

METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS  
RFP 25-008  
COMMUNITY ENGAGEMENT CAMPAIGN MARKETING CONSULTANT



Metropolitan Washington  
Council of Governments

**REQUEST FOR PROPOSAL (RFP) NO. 25-008**

**Community Engagement Campaign  
Marketing Contractor**

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

**RELEASED DATE: 2/12/25**

**Submission Due Date: 3/14/2025, 2:00 PM ET**

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**I. SUMMARY**

Services requested	Seeking a CONTRACTOR to manage the development and execution of multi-channel marketing campaigns. The role of the Marketing Consultant would be to assist the CEC in expanding the reach of their ongoing campaigns to a wider audience by identifying methods to assist the CEC to reach traditionally underreached Black and Latinx communities.
Contract type	Fixed Price
Number of awards	Single award
Duration of contract	Multi-year
Payment method	Net 30
Planned duration of RFP advertisement	Approximately 4 weeks
Start of advertisement period for RFP	2/12/2025
Deadline for questions about RFP	10 business days before deadline
Deadline for COG responses to questions	5 business days before deadline
Deadline for proposals	3/14/2025

**II. INTRODUCTION**

- A. **BACKGROUND** The Metropolitan Washington Council of Governments (“COG”) is an independent, non-profit association that serves as the principal regional organization of the Washington area’s major local governments and their governing officials. Membership includes 300 elected officials from 22 local governments, plus area members of the Maryland and Virginia legislatures and the U.S. Congress.
- 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 childcare 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. PROJECT OVERVIEW**

The Community Engagement Campaign (CEC) is COG member-driven, facilitated by COG, and supported by annual member dues and Regional Water Fund contributions.

In 2000, the COG Board of Directors adopted a regional Water Supply and Drought Plan to help area water utilities effectively and consistently manage the Potomac water supply and any water shortages brought by long-term regional droughts. A cornerstone of the Water Supply and Drought Plan was to be a year-round, proactive Wise Water Use education campaign: A “Community Engagement Campaign” (CEC) jointly promoted by all local water utilities, to develop a regional wise water use “ethic” so that when the next drought hit, the area would be

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more resilient to its effects.

In 2008, the CEC communications and outreach initiative expanded to include other messages related to the safety and value of tap water and the protection of wastewater infrastructure. During its evolution the CEC forged the TapIt Metro DC campaign from 2012 to 2019 to help promote casual access to tap water at area eateries. In 2015, the CEC developed the Protect Your Pipes (PYP) umbrella campaign to educate consumers on the negative impacts to wastewater infrastructure of dumping fats, oils, and grease down the drain, and of flushing medications and “flushable” wipes. In 2019, protection from frozen pipes was added to the Protect Your Pipes campaign.

In FY 2019, the CEC conducted a Strategic Assessment with assistance from SaVi PR which included: (1) an internal examination of the CEC at the members and general managers levels to verify its purpose, needs and approach to solutions; (2) an external examination of public knowledge, behaviors, and attitudes, including a survey.

In May 2020, the CEC revamped the public survey under the direction of Dr. John Dinsmore, a professor at Wright State University, Dayton, Ohio. The CEC subcommittee worked with Dr. Dinsmore to revise questions from the prior year’s survey. The target number of survey participants was increased to 800 (from 400 in 2019) which allowed for more significant results by jurisdiction/utility. The survey has been issued annually to a survey panel. Survey findings are summarized in a COG News Highlight and are used to help inform the next year’s work plan.

The CEC works to expand the reach of their ongoing campaigns to a wider audience. The current campaigns are as follows:

*Campaign 1: Drought Watch and Awareness*

Water conservation messaging for residents and especially businesses/high consumers during periods of drought or water shortages.

*Campaign 2: Value and Safety of Tap Water*

Goals include reaching communities that regularly consume bottled water and communities with a documented distrust of tap water including Black and Latinx.

*Campaign 3: Protect Your Pipes (PYP) messages*

As part of household tips, educate residents about the proper disposal (a.k.a. not down sink or toilet) of Fats, Oils, and Grease, wipes, facial tissues, and medications.

*Campaign 4: Source Water Protection*

The sources of all drinking water, both tap water and bottled water, include rivers, lakes, streams, ponds, reservoirs, springs, and groundwater. As water travels over the surface of the land or through the ground, it can pick up substances resulting from the presence of animals or from human activity. Winter salt use is a primary component of the CEC’s source water protection messaging.

**D. SUMMARY OF REQUEST**

The CEC is seeking a CONTRACTOR who can manage the development and execution of multi-channel marketing campaigns. The role of the Marketing CONTRACTOR would be to assist the CEC in expanding the reach of their ongoing campaigns to a wider audience. The CONTRACTOR should specify how they will help the CEC to reach traditionally under reached Black and Latinx communities

