



**REQUEST FOR QUALIFICATIONS (RFQ) NO. 25-004**

**COMMUTER CONNECTIONS VANPOOL PROVIDERS**

Proposers shall submit an electronic copy of their proposal to the COG LOCKBOX system, as per the submission instructions in Section XII of this RFQ.

**Date Released: May 14, 2025**

**Response due June 13, 2025 @ 2:00 pm ET**

**Electronic submissions ONLY shall be uploaded to COG's solicitation Lockbox.**

**See submission response instructions in Section XII of this RFQ.**

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**I. SUMMARY**

Services requested	Seeking qualified contractors to provide subsidized commuter vanpool services on behalf of COG/Commuter Connections
Contract type	Cost Reimbursement?
Number of contracts	Multiple – Rolling Awards
Duration of contract	One (1) year with option to extend for up to four (4) additional years
Payment method	Net 30
Planned duration of RFQ advertisement	Open
Start of advertising period for RFQ	May 7, 2025 and continuously on COG's website <a href="https://www.mwcog.org/purchasing-and-bids/cog-bids-and-rfps/">https://www.mwcog.org/purchasing-and-bids/cog-bids-and-rfps/</a>
Deadline for questions about RFQ	Ten (10) business days before deadline
COG response to Questions	Five (5) business days before deadline Thereafter, Five (5) business days after receipt of questions.
Deadline for proposals	June 5, 2025 Thereafter - OPEN RFQ, Quarterly 9/30/2025, 12/31/2025 3/31/2026, 6/20/2026

**II. INTRODUCTION AND BACKGROUND**

- A. The Metropolitan Washington Council of Governments (“COG”) is the regional planning organization of the Washington area's 24 major local governments and their governing officials, plus area members of the Maryland and Virginia legislatures and the U.S. Senate and House of Representatives.
- B. COG provides a focus for action on issues of regional concern such as comprehensive transportation planning, air and water quality management, environmental monitoring, tracking economic development and population growth and their effects on the region, coordinating public safety programs, and promoting child care and housing for the region. COG is supported by financial contributions from its participating local governments, federal and state government grants and contracts, and through grants and contracts from foundations and the private sector.
- C. The National Capital Region Transportation Planning Board (“TPB”) is responsible for coordinating transportation planning at the regional level in Northern Virginia, Suburban Maryland and the District of Columbia. The TPB is the federally designated Metropolitan Planning Organization (“MPO”) for the region and plays an important role as the regional forum for transportation planning.
- D. The TPB was created in 1965 by local and state governments in the Washington region to respond to a requirement of 1962 highway legislation for establishment of official MPOs. The TPB became associated with COG in 1966, serving as COG’s transportation policy committee. The TPB is staffed by COG’s Department of Transportation Planning (“DTP”). The Commuter Connections program is administered

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by the TPB and is funded by the District of Columbia, Maryland, and Virginia Departments of Transportation.

- E. 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.

### III. DEFINITIONS

- A. Throughout this Request for Qualifications (“RFQ”), the following definitions shall hold:
  - 1. *Contracting Officer*. The Executive Director of the Metropolitan Washington Council of Governments or their designee.
  - 2. *Contractor*. An individual or organization awarded a prime contract based on this solicitation.
  - 3. *Key Personnel*. Personnel proposed by the Proposer (see below) to meet the requirements of the RFQ for acceptance by COG. Any changes to the proposed personnel following the proposal must be approved by COG.
  - 4. *Proposer*. The party of interest submitting a proposal in response to this RFQ.
  - 5. *Subcontractor*. An individual or business firm contracted to perform part or all of a Contractor’s contract.
  - 6. *Technical Selection Committee*. The Committee established to review proposals received in response to this solicitation and which recommends selection of contractors to the COG Contracting Officer.

### IV. PROJECT OVERVIEW

- A. COG is seeking qualified contractors to provide subsidized commuter vanpool services on behalf of COG/Commuter Connections. Selected vanpool providers (“Contractors”) will provide vans, maintenance, and associated services to vanpool participants. COG will subsidize qualified vanpools, paying the subsidy to the Contractors on a monthly basis. Contractors will in turn reduce the monthly Use Fee to vanpool participants by an amount at least equal to the subsidy. Use Fee means all costs that are normally billed to a vanpool customer for use of a van excluding any charges for fuel, tolls, and parking.
- B. Commuter Connections is a regional network of transportation organizations coordinated by COG. Commuter Connections operates a rideshare program to assist both employers and commuters with their rideshare needs. To provide more comprehensive rideshare services, Commuter Connections is subsidizing a Vanpool Program that will provide an additional transportation mode to commuters and improve air quality and congestion within the region.

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- C. The Program will be implemented in two different geographies under the auspices of different brands. Satisfactory adherence to roles and responsibilities identified in the RFQ are consistent for both implementation geographies, unless specifically noted.
  - 1. The Commuter Connections 'Pool Rewards Vanpool Incentive Program, which permits vanpools terminating at employer sites in the Washington, DC metropolitan region.
  - 2. The Maryland Department of Transportation (MDOT) Baltimore Commutes Vanpool Incentive Program, which permits van pools terminating at employer sites in the Baltimore, MD metropolitan region.

**V. OVERVIEW OF ROLES AND RESPONSIBILITIES**

- A. The following tasks provide the guidelines for vanpool contractors to operate within while participating in the Program. COG does not administer van leases, nor does it provide direct customer service. Rather, through this Scope of Work, COG desires to establish a cooperative partnership between COG and the vanpool Contractors that results in prompt, coherent, and courteous communication; respectful competition within the marketplace; and the best value to the customer.
- B. The Contractors must:
  - 1. Provide all Program use agreements, vehicles, vehicle maintenance and storage, facilities, materials and supplies, insurance, customer service, customer billing and collection, and related administrative functions.
  - 2. Distribute, facilitate completion of, and forward all Vanpool Application Forms and Participation Agreements to Commuter Connections.
  - 3. Comply with all applicable state, federal and local laws and regulations, including driver and vehicle certification, licenses, and vehicle registration.
  - 4. Assume all vehicle responsibilities and liabilities associated with the Program.
  - 5. Submit complete and accurate data, reports, and submittals required by the Scope of Work and other such additional information as reasonably requested by Commuter Connections.
  - 6. Actively participate in coordination and marketing activities as described further in this Scope of Work.
  - 7. Affix Commuter Connections-supplied decals containing text and graphics developed by Commuter Connections or MDOT on both sides of each van participating in the Program.
  - 8. Ensure that vanpool coordinators and participants comply with all Participation Guidelines.

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C. COG will:

1. Provide a monthly subsidy for each vanpool that is approved by Commuter Connections, enrolled in the Program, and complies with the provisions of the Vanpool Participation Agreement.
  - a. Vanpools participating in the Commuter Connections 'Pool Rewards service area will be provided a \$300 per full month subsidy.
  - b. Vanpools participating in the MDOT Baltimore Commutes service area will be provided a \$500 per full month subsidy.
2. Receive and evaluate Vanpool Program Application Forms and Participation Agreements sent by Contractor to the Commuter Connections, accept or reject each application, authorize enrollment for approved applications, and manage Participation Agreements with participating vanpools.
3. Compile and manage a vanpool database and prepare National Transit Database (NTD) reports.
4. Develop Program graphics, designs, and advertisements.
5. Develop, produce, and provide Contractors decals displaying wording and graphics that identify vans as participating in the Program.
6. Develop and perform Program marketing and media campaigns, advertising, and outreach programs to employers.
7. Provide regional ride-matching services to identify commuters who may form vanpools and to identify participants to fill empty vanpool seats.

D. Vanpool Coordinator/Driver must:

1. Complete, execute, and submit, in accordance with written instructions, Vanpool Program Application Forms and Participation Agreements to Contractors in the Program or directly to Commuter Connections.
2. Secure Commuter Connections enrollment approval in writing and Contractor confirmation by the 16<sup>th</sup> of any month prior to the first month for which the Commuter Connections subsidy is sought. Failure to secure prior approval will result in delay of subsidy payment and/or termination of participant Program enrollment and the Participant Agreement.
3. Comply fully with the Vanpool Program Participation Agreement and the terms and conditions set forth therein. Failure to comply may result in delay or non-payment of the subsidy and/or termination of Program enrollment and the Participation Agreement.
4. Submit complete and accurate monthly reports containing information on daily numbers of passengers, trip times, trip distances, and unreimbursed expenses, all as set forth in a form to be provided by Commuter Connections. Failure to

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comply may result in delay or non-payment of the subsidy and/or termination of Program enrollment and the Participation Agreement.

