2019 in the Washington region and for the approximately 1,500 GRH applicants who applied or re-applied to the Baltimore GRH program between March 16, 2016 and March 15, 2019. COG will provide all necessary GRH applicant records for both programs. The most recent Commuter Connections Guaranteed Ride Home Program Washington DC and Baltimore regional Survey Reports from 2016 can be viewed at the Commuter Connections web site at www.commuterconnections.org by clicking on the “About Us” tab then onto “Publications.”
The selected contractor will be responsible for all data collection and survey methodology activities including:

1. Review current survey questionnaire and provide recommendations for changes, if warranted.

2. Randomly select the survey sample from the GRH applicant population in Washington and in Baltimore provided by COG. The sample should be adequate to achieve a total respondent population that will produce a 95% confidence level. Past surveys have had 2,171 completed interviews for the Washington DC region and 329 completed interviews for the Baltimore and St. Mary’s County metropolitan region.

3. An introductory letter is typically mailed or e-mailed to the randomly selected users from the Commuter Connections Guaranteed Ride Home program in both the Washington and Baltimore regions prior to the start of survey data collection from prospective respondents. Consultant shall evaluate this current practice and recommend whether this introductory 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.

4. Recommendation of survey implementation 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 2016 along with a telephone survey of those respondents with no-email address, as well as, email non-respondents. Consultant should be aware that 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 is no guarantee 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.

5. Use of Computer-Assisted Telephone (“CATI”) or similar system is preferred for use in the event of telephone surveying. CATI shall provide accurate management of skip patterns and 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.

   The GRH Applicant Survey has also been programmed in the Commuter Connections on-line TDM software system, which allows program participants in both the Washington and Baltimore/St. Mary’s County GRH programs to log into their on-line Commuter Connections account and take the survey. Demonstration and production of a strong project management approach, complete with a detailed timeline and action plan, will be required to make any changes to the on-line GRH Applicant Survey questionnaire and skip
patterns in order to mesh the on-line survey data to either the CATI system (or similar system) data output through COG/TPB staff and its TDM software system consultant.

The selected consultant will also be required to test both surveys extensively and provide any feedback to COG/TPB staff and its TDM software system contractor on any question malfunctions. The selected Consultant will also be required to coordinate its data output format to the on-line TDM system data output through COG/TPB staff and its TDM software system consultant.

6. If telephone surveying is proposed, Consultant shall 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 shall propose a follow-up e-mail protocol that would mirror a similar effort by telephone.

7. If telephone surveys are 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 surveys by phone.

8. 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 surveys.

9. Review the necessity of the current practice of implementing a small follow-up survey of the persons who initially refused to participate in the surveys and other non-respondents. If the follow-up surveys of non-respondents is to be used, then a review of the adopted questionnaires would need to be conducted in order to develop and implement the survey.

10. 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.

11. Preparation of two draft technical reports and one briefing for this component of the project by June 30, 2019 and two final reports in November 2019. The data collected and results from the Washington region’s GRH survey will be used to compute the evaluation results for the draft regional TDM Evaluation Analysis Report which will be completed by June 2020. Results from the Baltimore and St. Mary’s County metropolitan region’s survey will be calculated in a similar format and shared with representatives from the
Maryland Transit Administration and the Maryland Department of Transportation.

The Technical Reports from both surveys will include the following:

a. Executive summary.

b. 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.

c. Conclusions from the survey research conducted.

d. Frequency distributions of responses to all questions and cross-tabulations of selected questions as defined by COG.

e. Description of the selected survey methodology and the sample selection process used.

f. 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.).

g. Copies of all survey instruments used.

h. Weighting of survey responses to overall Commuter Connections Guaranteed Ride Home participation totals.

The Consultant will prepare and submit the draft reports, then once finalized, a hard copy and electronic copy of the final draft technical reports. Both reports shall be fully proof read for typographical and data errors prior to submission and visuals/images shall be clear, attractive, and up-to-date. In addition, presentations and reports that will be released for review and comment by a Commuter Connections committee group shall be submitted to COG at a minimum of three (3) weeks prior to a meeting agenda posting date to allow COG/TPB staff to fully review the reports. It is also expected that the final reports’ format will follow COG/TPB publication guidelines which will be shared with the selected consultant in advance.

The Consultant will also provide all telephone and/or direct mail survey data collected from 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.

Consultant shall prepare and submit one electronic copy, and (1) original unbound copy of the each of the final reports, which incorporates COG/TPB staff comments and any changes. The final report should be provided in an electronic a format compatible with MS Word Office365.
Consultant shall present all final results of the in-depth Guaranteed Ride Home surveys to the TDM Evaluation Group, the Commuter Connections Subcommittee and perhaps the Transportation Planning Board, or its Technical Subcommittee. Consultant shall 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 for both the Washington D.C. and Baltimore and St. Mary's County metropolitan region GRH programs, and a draft and final draft of the GRH Applicant Survey Report for both programs.

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 April 2016. A minimum of 455 random telephone surveys were conducted in the 11 jurisdictions in the region resulting in 5,903 completed surveys. 5,029 completed telephone (landline and cell) interviews were completed with an additional 874 interviews collected through an Internet survey, for a regional total of 5,903 completed interviews.