### III. DEFINITIONS

A. Throughout this RFP, the following definitions shall apply:

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. *CEC Community Engagement Campaign (CEC)*. COG's CEC comprises fourteen water and wastewater utilities serving the District of Columbia, northern Virginia and suburban Maryland.
4. *Electronic Payment*. 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.
5. *Key Personnel*. Personnel proposed by the Proposer (see below) to meet the requirements of the RFP for acceptance by COG. Any changes to the proposed personnel following the proposal must be approved by COG.
6. *National Capital Region ("NCR")*. As defined in 32 CFR § 70.3, the National Capital Region consists of the District of Columbia, Prince George's and Montgomery Counties in Maryland, Arlington, Fairfax, Loudoun, and Prince William Counties in Virginia, and all cities and towns included within the outer boundaries of the foregoing counties.
7. *Participating Agency*. Public entities participating in this procurement and receiving services under these contracts.
8. *Proposer*. The party of interest submitting a proposal in response to this RFP.
9. *Subcontractor*. An individual or business firm contracted to perform part or all of a Contractor's contract.
10. *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.
11. *MPO* Metropolitan Planning Organization

### IV. STATEMENT OF WORK

#### PROJECT TASKS:

##### TASK 1: Meeting Coordination & Project Management

This task will cover project management to define the tasks listed below within the allotted budget. The schedule should include planning sessions and webinar presentations to the CEC committee.

COG's CEC anticipates the following meetings:

- Project Kickoff Meeting – CONTRACTOR should prepare a draft work plan based on the proposal submitted, including a proposed approach and timeline to the CEC committee via webinar. Work with staff and committee to guide decision-making and finalize the work plan.
- Approximately 6 one-hour consulting webinars with COG staff and CEC committee leadership, in addition to email communications,

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- Several planning sessions with COG staff and committee leadership.
- One to two presentations to the CEC committee via webinar, and a final written report summarizing the campaign approaches, achievements, and recommendations for the future.

*Deliverable:*

Provide a detailed work plan, schedule, and budget for managing and completing each of the tasks outlined below.

**TASK 2: Communication Plan based on Annual Survey**

CONTRACTOR shall develop a comprehensive strategic approach to promote the CEC's campaigns through a tailored communication, outreach, and messaging plan. This plan should leverage insights from the CEC's annual surveys and emphasize the public's trust in Public Service Announcements (PSAs) and their utility companies.

This plan must include but is not limited to:

- 1) Crisis Communication Planning for Drought in particular:
  - Develop clear, actionable strategies for effective communication during water shortages, service disruptions, or environmental challenges (e.g., droughts, contamination events).
- 2) Dedicated Social Media Strategy:
  - Create targeted campaigns for the CEC's four ongoing campaigns (listed above).
- 3) Review and Enhancement of the Protect Your Pipes Website:
  - Conduct an audit of the Protect Your Pipes website (<https://protectyourpipes.org/>).
  - Provide actionable recommendations to improve user experience, content clarity, accessibility, and engagement.
- 4) Annual Art Contest Promotion (<https://www.mwcog.org/environment/planning-areas/water-resources/outreach-and-education/one-water-art-contest/>):
  - Propose outreach strategies and creative incentives to increase participation in the CEC's annual art contest, engaging schools, communities, and local organizations.
- 5) Metrics and Evaluation:
  - Develop a methodology to measure the success of the communication plan and tools for tracking engagement and outcomes across campaigns.

*Deliverable:*

Provide detailed communication, outreach and messaging plan for the CEC's campaign goals.

**TASK 3: Influencer Campaign**

CONTRACTOR shall manage one or more influencer campaigns, including recommending which social media platforms should be used and why, and how many campaign themes can be covered within budget this year.

- Recruit influencer(s) who are local to metropolitan Washington, high-achieving, and relatable. They will be tasked with promoting key CEC initiatives on one or more popular

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social media platforms (Meta, Instagram, and possibly X). Influencers should also be selected on their ability to reach traditionally under-reached Black and Latinx communities.

- Manage contracts and payments with influencers while also specifying their target analytics (reach, link clicks, engagements, etc.).
- Develop a consistent approach for CEC approval of influencer messages and for reporting analytics to the CEC.
- Ensure that the influencer follows the guidelines established in the contract.

*Deliverables:*

- Present to the CEC the results of the initial influencer campaign and recommendations for subsequent ones via a webinar presentation.
- Summarize the results from all the influencer campaigns in an end-of-contract webinar presentation to the CED and a written report.

**TASK 4: Creative Resource Materials**

The CONTRACTOR shall collaborate with CEC and COG staff to develop creative resource materials to further promote campaigns (listed in II.C. Project Overview) and the CEC's annual art contest promoting source water protection (<https://www.mwcog.org/environment/planning-areas/water-resources/outreach-and-education/one-water-art-contest/>). The materials must align with the overarching Communication Plan and reflect the strategic goals of the CEC campaigns. Example materials include social media content, icons, website content, audio advertisements, educational videos, and info graphics.

- Work with the CEC and COG staff to identify specific campaign needs and target audiences for the creative materials.
- Ensure all materials are informed by the Communication Plan, maintaining consistent messaging, branding, and tone across campaigns.
- Present drafts of creative materials to CEC and COG staff for feedback and incorporate revisions as needed.
- Ensure all materials adhere to accessibility standards and are appropriate for diverse audiences.

*Deliverable:*

Media content including but not limited to graphics, website content, educational videos, and/or social media posts.

**V. PERIOD OF PERFORMANCE**

- A. The Period of Performance for this work shall be one (1) year from the date of execution.
- B. COG may, at its discretion and based upon performance and funding, offer to extend or exercise an option to up to four 1-year extensions, by mutual agreement.
- C. No guarantee is made regarding any period of extension under the awarded contract.