5. Submit completed survey forms for the random sampling of passenger miles and passenger numbers as set forth in a form to be provided by Commuter Connections. Failure to secure prior approval will result in delay of subsidy payment and/or termination of participant Program enrollment and the Participant Agreement.

## **VI. SCOPE OF REQUIRED SERVICES**

- A. Commuter Connections will provide a monthly subsidy per eligible vanpool as part of the agreement with Contractors. Contractors will be required to reduce the amount of each subsidized vanpool's Use Fee to participants by an amount at least equal to the amount of the subsidy. In addition, Contractors are required to advance the amount of the subsidy to participants by billing and collecting only the subsidy-reduced amount of the monthly Use Fee from vanpool participants. Contractors may bill Commuter Connections for a month's subsidy immediately upon crediting a Commuter Connections-approved vanpool group's account for the month's subsidy.
- B. PRICE MATRIX
  1. A \$300 monthly subsidy shall be applied to eligible vanpools participating in the Commuter Connections 'Pool Rewards service area.
  2. A \$500 monthly subsidy shall be applied to eligible vanpools participating in the MDOT Baltimore Commutes service area.
- C. To be eligible for the Program's subsidy:
  1. All van pool participants must be registered in the 'Pool Rewards for Vanpools program.
  2. For the Commuter Connections 'Pool Rewards service area, the vanpool must originate in Maryland, West Virginia, Pennsylvania, New Jersey, or the District of Columbia. The vanpool must terminate in the Metropolitan Statistical Area.
  3. For the MDOT Baltimore Commutes service area, the vanpool must originate in Maryland, the District of Columbia, Virginia, West Virginia, Pennsylvania, or Delaware. The vanpool must terminate in the City of Baltimore, or Anne Arundel, Baltimore, Carroll, Harford, Howard, or Queen Anne's Counties.
- D. Commuter Connections reserves the right to reduce, increase, or eliminate the monthly subsidy at its discretion. Commuter Connections will give 30 days' notice before reducing or eliminating subsidy if possible and will, with less than 30 days' notice, pay Contractor the subsidy for any vanpool from which Contractor has already accepted as payment in full the subsidy-reduced Usage Fee for the most current month except in the following cases: a bankruptcy or other emergency affecting Commuter Connections' funds or apparent fraud on the part of Contractor.

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- E. Commuter Connections will not administer van use agreements or provide direct customer service. Rather, Commuter Connections desires to establish a cooperative partnership between Commuter Connections and the Contractors that results in prompt, effective, and courteous communication; respectful competition within the marketplace; and the best value to the consumer.
- F. **Contractor Tasks and Responsibilities.** Vanpool contractors agree to the following:
1. **Vehicles.** Provide vehicles that seat a minimum of seven (7) passengers (including the driver) to a maximum of fifteen (15) passengers. No vehicle provided to a Program participant for use in a vanpool shall at any time exceed five (5) model years in age or 125,000 miles usage. Contractor shall replace any vehicle when or before it reaches these limits. All vehicles shall be in compliance with Federal Motor Vehicle Safety Standards (FMVSS). Contractors are responsible for vehicle inspections, licensing, and registration in accordance with applicable federal, state, and local laws.
  2. **Vehicle Equipment.** Provide at a minimum, the following equipment with each vehicle at the time of delivery: first-aid kit, fully stocked with supplies for five or more people; fire extinguishers rated for at least Type A, B, and C fires; and two reflective safety yield triangles OR three emergency road flares.
  3. **Vehicle Maintenance.** Employ a scheduled maintenance and unscheduled repair program to ensure continued reliability and performance of the vehicles used in the program.
  4. **Advance Subsidy.** Reduce the amount of each subsidized vanpool's monthly usage fee, as shown in the then-current Contractor's Annual Not-to-Exceed Price Report Form, by an amount at least equal to the amount of the Commuter Connections subsidy for that vanpool. In addition, Contractors are required to advance the amount of the subsidy to participants by billing and collecting only the subsidy-reduced amount of the monthly Use Fee from vanpool participants. Contractors may bill Commuter Connections for a month's subsidy immediately upon crediting a Commuter Connections-approved vanpool group's account for the month's subsidy.
  5. **Use Agreement.** Prepare and enter into with the Primary Driver of each vanpool a use agreement setting forth all costs and conditions relating to the use of the vehicle by vanpool participants.
  6. **Compliance with Applicable Laws and Regulations.** Comply with all state and federal laws and regulations, including but not limited to vehicle licensing, maintenance, driver training, and signage.
  7. **Vehicle Use.** Provide vehicles primarily for commute trips. At least 80% of the vehicle mileage will be for transporting employees between their homes and workplace. Personal use of the vehicle may be negotiable between the vanpool's Primary Driver and Contractor.
  8. **Public Transportation and ADA.** Reasonably accommodate individual applicants and disabled applicants. Publicly subsidized vanpools are public transportation



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and are subject to legal requirements associated with that status. This includes complying with provisions of the Americans with Disability Act (ADA). Contractors must reasonably accommodate individual applicants (i.e., applicants who are not employees at a vanpool's destination workplace). This includes placing, at Commuter Connections' request, individual vanpool applicants who have origins and destinations proximate to an existing vanpool's in any vacancy in that vanpool. Contractors must also accommodate applicants with disabilities.

9. **Solicitation.** Contractor shall not solicit as customers any person who is already participating in a vanpool, except for vanpools eligible for the MDOT Baltimore Commutes service area, which will accept existing vanpools through the end of 2025.
10. **Insurance and Indemnity.** Contractor shall procure and maintain insurance coverage during the entire term of this Agreement. Coverage shall be full coverage and not subject to self-insurance provisions. Contractor shall provide the following insurance coverage:
  - a. Commercial General Liability, to include Products/Completed Operations, Independent Contractors', Contractual Liability, and Personal Injury with a minimum limit of \$2,000,000.00 per occurrence
  - b. Automobile Liability to include owned, leased, hired and non-owned autos with a combined single limit of \$1,000,000.00 for each accident and a total of \$5,000,000.00 to Commuter Connections
  - c. Employers' Liability with minimum limits of \$1,000,000.00.
  - d. Garage liability insurance with limits of \$1,000,000 if Contractor performs any service or maintenance on vehicles whose use rates are subsidized by Commuter Connections.
  - e. Contractor shall also include in each subcontract the stipulation that subcontractors shall maintain insurance coverage in the amounts required from Contractor as provided in this Agreement. Proof of insurance coverage must be received by COG within ten (10) calendar days from the effective date of this Agreement and on an annual basis thereafter, with Commuter Connections' officers, directors, employees and agents designated as additionally insured on the general and automobile liability.
  - f. COG and Contractor agree that COG's responsibility is limited to making subsidy payments as described in this Scope of Work and that COG has no liability for any loss or damages, bodily injuries, including death, damage to or loss of property as a result of, but not limited to, vehicle acquisition, vehicle maintenance, vehicle operation, insurance, passenger eligibility for the vanpool program, vanpool participant agreements with Contractor, Contractor's policies and procedures, vanpool program administration, and any other aspect of provision of vanpool service.

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11. **Marketing.** At Commuter Connections' request, distribute marketing materials provided by Commuter Connections that directly relate to the 'Pool Rewards and MDOT Baltimore Commutes service areas. Commuter Connections will not require Contractor to distribute any materials that mention by name any of Contractor's competitors in the vanpool business. Contractors shall participate from time to time in marketing coordination meetings with Commuter Connections and their designated partners. The frequency of such meetings will be quarterly or less.
12. **Recruitment Coordination.** Contractor shall coordinate recruitment efforts with Commuter Connections, local jurisdiction partners, and program funders, where appropriate. This may require direct communication with multiple partners when identifying potential vanpools and undergoing onboarding.
13. **Decals.** Affix on all vans enrolled in the Program, a decal displaying text and graphics identifying the van as participating in the Vanpool Incentive Program. Decals will be designed and provided by Commuter Connections or a designated authority. Commuter Connections will confer with Contractor on the decal's size, material, and adhesive and will reasonably take into account Contractor's concerns that the decals do not harm the van's surface, negatively affect the van's branding, or cause excessive expense for installation. Commuter Connections will provide decals in sufficient quantity for the Contractor to comply with this paragraph. Decals are required on each van for which Commuter Connections pays a subsidy. Contractor shall be responsible for installation of decals in a timely manner and shall notify Commuter Connections additional decals are required.
14. **Use Fee Amounts.** Charge participants in the Program a monthly Use Fee not to exceed the Contractor's Annual Not-to-Exceed Price Report (See **Exhibit G**). Prices listed in **Exhibit G** shall be the price before the subsidy. Once a price list is submitted to Commuter Connections, its rates will be valid for the remainder of the contract year. Actual Use Fees may be less, but not more than the prices in any then-currently effective Contractor's Annual Not-to-Exceed Price Report. New Contractor's Annual Not-to-Exceed Price Reports shall be submitted prior to each anniversary date of the execution of the agreement between the vanpool provider and Commuter Connections.
15. **Submission of Applications and Related Forms.** Distribute to Program applicants the Program Guidelines, Application Form, and Participant Agreement contained in **Exhibit A**. Submit to Commuter Connections a completed Application Form and signed Participant Agreements from the Primary Driver and each participant for each new vanpool seeking start-up approval from COG/Commuter Connections. No other forms will be accepted for enrollment consideration. All applications must be delivered by Contractors to COG/Commuter Connections by the 16th of any month in order for the vanpool to be considered for enrollment in the Program for the following month. Submission of the completed and signed Application Form and Participation Agreements may be emailed to COG/Commuter Connections.