The selected Consultant shall be responsible for all data collection and survey methodology activities which will include:

1. 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 (including the cities of Fairfax and Falls Church), Loudoun, and Prince William County (including the cities of Manassas and Manassas Park), and the city of Alexandria, in Northern Virginia; the counties of Charles, Calvert, Frederick, Montgomery (including the cities of Gaithersburg, Rockville, and Takoma Park), and Prince George’s Counties, (including the cities of Bowie, College Park, and Greenbelt) in suburban Maryland shall be provided.

2. 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.

3. 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.

4. Use of Computer-Assisted Telephone 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.

5. An e-mail survey shall also be used along with a follow-up e-mail protocol that would mirror a similar effort by telephone. If telephone surveying is used, recommend a callback protocol for telephone surveying that will adequately address calls that were not
completed on the first attempt. The telephone survey sample shall include cell-phone only households and a corresponding weighting process. If telephone surveying is used, it is recommended Consultant provision a toll-free number that enables respondents to call-in and complete the survey at a time convenient to them. For the e-mail survey approach, it is expected than 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.

6. 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.

7. 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. The e-mail survey approach shall also include similar “self-help” instructions along with definitions.

8. Conduct a pre-test of all survey materials, questionnaires and survey methods and samples with no fewer than 50 randomly selected households to determine what modifications to the survey procedures, if any, are necessary to ensure the maximum possible response rate and valid responses.

9. Preparation of a final draft technical report and briefing for this component of the project by June 30, 2019. The data collected and results from this survey will be used to compute the evaluation results for the draft Regional TDM Analysis Report which will be completed by June 2020.

The draft Technical Report will include the following:

a. Executive summary

b. 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.

c. Conclusions from the survey research conducted.

d. Frequency distributions of responses to all questions and cross-tabulations of selected questions as defined by COG.

e. Description of the selected survey methodology and the sample selection process used.

f. Tabulation of the outcome of all calls or e-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, voice mail, busy signals, unsuccessful call-backs, and no answers), or ineligible phone numbers (i.e. disconnected number, job change, language barrier, vacation/leave, etc.), and e-mail addresses not
reached due to returned or non-forwarded e-mail or returned mail related to the e-mail survey.


h. Copies of all survey instruments used in both English and Spanish (if applicable).

i. Weighting of survey responses to overall working households in the region.

The Consultant shall 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 reports should be fully proof read for typographical and data errors prior to submission and visuals/images shall be clear, attractive, and up-to-date. In addition, presentations and reports that will be released for review and comment by a Commuter Connections committee group shall be submitted to COG at a minimum of three (3) weeks prior to a meeting agenda posting date in order to allow COG/TPB staff to fully review the reports. It is also expected that the final report format will follow COG/TPB publication guidelines which will be shared with the selected Consultant in advance. The Consultant will also provide all e-mail and telephone survey data collected from all respondents surveyed in a hard copy and ASCII in a commonly used electronic format. Documentation of the file layout must also be provided.

Consultant shall prepare and submit one (1) electronic copy and one (1) original unbound copy of the final report, which incorporates COG/TPB staff comments and any changes. The final reports should be provided in a format compatible with MS Word Office 365.

Consultant shall 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, or its Technical Subcommittee. Consultant 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.

E. In fiscal year 2019, the Consultant shall design and implement an Employer Outreach Customer Satisfaction Survey. This report presents the results of a survey of employers who currently participate or who have participated in the Washington DC metropolitan regional Employer Services Program operated and monitored by COG. COG/TPB introduced the Employer Services Program in 1997 to help assist employers to either start or expand commuter benefit programs and services at their worksite. The program provides employers free transportation demand management consulting services from local jurisdictions that are part of the Commuter Connections regional network. In FY2014, 4,041 employers were surveyed from the ten jurisdictions that provide Employer Outreach services the region. The primary purpose of conducting this survey is to collect data to document the attitudes, opinions and satisfaction of employers toward the products and services provided by Commuter Connections and local member organizations that are part of the Commuter Connections.
Connections Employer Services program. This survey is conducted every five (5) years. The most recent Commuter Connections Employer Satisfaction Survey Report from 2014 can be viewed at the Commuter Connections web site at [www.commuterconnections.org](http://www.commuterconnections.org) by clicking on the “About Us” tab then onto “Publications.”

The selected Consultant will be responsible for all data collection and survey methodology activities which will include:

1. Review of current survey questionnaire and provide recommendations for changes, if warranted.

2. Randomly select the survey sample from the regional ACT! Customer Relationship Management Database. The sample should be adequate to achieve a total respondent population that will produce a 95% confidence level. The 2014 survey had 477 completed interviews in the metropolitan region.

3. An introductory letter is typically mailed or e-mailed out to the randomly selected users of the Commuter Connections Employer Outreach program prior to the start of survey data collection. Evaluate this current practice and recommend whether 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.

4. Recommendation of survey implementation 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 2014 along with a telephone survey of those respondents with no-email address along with email non-respondents. When using an e-mail method not all employers may have provided an e-mail address in the ACT! CRM. 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.

5. Use of Computer-Assisted Telephone 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.

The Employer Outreach Satisfaction Survey has also been programmed in the Commuter Connections Survey Monkey account which would allow the Contractor to log into the on-line Commuter Connections account and make changes to the questionnaire as well as monitor responses.