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**VI. SPECIAL CONDITIONS**

- A. The following conditions apply to any Contract resulting from this RFP:
1. In the event the project is terminated by administrative action; Contractor will be paid for work performed prior to the termination of the contract.
  2. Any work to be subcontracted to a Subcontractor shall be clearly identified and such Subcontractor shall be approved by COG prior to contract issuance.
  3. 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.
  4. 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.
  5. 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.
  6. In submitting a proposal in response to this RFP, and in performing services under any contract resulting from this RFP, Contractor shall be bound by, and comply with, all the terms, conditions, and requirements contained within this RFP, as well as all Exhibits and Attachments.

**VII. PRICES/BILLING/TYPE**

- A. The anticipated budget is as follows:
1. Max \$80,000 year 1
  2. Max \$60,000 year 2, if exercised
  3. Max \$60,000 year 3, if exercised
  4. Max \$60,000 year 4, if exercised
  5. Max \$60,000 year 5, if exercised
- B. Unless stated otherwise below, all prices offered by Proposers shall be firm against any increase for the duration of the initial contract period.
- C. Yearly awards are based on CONTRACTOR performance and COG available funding.
- D. Delivery charges, fees, insurance, expenses, and/or overhead shall be included in the total price. Legal fees, of any type, are not allowable without prior written approval of COG.



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- E. NCR travel must be pre-approved in writing by COG. Travel costs will not be reimbursed at a rate above the then-current Federal Government Services Administration Privately Owned Vehicle mileage reimbursement rate (see <https://www.gsa.gov/travel/plan-book/transportation-airfare-pov-etc/privately-owned-vehicle-pov-mileage-reimbursement-rates>).
- F. Contractor shall set up its billing system to ensure that invoices do not include sales tax. COG, and any Participating Agencies, will provide certificates of exemption for sales tax upon request.
- G. For all transactions, Contractor shall have a valid W-9 form on file with COG.
- H. Payments shall be made via Electronic Payment, as defined above. Additional details can be found below at Attachment A, Paragraph XIII.

**VIII. QUESTIONS CONCERNING THIS RFP**

- A. All questions concerning this RFP must be submitted in writing, via email to [purchasing@mwkog.org](mailto:purchasing@mwkog.org) with a courtesy copy to [gcrichlow@mwkog.org](mailto:gcrichlow@mwkog.org), no later than 2:00pm Eastern Time, ten (10) business days before due date of the proposals.
- B. Answers shall be provided no later than five (5) business days before the due date of the proposals.

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

- A. Disadvantaged Business Enterprise (“DBE”) participation shall be an integral component of the Contractor selection process for this RFP. COG's DBE Policy may be viewed on its website [www.mwkog.org](http://www.mwkog.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 Contract, including the Proposer.

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). *Failure to provide DBE certification proof with the submission will result in no points being awarded for DBE. No exceptions.*

- 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.

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- 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 two (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

- E. Failure to have DBE participation does NOT disqualify a Proposer from being awarded a contract.

**X. EVALUATION AND SCORING CRITERIA**

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

<b>Scoring Factor Chart</b>	
<b>Factor</b>	<b>%</b>
Understanding of Scope: Proposal demonstrates a clear understanding of the project scope, objectives, and desired outcomes.	30
Technical Quality of Proposal: Proposal is well-written, organized, free of errors. Proposed strategies, timelines, and methods align with the goals of the project.	30
Relevant Experience: Demonstrates experience in public outreach, communication campaigns, and working with similar organizations or projects.	20
DBE Participation	15
Cost Proposal: Proposal provides a competitive and transparent budget within the stated constraints.	5
<b>TOTAL</b>	<b>100</b>

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**XI. PROPOSAL INSTRUCTIONS**

- A. Proposal Files should be named and submitted as follows and should not exceed 5MB each:

**1. Technical Submission**

**a. 8-9pages maximum**

- Describe how your firm will carry-out and manage the work and execute the deliverables of the project.
- Provide a proposed Statement of Work ("SOW"), including narrative on proposed approach to completing each task.
- Provide an estimate of the level of effort and project schedule that includes a timeframe required to complete each task.
- Provide a list of proposed staff to handle each task, noting number of years of experience supporting natural resources planning work and 1-3 examples of recent related project experience.

**2. Administration and Price Proposal**

**a. Administration**

- Proposal Response Form provides and Checklist and authorized signature submission
- Exception to the Terms and Conditions and/or Exceptions to the RFP  
Any and all exceptions to the RFP including the Terms and Conditions (Exceptions to the RFP, Exceptions to Terms and Conditions)..
- DBE Plan: DBE Plan and certification(s) from all qualified DBE vendors referenced
- Proof of Insurance A Certificate of Insurance demonstrates that the Proposer, as of the time of Proposal, maintains all insurances requested in Attachment A, Paragraph IX Proposal
- Good Standing Letter: Issued by your corporation jurisdiction.

**b. Price Proposal, 2-3 pages maximum, including assumptions and constraints.**

- Provide the estimated level of effort (LOE) and total cost for each of the required project Tasks.
- Provide the estimated level of effort (LOE) and fully burdened hourly rate of each of the key and other staff proposed to support work under this Task Order.
- Provide the total amount of the Task Order Cost that will be allocated to any proposed subcontractor(s) and the name of the subcontractor(s).