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16. **Contractor Communication Forms.** Submit a “Contractor Communication Form” (Exhibit B) within five (5) working days of the occurrence of any of the actions listed in the form.
17. **Vehicle incident reports.** Contractor shall submit with each monthly invoice one or more Vehicle Incident Reports. The following guidelines must be followed when preparing the Vehicle Incident Report:
  - a. Declaration must be made of any major or non-major vehicle incident. Classifications are defined as follows:
    - i. Major: Any incident resulting in a fatality or property damage in excess of \$25,000 and/or requiring immediate medical attention away from the scene for two or more persons. Also, as noted below, Major Accidents and Incidents must be reported immediately to COG/Commuter Connections.
    - ii. Non-Major: Any incident that results in more than \$7,500, but less than \$25,000 in property damage and/or results in any injury that requires medical attention away from the scene of the incident.
  - b. If no major or non-major incidents occurred during the billing period, a Vehicle Incident Report shall be submitted, stating that no incidents occurred during the period.
  - c. Each form shall include the printed name and signature of authorized Contractor representative responsible for declarations.
  - d. Upon COG/Commuter Connections’ request, provide further information about any major or non-major incidents. Such information may include but not be limited to copies of accident reports from applicable law enforcement agencies and statements from vanpool participants.
  - e. Contractor shall immediately notify COG/Commuter Connections of any major incident, both by telephone and in writing. Contractor shall also provide all such reasonable information regarding any major incident as may be requested by Commuter Connections. Such notification shall not be delayed until routine monthly reports are submitted.
18. **Accurate, Timely Reporting.** Provide timely and accurate monthly and yearly reporting to Commuter Connections as required below and elsewhere in this Scope of Work. Failure to provide the reports below within the time requirements stated in this section will result in a 10% withholding of the associated monthly invoice amount until the reports are submitted.
  - a. **Monthly Invoices and Associated Reports.** Submit monthly invoice, notices, and associated reports as set forth below. Contractors shall submit invoices no later than the 20th day of each month for the previous month’s services.

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- b. **Invoices.** Invoices must be in the format, although not on the specific form, shown in **Exhibit F** and shall include all the following information per vanpool:
  - i. Program enrollment (Commuter Connections 'Pool Rewards OR MDOT Baltimore Commutes)
  - ii. Van unit number
  - iii. Driver's name
  - iv. Monthly Use Fee billed to driver
  - v. Amount of subsidy applied.
- c. **Monthly Reports.** Collect and provide monthly ridership data electronically by the 20th day of each month for the previous month's activities. This data must accompany the monthly invoice in order for the vanpool to qualify for the monthly subsidy. The report should include the following:
  - i. Unit number, year, make, model, passenger capacity, and style for each vehicle. This must be proactively updated if a vanpool receives a new vehicle.
  - ii. Average Vehicle Occupancy (AVO/unlinked passenger trips).
  - iii. Starting and ending odometer for miles traveled by Commuter Connections-sponsored vanpools (vehicle revenue miles).
  - iv. Vehicle revenue hours.
  - v. Expense reporting.
- d. **Annual Reports.** Provide the following reports annually by 1st day of September, covering the preceding July 1 through June 30 fiscal year:
  - i. Contractor's Annual Odometer Summary **Exhibit C**: The summary should include the following information:
    - i. Year, make, model, passenger capacity, and style (luxury or bench) for each fleet.
    - ii. How many vehicles in each fleet.
    - iii. Van unit numbers.
    - iv. Starting and ending odometer information for each fleet vehicle, only for miles travelled by Commuter Connections-sponsored vanpools. Mileage accrued while

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a vehicle was in service for another region should not be included.

- v. Address of Park and Ride facilities used to store vehicles OR pickup riders, if applicable.

- ii. Contractor's Annual Use Fees-Paid Report (**Exhibit D**)
- iii. Contractor's Annual Expense Summary and Number of Vehicles in Service (**Exhibit E**). The Contractor shall provide in this report a detailed breakdown of the annual expenses that it invoiced to vanpool participants and to Commuter Connections. The reporting of these expenses should be consistent with the definitions used for National Transit Database (NTD) reporting and provided in the Federal Transit Administration (FTA) publication Uniform System of Accounts. This publication can be obtained at the NTD website <https://www.transit.dot.gov/ntd>.
- iv. The contractor shall report its annual expenses in terms of both operating and capital expenses. It is expected that the capital expenses will include the full capital leasing costs of the vanpool vehicles. These leasing costs shall be based on the contractor's determination of leasing costs using generally accepted accounting principles. The leasing costs shall not be based on the formula used by the Federal Transit Administration in its capital cost of contracting policy. As needed, the contractor also shall report and describe other capital costs. The contractor shall report its annual operating expenses by the four NTD functions:
  - i. Vehicle Operations
  - ii. Vehicle Maintenance
  - iii. Non-Vehicle Maintenance
  - iv. General Administration
- v. All reports shall be complete, including all information requested on the forms. Contractor may use the Commuter Connections-provided forms as shown in the attachments to this Scope of Work, or Contractors may use their own forms and/or secure data transfer from a third-party database, as long as those forms/data transfer contain(s) all the information requested in the attachments. The reports shall be submitted to COG/Commuter Connections annually before September 1st.

19. **Audit and Inspection of Records.** Provide Commuter Connections, Federal Transit Administration, and the National Transit Database ("the Parties") such access to Contractor's accounting books, records, payroll documents and facilities of the Contractor which are directly pertinent to the Agreement for vanpool services for the purposes of

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examining, auditing, and inspecting all accounting books, records, work data, documents, and activities related thereto. Contractor shall maintain such books, records, and documents in accordance with generally accepted accounting principles and shall clearly identify and make such items readily accessible to such parties during Contractor's performance under the Agreement and for a period of four (4) years from the date of final payment by COG/Commuter Connections. The Parties' right to audit books and records directly related to the Agreement shall also extend to any first-tier subcontractors identified in the Agreement. Contractor shall permit the Parties to reproduce documents by any means whatsoever or to copy excerpts and transcriptions as reasonably necessary.

## **VII. PERIOD OF PERFORMANCE**

- A. The period of performance shall commence upon execution of an awarded contract and continue through June 30, 2026.
- B. COG may, at its discretion, offer to extend the contract for a period of up to four (4) one year options at COG fiscal years (July to June) dependent on funding and vendor performance.

## **VIII. SPECIAL CONDITIONS**

The following conditions apply to any Contract resulting from this RFQ:

- A. In the event the project is terminated by administrative action; Contractor will be paid for work performed prior to the termination of the contract.
- B. Any work to be subcontracted to a Subcontractor shall be clearly identified and such Subcontractor shall be approved by COG prior to contract issuance.
- C. 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 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.
- D. In case of failure by Contractor and/or any Subcontractor to perform the duties and obligations imposed by the resulting contract, COG may, upon written notice, procure the necessary services from other sources and hold Contractor and/or Subcontractor responsible for all additional costs occasioned thereby.
- E. Contractor covenants that they presently have 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. Contractor further covenants that in the performance of this contract, no person having any such interest shall be employed.
- F. In submitting a proposal in response to this RFQ, and in performing services under any contract resulting from this RFQ, Contractor shall be bound by, and comply with, all the terms, conditions, and requirements contained within this RFQ, as well as all Exhibits and Attachments.
- G. See Attachment A, Standard Terms and Conditions.

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**IX. PRICES/BILLING**

- A. COG will issue a monthly subsidy payment for all eligible vanpools that comply with the program requirements to Contractor upon receipt of invoice that includes proper documentation identified in Section VI of this RFQ.
- B. Contractor shall set up its billing system to ensure that invoices do not include sales tax. COG, and any other using Agencies, will provide certificates of exemption for sales tax upon request.
- C. For all transactions, Contractor shall have a valid W-9 form on file with COG.
- D. Payments shall be made via Electronic Payment, as defined above. Additional details can be found below at Attachment A, Paragraph XIII.

