REQUEST FOR PROPOSAL, RFP No. 17-010

October 13, 2016

TRANSFERABLE, MOBILE RADIATION DETECTION SYSTEMS FOR MULTIPLE JURISDICTIONS IN THE NATIONAL CAPITAL REGION

I. INTRODUCTION

The Metropolitan Washington Council of Governments ("COG") is the regional organization comprised of 22 of the Washington area's major local governments and their governing officials, plus area members of the Maryland and Virginia legislatures and the U.S. Senate and House of Representatives. COG provides a focus for action on issues of regional concern such as comprehensive transportation planning, air and water quality management plans, environmental monitoring, tracking economic development and population growth and their implications on the region, coordinating public safety programs, and promoting adequate 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 donations from foundations and the private sector. More information on COG may be found at www.mwcog.org.

II. BACKGROUND

The National Capital Region (NCR) is committed to preserving life and to promoting health and safety through pre-hospital treatment and transportation, fire prevention, fire suppression and rescue, law enforcement, and attentiveness to homeland security threats. With that said we strive through training, purchasing state of the art equipment, and utilizing the latest technological innovations to protect the citizens and avoid unnecessarily placing our responders at risk. Our role as the fire and emergency medical services departments, and law enforcement agencies requires us to perform early detection of radiological hazards and request the necessary local, state, and federal resources to further investigate and mitigate the accidental or intentional release of radiological materials.

The NCR is requesting to purchase approximately 5 Mobile Combo Mount, 1 Mobile Permanent Mount, and 1 Marine Mount for the Transferable Mobile Radiation Detection Systems (the amount to be purchased can change at the client’s request) that will meet the specifications listed below in order to ensure we are meeting the steady state and enhanced steady state goals set forth by the Securing the Cities initiative.
For more information on the STC program, please visit: http://hsema.dc.gov/page/securing-cities-stc-program

III. **SCOPE OF WORK**

COG desires to find a responsible and responsive Contractor to fulfill the requirements of this RFP. The Contractor, at COG’s direction, shall manage the purchasing of 5 Mobile Combo Mount, 1 Mobile Permanent Mount, and 1 Marine Mount Radiation Isotope Identification Detectors (the amount to be purchased may change at the client’s request) equipment participating agencies. The Contractor shall ensure the ordering agencies receive the listed equipment as specified below and in the approximate quantities as defined.

The Contractor must be an authorized Partner/Reseller capable of ordering and providing the equipment at the time of award selection. The Contractor shall provide COG with the complete (not partial) version specifications and quantities of the required equipment identified below. The most recent commercially available model, version or release of the specified equipment must be supplied. New items only; no refurbished, grey market, or previously used items will be accepted. “Grey market” is defined as trade of a commodity through distribution channels which are legal but are unofficial, unauthorized or unintended by the original manufacturer.

**TRANSFERABLE MOBILE RADIATION DETECTION SYSTEMS**

Instruments must meet or exceed all specifications listed in Attachment C:

IV. **PROJECT MANAGEMENT REQUIREMENTS**

1. Reports – Complete the following reports using templates and deadlines provided by the Task Lead:
   a. Weekly – Status of and work completed on delivery status;
   b. Monthly – Status of and work completed on deliverables, hours worked by project team on each deliverable, and status of budget compared to proposed budget;
      i. Input on this monthly report will also be used for invoicing requirements;
   c. Quarterly – Status of spending and completion of each deliverable included in the grant required Project Management Plan document; and
   d. Close-Out – Status of projects, close-out requirements, and best practices and lessons learned from processes used to complete deliverables.

2. Meetings – Participate in the following meetings as directed by the Task Lead:
   a. Weekly (30-60 minutes) – Conference call or meeting with Task Lead and associated contractor teams on the status of the deliverables and barrier identification;
b. Monthly (1 hour) – In-progress review with Senior Leadership to discuss progress, barriers, and budget issues; and
c. Close-Out (1 hour) – Discussion of deliverables, best practices, and lessons learned.

V. RIDER CLAUSE

The contract resulting from this procurement shall be available for use by any state or local agencies and the District of Columbia. However, COG has identified the following agencies as potential major users of the resulting contract.