Demonstration and production of a strong project management approach complete with a detailed timeline and action plan will be required to make any changes to the on-line Employer Outreach Customer Satisfaction survey questionnaire and skip
patterns to mesh the on-line survey data to either the CATI system (or similar system) data output through COG/TPB staff.

The selected Consultant will also be required to test the surveys extensively and provide any feedback to COG/TPB staff on any question malfunctions, particularly if changes have been made to the questionnaire. The selected contractor will also be required to coordinate its data output format to the on-line TDM system data output through COG/TPB staff.

6. If telephone surveying is proposed, recommend a call-back protocol, 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 shall propose a follow-up e-mail protocol that would mirror a similar effort by telephone.

7. If telephone surveys are used, it is recommended that 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 surveys by phone.

8. 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 surveys.

9. Review the necessity of the current practice of implementing a small follow-up survey of the persons who initially refused to participate in the surveys and other non-respondents. If the follow-up surveys of non-respondents is to be used, then a review of the adopted questionnaires would need to be conducted in order to develop and implement the survey.

10. 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.

11. Submission of data to COG/TPB staff along with results from data collected and dialing disposition by March 29, 2019. COG/TPB staff will be responsible for the preparation of the draft technical report and briefings for this component of the project by June 30, 2019 and the final report in October 2019. Preparation of the survey and survey logistics and outreach as well as results from the Employer Outreach Customer Satisfaction Survey will be conducted in collaboration and shared with representatives from the Commuter Connections Employer Outreach Committee.
Option Year Tasks:

Additional tasks in the two (2) option years will include:

A. The analysis of over 8,000 Employer records during FY 2020 as part of the Employer Outreach TDM program. COG currently uses EPA’s Commuter Choice model to determine transportation and emission impacts for this measure along with Average Vehicle Occupancy “AVO” calculations from on-site employer surveys.

B. The packaging of the 2019 State of the Commute data at the state and local jurisdictional level in an electronic Excel spreadsheet format with data definitions and documentation on how to use the unweighted and weighted data.

C. A survey of employers in Maryland who have contacted Commuter Connections for Telework will also need to be conducted and analyzed in FY 2020. Results from this analysis will be used in the Telework TDM analysis. This will also include survey data collected separately from Virginia’s Telework! VA program.

D. COG staff will conduct an electronic survey of Bike to Work Day applicants who participate in the May 2019 event. The survey will occur in FY 2020 and the Consultant will be expected to review the survey instrument and recommend changes and produce an analysis report.

E. In FY 2021, the collection of data and conducting telephone, e-mail, and/or direct mail for an in-depth Retention Rate survey of both active and non-active commuters who had a Commuter Connections activity between December 2015 and November 2020 in the regional TDM software system. The purpose of this survey, which is conducted every five (5) years, is to document the retention rates of alternative mode use as a result of contacting Commuter Connections for program services. Previously registered and non-active commuters will be contacted to ascertain whether they are still using alternative modes regardless of which program they had originally registered for. The most recent Retention Rate Survey from 2016 can be viewed at the Commuter Connections web site at www.commuterconnections.org by clicking on the “About Us” tab then onto “Publications.”

The selected contractor will be responsible for all data collection and survey methodology activities. The products of this task include a completed survey of both active and non-active commuters who had a Commuter Connections activity between December 2015 and November 2020, and a draft and final draft of a survey report.

F. A draft TDM Analysis Report will need to be produced by June 30, 2020 which will compare the results of the data collection analysis for each Commuter Connections TDM program measure to program goals. The application of the TDM Framework Methodology calculations for 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 2020 and the final report will be issued by January 31, 2020.

G. Provision of assistance to respond to data requests received by COG/TPB staff on any of the surveys conducted or on the overall TDM Evaluation framework methodology.

H. In FY 2021, a survey of Commuter Connections database account holders and applicants and those using the informal bulletin board on the Commuter Connections website to obtain alternative commute information and/or ridematching. The Applicant Placement Rate
Survey will be conducted in FY 2021 and will help establish several calculation factors used in the TDM Analysis Evaluation. However, this study will be part of the FY 2021 – 2023 data collection period.

I. A Vanpool Driver survey will also be conducted in FY 2020. The purpose of the survey will be to analyze vanpool driver practices and to evaluate vanpooling for planning and TDM program implementation purposes in the Washington DC metropolitan region. Five previous studies for the region have been conducted with the most recent in 2008. Similar studies were previously conducted in 1982, 1989 and 2002.

Information and resources for all of the Option Year tasks outlined above will be given to the consultant after contract award. A full schedule of data collection activities and deadlines are shown in Attachment E.

V. SPECIAL CONDITIONS

A. The following conditions apply to the Consultant selected:

1. Federal, state or foreign taxes are not allowable.

2. Legal fees of any type are not allowable without prior written approval of the COG Contracting Officer.

3. In the event the project is terminated by administrative action, the Consultant shall be paid for work actually performed to the date of termination.

4. Any work to be subcontracted to a Subcontractor shall be clearly identified and such Subcontractor shall be approved by COG prior to contract issuance.

5. The Consultant, acting as an independent contractor, shall defend and 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.