**X. DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

- A. Disadvantaged Business Enterprise (“DBE”) participation shall be an integral component of the Contractor selection process for this RFQ. 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 participating firm, a **copy of the firm's current DBE Certification** from any federal, state, or local government agency that certifies DBE ownership (please note only **DBE** certifications will be accepted by COG for this purpose).
- B. COG, in accordance with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000 d – 42 and Title 49, Code of Federal Regulations, hereby notifies all Proposers that it will affirmatively ensure that any contract entered pursuant to this advertisement will afford minority business enterprises full opportunity to submit bids in response to this invitation, and will not discriminate on the grounds of race, color, sex, or national origin in consideration for an award.
- C. **DBE Assurance** – The 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.
- D. A total of 15 possible points (out of a maximum of 100 points) may be awarded for DBE participation, as measured in dollars, either as the Contractor or "Subcontractor". In the event of a tie score between 2 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

**NOTE: Failure to have DBE participation does NOT disqualify a firm from being awarded**



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a contract.

## XI. EVALUATION AND SCORING CRITERIA

- A. The proposals will be evaluated by a Technical Selection Committee made up of subject matter experts. The 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 committee.
- B. In evaluating the proposals, the following factors will be considered, with points awarded up to the maximum shown:

Scoring Factor Chart	
Factor	%
Experience, Qualifications, and Availability of Key Personnel	60
Understanding of Project	20
DBE Participation	15
Cost Analysis	5
TOTAL	100

## XII. PROPOSAL INSTRUCTIONS

- A. Respondents must follow the prescribed format or they may be deemed nonresponsive. Adherence to the proposal format by all respondents will ensure a fair evaluation and one which can evaluate each response with regard to the needs of COG and its NCR Partners. The letter transmitting the proposal must be signed by an official authorized to bind the respondent as required by this RFQ. Three separate chapters shall be prepared as described in the following section. Maximum page length for these chapters is 10 pages:
1. Qualifications of Proposer
    - a. This section shall provide the professional credentials and expertise of the firm(s) and key personnel assigned to this program.
    - b. 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.
  2. Cost Proposal
    - a. The award under this contract will be based on Vanpool lease pricing provided in **Exhibit G**. Respondents shall indicate their cost proposal acknowledging that this amount is inclusive of all associated lease costs for vanpooling purposes.



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- b. Timely completion of the tasks outlined and issued for this project is of critical importance. Proposers are to provide a brief description of their current projects and the availability of key personnel proposed in this project.
    - c. Costs should be submitted for each service area that the Contractor wishes to operate: (1) the Commuter Connections 'Pool Rewards service area; and/or (2) the MDOT Baltimore Commutes service area.
  - 3. References of the Proposer
    - a. The proposed Consultant and any Subcontractor(s) shall provide at least three (3) references whom COG/TPB may contact regarding similar work performed.
    - b. Offerors may provide letters of reference from previous relevant clients. Names, titles, addresses and telephone numbers shall be included for each reference as stipulated in Attachment B.
    - c. All three of these references shall include work in which the key personnel proposed to COG have been assigned.
  - 4. All Exhibits and Attachments must be completed
- B. Proposers must include the additional documentation specified below in their RFQ submission or they may be determined to be non-responsive and disqualified.
- 1. Please complete attached PROPOSER REFERENCES, including three (3) other clients who are being, or have been, provided by the Proposer with similar products, services, and scope of work Attachment B).
  - 2. Each Proposal shall be accompanied by a NON-COLLUSION AFFIDAVIT regarding price fixing, gratuities, bribery, and discriminatory employment practices. When the Proposer is a corporation, a duly authorized representative shall execute the affidavit Attachment C).
  - 3. Each Proposal shall be accompanied by a DBE PLAN GOALS SUBMISSION FORM, even if Proposer is not a DBE and does not intend to include DBE subcontractors Attachment E).
  - 4. Proof of insurance, in the form of an ACORD Form 25, must be provided, demonstrating that Proposer maintains the minimum levels of coverage set forth in the Terms and Conditions Attachment A). The Certificate of Insurance must name COG as additional insured, Proposer carries all the required insurance at the required levels throughout the period of performance.

### XIII. SUBMISSION INSTRUCTIONS

- A. All Proposals must be completed by responsible company officials and submitted to the COG LOCKBOX on or before the due date and time.
- B. Proposals will not be accepted if submitted through hard copy, mail, courier, fax, email, or any other electronic method except as described below. Proposals submitted through any method other than the COG LOCKBOX system will be rejected.

- C. 

Proposers shall submit electronic files to the Bonfire system at <https://mwcog.bonfirehub.com/opportunities>.

- D. To contact COG or to ask questions in relation to this RFP, Proposers must register with COG's public purchasing portal at the above URL and initiate the communication electronically through the Vendor Discussion or Ask a Question feature. COG will not accept any communications regarding this RFP via other means. Attempts to contact COG employees regarding this RFP through any other means than the above may result in disqualification of the Proposer.
- E. Please do not wait until the last moment to register. If problems occur during registration or submission, please contact Bonfire at [support@gobonfire.com](mailto:support@gobonfire.com), and cc [purchasing@mwcog.org](mailto:purchasing@mwcog.org).
- F. All questions regarding discrepancies, omissions, specifications, instructions, or the required forms may be directed via email no later than ten (10) working days in advance of the deadline via the Bonfire system. COG will post any addendum necessary to address questions no later than five (5) work days before the due date of proposals.
- G. Proposal responses should indicate that Proposers have reviewed the latest addenda on the Proposal Form via the Proposal Form Checklist.

Proposers must acknowledge their understanding of all terms listed in this RFQ by signing the Proposal Response Form as part of their submission.

- H. Any variation to the solicitation specifications should be noted by the Proposer as an exception with an explanation attached to the Proposal Form.
  - 1. Exceptions taken do not obligate COG to change the specifications.
  - 2. In some cases, exceptions may result in the Proposer being disqualified or result in a lower score in the evaluation process.
  - 3. Failure to report exceptions with the submission may result in withdrawal of award if exceptions to the RFP are raised after award.
- I. All questions regarding discrepancies, omissions, specifications, instructions, or the required forms may be directed via the Bonfire message portal no later than ten (10) working days in advance of the deadline.

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- i. COG will post all necessary addendum to the Bonfire portal to address questions no later than five (5) working days before the due date of proposals.
- ii. Once Rolling Admissions begin, the Question due date will be 5 days prior to the proposal due date.

J. It is the responsibility of the Proposer to check if any addenda have been issued. Addenda will be posted at <http://www.mwcog.org/purchasing-and-bids/cog-bids-and-RFQs/>.

K. Proposal responses should indicate that Proposer has reviewed the latest addenda on the Proposal Form via the Checklist.

L. Proposers must acknowledge their understanding of all terms listed in this RFQ by signing the Proposal Response Form as part of their submission.

M. Any variation to the solicitation specifications should be noted by the vendor/contractor as an exception, with an explanation attached to the Proposal Form.

- iii. Exceptions taken do not obligate COG to change the specifications.
- iv. In some cases, exceptions may result in the Proposer to be disqualified or result in a lower score in the evaluation process.
- v. Failure to report exceptions with the submission may result in disqualification.

***(Remainder of page intentionally left blank. Proposal form begins on following page.)***

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**XIV. PROPOSAL CHECKLIST**

**COMPANY NAME:** \_\_\_\_\_

**Required Document Checklist**

Items	Acknowledgment/Attached	
Accept Proposal Pricing Matrix (Section VI. B.)	YES_____	NO_____
Attachment A: Terms and Conditions (acknowledgement)	YES_____	NO_____
Attachment B: Proposer's References (completed form)	YES_____	NO_____
Attachment C: Non-Collusion/Debarment Affidavit (completed form)	YES_____	NO_____
Attachment D: COG Cooperative Rider Clause (acknowledgement)	YES_____	NO_____
Attachment E: DBE Plan Goals Submission (completed form)	YES_____	NO_____
Proof of Insurance - ACORD Form 25	YES_____	NO_____
*Exceptions Taken (Attach to pricing section)	YES_____	NO_____

*\*If any exceptions are taken, including the Terms and Conditions, please attach them on separate sheet(s) at the end of the proposal submission. **It is imperative that exceptions be indicated with the submission in order to evaluate the responsiveness of the proposal.***

Addendums (if applicable)	Acknowledgement	
Addendum #1	YES_____	NO_____
Addendum #2	YES_____	NO_____
Addendum #3	YES_____	NO_____
Others _____	YES_____	NO_____

**Payment**

Can accept electronic payments via purchasing card	YES_____	NO_____
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**\*\* Remainder of page is blank. Signature required on next page \*\***

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**Signature Section**

AUTHORIZED OFFICIAL: I have read, understood, and agreed to the terms and conditions of all contents of this RFQ. The undersigned agrees to furnish the commodity or service stipulated in this RFQ as stated above.