<table>
<thead>
<tr>
<th>Agency</th>
<th>Address</th>
</tr>
</thead>
</table>
| Maryland State Police       | Maryland State Police  
6855 Deerpath Rd Ste G  
Elkridge MD 21075          |
| Maryland Natural Resource Police | Maryland Natural Resources Police, Special Operations  
306 Marine Academy Dr  
Stevensville, MD 21666    |
| Montgomery County Fire      | Chevy Chase Fire Department  
8001 Connecticut Ave Chevy Chase, MD                                   |
| Montgomery County Police    | Montgomery County Police Department  
14935-B - Door 7  
Rockville, MD 20850        |
| Price George County Fire    | Fire Station 816  
14901 Health Center Drive  
Bowie, MD 20716             |
| Prince George County Police | Prince George's County Police Department  
6700 Riverdale Road  
Riverdale, Maryland 20737 |
| Virginia State Police       | Virginia State Police  
9801 Braddock Road, Fairfax, Virginia 22032                             |
| City of Alexandria Fire     | City of Alexandria, Virginia Fire Dept.  
2800 Main Line Blvd.  
Alexandria, VA 22301       |
| City of Alexandria Police   | Alexandria Police Department  
3600 Wheeler Ave., Alexandria, VA 22304                                |
| Fairfax County Fire         | Fairfax County Fire & Rescue Department  
4621 Legato Road, Fairfax, Va. 22030                                    |
| Fairfax County Police       | Fairfax County Police Department  
Deliver to 3911 Woodburn Road Annandale VA 22003                        |
| Arlington County Fire       | Arlington County Fire Department Logistics  
1740 South Hayes St  
Arlington, VA 22202         |
VI. TYPE OF CONTRACT AND PERIOD OF PERFORMANCE

COG shall award a fixed price contract for **Section III Scope of Work and Section IV Project Management Requirements.** This price shall be inclusive of all expenses, profits, and fees. The period of performance of the contract will be from November 1, 2016 through October 31, 2017. COG may, at its own discretion, and based on the successful Contractor(s) performance, extend any contract awarded as a result of this procurement.
for up to four (4) additional option years. The price per unit once negotiated, prior to
award, shall be a fixed rate for the duration of the contract term and all subsequent
option periods. The selected Contractor will be notified 60 days in advance of the
termination date if the contract will be renewed for the ensuing option year.

VII. DEFINITIONS

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

b. Contractor – An individual or organization awarded the prime contract based on this
solicitation

c. Subcontractor- An individual or business firm contracting to perform part or all of a
Contractor’s contract.

d. Technical Selection Committee (“TSC”) - A group of individuals assigned to evaluate
proposals received in response to a Request for Proposals or an approved alternate
form of procurement, or specific aspects of such proposals.

VIII. SPECIAL CONDITIONS

The following conditions apply to the Contractor:

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

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

c. In the event the project is terminated by administrative action, the Contractor will be
paid for work actually performed prior to the date of termination.

d. Any work to be subcontracted to a "Subcontractor" shall be clearly identified and
such "Subcontractor" shall be approved by COG prior to contract issuance pursuant
to this RFP.

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

f. In case of failure by the Contractor and/or Subcontractor to perform the duties and
obligations imposed by the resulting contract, COG may, upon verbal notice, to be
confirmed in writing, procure the necessary services from other sources and hold the
Contractor and/or Subcontractor responsible for any and all additional costs
occasioned thereby.
g. The Contractor covenants that it presently has no interest, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. The Contractor further covenants that in the performance of this contract, no person having any such interest shall be employed.

h. It is understood that funding for the ensuing contract is contingent upon COG receiving funds from the sponsoring agency. Should funding from the sponsoring agency be delayed, for any reason, COG shall make a concomitant delay in funding to the Contractor.

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

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

IX. INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

The Contractor shall supply with its proposal the following:

1. An itemized list of all equipment based on a unit cost breakdown as per the approximate quantities outlined in Attachment C.
2. Specification sheets for all items including the names all manufacturers.
3. A project narrative including a timeline, as well as, an outline of the organization’s capabilities, capacities, and key employees who will be involved in fulfilling the contract requirements. This needs to include a definition of proposed associated contractor teams mentioned in Section IV(2)(a) above.
4. A list of at least three (3) references to which the Contractor supplied similar products and equipment.