**3. Project Resumes and Samples, 25 pages maximum**

- Resumes are required for key members of the project team including subcontractor(s)
- Samples - Please provide additional information or samples of similar project deliverables, can be provided as hyperlink, PDF, or actual .xlsx or .docx file. Hyperlinks are preferred. These are optional.

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4. Marketing Materials (optional)

- B. The requested Letter of Interest must be signed by an authorized principal or agent of the Proposer, and provide an overview of Proposer's offer, as well as a name, title, phone number, and email address of the person to whom questions may be directed concerning the proposal.
- C. Proposers must include in their RFP submission the additional documentation specified below or they may be determined to be non-responsive and disqualified.
  - a. Please complete attached PROPOSER REFERENCES, attached as described above
  - b. 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
  - c. 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
- 2. All Proposals must be completed by responsible company officials and submitted to the COG LOCKBOX on or before the due date and time.
- 3. 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.
- 4. Bidders shall submit files to the COG LOCKBOX system as follows in XII. SUBMISSION INSTRUCTIONS.

**XII. SUBMISSION INSTRUCTIONS**

- 1. COG has replaced its prior submission system. Be sure to review the instructions below for current access and submission requirements.
- 2. The written proposal shall be organized according to the **XI. Proposal Instructions** above AND documents must be **uploaded to the submission portal (see 11. Below)**. Proposals not following the prescribed format will be deemed nonresponsive.
- 3. The requested Letter of Interest must be signed by an authorized principal or agent of the Proposer, and provide an overview of Proposer's offer, as well as a name, title, phone number, and email address of the person to whom questions may be directed concerning the proposal.
- 4. Proposers must include in their RFP submission the additional documentation specified below or they may be determined to be non-responsive and disqualified.

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Required COG forms include:

Proposer References  
DBE Plan and Response form  
Anti Collusion form  
Debarment Form  
Proposal Response form (checklist)

Required Proposers' files/forms include:

Letter of Interest  
Technical Proposal  
Price Proposal  
Project Resumes/Samples  
Exceptions to the RFP, if any  
Exceptions to the Terms and Conditions, if any  
Proof of Insurance  
Jurisdiction Good Standing Letter  
Marketing Material (optional)

5. All Proposals must be completed by responsible company officials and submitted to the Bonfire system on or before the due date and time.
6. 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 Bonfire system will be rejected.

<p>7. <b>Proposers shall submit electronic copies to the Bonfire system at <a href="https://mwkog.bonfirehub.com/opportunities">https://mwkog.bonfirehub.com/opportunities</a>.</b></p>
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8. 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.
9. 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@mwkog.org](mailto:purchasing@mwkog.org).
10. 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.
11. Proposal responses should indicate that Proposers have reviewed the latest addenda on the Proposal Form via the Proposal Form Checklist.
12. Proposers must acknowledge their understanding of all terms listed in this RFP by signing the Proposal Form as part of their submission.

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13. Any variation to the solicitation specifications should be noted by the Proposer as an exception with an explanation attached to the Proposal Form.

- Exceptions taken do not obligate COG to change the specifications.
- In some cases, exceptions may result in the Proposer being disqualified or result in a lower score in the evaluation process.
- Failure to report exceptions with the submission may result in withdrawal of award if exceptions to the RFP are raised after award.

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

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**ATTACHMENT A: COG STANDARD TERMS AND CONDITIONS**

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

**I. Compliance with Law**

CONTRACTOR hereby represents and warrants that:

- A. 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 CONTRACTOR, enforceable in accordance with its terms.
- B. Its performance under the Contract shall be in a good and workmanlike manner and in accordance with all applicable professional standards.
- C. 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.
- D. 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.
- E. It shall comply with all federal, state, and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract.
- F. 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.

**II. 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<sup>1</sup>**

**A. Nondiscrimination**

In accordance with Title VI of the Civil Rights Act, 42 U.S.C. § 2000d, section 303 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, CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, CONTRACTOR 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.

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

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- B. **Equal Employment Opportunity.** The following equal employment opportunity requirements apply to the underlying Contract:

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

In accordance with Title VII of the Civil Rights Act, 42 U.S.C. § 2000e, CONTRACTOR agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 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. CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, CONTRACTOR agrees to comply with apprenticeship. In addition, CONTRACTOR 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, CONTRACTOR agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, CONTRACTOR 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, CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, CONTRACTOR agrees to comply with any implementing requirements the funding federal agency may issue.

- C. CONTRACTOR also agrees to include these requirements in each subcontract financed in whole or in part with federal assistance, modified only, if necessary, to identify the affected parties.



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**III. DBE Assurance**

- A. CONTRACTOR or its SUBCONTRACTOR(s) shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. CONTRACTOR shall carry out applicable requirements of 49 CFR part 26 in the award and administration of this Contract.
- B. CONTRACTOR is required to make a good faith effort to include disadvantaged Business Enterprises (DBE) in its work under this Contract.
- C. Failure by 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 COG deems 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 CONTRACTOR from future bidding as non-responsible.

**IV. Responsibility of CONTRACTOR**

- A. CONTRACTOR shall perform the services with the standard of care, skill, and diligence normally provided by a contractor in the performance of services similar to the services hereunder.
- B. Notwithstanding any review, approval, acceptance, or payment for the services by COG, CONTRACTOR shall be responsible for the professional and technical accuracy of its work, design, drawings, specifications, and other materials furnished by CONTRACTOR under this Contract.
- C. If CONTRACTOR fails to perform the services, or any part of the services, in conformance with the standard set forth in subparagraph A 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 CONTRACTOR'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.

