



**REQUEST FOR PROPOSALS (RFP) NO. 25-014  
UPDATING THE COGTOOLS NETWORK EDITING AND  
MANAGEMENT SOFTWARE**

Proposers shall submit an **ELECTRONIC COPY** of their proposal to the COG LOCKBOX system, as per the submission instructions in Section X of this RFP.

RELEASED DATE: 8/1/2025

Submission Due Date: September 5, 2025 **2:00 PM ET**

Questions regarding the RFP shall be submitted as directed in Section XI.

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**I. SUMMARY**

Service(s) requested	<p>COGTools is an ArcGIS add-in, written in VB.NET, used for developing and maintaining transportation networks used in the COG/TPB Regional Travel Demand Forecasting Model. COGTools needs to be migrated from ArcGIS 10.8 to ArcGIS Pro. COGTools also needs to be migrated from VB.NET to a new programming language, such as C#. There are two alternatives for the migration:</p> <ul style="list-style-type: none"> <li>• Alternative 1 – Direct Migration (ArcGIS 10.8 + VB.NET would be migrated directly to ArcGIS Pro + C#)</li> <li>• Alternative 2 – Phased Migration (i.e., first, ArcGIS 10.8 + VB.NET would be migrated to ArcGIS Pro + VB.NET, and, then the vendor would conduct a subsequent migration to ArcGIS Pro + C#)</li> </ul> <p>In their proposals, the contractor will propose cost estimates and timelines on both alternatives, explain their preferred approach with justification, and propose detailed steps to complete each of the four tasks that are detailed in this RFP.</p> <p>Based on the contractor proposals, COG/TPB staff will decide which approach to take (Alternative 1 or Alternative 2).</p> <p>Once the contract is awarded, the contractor will perform the two-part software migration (i.e., platform migration and programming language migration) using the selected alternative approach.</p>
Contract type	Time and materials (Not to Exceed)
Number of contracts	Single award
Duration of contract	One (1) year with extension if schedule requires
Payment method	Net 30
Planned duration of RFP advertisement	Approximately 4 weeks
Start of advertisement period for RFP	8/1/ 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	September 5, 2025

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## **II. INTRODUCTION**

### **OVERVIEW**

This solicitation proposes an upgrade to the COGTools software package, an ArcGIS add-in that is used by the staff of the Metropolitan Washington Council of Governments/National Capital Region Transportation Planning Board (COG/TPB) to manage and edit transportation networks used by the COG/TPB Regional Travel Demand Forecasting Model.

COG seeks consultant's recommendation of the replacement/new programming language for COGTools.

### **BACKGROUND**

As the designated Metropolitan Planning Organization (MPO) for the metropolitan Washington region, the National Capital Region Transportation Planning Board (NCRTPB or TPB) is responsible for the development and implementation of long-range transportation and air quality plans in accordance with federal regulations. This involves the application of network-based travel demand forecasting models in support of regional transportation planning processes. Additionally, the TPB functions as a policy board within the Metropolitan Washington Council of Governments (MWCOG or COG), where it evaluates future scenarios by modeling changes in transportation infrastructure, such as highway additions or rail expansions. These travel models operate within a 6,800-square-mile region, which is segmented into around 3,700 Transportation Analysis Zones (TAZs).

The TPB utilizes OpenPaths Cube software from Bentley Systems, Inc. for its traditional, "four-step," trip-based travel demand forecasting models, with the current production-use model being the Gen2/Version 2.4.6 Travel Model. The TPB also uses Geographic Information System (GIS) products from Esri for tasks like mapping, visualization, and management of the spatial data, since a GIS application functions as a spatial database management system (DBMS). Specifically, TPB staff currently use ArcGIS version 10.x, but staff is also in the process of migrating to ArcGIS Pro. The Travel Forecasting and Emissions Analysis (TFEA) Team, under COG's Department of Transportation Planning (DTP), oversees activities related to development of the travel model (model development) and the associated transportation networks used by the travel model (network development). TFEA staff currently use ArcGIS 10.x along with COGTools, which is an ArcGIS add-in that provides a suite of functions for managing and developing transportation planning networks used by the travel model.