COG is the procuring entity, and this procurement transaction will, in all aspects, be governed by COG’s own procurement policy and procedures. A copy of COG’s procurement policy is available to any potential offeror, by request. COG intends to award one or more contracts resulting from this solicitation to qualified, responsible Offeror(s) whose proposals conform to the requirements of this RFP and whose proposals are most advantageous to COG.

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

X. **QUESTIONS**

Technical or Administrative questions must be submitted in writing to COG Contract and Procurement Tracy Birkett (tbirkett@mwcog.org). Questions must be submitted by **Wednesday 19th, by 12noon.**

XI. **SUBMISSION AND CONTACT**

All respondents shall submit two (2) paper copies and one (1) PDF copy on CD or USB of their proposal to:

TRACY BIRKETT  
CONTRACTS AND PROCUREMENT  
METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS  
777 NORTH CAPITAL STREET, NE, SUITE 300  
WASHINGTON, D.C. 20002-4239

**Proposals shall be submitted by no later than 2:00 p.m., Friday October 28th, 2016.**  
Please place the RFP number on the outside of your submission. Proposals **MAY NOT** be submitted through email, fax or any other electronic methods.

XII. **METHOD OF EVALUATING PROPOSAL AND CONTRACTOR SELECTION**

**Proposal Evaluation**

The proposals will be evaluated by a Technical 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>Experience and capabilities of the Contractor</td>
<td>30</td>
</tr>
<tr>
<td>DBE Participation</td>
<td>15</td>
</tr>
<tr>
<td>Cost and Price Analysis</td>
<td>40</td>
</tr>
<tr>
<td>References</td>
<td>15</td>
</tr>
<tr>
<td><strong>Total Points</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>

**Contractor Selection**

The Technical Selection Committee may hold a pre-selection meeting with the top ranked proposers. The final recommendations for selection to the COG Contracting Officer may be made based upon the interviews and/or a best and final offer, submitted by the proposers if required.
Late Proposals

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

XIII. REFERENCES

In addition to the requirements above, the proposed Contractor, and any Subcontractor or "Other Subcontractor" shall provide references from a minimum of three (3) current/past clients who were provided goods or services of a similar nature to those provided in this RFP. Names, titles, addresses, and telephone numbers shall be included for each reference.

XIV. DISADVANTAGED BUSINESS ENTERPRISE

The Metropolitan Washington Council of Governments, in accordance with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000d 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.

Disadvantaged Business Enterprise (DBE) participation shall be an integral component of the Contractor selection procedure for this RFP. COG has established a DBE goal of 15% for this project. Respondents 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).

<table>
<thead>
<tr>
<th>PARTICIPATION</th>
<th>POINTS</th>
</tr>
</thead>
<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>
</tr>
<tr>
<td>35% or more</td>
<td>15</td>
</tr>
</tbody>
</table>

Please note that the Contractor will be required to track DBE for itself and any subcontractors in a manner required by COG with each submission of an invoice requesting payment.
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 in compliance with the Energy Policy and Conservation Act.

   a. 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.
   b. 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)
   The undersigned certifies, to the best of his or her knowledge and belief, that:
   a. 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.
   b. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). [Note: Language in paragraph (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.)]
   c. 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, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

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

The 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 and Title of SUBRECIPIENT Authorized Official
__________________________ Date


   a. 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.

   b. 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.

   c. 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.

5. **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.

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

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

   a. 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.

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

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

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

   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.

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

   a. 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.

   b. 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.
9. **Program Fraud and False or Fraudulent Statements and Related Acts.**

   a. 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.

   b. 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.

   c. 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.

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

    Applicable to all contracts in excess of $10,000

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

   b. **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.

c. 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.

d. 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.


a. 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.

b. Equal Employment Opportunity. The following equal employment opportunity requirements apply to the underlying contract:

i. 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.

ii. **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.

iii. **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.

c. 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.