6. In case of failure by the Consultant 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 Consultant and/or Subcontractor responsible for any and all additional costs occasioned thereby.

7. The Consultant 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 Consultant further covenants that in the performance of this contract, no person having any such interest shall be employed.

8. 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 Consultant.

9. Payment will be made to the Consultant within 30 days following the receipt of a correct invoice from the Consultant and approval of the COG Project Manager. Consultant shall submit its final invoice within 30 days after expiration of the contract.

10. In submitting a proposal in response to this RFP, and in performing services under any contract resulting from this RFP, the successful Consultant shall be bound by, and comply with, all the terms, conditions, and requirements contained within Attachments A and B.

VI. INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

A. COG intends to award a single contract resulting from this solicitation to the responsible Consultant 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 based on initial offers received without discussion. Therefore, each initial offer should contain the Offeror’s best terms from a price and technical standpoint. COG may communicate with Offerors to clarify, verify or obtain additional information about its past performance or experience.

VII. PERIOD OF PERFORMANCE AND TYPE OF CONTRACT, AND BUDGET

A. The period of performance shall begin once the Executive Director of COG has signed a contract and continue through June 30, 2019. COG and the selected Consultant may mutually agree to extend the period of performance of the ensuing contract through two (2) additional one-year terms. The extension of the contract will be based on the availability of funding and the negotiation of mutually acceptable terms.

B. The contract will be issued on a time-and-materials basis not to exceed $503,500. The budgeted amount for each Task in the project is as follows:

i. Tasks A & B: Review and Update of Current TDM Evaluation Framework: $31,000
ii. Task C – GRH Survey, Washington Metropolitan Region: $17,500
iii. Task C – GRH Survey, Baltimore Metropolitan Region: $17,500
iv. Task D – State of the Commute Survey: $420,000
v. Task E – Employer Outreach Customer Satisfaction Survey: $17,500

VIII. CONTENT OF PROPOSAL

All Offerors must submit their proposals following the prescribed format. Adherence to the proposal format by all Offerors will ensure a fair evaluation regarding the needs of COG. Offerors not following the prescribed format will be deemed non-responsive. The letter transmitting the proposal must be signed by an officer authorized to bind the Offeror. The proposal must include the following:
A. Section 1. Qualifications of the firm and key personnel

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

2. 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.

B. Section 2. Proposed method to accomplish the work

1. 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.

2. Timely completion of the task orders outlined and issued for this project is of critical importance. Offerors are to provide a brief description of their current projects and the availability of key personnel proposed in this project.

C. Section 3. Cost proposals for the Offeror and any Subcontractor(s).

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

D. Section 4. References of the Consultant and any Subcontractor(s)

a. The proposed Consultant and any Subcontractor(s) shall provide at least three (3) references whom COG/TPB may contact regarding similar work performed.

b. Offerors may provide letters of reference from previous relevant clients. Names, titles, addresses and telephone numbers shall be included for each reference as stipulated in (Attachment D).

c. All three of these references shall include work in which the key personnel proposed to COG have been assigned.

IX. PROPOSAL QUESTIONS AND OPTIONAL PRE-PROPOSAL CONFERENCE

A pre-proposal conference for this RFP will be held on Tuesday, May 15, 2018 at 10:00 AM - 11:00 AM.

Location:
Conference Room #3
Metropolitan Washington Council of Governments
777 North Capitol St, NE, Suite 300
Washington, DC, 20002-4290
Please email Alieu Turay, Contracts and Purchasing Specialist II, at aturay@mwcog.org if you plan to attend this meeting.

Prior to the conference, technical and procedural questions concerning the RFP must be submitted in writing to Alieu Turay at aturay@mwcog.org no later than 12:00 PM on Monday, May 14, 2018.

All technical and procedural questions will be answered during this conference and all questions and answers will be posted to the web as an amendment to this RFP within three (3) working days after the conference. No questions will be accepted following the conference.

**X. SUBMISSION DATE AND CONTACT**

Proposals shall be received by no later than 2:00 p.m. Thursday, May 31, 2018.

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

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

Alieu Turay  
Contracts and Purchasing Specialist II  
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 technical selection committee. The selection committee may hold, at COG’s option, a pre-selection meeting with the top-ranked Offerors. The final recommendation for selection to the COG Contracting Officer may be made based upon interviews and/or a best and final offer submitted by the Offerors, if required by the selection committee. In evaluating the proposals, the following factors will be considered, with points awarded up to the maximum shown:

<table>
<thead>
<tr>
<th>Factor</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Understanding and methodology used for the project</td>
<td>45</td>
</tr>
<tr>
<td>Demonstrated Direct Relevant Experience of the Firm, it’s Key Personnel and any Subcontractors</td>
<td>25</td>
</tr>
<tr>
<td>Cost and Price Analysis</td>
<td>15</td>
</tr>
</tbody>
</table>
**RFP# 18-010 TDM Evaluation**

<table>
<thead>
<tr>
<th>DBE Participation</th>
<th>15</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Points</td>
<td>100</td>
</tr>
</tbody>
</table>

**XII. LATE PROPOSALS**

Any proposal received at the 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**

A. Disadvantaged Business Enterprise ("DBE") participation shall be an integral component of the Consultant selection process 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](http://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).