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

COMPANY: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

DATE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

**Signature Section: ALTERNATE CONTACT**

COMPANY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

## **ATTACHMENT A: TERMS AND CONDITIONS**

***NOTE: COG will not negotiate Terms and Conditions at the time of contract award.  
Exceptions MUST be made now.***

***Failure to do so may disqualify the proposer now or at a later time.***

This document sets out provisions generally applicable to Metropolitan Washington Council of Governments (“COG”) contracts. The provisions herein do not constitute a complete agreement, and must be appended to a document, executed by all parties, which identifies the specific work to be performed, compensation, term, incorporated attachments, and special conditions, if any.

Contractor may be referred to as SUBRECIPIENT in these Terms and Conditions.

### **I. Compliance with Law**

#### **A. SUBRECIPIENT hereby represents and warrants that:**

- It has the power and authority to enter into and perform the CONTRACT, that the CONTRACT, when executed and delivered, shall be a valid and binding obligation of SUBRECIPIENT, enforceable in accordance with its terms.
- Its performance under the CONTRACT shall be in a good and workmanlike manner and in accordance with all applicable professional standards.
- It is qualified to do business in the jurisdictions covered by the CONTRACT and that it will take such action as, from time-to-time hereafter, may be necessary to remain so qualified.
- It is not in arrears in the payment of any obligations due and owing to any agency involved in this CONTRACT, including, but not limited to, the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this CONTRACT.
- It shall comply with all federal, state and local laws, regulations, and ordinances applicable to its activities and obligations under this CONTRACT.
- It shall obtain, at its expense, all licenses, permits, insurance and governmental approvals, if any, necessary for the performance of its obligations under this CONTRACT.

#### **B. Funding Agency Changes**

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’s failure to comply shall constitute a material breach of this CONTRACT.

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

- A. 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, SUBRECIPIENT, or any other person (whether or not a party to that CONTRACT) pertaining to any matter resulting from the underlying CONTRACT.
- B. 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 SUBRECIPIENT that will be subject to its provisions.

**III. Energy Conservation - 42 U.S.C. § 6321 *et seq.*<sup>1</sup>**

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.

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

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

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

- A. 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.
- B. SUBRECIPIENT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 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.
- C. SUBRECIPIENT also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance.

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<sup>1</sup> All references to statutes and regulations include any amendments to present.

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**VI. Recycled Products - 42 U.S.C. § 6962**

- A. 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.
- B. SUBRECIPIENT agrees to comply with all requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), 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.

**VII. Funding Agency Changes**

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's failure to comply shall constitute a material breach of this CONTRACT.

**VIII. Lobbying - 31 U.S.C. § 1352 *et seq.***  
*(Regarding each bid or offer exceeding \$100,000)*

- A. In signing the attendant proposal form above the proposer certifies, to the best of their knowledge and belief, that:
- B. 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.
- C. 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.*)]



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- D. 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.
- E. 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.]

**IX. Program Fraud and False or Fraudulent Statements and Related Acts -**  
31 U.S.C. § 3801 *et seq.*

- A. SUBRECIPIENT acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, 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, 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 causes 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 SUBRECIPIENT or to the extent the Federal Government deems appropriate.
- B. 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 SUBRECIPIENT, to the extent the Federal Government deems appropriate.
- C. 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.

**X. 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, 42 U.S.C. § 2000d, section 303

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of the Age Discrimination Act of 1975, 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, SUBRECIPIENT agrees to comply with applicable federal implementing regulations. The clauses of Appendix A and E of the U.S. DOT Standard Title VI Assurances (USDOT 1050.2A) are incorporated herein by reference.

B. **Equal Employment Opportunity.** The following equal employment opportunity requirements apply to this CONTRACT:

1. Race, Color, Creed, National Origin, Sex, Age

In accordance with Title VII of the Civil Rights Act, 42 U.S.C. § 2000e, 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 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, SUBRECIPIENT agrees to comply with any implementing requirements the funding federal agency may issue.

2. Age

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

3. Disabilities

In accordance with section 102 of the Americans with Disabilities Act, 42 U.S.C. § 12112, 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, SUBRECIPIENT agrees to comply with any implementing requirements the funding federal agency may

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issue.

- C. 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.

**XI. DBE Assurance**

- A. SUBRECIPIENT or any subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this CONTRACT. SUBRECIPIENT shall carry out applicable requirements of 49 CFR part 26 in the award and administration of COG CONTRACTs.
- B. All CONTRACTORS are required to make a good faith effort to include disadvantaged Business Enterprises (DBE) in their work under this CONTRACT.
- C. Failure by 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 or the participating jurisdiction(s) deem appropriate, which may include, but is not limited to:
  - (1) Withholding monthly progress payments;
  - (2) Assessing sanctions as set forth in the CONTRACT;
  - (3) Liquidated damages which will be spelled out in the CONTRACT; and/or
  - (4) Disqualifying the SUBRECIPIENT from future bidding as non-responsible.

**XII. Responsibility of the SUBRECIPIENT**

- A. SUBRECIPIENT shall perform the services required by this CONTRACT with the standard of care, skill, and diligence normally provided by a SUBRECIPIENT in the performance of services similar to the services hereunder.
- B. Notwithstanding any review, approval, acceptance, or payment for the services by COG, SUBRECIPIENT shall be responsible for the professional and technical accuracy of its work, design, drawings, specifications, and other materials furnished by SUBRECIPIENT under this CONTRACT.
- C. If SUBRECIPIENT fails to perform the services, or any part of the services, in conformance with the standard set forth in the subparagraphs above, it shall, if required by COG, perform at its own expense and without additional cost to COG, those services necessary for the correction of any deficiencies or damages resulting, in whole or in part, from SUBRECIPIENT's failure. This obligation is in addition to and not in substitution for any other remedy available to COG under the "Remedies" paragraph, or otherwise available by law.

**XIII. Governing Law**

This CONTRACT shall be governed by and construed in accordance with the laws of the District of Columbia without regard to principles of conflicts of law.

**XIV. Indemnification**

- A. 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.
- B. This obligation of indemnification shall apply to any acts or omissions, negligent conduct, whether active or passive, including acts or omissions of Contractor's agents or employees; except that it shall not be applicable to injury, death or damage to the property arising from the sole negligence of COG, their officers, agents, and employees.

**XV. Force Majeure**

- A. Neither COG nor SUBRECIPIENT shall be held responsible for delay or default caused by fire, riot, acts of God, declaration of emergency, or war where such cause was beyond, respectively, COG's or SUBRECIPIENT's reasonable control. COG and/or its members and SUBRECIPIENT shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this CONTRACT.
- B. The party claiming force majeure must give notice of its claim to the other party with 5 working days.

**XVI. Independent Contractor**

- A. SUBRECIPIENT shall perform the work required by this CONTRACT as an "Independent Contractor." Although COG reserves the right to determine the delivery schedule for the work to be performed and to evaluate the quality of the completed performance, COG cannot and will not control the means or manner of SUBRECIPIENT's performance. SUBRECIPIENT shall comply promptly with any requests by COG relating to the emphasis or relative emphasis to be placed on various aspects of the work or to such other matters pertaining to the work under this CONTRACT. SUBRECIPIENT is responsible for determining the appropriate means and manner of performing the work.
- B. SUBRECIPIENT represents and warrants that SUBRECIPIENT is not an employee of COG, is not currently employed by the Federal Government, and is not an officer, employee, or agent of COG.
- C. SUBRECIPIENT shall be responsible for all federal or state taxes applicable to any compensation or payments paid to SUBRECIPIENT under this CONTRACT. SUBRECIPIENT is not eligible for any federal Social Security, unemployment insurance, or workers' compensation benefits from compensation or payments paid to SUBRECIPIENT under this CONTRACT.
- D. SUBRECIPIENT agrees to immediately provide COG notice of any claim made against SUBRECIPIENT by any third party. SUBRECIPIENT also agrees not to assign to any third party, without COG's written consent, any obligation of COG to indemnify SUBRECIPIENT for any actions under this CONTRACT.