COGTools was developed by a consultant and is currently maintained by TFEA staff. COGTools is written in Microsoft Visual Basic .NET (VB.NET). COGTools works with spatial databases stored as an Esri Personal Geodatabase (pGDB), which is in Microsoft Access Database (.mdb) format. However, COGTools is currently incompatible with ArcGIS Pro due to the significant changes in the architecture of ArcGIS Pro. Furthermore, ArcGIS Pro does not support pGDB. Instead, Esri recommends the use of a more robust relational database management system such as SQLite, which offers benefits such as no size restrictions, improved performance, better data integration, and reduced disk space usage. In addition, ArcGIS Server, used by the TPB for web map publishing, also does not support data from pGDBs.

Since its deployment in 2008, COGTools has been vital for TPB's transportation network development activities. The current COGTools User's Guide is from 2022, but the latest updates to COGTools occurred in October 2024. To continue to maintain and enhance network development

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capabilities, a new version of COGTools that is compatible with both current and future releases of ArcGIS is required. This tool should meet TPB's requirements for generating transportation network data essential for long-range transportation planning and air quality conformity analyses.

### CURRENT DATABASE AND COGTOOLS

The TPB's unified geodatabase (UGDB) serves as a central repository for the highway and transit network data. As noted above, the database is currently constructed as a personal geodatabase (pGDB), in Microsoft Access Database (.mdb) format, and stores transportation network data in a multi-modal (highway and transit) and multi-year framework. The geodatabase includes spatial/geographic information that allows network elements (e.g., links, nodes, and routes) to be viewed and edited in the ArcGIS environment. The UGDB also includes link/node/TAZ attribute data that is required by the regional travel models.

The COGTools application was developed to help with network editing tasks such as processing network data, exporting highway and transit network files in Cube Voyager or personal geodatabase formats, and generating dynamic layers (e.g., base network layer, travel direction layer and transit layer). COGTools includes two primary functions: 1) the ability to edit (add, delete, or modify) network elements within the UGDB and 2) the ability to export year-specific network files from the UGDB into Cube TRNBUILD or Cube Public Transport (PT) format, which can be read directly into the travel models. The COGTools application also enables customized viewing and mapping of the highway and transit features in the UGDB.

### III. DEFINITIONS

- A. Throughout this RFP, the following definitions shall apply:
  - B. COG/MWCOG: Metropolitan Washington Council of Governments
  - C. *COG Contracting Officer*: The Executive Director of the Metropolitan Washington Council of Governments or their designee.
  - D. COG Project Manager: The COG employee responsible for managing this project.
  - E. *Contractor*: An individual or organization awarded a prime contract based on this solicitation.
  - F. *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.
  - G. *Participating Agency*: Public entities participating in this procurement and receiving services under these contracts.
  - H. *Proposer*. The party of interest submitting a proposal in response to this RFP.
  - I. *Subcontractor*: An individual or business firm contracted to perform part or all of a Contractor's contract.

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- J. *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.
- K. TPB: COG’s Transportation Planning Board
- L. MPO: Metropolitan Planning Organization

**IV. STATEMENT OF WORK**

CONTRACTOR will perform the software migration, which consists of four (4) tasks.

**Task 1: Migration of COGTools from ArcGIS 10.8 to ArcGIS Pro**

Need - Migrate COGTools away from ArcGIS 10.8 for the following reasons:

- End of ArcGIS 10.8 Support: ArcGIS 10.8 has already reached the end of general support (March 2024) and will reach the end of extended support in a year (March 2026).
- Security & Compliance Risks: Without official Esri support, the COGTools application may become vulnerable to security threats and will not receive updates or patches.
- Limited Integration with Modern GIS Systems: ArcGIS 10.8 relies on COM-based ArcObjects, which is now outdated and incompatible with Esri’s future GIS architecture.

CONTRACTOR will migrate COGTools to the ArcGIS Pro platform, which is a 64-bit GIS application designed as a replacement for the older 32-bit ArcMap (part of ArcGIS 10.x) utility, offering a modern user interface, 2D/3D mapping capabilities, and enhanced performance. A more detailed comparison of ArcGIS 10.0 and ArcGIS Pro can be found in Table 1 below.

