



# Metropolitan Washington Council of Governments

## REQUEST FOR PROPOSAL RFP# 17-018

June 2, 2017

### ASSISTANCE CONDUCTING THE 2017 WASHINGTON-BALTIMORE REGIONAL AIR PASSENGER SURVEY

#### I. METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS

The Metropolitan Washington Council of Governments (“COG”) is the regional organization of the Washington area's 23 major local governments and their governing officials, plus area members of the Maryland and Virginia legislatures and the U.S. Senate and House of Representatives.

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

The *National Capital Region Transportation Planning Board (“TPB”)* is responsible for coordinating transportation planning at the regional level in Northern Virginia, Suburban Maryland and the District of Columbia. The TPB is the federally designated Metropolitan Planning Organization (“MPO”) for the region, and plays an important role as the regional forum for transportation planning. The TPB prepares plans and programs that the federal government must approve 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.

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.

#### II. PROJECT OVERVIEW

In conjunction with the Metropolitan Washington Airports Authority (MWAA) and the Maryland Aviation Administration (MAA), COG will be conducting a survey of air passengers using the region’s three major commercial airports:

- a) Baltimore/Washington International Thurgood Marshall Airport (BWI)
- b) Ronald Reagan Washington National Airport (DCA)
- c) Washington Dulles International Airport (IAD).

This will be the thirteenth in a series of air passenger surveys. Previous air passenger surveys were conducted in 1981-82, 1987, 1992, 1998, 2000, 2002, and every two years since 2005. The purpose of these regional air passenger surveys is to collect information about changing travel patterns and user characteristics of air passengers at the region's three commercial airports and to help determine airport terminal and groundside facility needs.

The 2017 Regional Air Passenger Survey ("APS") is designed as an at-gate lobby interview survey. Interviewers will distribute survey questionnaires to departing air passengers in the gate holding areas for pre-selected flights. The interviewers will then collect the filled-out questionnaires as the passengers complete them or as the passengers are called to board their flight. Late arriving passengers will be given a survey questionnaire with a postage paid mail-back envelope and asked to fill in the questionnaire during their flight and return it by mail.

The 2017 APS will use the same survey instrument as the 2015 APS; only the year on the front of paper questionnaire will need to be changed. The questionnaire for the 2017 must be designed so that completed surveys can either be machine-read (by optical character recognition scanners or other technology) or manually keypunched to create a digital survey file that meets COG specifications. In addition, for the 2017 APS COG plans to offer (as in the two previous surveys) an on-line survey option that can be completed in the gate area using a smart phone, tablet, computer, or other compatible device in lieu of completing a paper survey, or, in the event of passengers arriving late to the gate area, completed on-line in lieu of mailing back a paper survey in a mail-back envelope.

Based on previous surveys, a random sample of between 500 and 600 domestic flights and 50 to 90 international flights will be selected. The sampling methodology is being carefully calibrated by COG staff to ensure that the survey sample is representative of recently observed and known short-term planned flight operations at each of the three airports. The exact number of flights to be surveyed at each airport will not be known until the final flight sample is drawn by COG, expected in August or September 2017.

The survey interviewing of air passengers on the random sample of selected flights will be conducted over a fourteen (14) day period beginning the week of October 1, 2017. Any sampled flights that cannot be surveyed in this two-week period, or flights that are surveyed during the two-week period, but have response rates of less than 20% of the revenue passenger count, will be resurveyed in a one-to-two-week period beginning October 15, 2017. Based on the experience of prior regional air passenger surveys conducted by COG, it is estimated that approximately 5% to 10% of the sampled flights will need to be resurveyed in the make-up period.

### **III. SCOPE OF WORK**

COG is seeking to contract with a qualified firm to provide the field staff needed to conduct the 2017 APS, provide services to design and print the written survey questionnaire, scan or keypunch the completed surveys to create an initial digital survey file, and design, develop, and administer the on-line version of the survey. The on-line responses will also need to be incorporated into the digital survey file created from the written responses.

#### **Task 1: Survey Design and Printing**

COG will provide the contractor with the final version of the 2015 APS questionnaire that will be used (with the year changed) as the 2017 APS questionnaire. The final questionnaire must be no longer than one (1) double-sided page and preferably machine-readable. There must be questionnaires for

each of the three airports that clearly identify the airport being surveyed (BWI, DCA, or IAD) along with the questions and response options specific to that airport (for example, a question on means of transportation to the airport includes Amtrak and MARC and light rail as a possible response for BWI, but not for DCA or IAD). Each questionnaire must contain a unique identifier (airport, survey number) that will correspond with its resulting record in the digital survey file developed by the contractor. COG will provide ranges of survey identifiers by airport to link questionnaires with specific flights. Questionnaires must be printed on appropriate paper stock to achieve a professional appearance.