12. **Breaches and Dispute Resolution.**

a. **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.

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

c. **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.
d. **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.

e. **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.

13. **Patent and Rights in Data.**

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

   i. 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.

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

      (a) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its federal license to any other party.

      (1) Any subject data developed under that contract, whether or not a copyright has been obtained; and
b. **Patent Rights.** The following requirements apply to each contract involving experimental, developmental, or research work:

   i. **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.

   ii. 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.

   iii. 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.

14. **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.

15. **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.

16. **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.

17. **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.

18. **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.

19. **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.

20. **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.

21. **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.

22. **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.

23. **Confidential or Personal Data.**

   a. COG respects the privacy or business interests involved in confidential or personal data. It is COG's policy to obtain confidential or personal data or store or allow storage of such data only (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.

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

   c. When 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:

      i. 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.

      ii. The party(ies) working with COG shall demonstrate adherence to a federal or applicable state standard for protecting confidential or personal information.

      iii. 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.

      iv. 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.

      v. 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.

      vi. 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.

vii. 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].

viii. 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.


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.

25. 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.


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.
27. 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.

28. 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.

29. Audits.

Per the Enhanced Mobility Circular, COG as the Designated 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.

30. FFATA Reporting.

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.

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:

- The entity's information;
- Description and/or title of the sub-award (including NAICS code or CFDA number);
- Date and amount of award;
• Location of the entity receiving the award and the primary location of performance under the award, including the city, state, congressional district, and country;

• Active and current SAM unique identifier;

• DUNS number;

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

  (1) Federal awards make up 80% or more of the SUBRECIPIENT’s annual gross revenues; and

  (2) the SUBRECIPIENT’s annual gross revenue from federal awards is $25 million or more; and

  (3) 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.)

31. **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:

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

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

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

d. Terms, conditions, specifications, and requirements set forth within any solicitation (e.g., RFP or IFB) pursuant to which this Contract was awarded;
e. 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
ATTACHMENT B
STANDARD TERMS AND CONDITIONS FOR PUBLIC BODIES

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

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

(To be submitted with each bid or offer exceeding $100,000)
The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds or than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions [as amended by “Government wide Guidance for New Restrictions on Lobbying,” 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein as been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et.seq.)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

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

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

___________________Signature of CONTRACTOR Authorized Official

___________________Name and Title of CONTRACTOR Authorized Official

_______________Date

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

V. Funding Agency Changes
CONTRACTOR shall at all times comply with all applicable state and federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the funding agreement between such agency and COG, as they may be amended or promulgated from time to time during the term of this contract. CONTRACTOR failure to comply shall constitute a material breach of this contract.
VI. Clean Air – 42 U.S.C. 7401 et seq
The Clean Air requirements apply to all contracts exceeding $100,000, including indefinite quantities where the amount is expected to exceed $100,000 in any year.

1. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The CONTRACTOR agrees to report each violation to COG and understands and agrees that COG will, in turn, report each violation as required to assure notification to the funding federal agency, if any, and the appropriate EPA regional office.

2. The CONTRACTOR also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance.

VII. Recycled Products – 42 U.S.C. 6962
The Recycled Products requirements apply to all contracts for items designated by the EPA, when COG or the CONTRACTOR procures $10,000 or more of one of these items during the fiscal year, or has procured $10,000 or more of such items in the previous fiscal year, using federal funds.

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

VIII. No Government Obligation to Third Parties
1. The CONTRACTOR acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities of COG, the CONTRACTOR, or any other person (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

2. The CONTRACTOR agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clause shall not be modified, except to identify the CONTRACTOR that will be subject to its provisions.

1. The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et. seq. and all appropriate federal agency regulations apply to its actions pertaining to this Project. Upon execution of the underlying contract, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract of the Federally assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the CONTRACTOR further
acknowledges that if it makes, or caused to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR or to the extent the Federal Government deems appropriate.

2. The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance, the Federal Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the CONTRACTOR, to the extent the Federal Government deems appropriate.