*Table 1 Comparison Between ArcGIS 10.8 and ArcGIS Pro*

	<b>ArcGIS 10.8 (ArcMap)</b>	<b>ArcGIS Pro</b>
<b>Architecture</b>	32-bit (COM-based ArcObjects)	64-bit (Modern .NET SDK)
<b>Customization</b>	Uses ArcObjects (VB.NET, C#)	Uses ArcGIS Pro SDK (.NET, WPF)
<b>Performance</b>	Slower, limited memory usage	Faster processing, multi-threading
<b>User Interface</b>	Classic Windows toolbar-based UI	Ribbon-based UI with dockable panels
<b>2D/3D Support</b>	Requires separate ArcScene/ArcGlobe for 3D	Native 2D & 3D support
<b>Data Support</b>	Supports Personal Geodatabase (.mdb)	Does not support .mdb (uses File GDB or Enterprise GDB)
<b>Geoprocessing</b>	Python 2.x with ArcPy	Python 3.x with improved ArcPy performance
<b>Cloud &amp; Online</b>	Limited integration with ArcGIS Online	Seamless ArcGIS Online/Enterprise integration

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**Task 2: Migration of the COGTools geodatabase from Microsoft Access Database to Another Database Format**

The 64-bit ArcGIS Pro software does not support Microsoft Access Database (.mdb), which is based on **32-bit technology**. As such, as part of the migration to ArcGIS Pro, the network database must be transitioned to a compatible format. Table 2 below includes alternative database formats for consideration:

*Table 2. Alternatives to Microsoft Access Database*

Alternative	Description	Best Use Case
<b>File Geodatabase (.gdb)</b>	Esri's default geodatabase format, optimized for 64-bit processing. Offers better performance and storage capacity than .mdb.	General use for large datasets and performance-driven applications.
<b>SQLite/GeoPackage (.sqlite, .gpkg)</b>	Lightweight, single-file database format that supports SQL queries. Supported natively in ArcGIS Pro.	For users needing a portable, lightweight database that works across different applications.
<b>Enterprise Geodatabase (SQL Server, PostgreSQL, Oracle)</b>	A multi-user geodatabase stored in a relational DBMS with full ArcGIS Pro support.	For enterprise-level applications requiring data replication, multi-user access, and versioning

The preliminary scan of the alternatives provided three viable options for the migration of TPB's UGDB:

- Option 1: Convert to File Geodatabase (Preferred for performance and Esri-native functionality).
- Option 2: Convert to SQLite/GeoPackage if portability and SQL querying are needed.
- Option 3: Migrate to Enterprise Geodatabase if multi-user editing and enterprise-level management are required

Based on a preliminary assessment by the COG/TPB staff, COG/TPB staff believe that SQLite would be a leading contender for the replacement of Microsoft Access as the database format for the following reasons (below). However, COG/TPB staff is not wed to this assessment and is open to alternative systems. Below are some benefits of switching from Microsoft Access Database to SQLite:

- **Lightweight & Portable:** Unlike File Geodatabases, SQLite databases are a single file, making these files easier to share.

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- Cross-Platform: Works with both ArcGIS Pro and non-Esri applications.
- SQL Query Support: Unlike File Geodatabases, SQLite allows for standard SQL queries.
- Good for COG Model network: If a full Enterprise Geodatabase is unnecessary, SQLite is a good lightweight alternative.

### Task 3: Convert Year-Specific Transit Networks into an Any-Year Transit Network

TPB's network geodatabase consists of both highway and transit networks. Although the highway system is represented as an "any-year" network where highway networks can be generated for any year between the base and horizon year, transit networks are coded for individual years and are typically available only for the milestone years in a specific analysis. The current transit network maintains separate records for individual analysis years, which results in redundant data storage and makes a temporal analysis challenging. To overcome this shortcoming, CONTRACTOR will convert the individual year-specific transit networks into a unified, **continuous transit network** by introducing two key attributes: "**start year**" and "**end year**." These attributes will define the operational period of each transit route, stop, or network segment, allowing a single dataset to represent the transit system across multiple years. This transformation should **reduce data duplication, enhance query performance, and support temporal analyses**. It should also enable users to retrieve transit data for any specific year or period, thereby significantly speeding up network development for planning activities that involve multiple analysis years, such as the air quality conformity analysis of long-range transportation plans. Additionally, this approach might be able to ensure that historical transit network changes are preserved, providing a more flexible and scalable solution for database management and analysis.