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**XVII. Insurance Requirements**

- A. For its activities and operations, SUBRECIPIENT shall obtain, and at all times keep in effect, Commercial General Liability Insurance in the amounts listed below. The insurance shall include coverage for personal injury and claims of discrimination and civil rights violations. All such insurance shall name COG as ADDITIONAL INSURED. A copy of the certificate of insurance shall be filed with COG before any services are rendered. SUBRECIPIENT shall maintain coverage in the amounts of \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$500,000 for property damage. Coverage shall be written on an occurrence form (Accord Form).
- B. SUBRECIPIENT shall obtain, and at all times keep in effect, automobile insurance on all vehicles used in this CONTRACT. SUBRECIPIENT's automobile insurance shall include coverage for damages resulting from bodily injury, including wrongful death, and property damage that may arise from the operations of any owned or hired automobiles used by SUBRECIPIENT in connection with the performance of this CONTRACT. All such insurance shall name COG and/or its individual members, their employees, and agents as ADDITIONAL INSURED.
- C. SUBRECIPIENT shall, upon request, provide COG with certification of Workers' Compensation Insurance, with employer's liability at least the minimum amount required by the governing jurisdiction's law, in effect for each year of this CONTRACT.
- D. SUBRECIPIENT shall obtain and maintain at all times during the prosecution of the work under this CONTRACT professional liability insurance. Limits of liability shall be \$1,000,000 per claim and \$2,000,000 aggregate.
- E. All insurance policies shall have a minimum 30 days' notice of cancellation. Immediate written notice to COG, and members involved in the CONTRACT, shall be required in the event of cancellation or restriction by the insurance company of any insurance policy referred to in this section.
- F. When insurance coverage is renewed, SUBRECIPIENT shall provide new certificates of insurance to all Contracting agencies and COG prior to expiration of current policies.

**XVIII. 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 section 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 (thumbdrives) containing data; and any other information retained in computer memory.

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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:
  - 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,". 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.
    - i. Any subject data developed under the CONTRACT, whether or not a copyright has been obtained; and
    - ii. 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:

1. General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the CONTRACT, 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.
2. Unless the Federal Government later makes a contrary determination in writing, irrespective of SUBRECIPIENT's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and 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.
3. 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.



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

- A. 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 SUBRECIPIENT which are directly pertinent to this CONTRACT for the purposes of making audits, examinations, excerpts, and transactions.
- B. 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. 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 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.

**XX. Invoicing and Payments**

- A. Invoices shall be submitted not more than 30 days after the end of the month and, if submitted according to Project and CONTRACT requirements. Payments to the SUBRECIPIENT pursuant to this CONTRACT shall be made no later than 30 days after COG's receipt of a proper invoice from SUBRECIPIENT.
- B. Any invoice for work in the fiscal year (FY) must be submitted by CONTRACTOR within 30 days after the end of the COG's June 30 FY.
- C. Payments to SUBRECIPIENT pursuant to this CONTRACT shall be made no later than 30 days after COG's receipt of a proper invoice from the SUBRECIPIENT.
- D. Electronic Payment means the payment of money to a vendor by electronic means, including by means of a Purchase Card (P-card) or Automated Clearing House (ACH) funds transfer method.
- E. SUBRECIPIENTS will receive payment from the P-Card in the same manner as other credit card purchases. The payments typically are transferred within 48 hours.
- F. ACH transactions will be acceptable as a form of payment to COG vendors. Please keep in mind the turn-around time on ACH transactions can be as long as 30 days.
- G. Accordingly, SUBRECIPIENTS must presently have the ability to accept these P-Cards or ACH and take whatever steps necessary to implement this ability before the start of the CONTRACT term, or CONTRACT award by the COG. COG reserves the right to revise this program as necessary.

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**XXI. Allowable Costs**

Only those costs which are consistent with Title 2 C,F,R, Part 200 shall be reimbursed under this CONTRACT.

**XXII. Covenant Against Contingent Fees**

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 Contracting Officer the right to terminate this CONTRACT or, in their 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 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.

**XXIII. 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 CONTRACT, 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.

**XXIV. Assignments**

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

**XXV. 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 designee. This decision shall be final and conclusive, unless within ten (10) working days from the date of receipt of its copy, SUBRECIPIENT mails or otherwise furnishes a written appeal to the Executive Director or designee. In connection with any such appeal, 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 designee shall be binding upon SUBRECIPIENT, and SUBRECIPIENT shall abide by the decision.

**B. Performance During Dispute**

Unless otherwise directed by COG, 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 SUBRECIPIENT arising out of or relating to this CONTRACT 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 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.

**XXVI. 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 least 60 days in advance by written notice of effective date to 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 SUBRECIPIENT fails to perform in the manner called for in this CONTRACT, or if 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 30 days in advance of effective date on SUBRECIPIENT setting forth the manner in which the CONTRACT is in default. 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 SUBRECIPIENT had an excusable reason for not performing, such as strike, fire, or flood, events which are beyond the control of

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SUBRECIPIENT, COG, after setting up a new delivery of performance schedule, may allow 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 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 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 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 SUBRECIPIENT. Any such termination for default shall not in any way operate to preclude COG from also pursuing all available remedies against SUBRECIPIENT and its sureties for said breach or default.

- D. In the event COG elects to waive its remedies for any breach by SUBRECIPIENT of any term, covenant, 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.

**XXVII. Bankruptcy**

Upon filing for any bankruptcy proceeding by or against SUBRECIPIENT, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, SUBRECIPIENT must notify COG immediately. Upon learning of the actions herein identified, COG reserves the right at its sole discretion either to cancel the CONTRACT or to affirm the CONTRACT and hold SUBRECIPIENT responsible for damages. The exercise of this right is in addition to any other rights COG may have as provided in this CONTRACT or by law.

**XXVIII. 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.

**XXIX. 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 their tenure or one (1) year thereafter, shall have any personal interest, direct or indirect, apart from their official duties, in this CONTRACT or the proceeds thereof.

**XXX. Interest of the SUBRECIPIENT**

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. SUBRECIPIENT further covenants that, in the performance of this CONTRACT, no

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person having any such interest shall be employed.

**XXXI. 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
  - 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/parties 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, 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.
  - 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 or parties working with COG on the project shall be responsible for any

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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:

[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 CONTRACT.

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 SUBRECIPIENT or other party.

**XXXII. 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 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.

**XXXIII. COG's Information Technology Policy and Facilities, Policies, Procedures,**

- A. SUBRECIPIENTS that must access COG's facilities, equipment, or information technology systems or require a COG login account to perform their duties must adhere to COG's Information Technology Policies and Procedures. Such SUBRECIPIENTS will receive a copy of the policies and procedures prior to receiving access to COG's IT systems.
- B. SUBRECIPIENTS that must use any of COG's facilities or equipment must adhere to COG's Facilities, Policies and Procedures. Such SUBRECIPIENTS will receive a copy of all relevant procedures prior to receiving access to COG's facilities or equipment.

**XXXIV. Audits**

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

**XXXV. FFATA Reporting**

- A. 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.
- B. 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 SUBRECIPIENTS. However, COG award SUBRECIPIENTS must provide the following information to COG before they will be eligible to receive the sub-award:
  - 1. The entity's information
  - 2. Description and/or title of the sub-award (including NAICS code or CFDA number)
  - 3. Date and amount of award
  - 4. Location of the entity receiving the award and the primary location of performance under the award, including the city, county, state, congressional district, and country
  - 5. Active and current SAM Unique Identifier Number
  - 6. Names and total compensation of the five (5) highest paid officers/executives of the sub-recipient if all three criteria are met:
    - a) Federal awards make up 80% or more of SUBRECIPIENT's annual gross revenues
    - b) SUBRECIPIENT's annual gross revenue from federal awards is \$25 million or more
    - c) 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.)

**XXXVI. Additional Requirements**

In addition to the terms and conditions expressly referenced in this CONTRACT, 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,

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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.

**XXXIII. 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 Attachment A for this CONTRACT;
- D. Terms, conditions, specifications, and requirements set forth within any solicitation (e.g., RFQ 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., RFQ or IFB) pursuant to which this CONTRACT was awarded.

**XXXIV. Time is of the Essence**

Time is of the essence in SUBRECIPIENT's performance of each and every obligation and duty under this CONTRACT.

**XXXV. Entire Agreement**

This CONTRACT constitutes the entire agreement between the parties and all other communications prior to its execution, whether written or oral, with reference to the subject matter of this CONTRACT are superseded by this CONTRACT. No amendment to this CONTRACT shall be binding unless in writing and signed by the parties.

*Revised 3/14/2024*

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**ATTACHMENT B: PROPOSERS EXPERIENCE/REFERENCES**

Name of Proposer \_\_\_\_\_

REFERENCES are to be provided from three (3) other clients who are being or have been provided by the Proposer similar products, services and scope of work.