***Deliverables: final printed questionnaires in quantity sufficient for completion of survey and PDF of print files.***

## **Task 2: On-Line Survey**

COG's research continues to demonstrate that full digital administration of the APS (with hand held field devices distributed to potential respondents rather than paper questionnaires) is cost prohibitive and not yet sufficiently proven in an at-gate survey requiring high response rates; however, continuing to offer an on-line survey option as an alternative to a paper questionnaire is a viable option and offers the possibility of improved response rates and reduction in ambiguous responses. Under this task, the contractor will be responsible for designing, developing, and administering an on-line version of the APS.

The on-line version of the survey must have the same appearance and content as the paper questionnaire for each of the three airports. It must be accessible by mobile devices (smartphones, tablets, etc.) as well as by computers and other compatible devices. The contractor will house the on-line survey on secure computer servers and should provide documentation of such security and procedures and policies in place to protect respondent confidentiality for the digital survey. Contractor shall provide a simple and appropriate URL for the survey address that respondents can use and enter their information using a unique identifier to avoid duplicate survey records. The on-line survey must also allow saving of sessions so that respondents can go back later to complete their survey, if necessary. The on-line survey instrument will contain appropriate programming logic (conditional responses, drop-down boxes, radio buttons, skip patterns, etc.) to reduce errors or illogical answers, as well as to improve the efficiency of the survey.

The contractor will make the on-line version of the survey available to COG for a pre-test no later than one month before the beginning of the actual survey period and will make modifications based on COG feedback from the pre-test.

***Deliverable: on-line survey.***

## **Task 3: Survey Field Work and Administration**

The contractor's field staff will be responsible for all field activities relating to the distribution, collection and storage of the survey questionnaires at the region's three commercial airports. In addition to the actual distribution and collection of survey questionnaires, this work will include appropriate coordination of survey interviewing operations with airport and airline personnel and the provision of assistance to air passengers needing help in completing the survey questionnaire or with questions about the survey and its purpose. Some basic record-keeping and preparation for each day's survey interviewing activities will also be required. Based on previous air passenger survey experience, below are COG's recommended minimum contractor staffing levels for the 2017 survey.

- **One (1) Survey Supervisor at each airport.** Survey Supervisors will be responsible for the overall management of survey field operations at their assigned airport. Specific responsibilities of the Survey Supervisors will include pre-survey set up and training activities; overall supervision of survey interviewing during the main two-week survey period and the following resurvey make-up period of up to two weeks; appropriate coordination of survey interviewing operations with COG staff and airport personnel; and keeping COG project management staff up-to-date on daily survey activities. COG expects that the Survey Supervisor for each airport will be fully accessible anytime during survey operations and will work directly with the Lead Assistants at each airport to resolve any problems that may arise.
- **Two (2) Lead Assistants at each airport.** One Lead Assistant will work a morning shift (approximately 5:00 AM to 2:00 PM) and the other Lead Assistant will work an evening shift (approximately 2:00 PM to 11:00 PM). The Lead Assistants will work in conjunction with a Survey Supervisor to cover all airport field office functions. Specific responsibilities will include the scheduling and assignment of field staff interviewers to specific survey flights, the preparation and checking of survey questionnaire packets for each sampled flight to be surveyed during their work shift, review of the returned survey questionnaires after each flight is surveyed to determine an adequate number of valid completed questionnaires for that flight, and maintenance of a survey flight log book. Lead Assistants will also be expected to perform some survey interviewing if not enough survey interviewers are available for a specific work shift.
- **Ten (10) Survey Interviewers at each airport.** Survey Interviewer schedules will be based on the flight departure times in the survey sample; proposers should expect that working hours will begin as early as 4:00 a.m. and as late as Midnight depending on the airport and daily flight schedule. The exact schedule and work shifts for each Survey Interviewer should be determined once the final flight sample has been drawn.

Contractor shall transmit a daily flight log from each airport indicating the flights surveyed that data and their status (successful or resurvey).

All survey field staff must successfully complete airport security clearances and badge procedures prior to the start of the survey. The contractor is responsible for ensuring that enough badged personnel are available for the survey period. This means that the contractor must propose sufficient survey field staff at the start of this contract to successfully complete all survey field operations, taking into consideration reasonably expected field staff turnover during this contract. Proposers should note that the TSA screening and airport badging process can be unpredictable and differs at each of the three regional airports, and should plan accordingly when developing their project schedule and budget.