The CONTRACTOR will implement the conversion to the any-year transit network and make necessary adjustments in COGTools to make sure that the any-year transit network works seamlessly with the existing highway/transit network editing functionality.

### Task 4: Migration from VB.NET to Another Programming Language

The current COGTools is developed in **VB.NET**, but COG/TPB staff recommend switching to a different programming language as part of this migration effort to further improve the efficiency of the COGTools application on the ArcGIS Pro platform. Two candidate languages for the migration from VB.NET are C# and Python.

Regarding C#, although both **VB.NET** and **C#** are fully supported on the .NET platform, there are several compelling reasons why **C#** is often chosen over **VB.NET**, especially when working with technologies like the **ArcGIS Pro SDK** and performing modern software development practices.

#### CURRENT CONSIDERATIONS:

##### Industry Standard and Popularity:

C# is a cross-platform general purpose language that makes developers productive while writing highly performant code. With millions of developers, C# is the most popular .NET language. C# has broad support in the ecosystem and all .NET [workloads](#). Based on object-

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oriented principles, it incorporates many features from other paradigms, not least functional programming. Low-level features support high-efficiency scenarios without writing unsafe code. Most of the .NET runtime and libraries are written in C#, and advances in C# often benefit all .NET developers. C# is the primary language used for ArcGIS Pro SDK development, which means better support, more resources, and easier integration with other technologies.

#### **Wider Adoption and Resources:**

Most of the resources, examples, documentation, and tutorials available for the ArcGIS Pro SDK and other ESRI technologies are written in C#. This means there's more community support, better access to resources, and more readily available solutions when using C#.

#### **Modern Language Features**

C# is a more modern, feature-rich language compared to VB.NET. It supports many advanced language features like:

- LINQ (Language Integrated Query): Powerful querying capabilities directly within the language.
- Async/Await: Allows asynchronous programming, which is crucial for improving the responsiveness and performance of applications, especially for geospatial applications that may involve long-running operations.
- Pattern Matching: Simplifies complex decision-making logic, making the code more readable and maintainable.
- Tuples, Records, and More: C# supports several modern features like records (for immutable data types) and tuples, which make the code cleaner and more concise.

#### **Performance**

**C# is generally more performant** than VB.NET. The differences in performance are typically minor for smaller applications, but C# has optimizations and features that are better suited for large-scale, high-performance applications, especially when dealing with complex geospatial data in ArcGIS Pro.

#### **Long -Term Support and Evolution**

**C# is more actively evolved** with each new version of .NET. Compared to VB.NET, **C# is more frequently enhanced** with new language features and optimizations, ensuring its relevance for future development needs.

Staff also considered Python, a high-level, interpreted, and general-purpose dynamic programming language. Python is known as a powerful, flexible, and easy-to-use language. In addition, the Python community is very active, and it has a large user base in the TFEA Team. However, staff also acknowledge that Python may not be as efficient for the development of high-performance Graphical User Interfaces (GUIs) and working with proprietary GIS data.

COG seeks consultant's recommendation of the new programming language for COGTools.

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**PROPOSED DELIVERABLES FOR THE PROJECT**

Following are the proposed deliverables for this project.

1. Monthly progress meetings with COG/TPB staff, including one kick-off meeting and one meeting for the vendor to better understand COG/TPB staff needs.
2. There will be one or two task orders depending on whether a direct migration approach or a phased migration approach is taken. For each task order:
  - a. Draft report or memorandum documenting the work (to be reviewed by COG/TPB staff).
  - b. Final report or memorandum documenting the work (following review by COG/TPB staff)
3. An updated version of COGTools that is compatible with ArcGIS Pro, a new geodatabase format, and the new target programming language (Python, C#, or some other), with recommended new features.