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

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

1) Firm Name \_\_\_\_\_

Contact Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone Number \_\_\_\_\_ Email Address \_\_\_\_\_

-----

2) Firm Name \_\_\_\_\_

Contact Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone Number \_\_\_\_\_ Email Address \_\_\_\_\_

-----

3) Firm Name \_\_\_\_\_

Contact Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone Number \_\_\_\_\_ Email Address \_\_\_\_\_

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**ATTACHMENT C: NON-COLLUSION AFFIDAVIT**

DATE \_\_\_\_\_

TO: Metropolitan Washington Council of Governments,  
777 North Capitol Street, NE, Suite 300  
Washington, DC 20002

To Whom It May Concern:

This is to certify that the undersigned Proposer has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this Proposal submitted to the Metropolitan Washington Council of Governments & Mid-Atlantic Purchasing Team.

In addition, the Proposer also certifies that they are in good standing and not on any debarred lists with any government agency including Local, Federal and State Governments.

Bid \_\_\_\_\_

Name of Proposer \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title of Authorized Representative



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**ATTACHMENT E: DBE PLAN GOALS SUBMISSION**

<b>PROPOSER</b>	Name: _____	
<b>Total Proposed Budget</b>	Value: \$ _____	
<b>DBE Plan</b>	Yes _____ No _____	
Check if Prime Contractor is a DBE _____. Certification Form Must Be Attached to this form.	Certification # _____	Expiration Date: _____
<b>DBE Certification</b>	State: _____	Certification Type: DBE (must be DBE)
	Certifying Agency: _____	
<b>DBE SUBCONTRACTOR 1</b>		
	Name: _____	
<b>Street Address</b>		Tax ID #: _____
<b>City, State, Zip</b>		Website: _____
<b>POINT OF CONTACT</b>	Name: _____	Title: _____
	Email: _____	Telephone: _____
<b>Subcontract Value</b>	Cost \$ _____	Percentage of total _____%
<b>DBE Performance Period</b>	Start ____/____/____	End ____/____/____
<b>DBE Certification</b>	State: _____	Certification Type: DBE (must be DBE)
	Certifying Agency: _____	
Certification Form Must Be Attached to this form	Certification # _____	Expiration Date: _____
<i>Copy for additional DBE subcontractors</i>		
<b>DBE SUBCONTRACTOR 2</b>		
	Name: _____	
<b>Street Address</b>		Tax ID #: _____
<b>City, State, Zip</b>		Website: _____
<b>POINT OF CONTACT</b>	Name: _____	Title: _____
	Email: _____	Telephone: _____
<b>Subcontract Value</b>	Cost \$ _____	Percentage of total _____%
<b>DBE Performance Period</b>	Start ____/____/____	End ____/____/____

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<b>DBE Certification</b>	State: _____		Certification Type: DBE (must be DBE)
	Certifying Agency: _____		
Certification Form Must Be Attached to this form	Certification # _____	Expiration Date: _____	
<i>Copy for additional DBE subcontractors</i>			
<b>DBE SUBCONTRACTOR 3</b>	Name: _____		
Street Address	_____	Tax ID #: _____	
City, State, Zip	_____	Website: _____	
<b>POINT OF CONTACT</b>	Name: _____		Title: _____
	Email: _____		Telephone: _____
Subcontract Value	Cost \$ _____	Percentage of total _____%	
DBE Performance Period	Start ____/____/____	End ____/____/____	
<b>DBE Certification</b>	State: _____		Certification Type: DBE (must be DBE)
	Certifying Agency: _____		
Certification Form Must Be Attached to this form	Certification # _____	Expiration Date: _____	
<i>Copy for additional DBE subcontractors</i>			
<b>DBE SUBCONTRACTOR 4</b>	Name: _____		
Street Address	_____	Tax ID #: _____	
City, State, Zip	_____	Website: _____	
<b>POINT OF CONTACT</b>	Name: _____		Title: _____
	Email: _____		Telephone: _____
Subcontract Value	Cost \$ _____	Percentage of total _____%	
DBE Performance Period	Start ____/____/____	End ____/____/____	
<b>DBE Certification</b>	State: _____		Certification Type: DBE (must be DBE)
	Certifying Agency: _____		
Certification Form Must Be Attached to this form	Certification # _____	Expiration Date: _____	
<i>Copy for additional DBE subcontractors</i>			

**EXHIBIT A: VANPOOL INCENTIVE PROGRAM PARTICIPATION AGREEMENT (SAMPLE)**

*Each vanpool participant must sign and submit a copy of this agreement*

The undersigned has read, acknowledge and agree to abide by the Vanpool Incentive Program Participation Guidelines.

I, the undersigned, acknowledge that inappropriate use of the Program shall require that I reimburse expenses incurred to the Metropolitan Washington Council of Governments (COG).

I, the undersigned, recognize that participation in the Program is strictly voluntary and that such participation does not, in any manner, imply that I am acting in the course and scope of official company business, nor does it in any manner establish an employer-employee or an agency relationship with COG.

I, the undersigned, in consideration of my request and COG's permission to participate in the Program hereby assume full responsibility and all risk of injury and loss, including death which may result from my participation in this program and hereby agree to hold harmless, release, waive, forever discharge, and covenant not to sue or bring claims against COG, its officers, directors, agents or employees, by reason of accident, illness, injury or death, or damage to or loss or destruction of any property arising or resulting directly or indirectly from my participation in the Program and occurring during said participation, or any time subsequent thereto, whether or not such loss, injury or death caused or alleged to be caused in whole or in part by the negligent acts or omissions of COG, its officers, directors, agents or employees. The terms of this release shall serve as a release and assumption of risks for my heirs, executors, administrators and for my heirs, executors, administrators and for my family members.

I, the undersigned, acknowledge that I have read the foregoing paragraphs and that I acknowledge and understand the potential risks incidental to engaging in the Program.

I, undersigned, understand and acknowledge that the Program may be changed or cancelled at any time, without obligation, at the sole discretion of COG.

I, the undersigned, acknowledge that:

- COG reserves the right to establish a wait list for vanpools to participate in the subsidy program. This option may be exercised at COG's discretion at any time.
- An individual participating in the vanpool must complete and submit a monthly report, providing information including, but not limited to:
  - The vanpool's Primary Driver's name
  - For each day of the month the number of passengers onboard, the trip time, and the trip distance for both inbound and outbound trips
  - A summary of unreimbursed expenses, including fuel, tolls, and parking.

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- In addition, an individual participating in the vanpool must complete and submit a Revised Passenger List (form to be provided by COG), identifying any participant in the vanpool who ceases to be a participant and any new participant in the vanpool within three working days of any such change. For each new participant, the following information will be provided:
  - Name
  - Home telephone number
  - Email address
  - Miles traveled to and from work
- COG reserves the right to withhold subsidy payments or to terminate a vanpool from the program, for failure to submit monthly reports by the time specified by COG or failure to provide timely responses to reasonable requests for information such as, but not limited to, those listed in the “Participation Guidelines”.
- COG reserves the right to terminate subsidy payments at any time for any reason.
- COG retains the right to deny funding for any new vanpools and to terminate the funding for a vanpool or the entire program if COG deems that it is in the best interest of the agency to do so.
- COG reserves the right to contact me to verify my participation in the program and/or my commute behavior. I understand that Commuter Connections reserves the right to refuse my application, discontinue my participation in this program, and/or withhold incentive payment if I fail to abide by the “Participation Guidelines”.

I, the undersigned, understand that if a dispute arises regarding any aspect of the Program, including, but not limited to, the interpretation of the Program Requirements, accuracy of the information I provide, or my eligibility to participate, the Metropolitan Washington Council of Governments/Commuter Connections program shall be the final decision maker regarding such disputes. Any decision will be final and binding on my status as a participant of the program.

I, the undersigned, understand that there are penalties for receiving public funds fraudulently. Public funds for the Program must be used to encourage the creation of new vanpools. Current users of existing vanpools that knowingly provide false or misleading information are committing fraud and knowingly abusing the use of public funds.

