

ADDENDUM 1
6/2/2025
QUESTIONS/ANSWERS

1. Vanpool Use Fee Definition (Page 4, under Project Overview): The RFP states that the “Use Fee means all costs that are normally billed to a vanpool customer for use of a van excluding any charges for fuel, tolls, and parking.”

Our organization’s monthly billing structure includes charges for rental, insurance, maintenance, fuel, and tolls (if applicable). These components are consistent with 26 U.S. Code § 132(f)(5), which outlines qualified expenses under the Qualified Transportation Fringe benefit.

Given this definition in the RFP, we would appreciate clarification on whether our pricing structure would disqualify us from participating in this program, or if the intent is that—should we be awarded the contract—only the rental portion of our monthly fee would be eligible for COG incentives, while charges for fuel and tolls would remain outside the scope of reimbursement.

The fee structure is set as stated. Your organization must manage those details internally.

2. What is the source of funding?
A mixture of federal and state funding comprises the source funding of this program.
3. Will any federal capital dollars be used?
Yes.
4. Will the program use co-branded marketing?
Co-branding between COG’s vanpool program and the vanpool provider is optional.
5. Will the Agency consider using the chosen vendor’s form agreement?
Question is unclear. However, COG has designated forms.

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6. Is COG willing to negotiate the subsidy amount provided monthly per vanpool with the selected vendor to align with industry, regional averages and cost of living in D.C. region?

The subsidy amount is a non-negotiable flat rate.

7. On Page 3, it states the deadline for proposals as June 5, 2025. However, on the cover page and online submission Bonfire system it states June 13, 2025. Which date is correct?

Deadline is June 13.

8. On page 4, under “Key Personnel” it states “Any changes to the proposed personnel following the proposal must be approved by COG.” We cannot grant COG authority to approve or remove contractor personnel. Would COG be amendable to updating the language with the selected vendor to state we will notify of changes in personnel?

No, Changes to Key Personnel must be approved in advance in writing by COG

9. On page 5, section A, it states “van leases.” Would COG be amenable to changing all instances of “lease” to “rental” or to “lease/rental”?

Yes.

10. On page 5, section B., bullet number 8, it states “comply with all participation guidelines.” Can COG send the most up to date copy of these guidelines for perspective vendors review, please?

BaltimoreCommutes program guidelines:

<https://www.commuterconnections.org/wp-content/uploads/Baltimore-Commutes-Vanpool-Program-Participation-Guidelines-043025f.pdf>

‘Pool Rewards Program Guidelines: https://www.commuterconnections.org/wp-content/uploads/ParticipationGuidelines_FY19.pdf

11. On page 18, XII, Proposal Instructions, description of scope of work is not explicitly mentioned in any of the required chapters. Is COG amenable to accepting a separate document including scope of work or is there a specific chapter to include in?

Refer to IV. Project Overview and VI. Scope of Services F. Contractor Tasks and Responsibilities for details.

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12. On page 18, Section A, it states “Maximum page length for these chapters is 10 pages.”

Does that mean 10 page maximum for each chapter or in total?

Page 16 - Maximum page length for these chapters is 10pages for Qualitfications, Cost, and References.

13. On page 22, there is a reference to Attachment D: COG Cooperative Rider Clause.

However, we do not see this document contained within the RFQ. Can COG please provide the document referenced in this section?

See Attachment D.

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.

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

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

**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.

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 _____