**V. 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.

**VI. Indemnification**

- A. CONTRACTOR shall protect, hold free and harmless, defend and indemnify COG from all liability, penalties, costs, losses, damages, expenses, causes of action, claims, or judgments (including attorney's fees) resulting from injury to, or death of, any person or damage to property of any kind, which injury, death or damage arises out of, or is in any way connected with the performance of the work or failure to perform its obligations under this Contract.
- 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

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shall not be applicable to injury, death, or damage to the property arising from the sole negligence of COG, its officers, agents, and employees.

**VII. Force Majeure**

- A. Neither COG nor CONTRACTOR 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 CONTRACTOR's reasonable control. COG and/or its members and CONTRACTOR 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 of its claim to the other party within 5 working days.

**VIII. Independent CONTRACTOR**

- A. CONTRACTOR 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 CONTRACTOR's performance. CONTRACTOR 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. CONTRACTOR is responsible for determining the appropriate means and manner of performing the work.
- B. CONTRACTOR represents and warrants that CONTRACTOR 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. CONTRACTOR shall be responsible for all federal or state taxes applicable to any compensation or payments paid to CONTRACTOR under this Contract. CONTRACTOR is not eligible for any federal Social Security, unemployment insurance, or workers' compensation benefits from compensation or payments paid to CONTRACTOR under this Contract.
- D. CONTRACTOR agrees to immediately provide COG notice of any claim made against CONTRACTOR by any third party. CONTRACTOR also agrees not to assign to any third party, without COG's written consent, any obligation of COG to indemnify CONTRACTOR for any actions under this Contract.

**IX. Insurance Requirements**

- A. CONTRACTOR shall obtain, and at all times keep in effect, Commercial General Liability Insurance in the amounts listed below for its activities and operations. The insurance shall include coverage for personal injury, discrimination, and civil rights violation claims. All such insurance shall name COG as ADDITIONAL INSURED. A copy of the certificate of insurance shall be filed with COG prior to the time any services are rendered. CONTRACTOR shall maintain coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate and \$500,000 for property damage. Coverage shall be written on an occurrence form (Accord Form).
- B. CONTRACTOR shall obtain, and at all times keep in effect, automobile insurance on all vehicles used in this Contract with COG to protect CONTRACTOR against claims 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 CONTRACTOR in connection with the carrying out of this

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Contract. All such insurance shall name COG and/or individual members, their employees, and agents as ADDITIONAL INSURED.

- C. CONTRACTOR shall, upon request, provide COG with certification of Workers' Compensation Insurance, with employer's liability in the minimum amount required by the governing jurisdiction's law in effect for each year of this Contract.
- D. CONTRACTOR shall obtain and maintain at all times during the prosecution of the work under this Agreement 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, CONTRACTOR shall provide new certificates of insurance prior to expiration of current policies to all participating agencies.

**X. Ownership of Documents and Materials**

- A. CONTRACTOR agrees that all documents and materials, including but not limited to, reports, drawings, studies, specifications, estimates, maps, photographs, designs, graphics, mechanicals, artwork, and computations prepared by or for CONTRACTOR under the terms of this Contract shall at any time during the performance of the services be made available to COG upon request and shall become and remain the exclusive property of COG upon termination or completion of the services.
- B. COG and participating jurisdictions shall have the right to use the same without restriction or limitation and without compensation to CONTRACTOR other than that provided in this Contract. COG and/or the participating jurisdiction(s) shall be the owner for the purposes of copyright, patent, or trademark registration.
- C. If CONTRACTOR obtains or uses for purposes of this Contract, or subcontracts for, any design, device, material, or process covered by letters of patent for copyright, it shall provide an assignment to COG and/or its jurisdictional members of ownership for purposes of copyright, patent or trademark and of all right to possess and to use such design, device, material or process and a legally sufficient agreement with the patentee or owner, and a copy of such agreement shall be filed with COG and/or its members.
- D. CONTRACTOR shall indemnify and hold harmless COG from any and all claims for infringement by reason of the use of any such patented design, device, materials, or process, or any trademark or copyright, and shall indemnify, protect, and save harmless COG, its officers, agents, and employees with respect to any claim. Actions for costs or infringement, for royalties or user fees, arising out of purchase or use of materials, construction, supplies, equipment, or services are covered by this provision.

**XI. Access to Records and Reports**

- A. CONTRACTOR shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles. In addition, CONTRACTOR shall maintain any other records

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pertinent to this Contract in such a manner as to clearly document CONTRACTOR's performance hereunder.

- B. CONTRACTOR acknowledges and agrees that COG and its duly authorized representatives shall have access to such fiscal records and all other books, documents, papers, plans, and writings of the CONTRACTOR that are pertinent to this Contract. All such fiscal records, books, documents, papers, plans, and writing shall be retained by CONTRACTOR and kept accessible for a minimum of three (3) years, except as required longer by law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Contract, whichever date is later.
- C. All subcontracts shall also comply with these provisions.