3. The CONTRACTOR agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to the provisions.

X. Termination – 49 U.S.C. Part 18

Applicable to all contracts in excess of $10,000

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

b. Termination for Default [Breach or Cause] – If the CONTRACTOR fails to perform in the manner called for in this contract, or if the CONTRACTOR fails to comply with any other provisions of the contract, COG may terminate this contract for default. Termination shall be effected by serving a notice of termination on the CONTRACTOR setting forth the manner in which the Contract is in default. The CONTRACTOR will only be paid the contract price for services performed in accordance with the manner of performance set forth in the contract. If it is later determined by COG that the CONTRACTOR had an excusable reason for not performing, such as strike, fire, or flood, events which are beyond the control of the CONTRACTOR, COG, after setting up a new delivery of performance schedule, may allow the CONTRACTOR to continue work, or treat the termination as a termination for convenience.

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

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

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


1. Nondiscrimination – In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the CONTRACTOR agrees to comply with applicable Federal implementing regulations.

2. Equal Employment Opportunity – The following equal employment opportunity requirements apply to the underlying contract:

a. Race, Color, Creed, National Origin, Sex – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, the CONTRACTOR agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note), and with any applicable Federal Statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the course of this Project. The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CONTRACTOR agrees to comply with any implementing requirements the funding federal agency may issue.

b. Age – In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and other applicable law, the CONTRACTOR agrees to refrain from discrimination against present and prospective employees for reason of age. In
addition, the CONTRACTOR agrees to comply with any implementing requirements the funding federal agency may issue.

c. **Disabilities** – In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR agrees to comply with any implementing requirements the funding federal agency may issue.

3. The CONTRACTOR also agrees to include these requirements in each subcontract financed in whole or in part with Federal Assistance, modified only if necessary to identify the affected parties.

**XII. Breaches and Dispute Resolution**

**Disputes** – Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the COG Executive Director or his/her designee. This decision shall be final and conclusive unless within ten (10) working days from the date of receipt of its copy, the CONTRACTOR mails or otherwise furnishes a written appeal to the Executive Director or his/her designee. In connection with any such appeal, the CONTRACTOR shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Executive Director or his/her designee shall be binding upon the CONTRACTOR and the CONTRACTOR shall abide the decision. CONTRACTOR may appeal this decision to court.

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

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

**Remedies** – Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between COG and the CONTRACTOR arising out of or relating to this agreement or its breach 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.

**Rights and Remedies** – The duties and obligations imposed by the Contract and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by COG or the CONTRACTOR shall constitute a waiver or any right or duty afforded to them under the Contract, not shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.
XIII. Patent and Rights in Data

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

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

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

(b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)\textsuperscript{1} and (2)(b)\textsuperscript{2} of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and

2. Any rights of copyright purchased by the Purchaser or CONTRACTOR using Federal assistance.

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

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

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

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

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

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

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

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

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

XIX. Indemnification (Not applicable to State or Local Governments)
The CONTRACTOR, acting as an independent CONTRACTOR, shall hold COG harmless from and shall be solely responsible, where found liable, for the payment of any and all claims for loss, personal injury, death, property damage, or otherwise, arising out of any act of omission or negligence of its employees or agents in connection with the performance of this work.
The above section does [ ]/ does NOT [ X ] apply to this agreement.

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

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

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

XXIII. Confidential or Personal Data

a. COG respects the privacy or business interests involved in confidential or personal data. It is COG’s policy to obtain confidential or personal data or store or allow storage of such data only 1) when necessary to fulfill COG’s information-gathering and data collection responsibilities, or 2) in conjunction with COG projects. COG intends to minimize risk of disclosure of such confidential or personal data.

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

c. When COG engages in a project, which involves the collection or storage of confidential or personal information by or through use of surveys, websites or by other data collection, the following conditions shall be met:

1) The survey, website or other collection method shall contain a set of conditions for use and a disclaimer of any COG liability for use, in language approved by COG in writing.

2) The party(ies) working with COG shall demonstrate adherence to a federal or applicable state standard for protecting confidential or personal information.

3) The confidential or personal information collected or stored by or through the survey, website or other data collection shall be kept confidential. All
necessary steps shall be taken to protect the privacy of the users of the website or other data collection. Any confidential or personal information provided by users of the website or other data collection, including but not limited to their names and addresses, shall be protected.