**V. PERIOD OF PERFORMANCE**

The Period of Performance for this work shall be from the date of contract execution to December 2026.

**VI. PRICES/BILLING**

- A. This will be a Fixed Price Budget. After the CONTRACTORS submit their proposals, which will include proposed technical approach and the CONTRACTORS' estimated costs, the Technical Selection Committee will rank the proposals based on the factors in the table. The proposal with the highest score will win, provided that that proposal has an estimated cost that is below the maximum budget for the project.
- B. Unless stated otherwise below, all prices offered by Proposers shall be firm against any increase for the duration of the initial contract period. Proposers shall include price increases for the optional renewal periods given above as part of their Proposal.
- C. 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.
- D. Travel costs will not be reimbursed at a rate above the then-current Federal Government Services Administration Privately Owned Vehicle mileage reimbursement rate (see [Privately owned vehicle \(POV\) mileage reimbursement rates | GSA](#) )
- E. Contractor's billing system shall ensure that invoices do not include sales tax. COG, and any Participating Agencies, will provide certificates of exemption for sales tax upon request, as needed.
- F. For all transactions, a Contractor shall have a current valid COG requested forms on file and required certifications on file with the Participating Agency prior to beginning work.

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- G. CONTRACTOR will provide a total cost estimate for each of the four tasks in the project. Additionally, CONTRACTOR shall provide cost estimate details, providing the Technical Selection Committee with information about how the total cost was developed. Cost details should include:
- H. Number of people/staff expected to work on the task, broken down by job role/title/labor category.
- I. Hourly labor rate (both unburdened and burdened) for each proposed staff member.
- J. Approximate number of hours, by task, for each proposed staff person.
- K. Any other direct costs, such as software or travel
- L. Subcontractor costs, subset, if any.
- M. Although this project is not expected to span multiple fiscal years, please provide the escalation rate/inflation rate that the CONTRACTOR would expect for salaries and other expenses (e.g., 3% per year for salaries and 3% per year for other direct costs).

**VII. QUESTIONS CONCERNING THIS RFP**

- A. All questions concerning this RFP must be submitted by posting to the Bonfire/EUNA portal no later than 2:00 pm Eastern Time, ten (10) business days before the due date of the proposals.
- B. Answers shall be provided no later than five (5) business days before the due date of the proposals via Addendum posted to the portal.

**VIII. 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.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 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.

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- 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 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.
- F. This DBE section will be updated as legally required.

**IX. 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>
<i>File A: Technical Proposal</i>	
Understanding of the requirements of the RFP and technical quality of the proposal	25
Project approach	25

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Demonstrated knowledge and experience of key personnel and availability of key personnel	25
<i>File B: DBE, Pricing Proposal, and Forms</i>	
DBE Participation	15
Cost Proposal	10
<b>TOTAL</b>	<b>100</b>

**X. PROPOSAL INSTRUCTIONS**

All Offerors must submit their proposals following the prescribed format. Adherence to the proposal format by all Offerors will ensure a fair evaluation regarding the needs of COG. Offerors not following the prescribed format will be deemed non-responsive. The letter transmitting the proposal must be signed by an officer authorized to bind the Offeror. All required pages are included in the page count. The proposal must include the following:

**Volume 1 Technical Response (Max. length 50 pages; Min. font size 11 pt.(for graphics, 10 pt)**

Letter of Interest - 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 persons to whom questions and/or notifications may be directed concerning the proposal.

- Do NOT include any cost or pricing in the Technical Volume.

Table of Contents  
Executive Summary

**A. Section 1 - Qualifications of the firm and key personnel**

1. This section shall provide the professional credentials and expertise of the Offeror and key personnel assigned to this project.
2. Do not include any cost or pricing information in the technical section
3. Although standard personnel resumes may be included as attachments to the proposal in Volume II, 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.