## **XII. 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 CONTRACTOR pursuant to this CONTRACT shall be made no later than 30 days after COG's receipt of a proper invoice from CONTRACTOR.
- 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 CONTRACTOR pursuant to this CONTRACT shall be made no later than 30 days after COG's receipt of a proper invoice from the CONTRACTOR.
- 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. CONTRACTORS 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.

## **XIII. Contingent Fee Prohibition**

CONTRACTOR, architect or engineer (as applicable) warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for CONTRACTOR, architect or engineer, to solicit or secure this Contract, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any commission, percentage, brokerage, or contingent fee or other consideration contingent on the making of this Contract.

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**XIV. Severability/Waiver**

- A. COG and CONTRACTOR agree that, if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- B. The failure of either party to enforce any provision of this Contract shall not constitute a waiver by that party of that or any other provision of this Contract.

**XV. Subcontracting or Assignment**

The benefits and obligations hereunder shall inure to and be binding upon the parties hereto and neither this Contract nor the services to be performed hereunder shall be subcontracted, or assigned or otherwise disposed of, either in whole or in part, except with the prior written consent of COG. COG have the right to withhold such consent for any reason COG deems appropriate.

**XVI. Survival**

The terms, conditions, representations, and all warranties contained in this Contract shall survive the termination or expiration of this Contract.

**XVII. Breaches and Dispute Resolution**

**A. Disputes**

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

In connection with any such appeal, the CONTRACTOR shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Executive Director or his/her designee shall be final and binding upon the CONTRACTOR, and the CONTRACTOR shall abide by the decision.

**B. Performance During Dispute**

Unless otherwise directed by COG, the CONTRACTOR 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.

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**XVIII. Remedies**

A. Corrections of errors, defects, and omissions

CONTRACTOR agrees to perform the work as may be necessary to correct errors, defects, and omissions in the services required under this Contract, without undue delays and without cost to COG. The acceptance of the work set forth herein by COG shall not relieve CONTRACTOR of the responsibility of subsequent corrections of such errors.

B. Set Offs

COG may deduct from and set-off against any amounts due and payable to CONTRACTOR any back-charges, penalties, or damages sustained by COG, their agents, employees of recipients of its services, by virtue of any breach of this Contract by CONTRACTOR or by virtue of the failure or refusal of CONTRACTOR to perform the services or any part of the services in a satisfactory manner. Nothing herein shall be construed to relieve CONTRACTOR of liability for additional costs resulting from a failure to satisfactorily perform the services.

C. Cumulative

All rights and remedies of COG/and its participating members and CONTRACTOR shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of COG by law.

**XIX. Termination**

A. If CONTRACTOR fails to fulfill its obligations under the Contract properly and on time, or otherwise violates any provision of the Contract, COG may terminate the Contract by written notice to CONTRACTOR.

B. The notice shall specify the acts or omissions relied upon as cause for termination.

C. All finished or unfinished work provided by CONTRACTOR shall, at COG's option, become COG's and/or member's property. COG shall pay the CONTRACTOR fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by CONTRACTOR's breach. If the damages are more than the compensation payable to the CONTRACTOR, CONTRACTOR will remain liable after termination and COG can affirmatively collect damages.

**XX. Termination of Contract for Convenience**

A. The performance of work under this Contract may be terminated by COG, in whole or in part, upon written notice to CONTRACTOR, when COG determines such termination is in the best interest of COG. The termination for convenience is effective on the date specified in COG's written notice.

B. COG will pay for all reasonable costs allocable to the Contract for work or costs incurred by CONTRACTOR up to the date of termination. However, CONTRACTOR shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

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**XXI. Termination of Multi-Year Contract**

- A. If COG fail to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be cancelled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either COG's and/or participating members rights or the CONTRACTOR's rights under any termination clause in this Contract.
- B. The effect of termination of the Contract hereunder will be to discharge both CONTRACTOR and COG from future performance of the Contract, but not from their rights and obligations existing at the time of termination. CONTRACTOR shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. COG shall notify CONTRACTOR as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

**XXII. Bankruptcy**

Upon filing for any bankruptcy proceeding by or against CONTRACTOR, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, CONTRACTOR must notify COG immediately. Upon learning of the actions herein identified, COG reserves the right at its sole discretion either to cancel/terminate the Contract or to affirm the Contract and hold CONTRACTOR 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.

**XXIII. Time is of the Essence**

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

**XXXIV. Entire Contract**

This Contract constitutes the complete and exclusive statement of the Contract between the parties relevant to the purpose described herein and supersedes all prior agreements or proposals, oral or written, and all other communication between the parties relating to the subject matter of this Contract.

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

1. Terms and conditions of any grant that provides funding for this Contract, in whole or in part;
2. Terms and conditions set forth or referenced within this Contract;
3. Terms and conditions and representations set forth or referenced within Attachments A and F to this Contract;



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4. Terms, conditions, specifications, and requirements set forth within any solicitation (e.g., RFP or IFB) pursuant to which this Contract was awarded;
5. Offers, representations, promises, terms, and conditions set forth with the bid or proposal submitted in response to any solicitation (e.g., RFP or IFB) pursuant to which this Contract was awarded.

(Revised 3/14/2024)

***Acknowledged and Accepted***

Company Name \_\_\_\_\_

\_\_\_\_\_  
Authorized Official's Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



### **COOPERATIVE PURCHASING PROGRAM RIDER CLAUSE**

The COG Cooperative Purchasing Program works to aggregate the public entity and non-profit purchasing volumes in the National Capital Region of Maryland, Virginia and Washington, D.C.