All survey field staff will be needed for a brief training and on-site airport orientation session during the week before the start of the survey operations. A limited number of survey interviewers at each airport will need to be retained for the one-to-two-week resurvey make-up period. The contractor must ensure mobile telephones with the ability to send and receive email will be available for all key survey personnel, including the survey supervisors and lead supervisors. Survey field staff with foreign language skills is highly desirable.

Transportation costs for survey field staff will be reimbursed at 100 percent of the cost for public transportation use, and at the most current GSA published mileage rate per mile for private automobile use. The contractor will arrange for parking passes for field staff at the three airports.

Once the survey flight sample has been finalized, the contractor may not modify it except in cases of extenuating circumstances, and only with prior approval by the COG project manager.

***Deliverables: survey staffing plan, field staff, successful completion of survey field data collection for all sampled flights, including re-surveys, and daily flight logs.***

#### **Task 4: Create Digital Survey File**

Contractor shall store completed survey questionnaires in a secure location prior to, during, and after creation of the digital survey file and should provide documentation of the secure location and polices in place to protect respondent confidentiality. Contractor should plan on creating the digital file either through keypunching (data entry) or OCR scanning or equivalent technology. COG's preference is for digital survey file creation to proceed as surveys are completed and accepted (i.e., if the flight does not need to be resurveyed). All completed survey questionnaires (including those from flights that were resurveyed) must be returned to COG at conclusion of the contract. Contractor should document their digital file creation procedures, including policies for quality assurance / quality control and recovery in the event of data loss (either digital or physical). COG will provide contractor with a digital file specification (fields, data types, field widths, etc.) prior to the start of data entry or scanning.

***Deliverable: digital survey file meeting COG specifications and including all completed printed and on-line surveys.***

#### **Role of COG in the Scope of Work**

COG will be responsible for the overall direction of the 2017 APS. A project manager, appointed from COG staff, will be responsible for reviewing and approving the survey contractor's work plan, coordinating the contractor's work with airport and airline personnel as appropriate, managing the involvement of other COG staff in this project, and monitoring the progress of all survey activities to ensure their successful completion.

In addition to an overall project manager, two (2) assistant project managers will also be appointed from COG staff. At least one of these assistant project managers will be badged at all three airports. The two COG assistant project managers will monitor daily progress on survey activities and provide basic logistic and other support to the contractor's Survey Supervisors at each airport. The COG assistant project managers will also be responsible for coordination with airport personnel for the setup of survey field offices at each airport, the delivery of survey questionnaire packets and other materials to the airport survey field offices, the pick-up of completed survey questionnaires and the breakdown of the field offices upon completion of survey field operations. The COG assistant project managers will be in close daily communication with the Survey Supervisors at each airport to monitor the progress of survey field operations and to assist them in the resolution of any reported problems.

COG will be responsible for the postage paid mail-back envelopes and all other attendant survey materials (survey packets including tracking and log sheets, flight identifiers, gate announcements, etc.). In Task 1, the contractor is responsible for the final development and printing of the survey questionnaire and must deliver the completed questionnaires to COG to allow sufficient time for staff to prepare the survey packets. In Task 3, COG staff will also be responsible for generating the sample of flights to be surveyed and providing the Survey Supervisors at each airport a listing of the flights that will be surveyed, by date, departure time and airline. Once the survey flight sample has been finalized, the contractor may not modify it except in cases of extenuating circumstances, and only with prior approval by the COG project manager. In Task 4, COG will provide digital file

specifications to the contractor prior to data entry so that scanning and digitization can proceed as surveyed flights are completed and accepted.

**IV. DEFINITIONS USED IN THIS DOCUMENT**

COG	The Metropolitan Washington Council of Governments
Contractor	The term used throughout this document to describe the individual or organization awarded the prime contract based on this solicitation.
Contracting Officer	The Executive Director of the Metropolitan Washington Council of Governments
MAA	The Maryland Aviation Administration
MWAA	The Metropolitan Washington Airports Authority
TPB	Transportation Planning Board
Technical Selection Committee	The Committee established to review the proposals received under this solicitation and recommend selection of contractors to the COG Contracting Officers.
Subcontractor	Any subcontractor hired by the contractor.

**V. SPECIAL CONDITIONS**

The following conditions apply to the Contractor selected:

- a. Federal, state or foreign taxes are not allowable.
- b. Legal fees of any type are not allowable without prior written approval of COG Contracting Officer.
- c. In the event the project is terminated by administrative action, the Contractor will be paid for work actually performed 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.
- e. The Contractor, 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.
- 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 within 30 days following the receipt of a correct invoice from the contractor and approval of the COG Project Manager. Contractor shall submit its final invoice within 30 days after expiration of the contract.
- j. 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 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 Contractor 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**

- a. The period of performance shall begin once the Executive Director of COG has signed a contract and continue through January 31, 2018.
- b. The Contract will be issued as a fixed-price contract, not to exceed \$220,000.