B. COG, in accordance with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000 d – 42 and Title 49, Code of Federal Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered pursuant to this advertisement will afford minority business enterprises full opportunity to submit bids in response to this invitation, and will not discriminate on the grounds of race, color, sex, or national origin in consideration for an award.

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

D. 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 Consultant 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:

<table>
<thead>
<tr>
<th><strong>PARTICIPATION POINTS</strong></th>
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<tbody>
<tr>
<td>10% to 14%</td>
<td>3</td>
</tr>
<tr>
<td>15% to 19%</td>
<td>6</td>
</tr>
<tr>
<td>20% to 24%</td>
<td>9</td>
</tr>
<tr>
<td>25% to 34%</td>
<td>12</td>
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<tr>
<td>35% or more</td>
<td>15</td>
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</table>
E. Federal Law – CFR Part 26.37 (Monitoring Performance) requires COG to include a monitoring and enforcement mechanism to ensure that work committed to DBEs at task order award is performed by DBE’s.

F. To comply with this requirement, the Consultant is required to provide to Rick Konrad, COG Contracts and Purchasing Manager: (1) a monthly DBE payment schedule for the PROJECT within 10 days of being awarded a COG Contract/Task Order (consistent with the DBE dollar value included in the Proposal/Task Order), (2) monthly DBE payment documentation is required by the 20th day of the month following the month the work was performed, and (3) documents verifying that the DBE vendor was paid the amount specified in the Proposal/Task Order within 30 days after the contract ends. Consultants failing to provide COG required DBE documentation or meet DBE monthly payments will not be allowed to bid on any COG projects/task orders until any deficiency is corrected. Consultants who fail to meet the total DBE payment for any project will be suspended from bidding on any COG contracts/task orders for six (6) months.

Note: All questions on the DBE requirements should be sent to Rick Konrad at rkonrad@mwcog.org or call 202.962.3332.

<table>
<thead>
<tr>
<th>DBE SUBCONTRACTOR</th>
<th>PERCENTAGE OF CONTRACT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subcontractor:</td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td>Certifying State:</td>
<td>DBE Certification #</td>
</tr>
<tr>
<td>Subcontractor:</td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td>Certifying State:</td>
<td>DBE Certification #</td>
</tr>
<tr>
<td>Subcontractor:</td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td>Certifying State:</td>
<td>DBE Certification #</td>
</tr>
</tbody>
</table>
ATTACHMENT A
STANDARD TERMS AND CONDITIONS

The SUBRECIPIENT agrees to comply with mandatory standards and policies relating
to energy efficiency, which are contained in the state energy conservation plan issued


1. The SUBRECIPIENT agrees to comply with all applicable standards, orders or
regulations issued pursuant to the Federal Water Pollution Control Act, as
amended. The SUBRECIPIENT 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 SUBRECIPIENT also agrees to include these requirements in each
subcontract exceeding $100,000 financed in whole or in part with federal
assistance.

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

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

2. 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.

3. If any funds other than federal appropriated funds have been paid or will be
paid to any person for making lobbying contacts to an officer or employee of
an agency, a Member of Congress, an officer or employee of Congress, or an
employee of a Member of Congress in connection with this federal contract,
grant, loan, or cooperative agreement, the undersigned shall complete and
submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in
accordance with its instructions [as amended by "Government wide Guidance
Language in paragraph (b) herein has 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.)]

4. The undersigned shall require that the language of this certification be
included in the award documents for all sub-awards at all tiers (including
subcontracts, sub-grants, and contracts under grants, loans, and cooperative
agreements) and that all subrecipients shall certify and disclose accordingly.
5. 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.]

Date: ________________

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

______________________________________________ Signature of SUBRECIPIENT
Authorized Official

______________________________________________ Name of SUBRECIPIENT
Authorized Official

______________________________________________ Title of SUBRECIPIENT
Authorized Official

D. **Access to Records and Reports**, 49 U.S.C. § 5325

1. The SUBRECIPIENT 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 SUBRECIPIENT which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transactions.

2. The SUBRECIPIENT 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 SUBRECIPIENT agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case the SUBRECIPIENT agrees to maintain same until COG, the applicable state or federal funding agency, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
E. **Funding Agency Changes.**

The SUBRECIPIENT 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. SUBRECIPIENT failure to comply shall constitute a material breach of this Contract.

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

1. 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.

2. The SUBRECIPIENT 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 SUBRECIPIENT 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.

3. The SUBRECIPIENT also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with federal assistance.

G. **Recycled Products.** 42 U.S.C. § 6962

1. The Recycled Products requirements apply to all contracts for items designated by the EPA, when COG or the SUBRECIPIENT 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.

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

H. **No Government Obligation to Third Parties.**

1. The SUBRECIPIENT 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 SUBRECIPIENT, or any other person (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

2. The SUBRECIPIENT 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 SUBRECIPIENT that will be subject to its provisions.
I. **Program Fraud and False or Fraudulent Statements and Related Acts.**


1. The SUBRECIPIENT 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 SUBRECIPIENT 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 SUBRECIPIENT 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 SUBRECIPIENT or to the extent the Federal Government deems appropriate.

2. The SUBRECIPIENT 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 SUBRECIPIENT, to the extent the Federal Government deems appropriate.