Vanpool Participant's Name: \_\_\_\_\_

Vanpool Participant's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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**EXHIBIT B: CONTRACTOR COMMUNICATION FORM**

<b>Pool Rewards for Vanpools</b> <b>Contractor Communication Form</b>			
<b>Name of Contractor:</b>			
<b>Current General Information:</b> <div style="display: flex; justify-content: space-between;"> <span><i>Current Primary Driver's Last Name:</i></span> <span><i>Current Primary Driver's First Name:</i></span> </div> <div style="display: flex; justify-content: space-between;"> <span><i>Current Van Unit Number:</i></span> </div>			
<b>Type of Transaction:</b> <div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="width: 25%;"> <input type="checkbox"/> <i>New Vanpool</i> </div> <div style="width: 25%;"> <input type="checkbox"/> <i>Van Unit Change</i> </div> <div style="width: 25%;"> <input type="checkbox"/> <i>Primary Driver Info Change</i> </div> <div style="width: 25%;"> <input type="checkbox"/> <i>Vanpool Termination</i> </div> </div>			
<b>For New Vanpool:</b> <div style="display: flex; justify-content: space-between;"> <span><i>Approval Date:</i></span> <span><i>Start Date:</i></span> <span><i>Van Type:</i></span> </div> <div style="display: flex; justify-content: space-between;"> <span><i>Van's Odometer Reading:</i></span> <span><i>Model Year:</i></span> <span><i>Passenger Capacity:</i></span> </div> <div style="display: flex; justify-content: space-between;"> <span><i>Monthly Mileage Cap:</i></span> <span><i>Monthly Use Fee:</i></span> </div>			
<b>For Van Unit Change:</b> <div style="display: flex; justify-content: space-between;"> <span><i>Date of Change:</i></span> <span><i>New Van Unit No.:</i></span> <span><i>Monthly Usage Fee:</i></span> </div> <div style="display: flex; justify-content: space-between;"> <span><i>Van Type:</i></span> <span><i>Model Year:</i></span> <span><i>Passenger Capacity:</i></span> </div> <div style="display: flex; justify-content: space-between;"> <span><i>Monthly Mileage Cap:</i></span> <span><i>Monthly Use Fee:</i></span> </div>			
<b>For Vanpool Primary Driver Information Change:</b> <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> <input type="checkbox"/> <i>New Primary Driver</i> </div> <div style="width: 20%;"> <input type="checkbox"/> <i>New Address</i> </div> <div style="width: 20%;"> <input type="checkbox"/> <i>New Employer Only</i> </div> <div style="width: 30%;"> <i>Date of Change:</i> </div> </div>			
<i>Primary Driver Last Name</i>		<i>Primary Driver's First Name:</i>	
<i>Primary Driver's Home Address:</i>		<i>Apt #:</i>	
<i>City:</i>	<i>State:</i>	<i>Zip:</i>	<i>Email Address:</i>
<i>Home Telephone</i> (    )    -	<i>Work Telephone</i> (    )    -	<i>Employer</i>	
<i>Employer's Address:</i>		<i>Suite #:</i>	
<i>City</i>	<i>State</i>	<i>Zip</i>	
<b>For Vanpool Termination:</b> <div style="display: flex; justify-content: space-between;"> <span><i>Van Unit Number:</i></span> <span><i>Effective Date:</i></span> </div> <div style="display: flex; justify-content: space-between;"> <span><i>Reason For Termination:</i></span> </div>			
<b>Submitted By:</b> <div style="display: flex; justify-content: space-between;"> <span><i>Name:</i></span> <span><i>Date:</i></span> <span><i>Signature:</i></span> </div>			

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**EXHIBIT C: CONTRACTOR'S ANNUAL ODOMETER SURVEY**

<b>'Pool Rewards for Vanpools Contractor's Annual Odometer Survey</b>								
List each and every vehicle used in the 'Pool Rewards for Vanpools Program, including spares, that were in service on June 30 of the year being reported. Group vehicles by year-make-model-seat type-passenger combination and enter odometer readings and total mileage for each van number. Add additional rows for each combination of van types so that all vans are listed in their appropriate categories.								
Year	Make	Model	Seat Type	Passenger Capacity	Van Number	Starting Odometer	Ending Odometer	Total Mileage
<b>Total Vehicles, this combination, in fleet</b>							<b>Total Mileage</b>	
<b>Total Vehicles, this combination, in fleet</b>							<b>Total Mileage</b>	
<b>Total Vehicles, this combination, in fleet</b>							<b>Total Mileage</b>	
<b>Total Vehicles, this combination, in fleet</b>							<b>Total Mileage</b>	
<b>Total mileage, all vehicles</b>								

**EXHIBIT D: CONTRACTOR'S ANNUAL USE FEES-PAID REPORT**

<b>'Pool Rewards for Vanpools</b>														
<b>Contractor's Annual Use Fees-Paid Report</b>														
For each month, enter the actual Use Fee paid by the vanpool for each combination of Primary Drivers and vehicle. For example, if a van assigned to the Primary Driver listed in Row 1 is replaced effective January 1, complete only July-December in Row 1, repeat the Primary Driver's name in Row 2 and enter the replacement van number in Row 2 and enter the monthly Use Fee paid for January-June in that row. Similarly, if the Primary Driver of a vanpool changes, start a new row for the new Primary Driver. Use as many pages as necessary to report all Primary Driver-van number combinations.														
<b>Driver-Van Number Combination</b>			<b>Jul</b>	<b>Aug</b>	<b>Sep</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>Jun</b>
	<b>Primary Driver Name, First Name</b>	<b>Last Van No.</b>												
1														
2														
3														
4														
5														
6														
7														
8														
9														
10														

**EXHIBIT E: CONTRACTOR'S ANNUAL EXPENSE SUMMARY AND NUMBER OF VEHICLES IN SERVICE**

<b>Pool Rewards for Vanpools</b> <b>Contractor's Annual Expense Summary and Number of Vehicles in Service</b>							
<b>Cost Breakdown</b> In the table below, provide the total capital and operating expenses and subcategories requested below for all vehicles, including spares, in operation for the program during the month for which the report is submitted.							
Capital Expense			Operating Expense				Total Capital plus Operating Expense
Capital Leasing Expense	Other Capital Expense	Total Capital Expense	Vehicle Operations Expense	Vehicle Maintenance Expense	General Admin Expense	Total Operating Expense	
<b>Average Daily Vehicles in Service</b> In the box to the right, enter the average daily number of vehicles that were available for service in the program, including spares that are ready for service and vehicles in or awaiting maintenance. This number should not include (a) vehicles that were awaiting sale or (b) emergency contingency vehicles.							



**EXHIBIT F: CONTRACTOR'S MONTHLY BILLING REPORT**

<b>Pool Rewards for Vanpools</b> <b>Contractor's Monthly Billing Report</b>			
<b>Van Unit No.</b>	<b>Primary Driver's Name</b>	<b>Subsidy Paid</b>	<b>Annual Amount Paid by Participants</b>

**EXHIBIT G: CONTRACTOR'S ANNUAL NOT-TO-EXCEED PRICE REPORT****Per-Person Monthly Lease Rates**

All prices submitted for the following matrix must be based on a vehicle with following minimum features. Any additional features shall not be value adding and shall not increase your perceived value to the customer. All vehicles must adhere to the additional requirements stated in the Scope of Work Agreement.

For the purposes of this evaluation, all vehicles must have the following minimum equipment and specifications: power steering, automatic transmission, 6-cylinder engine for vans with 8 passengers or less, 8-cylinder engine for vans with 9 or more passengers, air conditioning, full floor carpeting, cloth seating, airbag(s), audio system.

The undersigned has read, acknowledge and agree to abide by the Vanpool Incentive Program Participation Guidelines.

<b>Pool Rewards for Vanpools Per-Person Monthly Lease Rate</b>										
Vehicle	Seating Capacity	Factory Bench Seating	Luxury Captain Chair Seating	Based on Model Year	Current Average Cost per Person, based on Daily Round-Trip Miles of:					
					0-55	56-75	76-100	101-125	126-150	151-175
Large Bench-seat Van	15									
Large Luxury Van	12 to 14									
Mid-size Bench-seat van	12									
Mid-size Luxury Van	10									
Small Luxury Van	9									
Mini Van	8									
Mini Van	7									
Other										
Other										

Per-Vehicle Monthly Lease Rate

## Vehicle Offerings and Prices

All prices submitted for the following matrix must be based on a vehicle with following minimum features. Any additional features shall not be value adding and shall not increase your perceived value to the customer. All vehicles must adhere to the additional requirements stated in the Scope of Work Agreement.

For the purposes of this evaluation, all vehicles must have the following minimum equipment and specifications: power steering, automatic transmission, 6-cylinder engine for vans with 8 passengers or less, 8-cylinder engine for vans with 9 or more passengers, air conditioning, full floor carpeting, cloth seating, airbag(s), audio system.

<b>Pool Rewards for Vanpools</b> <b>Per-Vehicle Monthly Lease Rate</b>										
Vehicle	Seating Capacity	Factory Bench Seating	Luxury Captain Chair Seating	Based on Model Year	Current Average Cost per Person, based on Daily Round-Trip Miles of:					
					0-55	56-75	76-100	101-125	126-150	151-175
Large Bench-seat Van	15									
Large Luxury Van	12 to 14									
Mid-size Bench-seat van	12									
Mid-size Luxury Van	10									
Small Luxury Van	9									
Mini Van	8									
Mini Van	7									
Other										
Other										