#### **I. Format**

COG serves as the Lead Agency of this procurement and has included this Cooperative Rider Clause indicating its willingness to allow other public entities to participate in this procurement ("Participating Agency") pursuant to the following Terms and Conditions:

#### **II. Terms**

- A. A Participating Agency, through their use of this Cooperative Rider Clause, agree to the terms and conditions of the resulting contract to the extent that they can be reasonably applied to the Participating Agency.
- B. A Participating Agency may also negotiate additional terms and conditions specific to their local requirements upon mutual agreement between the parties.

#### **III. Other Conditions - Contract and Reporting**

- A. The resulting contract shall be governed by and "construed" in accordance with the laws of the State/jurisdiction in which the Participating Agency is officially located.
- B. Contract obligations rest solely with the Participating Agency only.
- C. Contractor must provide semi-annual contract usage reporting information to COG, including but not limited to quantity, unit pricing and total volume of sales by entity on demand and without further approval of Participating Agency:

*Semi-annual reporting Due Dates beginning from Contract execution:*

- November 30, covering May 1 – October 31
  - May 31, covering November 1 – April 30
- D. Contractor is required to report any Participating Agency that is added to the contract and a **COG Rider Clause Approval Form** must be filled out by the Participating Agency and approved by COG (see form below).
- E. Contractor must provide to COG a semi-annual administrative fee of two percent (2.0%) on all gross invoices at the time of the semi-annual report submission due dates listed above.
- F. Significant changes in total contract value may result in further negotiations of contract pricing with the Lead Agency and any Participating Agency.
- G. Although Participating Members (see next page) are the priority of this rider clause, organizations not on this list are permitted to use this clause by mutual agreement and approval by COG.

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## II. Participating Members

### COG Member Governments

- **District of Columbia**

- **Maryland**

- Town of Bladensburg
- City of Bowie
- City of College Park
- Charles County
- City of Frederick
- Frederick County
- City of Gaithersburg
- City of Greenbelt
- City of Hyattsville
- City of Laurel
- Montgomery County
- Prince George's County
- City of Rockville
- City of Takoma Park

- **Virginia**

- City of Alexandria
- Arlington County
- City of Fairfax
- Fairfax County
- City of Falls Church
- Loudoun County
- City of Manassas
- City of Manassas Park
- Prince William County

- **Other Local Governments**

- Town of Herndon
- Spotsylvania County
- Stafford County
- Town of Vienna

- **Public Authorities/Agencies**

- Alexandria Renew Enterprises
- District of Columbia Water and Sewer Authority
- Metropolitan Washington Airports Authority
- Montgomery County Housing Opportunities Commission
- Potomac & Rappahannock Transportation Commission/ Omni Ride
- Prince William County Service Authority

- Upper Occoquan Service Authority
- Washington Metropolitan Area Transit Authority
- Washington Suburban Sanitary Commission

- **School Systems**

- Alexandria Public Schools
- Arlington County Public Schools
- Charles County Public Schools
- District of Columbia Public Schools
- Frederick County Public Schools
- Loudoun County Public Schools
- City of Manassas Public Schools
- Montgomery College
- Montgomery County Public Schools
- Prince George's County Public Schools
- Prince William County Public Schools
- Spotsylvania County Schools
- Winchester Public Schools

- **State Agencies**

- Maryland-National Capital Park and Planning Commission

- 

- **BALTIMORE METROPOLITAN COUNCIL**

- City of Annapolis
- Anne Arundel County
- Anne Arundel County Public Schools
- Anne Arundel Community College
- City of Baltimore
- Baltimore City Public Schools
- Baltimore County
- Baltimore County Public Schools
- Community College of Baltimore County
- Carroll County
- Harford County
- Harford County Public Schools
- Harford Community College
- Howard County
- Howard County Public Schools System
- Howard Community College
- Queen Anne's County
- Queen Anne's County Public School

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**COG Rider Clause  
Approval Form**

This form must be executed for any Participating Agency, both within and outside of the Metropolitan Washington Council of Governments (COG) region, to use the COG Cooperative Rider Clause to ride solicitations and contracts.

*NOTE: Effective January 1, 2019, COG does not authorize the use of the MAPT/COG Cooperative Rider Clause without this form being completed and approved.*

Participating Agency Name \_\_\_\_\_

Contact Person \_\_\_\_\_

Phone \_\_\_\_\_ Email Address \_\_\_\_\_

Solicitation/Contract Information:

Name Solicitation/Contract \_\_\_\_\_

Lead Agency/Contract Holder \_\_\_\_\_

Contact Person \_\_\_\_\_

Solicitation/Contract Number \_\_\_\_\_ Other Reference \_\_\_\_\_

Vendor Information:

Contractor Name \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Contact Person \_\_\_\_\_

Phone \_\_\_\_\_ Email Address \_\_\_\_\_

*See questions on next page.*

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**Questions** –

**YES**    **NO**

- |   |       |       |
|---|-------|-------|
| 1. Is the Contract active and currently in force?   | _____ | _____ |
| 2. Is the Participating Agency's specifications/scope of work the same or very similar to that in the Contract?   | _____ | _____ |
| 3. Is riding this Contract within the rules and regulations of the Participating Agency and approved by the Participating Agency's Purchasing Department? | _____ | _____ |