3. The SUBRECIPIENT 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 SUBRECIPIENT who will be subject to the provisions.

J. **Termination.** 49 U.S.C. Part 18

Applicable to all contracts in excess of $10,000

1. **Termination for Convenience.** COG, by written notice, may terminate this Contract, in whole or in part, at any time by written notice to the SUBRECIPIENT when it is in COG's best interest. If this Contract is terminated, COG shall be liable only for payment under the payment provisions of this Contract for services rendered before the effective date of termination.

2. **Termination for Default (Breach or Cause).** If the SUBRECIPIENT fails to perform in the manner called for in this Contract, or if the SUBRECIPIENT 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 SUBRECIPIENT setting forth the manner in which the Contract is in default. The SUBRECIPIENT 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 SUBRECIPIENT had an excusable reason for not performing, such as strike, fire, or flood, events which are beyond the control of the SUBRECIPIENT, COG, after setting up a new delivery of performance schedule, may allow the SUBRECIPIENT to continue work, or treat the termination as a termination for convenience.
3. COG in its sole discretion may, in the case of termination for breach or default, allow the SUBRECIPIENT 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 SUBRECIPIENT fails to remedy to COG's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the ten (10) working days after receipt by the SUBRECIPIENT 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 the SUBRECIPIENT. Any such termination for default shall not in any way operate to preclude COG from also pursuing all available remedies against the SUBRECIPIENT and its sureties for said breach or default.

4. In the event COG elects to waive its remedies for any breach by the SUBRECIPIENT 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.


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 SUBRECIPIENT 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 SUBRECIPIENT 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 SUBRECIPIENT agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq. (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect activities undertaken in the course of this PROJECT. The SUBRECIPIENT 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 SUBRECIPIENT agrees to comply with apprenticeship. In addition, the SUBRECIPIENT 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 SUBRECIPIENT agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the SUBRECIPIENT 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 SUBRECIPIENT agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the SUBRECIPIENT agrees to comply with any implementing requirements the funding federal agency may issue.

3. The SUBRECIPIENT 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.

L. **Breaches and Dispute Resolution.**

1. **Disputes.** Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the COG Executive Director or his/her designee. This decision shall be final and conclusive, unless within ten (10) working days from the date of receipt of its copy, the SUBRECIPIENT mails or otherwise furnishes a written appeal to the Executive Director or his/her designee. In connection with any such appeal, the SUBRECIPIENT 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 SUBRECIPIENT, and the SUBRECIPIENT shall abide the decision.

2. **Performance During Dispute.** Unless otherwise directed by COG, the SUBRECIPIENT shall continue performance under this Contract while matters in dispute are being resolved.

3. **Claim for Damages.** Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for acts it is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

4. **Remedies.** Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between COG and the SUBRECIPIENT arising out of or relating to this agreement or its breach may be submitted by the parties for arbitration if the parties mutually agree, otherwise, such claims, counterclaims, disputes and other matters shall be decided by a court of competent jurisdiction within the District of Columbia.

5. **Rights and Remedies.** The duties and obligations imposed by the Contract and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or
available by law. No action or failure to act by COG or the SUBRECIPIENT 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.

M. Patent and Rights in Data.

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

a. The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; CDs or flash drives (thumbsticks/thumbdrives) containing data; and any other information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

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

i. 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 M.2.a and M.2.b 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 the SUBRECIPIENT using federal assistance.

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

a. 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 the SUBRECIPIENT 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.
b. Unless the Federal Government later makes a contrary determination in writing, irrespective of the SUBRECIPIENT status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the SUBRECIPIENT 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 the 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.

c. The SUBRECIPIENT 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.

N. 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.

O. Interest of Employees of COG.

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

P. Interest of the SUBRECIPIENT.

The SUBRECIPIENT 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 SUBRECIPIENT further covenants that, in the performance of this Contract, no person having any such interest shall be employed.

Q. Allowable Costs.

Only those costs which are consistent with Title 2 Part 200 of the Code of Federal Regulations shall be reimbursed under this Contract.

R. Covenant Against Contingent Fees.

The SUBRECIPIENT 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 SUBRECIPIENT upon contracts or sales secured or made through a bona fide established commercial or selling agency maintained by the SUBRECIPIENT for the purpose of securing business.

S. Indemnification.
The SUBRECIPIENT, acting as an independent SUBRECIPIENT, 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.

T. **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 of 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.

U. **Assignments.**

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

V. **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.

W. **Confidential or Personal Data.**

1. COG respects the privacy or business interests involved in confidential or personal data. It is COG’s policy to obtain confidential or personal data or store or allow storage of such data only (i) when necessary to fulfill COG's information-gathering and data collection responsibilities, or (ii) in conjunction with COG projects. COG intends to minimize risk of disclosure of such confidential or personal data.

2. Whenever feasible and the requirements of a project allow, the names of survey participants or users of a website or other data collection method shall not be accepted, recorded, stored or retained.