**VIII. CONTENT OF PROPOSAL**

All Contractors 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:

Section 1. Qualifications of the firm and key personnel

This section shall provide the professional credentials and expertise of the Offeror and key personnel assigned to this project.

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

Section 2. Proposed method to accomplish the work

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

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

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

This section shall provide the total costs by work task, including all expenses, profits and fees to be charged to COG for providing the services described above.

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

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

**IX. PROPOSAL QUESTIONS AND PRE-BID CONFERENCE**

A pre-bid conference for this RFP will be held on **Monday June 12, 2017 at 11 :00 a.m. – 12:00 p.m.**

Location:  
Conference Room #3  
Metropolitan Washington Council of Governments  
777 North Capitol St, NE, Suite 300  
Washington, DC, 20002-4290

Prior to the conference, technical questions concerning the RFP must be submitted in writing to Richard Roisman at [rroisman@mwkog.org](mailto:rroisman@mwkog.org)

Please email Alieu Turay, Contracts and Purchasing Specialist II at [aturay@mwkog.org](mailto:aturay@mwkog.org) if you plan to attend this meeting. Procedural or administrative questions about the RFP should also be emailed to Alieu Turay. 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 two (2) 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., Friday, June 30, 2017.**

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:

<b>Factor</b>	<b>Points</b>
Understanding and methodology used for the project	30
Demonstrated knowledge and experience of Key Personnel and availability of Key Personnel	30
Cost and Price Analysis	25
DBE Participation	15
<b>Total Points</b>	<b>100</b>

**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**

Disadvantaged Business Enterprise (“DBE”) participation shall be an integral component of the Contractor 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).

**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.

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

A total of 15 possible points (out of a maximum of 100 points) may be awarded for DBE participation, as measured in dollars, either as the Contractor or "Subcontractor". In the event of a tie score between two or more proposals, the proposal with the largest percentage of DBE participation, as measured in dollars, will be awarded the contract. DBE points are to be awarded as follows:

**PARTICIPATION POINTS**

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

Federal Law - CFR Part 26.37 (Monitoring Performance) requires the Metropolitan Washington Council of Governments to include a monitoring and enforcement mechanism to ensure that work committed to DBEs at task order award is performed by DBE's.

To comply with this requirement, the awarded vendor is required to provide Alieu Turay, COG Contracts and Purchasing Specialist II: (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 20<sup>th</sup> 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. Vendors 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. Vendors who fail to meet the total DBE payment for any project will be suspended from bidding on any COG contracts/task orders for six months.

All questions on these requirements should be sent to Alieu Turay at [aturay@mwkog.org](mailto:aturay@mwkog.org) or call 202.962.3243.

**SAMPLE DBE PARTICIPATION PLAN**

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

**ATTACHMENT A**  
**STANDARD TERMS AND CONDITIONS**

**1. Energy Conservation.** 42 U.S.C. § 6321 *et seq.*

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.

**2. Clean Water Requirements.** 33 U.S.C. § 1251 *et seq.*

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.

**3. Lobbying.** 31 U.S.C. § 1352 *et seq.*

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

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

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, sub-grants, 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

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

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.**

31 U.S.C. § 3801 *et seq.*

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.

**11. Civil Rights Requirements.** 29 U.S.C. § 62, 42 U.S.C. § 2000, 42 U.S.C. § 602, 42 U.S.C. § 12112, 42 U.S.C. § 12132, 49 U.S.C. § 5332

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

(2) Any rights of copyright purchased by the Purchaser or the SUBRECIPIENT using federal assistance.

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 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:

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.

**24. 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.

**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.

**26. 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.

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

The prospective vendor certifies to the best of its knowledge and belief that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any department or agency of the District of Columbia, State of Maryland or the Commonwealth of Virginia or any of the 22 jurisdictions comprising the membership of the Metropolitan Washington Council of Governments (COG);
- Have not within a three year period preceding this date been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated above of this certification; and
- Have not within a three-year period preceding this date had one or more public transactions (Federal, State or local) terminated for cause or default.

Vendor understands that a false statement on this certification may be grounds for rejection of any submitted proposal or quotation or termination of any award. In addition, under 18 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.

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Typed Name of Vendor

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Typed Name & Title of Authorized Representative

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Signature of Authorized Representative

Date