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**B. Section 2 - Proposed method to accomplish the work**

1. In this section of the proposal, Offerors must provide a detailed description of their approach for accomplishing the tasks specified herein. This section shall include a work plan, schedule, and a project management plan that will detail all lines of authority and communication which will support all the project requirements and logically lead to the deliverables required in this RFP. A matrix shall be provided which will identify, by task, key personnel assignments.
2. Offerors should explain any deviation from the stated Scope of Work.
3. Do not include any cost or pricing information in this section
4. Timely completion of the task orders outlined and issued for this project is of critical importance. Offerors are to provide a brief description of their current projects and the availability of key personnel proposed in this project.
5. Offerors must provide an example scope of work, technical approach, work plan, and proposed staffing for one of the optional tasks that may be issued under this contract. Please refer to the Summary Page and Statement of Work sections of this document to ensure that proposals include all the requested information.
6. Offerors may propose multiple options/approaches based on needs and budget. Offerors are encouraged to think creatively. However, all options must demonstrate that they can fulfill the project requirements as outlined in the RFP.

**C. Section 3 - References AND Resumes of the CONTRACTOR and any proposed subcontractor(s)**

1. The proposed CONTRACTOR and any Subcontractor(s) shall provide at least three (3) references who COG may contact regarding similar work performed. See Attachment C for form to be used.
2. Offerors may provide letters of reference from previous relevant clients. Names, titles, addresses and telephone numbers shall be included for each reference.
3. All three of these references shall include work in which the key personnel proposed to COG have been assigned.
4. Resumes of Key Personnel (prime and subcontractors) (Max page length 20 pages; Min font size is 11 pt (Graphics 10 pt)

**D. Section 3 Marketing Materials (optional)**

- Offeror may include project-specific marketing materials only. Do not include general corporate marketing materials.

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**Volume 2 Cost proposal / Resumes for the Prime CONTRACTOR/Offeror and all Subcontractor(s)**

Section 1 By Task Cost Detail and Summary

1. Provide the total costs, including all expenses, profits and fees to be charged to COG/TPB for providing the services described above. In addition, should any commissions be anticipated for media placement, those commissions shall be specified.
2. Cost Summary Table by Task.
3. Do not include any cost or pricing in the Technical Section

**Volume 3 - Administration and Forms**

Proposers must include in their RFP submission the additional documentation specified below or they may be determined to be non-responsive and disqualified.

- i. Proposal Response Form provides and Checklist and authorized signature submission
- ii. Exception(s) 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). Exceptions will NOT be negotiated after receipt of the proposal.
- iii. DBE Plan: DBE Plan and certification(s) from all qualified DBE vendors referenced.
- iv. 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
- v. Good Standing Letter: Issued by your corporate jurisdiction.
- vi. Please complete attached PROPOSER REFERENCES, attached as described above
- vii. 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
- viii. 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

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- 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. Bidders shall submit files to the COG LOCKBOX system as follows in XI. SUBMISSION INSTRUCTIONS.

**XI. SUBMISSION and LOCKBOX INSTRUCTIONS**

- A. **Proposals shall be received via “Lockbox” by no later than 2:00 pm ET September 5, 2025.**  
Register URL for Lockbox access [Bonfire Vendor Support](#) .
- B. **Be sure check updates to Due date on the Bonfire/EUNA portal “Lockbox”.**
- C. Submissions for this RFP must be made electronically to COG’s solicitation “Lockbox.”

**COG has replaced its prior submission system. Be sure to review the instructions below for current access and submission requirements.**

**Proposers shall submit electronic files to the Bonfire/EUNA system at <https://mwkog.Bonfire.com/opportunities>**

- D. All Questions must be submitted to and Answers responded via the Lockbox portal – see Section XI. for instructions.

Lockbox Submission Instructions are as follows:

1. Offerors shall submit one (1) electronic copy of their qualifications to the COG Lockbox system as per the below directions.
2. Proposals may not be submitted through hard copy, fax or other electronic methods.
3. The Technical proposal shall be organized according to the X. Proposal Instructions above AND documents must be uploaded to the submission portal (see 7. Below). Proposals not following the prescribed format may be deemed nonresponsive.
4. 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(s) to whom questions and/or notifications may be directed concerning the proposal.