3. When COC engages in a project, which involves the collection or storage of confidential or personal information by or through use of surveys, websites or by other data collection, the following conditions shall be met:
   
   a. The survey, website or other collection method shall contain a set of conditions for use and a disclaimer of any COG liability for use, in language approved by COG in writing.

   b. The party(ies) working with COG shall demonstrate adherence to a federal or applicable state standard for protecting confidential or personal information.
c. The confidential or personal information collected or stored by or through the survey, website or other data collection shall be kept confidential. All necessary steps shall be taken to protect the privacy of the users of the website or other data collection. Any confidential or personal information provided by users of the website or other data collection, including but not limited to their names and addresses, shall be protected.

d. COG shall retain control over and ownership of all surveys, web pages, control files and scripts, database schema, and database contents, in addition to all content which is published on or stored by the website or other data collection, unless COG specifically agrees in writing otherwise.

e. No release of any announcements intended for public dissemination concerning the collection or storage of such information by or through the survey, website or other data collection shall occur until COG has given prior written authorization, unless COG specifically agrees in writing otherwise.

f. In the event that information collected or stored by or through the survey, website or other data collection shall be stolen or handled incorrectly, the party(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.

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

The [SUBRECIPIENT 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].

h. 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 SUBRECIPIENT or other party.

X. COG’s Policies and Procedures.

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

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

Z. **COG’s Facilities, Policies, and Procedures.**

Contractors that must use any of COG’s facilities or equipment must adhere to COG’s Facilities, Policies and Procedures. Contractors that utilize any AV or IT equipment through the use of COG’s facilities shall also comply with COG’s IT Policy. Such contractors will receive a copy of all relevant procedures prior to receiving access to COG’s IT systems.

AA. **Additional Requirements.**

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

BB. **DBE Assurance.**

The SUBRECIPIENT or ________________________ shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The SUBRECIPIENT shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of USDOT-assisted contracts. Failure by the SUBRECIPIENT to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the COG deems appropriate.

CC. **Audits.**

Per the Enhanced Mobility Circular, COG as the Designate Recipient for Enhanced Mobility funds will collect A-133 audit reports from the SUBRECIPIENT receiving more than $750,000 in federal funds. At a minimum, the SUBRECIPIENT is required to bring to COGTPB’s attention any audit findings relevant to its use of FTA funds. The SUBRECIPIENT is not subject to A-133 audit requirements and may require additional monitoring, in a format elected by COG, to ensure compliance.

DD. **FFATA Reporting.**

1. The Federal Funding Accountability and Transparency Act ("FFATA") requires prime recipients of federal grants and contracts to report sub-award and executive compensation data. COG is the prime recipient of federal awards for the purposes of this policy and is responsible for reporting sub-award data.

2. COG and first-tier sub-awardees are required to maintain current registration in the System for Awards Management ("SAM") as well as obtain a DUNS number. COG is responsible for filing the report in the FSRS system, not sub-awardees.
However, sub-award recipients must provide the following information to COG before they will be eligible to receive the sub-award:

a. The entity's information;

b. Description and/or title of the sub-award (including NAICS code or CFDA number);

c. Date and amount of award;

d. Location of the entity receiving the award and the primary location of performance under the award, including the city, state, congressional district, and country;

e. Active and current SAM unique identifier;

f. DUNS number;

g. Names and total compensation of the five (5) highest paid officers/executives of the sub-recipient if all three criteria are met:

i. Federal awards make up 80% or more of the SUBRECIPIENT's annual gross revenues; and

ii. the SUBRECIPIENT's annual gross revenue from federal awards is $25 million or more; and

iii. the SUBRECIPIENT's officer names are not publicly available and the public does not have access to data on executive compensation of the entity through the Securities and Exchange Commission (SEC) as described in further detail in OMB Guidance on Sub-award and Executive Compensation Reporting (August 27, 2010).

(COG, as the prime recipient of the federal award, must also report its own executive compensation data by the end of the month following the award if the same criterion noted above is met.)

EE. Priority of Requirements.

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

1. Terms and conditions of any grant that provides funding for this Contract, in whole or in part;

2. Terms and conditions set forth or referenced within this Contract;

3. Terms and conditions and representations set forth or referenced within Attachments A and B to this Contract;

4. Terms, conditions, specifications, and requirements set forth within any solicitation (e.g., RFP or IFB) pursuant to which this Contract was awarded;

5. Offers, representations, promises, terms and conditions set forth with the bid or proposal submitted in response to any solicitation (e.g., RFP or IFB) pursuant to which this Contract was awarded.
In submitting a bid in response to this RFP, the authorized signatory below acknowledges having read and understood the entire solicitation and agrees to accept the Terms and Conditions set forth in this RFP. The signatory below represents that he/she has the authority to bind the entity named below to the response submitted and any contract awarded as a result of this solicitation.

**Offeror /Contractor Information & Signature:**

<table>
<thead>
<tr>
<th>Company Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature:</td>
</tr>
<tr>
<td>Name (print):</td>
</tr>
<tr>
<td>Title:</td>
</tr>
<tr>
<td>Company Mailing Address:</td>
</tr>
<tr>
<td>Entity Type: (LLC, LP, etc.):</td>
</tr>
<tr>
<td>Phone/Fax:</td>
</tr>
<tr>
<td>Email:</td>
</tr>
</tbody>
</table>
ATTACHMENT C
CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS

The prospective Offeror 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 24 jurisdictions comprising the membership of the Metropolitan Washington Council of Governments (COG);
- Have not within a three year period preceding this date been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated above of this certification; and
- Have not within a three-year period preceding this date had one or more public transactions (Federal, State or local) terminated for cause or default.