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

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

6) In the event that information collected or stored by or through the survey, website or other data collection shall be stolen or handled incorrectly, the party(ies) working with COG on the project shall be responsible for any required notification to persons who have entered personal information in that system and all costs related thereto.

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

The [CONTRACTOR or other party] shall indemnify and hold COG harmless from and shall be solely responsible, for the payment of any and all claims for loss, personal injury, death, property damage, infringement or misappropriation of any third party’s intellectual property rights, violation of privacy, confidentiality or otherwise, arising out of any act of omission or negligence of its employees or agents in connection with the performance of the work under this [agreement or memorandum of understanding]. (Not applicable to State or Local Governments)
The above paragraph does [ ]/ does NOT [ X ] apply to this agreement.

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

XXVI. Priority of Requirements

In the event of a conflict between or among any of the terms, conditions and requirements applicable to this CONTRACT, the conflict shall be resolved by 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.

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

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

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

SECTION A: REQUIREMENTS FOR TRANSFERABLE, MOBILE RADIATION DETECTION SYSTEMS

Description of Work
The vendor will provide transferable mobile radiation detection systems that meet the requirements set forth in this Section A and be designed to meet the requirements of ANSI N42.43 (2016). Any exception must be listed with an explanation of why the system does not meet, or is not expected to meet, the requirement.

General System Requirements
The system shall:

A.1) Perform spectroscopic gamma detection/isotope identification and neutron counting.

A.2) Be capable of supporting 4 or more spectroscopic gamma detectors and 2 or more neutron detector modules (and operate with fewer detectors if desired). In addition, the ability to support different types and sizes of gamma and neutron detectors, to provide versatility in detector configurations and to support potential future upgrades, is an asset.

A.3) Provide left versus right directionality information about alarm and radiation levels from the gamma and neutron detectors, by visual and/or audible indicators.

A.4) Be operable in the cargo area of a variety of SUV-type vehicles, and not exceed the maximum payload capacity of these vehicles, assuming a passenger/other cargo payload of 750 lb. Flexibility for operation in other vehicles is an asset.

A.5) Be easily transferable from one SUV to another (i.e. no subassembly shall weigh more than 100 lb and all subassemblies shall be easy to disconnect, transfer, and reconnect.

A.6) Have modular subassemblies which can be serviced/replaced independently. Each gamma and neutron detector module must be independent to allow for reconfiguration in a variety of vehicles.

A.7) Have an operating temperature of at least -4°F to +122°F (-20°C to +55°C).

A.8) Operate during and after exposure to relative humidity levels of up 93% relative humidity at an ambient temperature of +40°C (+104°F).

A.9) Be capable of accepting a power input range of at least 10 VDC to 30 VDC and be able to operate off ground vehicle power.

A.10) Include an option for an easily-accessible system power switch in the passenger compartment of the vehicle.

A.11) Include GPS-tagging of sensor data.

A.12) Support data transfer from the system to state, local and National-Level Reachback centers using an integrated cellular connection.

A.13) Include an integrated Wi-Fi capability to allow authorized users to connect to the system through web-enabled devices in order to monitor/operate the system from outside of the vehicle.

A.14) Be capable of supporting rapid firmware and software upgrades through a vendor provided network/service, without requiring on-site Vendor support.
A.15) The system software shall be easy to re-install and/or upgrade through the use of a software installer tool (e.g., installation wizard).

A.16) Be supplied with a user manual, which clearly describes the operation of the system.

**Gamma Detector Subassembly Requirements**

The gamma detector subassemblies shall:

A.17) Use sodium-iodide (NaI) detectors.

A.18) Provide an energy range of at least 20 keV to 3000 keV.

A.19) Provide spectra with 1024 channels or more.

A.20) Be ruggedly packaged to protect the detectors from mechanical and thermal shock, while enabling easy transfer from one vehicle to another.

A.21) Use quick-connect, military-grade, locking connectors to connect the sensors to the rest of the system.