**Participating Entity**

**Metropolitan Washington  
Council of Governments**

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

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**PROPOSAL RESPONSE CHECKLIST**

<u>Items</u>	<u>Acknowledgment/Attached</u>	
Technical Proposal	YES_____	NO_____
Pricing Proposal	YES_____	NO_____
Attachment A: COG Standard Terms and Conditions ( <i>signed</i> )	YES_____	NO_____
Attachment B: Past Performance and References (With Technical Proposal)	YES_____	NO_____
Attachment C: Non-Collusion Affidavit	YES_____	NO_____
Attachment D: DBE Plan Goals Submission	YES_____	NO_____
Attachment E: Cooperative Purchasing Program Rider Clause ( <i>acknowledged</i> )	YES_____	NO_____
Exceptions Taken*	YES_____	NO_____
Jurisdiction Good Standing Letter	YES_____	NO_____
Can accept Electronic Payments	YES_____	NO_____
SAM.gov Registration Number, if any	_____	

*\*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.***

<b>Addendums (if applicable)</b>	<b>Acknowledgement</b>	
Addendum #1 (if applicable)	YES_____	NO_____
Addendum #2 (if applicable)	YES_____	NO_____
Others _____	YES_____	NO_____

**\*\* Signature page follows \*\***

## Signature Section

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

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

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

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

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

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

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

WEBSITE: \_\_\_\_\_

### *PRIMARY POINT OF CONTACT*

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

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

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

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

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

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

WEBSITE: \_\_\_\_\_

**Exhibit A**  
**DBE Plan Goals Submission**  
**Solicitation Number \_\_\_\_\_**

<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) No other are accepted
	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 Category (Check Applicable)</b> Male _____ Female _____	Black American _____ Hispanic American _____ Native American _____	Asian-Pacific American _____ Non-Minority _____ Subcontinent Asian American _____
<b>DBE Certification</b>	State: _____	Certification Type: DBE (must be DBE) No other are accepted
	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 Category (Check Applicable)</b> Male _____ Female _____	Black American _____ Hispanic American _____ Native American _____	Asian-Pacific American _____ Non-Minority _____ Subcontinent Asian American _____
<b>DBE Certification</b>	State: _____	Certification Type: DBE (must be DBE) No other are accepted

	Certifying Agency: _____	
Certification Form Must Be Attached to this form	Certification # _____	Expiration Date: _____
<i>Copy for additional DBE subcontractors</i>		
DBE SUBCONTRACTOR 3	Name: _____	
Street Address		Tax ID #: _____
City, State, Zip		Website: _____
POINT OF CONTACT	Name: _____	Title: _____
	Email: _____	Telephone: _____
Subcontract Value	Cost \$ _____	Percentage of total _____%
DBE Category (Check Applicable) Male _____ Female _____	Black American _____ Hispanic American _____ Native American _____	Asian-Pacific American _____ Non-Minority _____ Subcontinent Asian American _____
DBE Certification	State: _____	Certification Type: DBE (must be DBE) No other are accepted
	Certifying Agency: _____	
Certification Form Must Be Attached to this form	Certification # _____	Expiration Date: _____
<i>Copy for additional DBE subcontractors</i>		
DBE SUBCONTRACTOR 4	Name: _____	
Street Address		Tax ID #: _____
City, State, Zip		Website: _____
POINT OF CONTACT	Name: _____	Title: _____
	Email: _____	Telephone: _____
Subcontract Value	Cost \$ _____	Percentage of total _____%
DBE Category (Check Applicable) Male _____ Female _____	Black American _____ Hispanic American _____ Native American _____	Asian-Pacific American _____ Non-Minority _____ Subcontinent Asian American _____
DBE Certification	State: _____	Certification Type: DBE (must be DBE) No other are accepted
	Certifying Agency: _____	
Certification Form Must Be Attached to this form	Certification # _____	Expiration Date: _____
<i>Copy for additional DBE subcontractors</i>		



METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS  
RFP 25-008  
COMMUNITY ENGAGEMENT CAMPAIGN MARKETING CONSULTANT

**NON-COLLUSION AND DEBARMENT 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 bidder 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 Bid 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.

Proposal \_\_\_\_\_

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

\_\_\_\_\_  
Signature

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

Swore to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

My commission expires \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

(Notary Seal)

Please provide the print out or screenshot of your SAM file attached to this form from  
<https://sam.gov>

METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS  
RFP 25-008  
COMMUNITY ENGAGEMENT CAMPAIGN MARKETING CONSULTANT

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

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

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

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

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Typed Name of Vendor

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Typed Name & Title of Authorized Representative

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Signature of Authorized Representative

Date

RFP 25-008  
COMMUNITY ENGAGEMENT CAMPAIGN MARKETING CONSULTANT

**PROPOSERS EXPERIENCE/REFERENCES**

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

The Proposer, for itself and for any Subcontractors, must provide a list, as well as references, of similar work completed or in progress for other clients. Preferred references will be from recent work, conducted within the last five years. References shall include complete contact information. Names, titles, addresses, and telephone numbers shall be included for each reference. References must include work in which key personnel proposed to COG for this project have served.

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 \_\_\_\_\_

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

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

Address \_\_\_\_\_

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

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

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

Address \_\_\_\_\_

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