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

________________________________________
Typed Name of Vendor

________________________________________
Typed Name & Title of Authorized Representative

________________________________________
Signature of Authorized Representative             Date
ATTACHMENT D

OFFEROR’S EXPERIENCE/REFERENCES

Name of Offeror ____________________________________________________________

Each Offeror must submit below a minimum of three (3) references each, from current or past clients, for whom Bidder has similar experience and scope of work.

Complete contact information for each reference, including name, telephone number, mailing address and E-mail address, must be included with the RFP.

A Bidder, which, in the sole judgment of the offeror, lacks sufficient specific experience, may be deemed non-responsible, and may not be considered for award of subsequent contract(s) by the Agencies.

1) Company Name __________________________________________________________________
   Contact Name_________________________________
   Mail Address ________________________________________________________________________
   __________________________________________________________________________________
   Telephone Number ______________ Email Address _________________________________
   __________________________________________________________________________________

2) Company Name ________________________
   Contact Name_______________________________________________________________________
   Mail Address ________________________________________________________________________
   __________________________________________________________________________________
   Telephone Number ______________ Email Address _______________________________________
   __________________________________________________________________________________

3) Company Name ___________________________________________________________________
   Contact Name_______________________________________________________________________
   Mail Address ______________
   __________________________________________________________________________________
   Telephone Number ______________ Email Address _________________________________
# Commuter Connections TDM Evaluation Schedule

**Target Date:** JUNE 2020

<table>
<thead>
<tr>
<th>Measure</th>
<th>Data Collection Activity</th>
<th>Deadline(s)</th>
<th>FY Completion</th>
</tr>
</thead>
<tbody>
<tr>
<td>Telework</td>
<td>2019 State of the Commute</td>
<td>January 2019</td>
<td>FY19 and FY20</td>
</tr>
<tr>
<td></td>
<td>Employer Telework Assistance (MD &amp; VA)</td>
<td>April 2020</td>
<td>FY20</td>
</tr>
<tr>
<td>Employer Outreach</td>
<td>Customer Satisfaction Survey</td>
<td>June 2019</td>
<td>FY19</td>
</tr>
<tr>
<td></td>
<td>Database Information From ACT!</td>
<td>December 2019</td>
<td>FY20</td>
</tr>
<tr>
<td>GRH Survey</td>
<td>In-depth GRH applicant</td>
<td>January 2019</td>
<td>FY19</td>
</tr>
<tr>
<td></td>
<td>Retention Rate Survey</td>
<td>January 2021</td>
<td>FY21</td>
</tr>
<tr>
<td>GRH Baltimore Survey</td>
<td>In-depth GRH applicant</td>
<td>January 2019</td>
<td>FY19</td>
</tr>
<tr>
<td>GRH Survey Reports (DC and Baltimore)</td>
<td>Impact Analysis Final Report</td>
<td>July 2019</td>
<td>FY21</td>
</tr>
<tr>
<td>Commuter Operations Center</td>
<td>Placement Rate Study</td>
<td>July – September 2017</td>
<td>FY18 (already completed)</td>
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</tbody>
</table>

3rd Quarter Survey by Oct/Nov 2017
<table>
<thead>
<tr>
<th>Measure</th>
<th>Data Collection Activity</th>
<th>Deadline(s)</th>
<th>FY Completion</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commuter Operations</td>
<td>Vanpool Driver</td>
<td>Mar/April 2020</td>
<td>FY20</td>
</tr>
<tr>
<td></td>
<td>Retention Rate Survey</td>
<td>Oct/Nov 2020</td>
<td>FY21</td>
</tr>
<tr>
<td></td>
<td>Analysis</td>
<td>December 2020</td>
<td>FY21</td>
</tr>
<tr>
<td>Marketing</td>
<td>State of the Commute</td>
<td>January 2019</td>
<td>FY19 &amp; FY20</td>
</tr>
<tr>
<td>Bike To Work Day</td>
<td>2019 Participant Survey</td>
<td>Nov/Dec 2019</td>
<td>FY20</td>
</tr>
<tr>
<td>Commuter Operations</td>
<td>Vanpool Driver Survey</td>
<td>June 2020</td>
<td>FY20</td>
</tr>
<tr>
<td>ALL</td>
<td>Regional State of the Commute Survey</td>
<td>January 2019</td>
<td>FY19 &amp; FY20</td>
</tr>
<tr>
<td>ALL</td>
<td>2017 TERM Analysis Report</td>
<td>January 2018</td>
<td>FY18 (already completed)</td>
</tr>
<tr>
<td>ALL</td>
<td>TDM Evaluation Framework Methodology</td>
<td>December 2018</td>
<td>FY19</td>
</tr>
<tr>
<td></td>
<td>2018 - 2020 TERM Analysis Report</td>
<td>January 2020</td>
<td>FY20 and FY21</td>
</tr>
</tbody>
</table>

*FY18 = July 1, 2017 – June 30, 2018*
*FY19 = July 1, 2018 – June 30, 2019*
*FY20 = July 1, 2019 – June 30, 2020*
*FY21 = July 1, 2020 – June 30, 2021*