**Neutron Detector Subassembly Requirements**

The neutron Detector subassemblies shall:

A.22) Be sufficiently flexible to support both He-3-based neutron detectors and alternate neutron detection technologies that do not rely upon He-3 gas.

A.23) Provide a neutron sensitivity of at least 1.4 cps/ng for a moderated Cf-252 source at 2 meters, when operated in the stationary vehicle.

A.24) Provide a gamma rejection performance of better than $1 \times 10^{-6}$ using 10mR/h of Co-60.

A.25) Be ruggedly packaged to protect the detectors from mechanical shock, while enabling easy transfer from one vehicle to another.

A.26) Use quick-connect military grade or equivalent, locking connectors to connect the sensors to the rest of the system.

**Software Requirements**

The system software shall:

A.27) Perform energy calibration and gain stabilization automatically, with no radioactive check sources required.

A.28) Perform automatic, spectroscopic isotope identification using an isotope library that contains, at a minimum, all isotopes listed in Section 6.14.1 of the ANSI N42.43-2016 standard. The isotope library shall permit customization by authorized users, including enabling or disabling isotopes, assigning alarm categories, adding new isotopes, and/or modifying alarm criteria for any particular isotope.


A.30) Automatically update the background gamma and neutron levels in real-time to reflect changes in the environment, while including provisions to prevent contamination of the background due to the presence of radioactive sources.

A.31) Include both continuous and manual modes of operation. Continuous mode shall allow the system to constantly scan its surroundings, analyzing data on a regular interval and immediately providing detection/identification alarms. Manual mode shall allow the user to manually start and stop data collection.
and shall have a long-dwell option to allow the user to scan for a user-defined length of time, after which the collected data will be aggregated and analyzed.

A.32) Allow data to be easily downloaded to a USB memory device.

A.33) Output data in ANSI N42.42 (2012)-compliant format; other formats are acceptable in addition to the ANSI format.

A.34) Operate on a Panasonic Toughbook (minimum 13” screen size, with touchscreen) or comparable ruggedized laptop computer.

The user interface shall:

A.35) Be easy to read, suitable for use by a law enforcement officer or other designated first responder, and designed for low operator visibility during night-time operations.

A.36) Provide a histogram view, showing gamma and neutron count rates, in real-time.

A.37) Provide left and right dose rate (combined gamma and neutron dose rate) information, in real-time.

A.38) When an alarm occurs, provide a clear visual indication to the user which includes the alarm category, left or right side detector(s) indication, and isotope identification (if known) and allow the user to acknowledge the alarm.

A.39) Include a real-time mapping capability, which displays a map of the vehicle’s current location and direction based on GPS data and indicates the location of the alarms.

A.40) Allow the user to view a gamma spectrum associated with an alarm.

A.41) Provide audible alarms, announcing the orientation (left/right side) of the detector(s) causing the alarm (left or right side) and announcing the alarm category. The audible alarms shall also have an option to be muted.

A.42) Include a searchable alarm table that allows the user to search previous alarms by isotope, alarm category, left or right side, confidence level, date and time.

A.43) Include system health indicators, to indicate if the system is fully functional or experiencing any health errors and also indicating whether a GPS signal is available at the current location.

A.44) Include a help screen, which provides the user with system help information and allows the user to submit a technical support request to the Vendor using the cellular connection.

A.45) Support the ability for the Vendor to remotely access the system, with user consent, in order to provide technical support when requested.

A.46) Facilitate state and local as well as Nation-Level Reachback activities, including auto-population of alarm information into DNDO Joint Analysis Center (JAC) forms, the Department of Energy Triage form, or other similar forms provided by the region at the time of purchase.

A.47) Software must be able to export data directly from laptop to STC Information Sharing Environment, which is built with ESRI Portal technology and is an Open Geospatial Consortium product. More details will be provided to the vendor after an award had been made.

Training Requirements

A.46) After purchase, vendor is responsible for scheduling and performing up to 3 days of training at various locations TBD in the region. Each day shall be up to 8 hours and will include not more than 15 students, on site in the NCR region. If the region elects not to use all 3 training days, these training days may be substituted for one full day of onsite vendor technical support visit, as requested by the region.