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5. All Proposal forms must be completed by authorized company officials and submitted to the Bonfire/EUNA 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/EUNA /EUNA system will be rejected.
7. Proposers must include in their RFP submission the additional documentation specified below or they may be determined to be non-responsive and disqualified.
  - i. **Required COG forms include:**
    1. Proposer References
    2. DBE Plan and Response form
    3. Anti Collusion/Debarment form
    4. Debarment Form
    5. Proposal Response form (checklist)
  - ii. **Required Proposers' files/forms include:**
    1. Letter of Interest
    2. Technical Proposal
    3. Price Proposal
    4. Project Resumes
    5. Experience Samples, if relevant
    6. Exceptions to the RFP, if any
    7. Exceptions to the Terms and Conditions, if any
    8. Proof of Insurance
    9. Jurisdiction Good Standing Letter
    10. Marketing Material (optional)
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/EUNA at [support@gobonfire.com](mailto:support@gobonfire.com), and cc [purchasing@mwkog.org](mailto:purchasing@mwkog.org), or the questions portal. You can also visit Bonfire's help forum at <https://vendorsupport.gobonfire.com/hc/en-us> .
10. **All questions regarding discrepancies, omissions, specifications, instructions, or the required forms** may be directed via the Bonfire/EUNA portal no later than ten (10) **business** days in advance of the deadline via the Bonfire/EUNA system. COG will post any addendum necessary to address questions no later than five (5) **business** days before the due date of proposals.

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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.
13. Any variation to the solicitation specifications should be noted by the Proposer as an exception with an explanation attached to the Proposal Form.
  - i. Exceptions taken do not obligate COG to change the specifications.
  - ii. In some cases, exceptions may result in the Proposer being disqualified or result in a lower score in the evaluation process.
  - iii. Failure to report exceptions with the submission may result in withdrawal of award if exceptions to the RFP are raised after award.
  - iv. DO NOT email submissions and/or questions directly to COG; they will be disqualified and not answered.
14. Proposals may not be submitted through hard copy, fax or other electronic methods.

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

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**XII. PROPOSAL FORM**

TO: Metropolitan Washington Council of Governments

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

**Required Document Checklist**

<u>Items</u>	<u>Acknowledgment/Attached</u>	
Technical Proposal	YES_____	NO_____
Pricing Proposal	YES_____	NO_____
Attachment A: COG Standard Terms and Conditions ( <i>acknowledged</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_____
Exceptions Taken*	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.***

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

**Payment**

Can accept Electronic Payments YES\_\_\_\_\_ NO\_\_\_\_\_

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**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.

**AUTHORIZED COMPANY OFFICIAL**

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

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

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

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

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

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

**PROJECT CONTACT**

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

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

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

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

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

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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

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

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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 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.

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- 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.

**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

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(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 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.

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**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 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.

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- 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 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.

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- 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, SUBRECIPEINTS 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.

**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

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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.

**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.

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**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.

**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

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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;
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)*

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**ATTACHMENT B: 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 \_\_\_\_\_

-----

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 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 Proposal submitted to the Metropolitan Washington Council of Governments & Mid-Atlantic Purchasing Team.

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

Proposer \_\_\_\_\_

\_\_\_\_\_  
Signature

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

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**ATTACHMENT D: DBE PLAN SUBMISSION**

DBE Participation YES \_\_\_\_ NO \_\_\_\_ (Please Check One)

<b>PROPOSER</b>	Name: _____	
<b>Total Proposed Budget</b>	Value: \$ _____	
<b>DBE Plan</b>	Yes ____ No ____	
<b>Check if Prime Contractor is a DBE ____ . Certification Form Must Be Attached to this form.</b>	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: _____	
<b>Certification Form Must Be Attached to this form</b>	Certification # _____	Expiration Date: _____

*Copy for additional DBE subcontractors*

<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: _____

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<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: _____	
<b>Certification Form Must Be Attached to this form</b>	Certification # _____	Expiration Date: _____

*Copy for additional DBE subcontractors*

<b>DBE SUBCONTRACTOR 3</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: _____	
<b>Certification Form Must Be Attached to this form</b>	Certification # _____	Expiration Date: _____

*Copy for additional DBE subcontractors*