

## CONTRACT # 22-051

This Contract, made effective as of its execution, by and between the **METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS** ("COG"), a nonprofit corporation organized under the laws of the District of Columbia, with an address of 777 North Capitol Street, NE, Suite 300, Washington, DC 20002; and **V GROUP INC.** ("Contractor"), a corporation organized under the laws of the state of New Jersey and having a business address at 379 Princeton Hightstown Road, Building 3, Suite 2A, Cranbury, NJ 08512.

COG and the Contractor agree as set forth below:

### ARTICLE I. CONTRACT DOCUMENTS

- A. The Contract shall consist of this Contract and other documents issued prior to the execution of this Contract including:

Document Title	Exhibit
Request for Qualifications 22-005, "IT Staff Augmentation Services", including all addendums thereto, collectively referred to hereinafter as "the RFQ"	A
Contractor's response to the RFQ, including all documents submitted, collectively referred to hereinafter as "the Proposal"	B
COG's Standard Terms and Conditions	C
Cooperative Rider Clause	D

- B. These documents form the Contract and are incorporated into the Contract by reference. In the event there is a conflict between the documents comprising this Contract, the following order of precedence shall apply: (a) This Contract; (b) COG Standard Terms and Conditions (Exhibit C); (c) the Proposal (Exhibit B); then (d) the RFQ (Exhibit A). The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

### ARTICLE II. DEFINITIONS

Throughout this Contract, the following definitions shall hold:

- A. *Contracting Officer.* The Executive Director of the Metropolitan Washington Council of Governments or their designee. The Contracting Officer is the only party authorized to make changes or amendments, and execute written agreements for same, on COG's behalf.

- B. *Participating Agencies*. A government entity or other organization, located within or outside of the NCR, who uses this Contract as described more fully in the Cooperative Rider Clause (Exhibit D).
- C. *Subcontractor*. An individual or business firm contracted by Contractor to perform part or all of the work requested of Contractor.
- D. *Task Order*. Task Orders are requests for proposal issued to the vendors on the Master Contracts. Responses to Task Orders may be evaluated and scored by a technical selection committee.

### ARTICLE III. SCOPE OF WORK

- A. The Scope of Work contained herein is intended to outline general work which Contractor, being one of multiple awardees under the RFQ, may be requested to perform, pursuant to this Contract and any Task Orders which may be issued by COG under this Contract. Specific details of scope, time, and budget for each item of work will be provided in each individual Task Order (See Article IV).
- B. The functional areas listed below are not all-inclusive of the services which may be required under any Task Order which may be issued. Some of the Task Order work may require awardees to provide guidance, checklists, or model forms to address the area of work, or to direct or monitor performance of the work, as opposed to Contractor directly performing the work.
  - 1. *Agency Advisory Services*. This task area covers services required to analyze laws, regulation, policies, processes, and solutions and to facilitate planning and governance of custom and off-the-shelf systems, subsystems, and equipment. This may include extensions to and interfacing with existing information systems. Possible descriptions of work may include:
    - a. IT Governance Process Development
    - b. Capital Planning and Investment Control Support
    - c. IT Architecture Support
    - d. IT Portfolio Analysis
    - e. Market Research

- C. *Requirements Analysis and Documentation*. This task area covers services required to determine the needs or conditions of a new or modified project by facilitating the analysis, documentation, validation and management of IT solution requirements in a manner that creates actionable, testable and traceable documentation related to identified business and technical needs refined to a level of detail sufficient for system development and implementation. This will include precise documentation of prioritized and deconflicted requirements, along with analysis of impact and feasibility of implementation. Possible descriptions of work may include:
- a. Functional Requirements Analysis and/or Documentation
  - b. Design Requirements Analysis and/or Documentation
  - c. Architectural Requirements Analysis and/or Documentation
  - d. Technical Requirements Analysis and/or Documentation
  - e. Customer Requirements Analysis and/or Documentation
  - f. Operational Requirements Analysis and/or Documentation
  - g. Transitional Requirements Analysis and/or Documentation
- D. *Business Process As-Is Analysis and Documentation*. This task area covers services required to analyze and document workflows and visual models of related and structured activities or tasks by people or equipment which provide a service or end product within a member jurisdiction. Possible descriptions of work may include:
- a. Business Process Flowcharting
  - b. Business Process Diagramming
  - c. Value Stream Mapping
  - d. Process Specifications
  - e. Business Process Modeling and Notation (BPMN)
- E. *User Journey Analysis and Documentation*. This task area covers services required to document and/or improve the experiences, including tasks within a system, process or solution, a user has when interacting or utilizing District Government Services to achieve a defined outcome. Possible descriptions of work may include:
- a. Human-Centered Design/Design Thinking
  - b. Use Cases
  - c. User Stories
  - d. User Interviews
  - e. Focus Groups
  - f. Ethnographic Research
  - g. Wireframing
  - h. Prototyping
2. In all of these tasks, Contractors will be required to work with various partners and key stakeholders from public and non-public sector entities, incorporating feedback and concurrence from all primary, support, coordinating, and cooperating agencies.
- F. In all of these tasks, Contractor may be required to work with various partners and key stakeholders from public and non-public sector entities, incorporating feedback and concurrence from all primary, support, coordinating, and cooperating agencies.

#### ARTICLE IV. TASK ORDER PROCESS

- A. The process set forth herein is applicable to COG-administered Task Orders only. Other Participating Agencies may have slightly different processes.
- B. Once COG is provided with grant funding, the grant Project Management Plan (PMP) and Statement of Work (SOW), COG will develop a description of the services that are to be the subject of a particular task order. The criteria may vary and will be listed in each task order proposal request when issued.
- C. A format for the task order response will be provided by COG to minimize the time for preparation by the contractors and reviewers. Contractors will be invited to submit supplemental proposals in response to each individual Task Order.
- D. Awarded Task Orders will be issued on a Time and Materials basis with a Not-to-Exceed ceiling amount.
- E. The selected Contractor must be capable of explaining, defending, and justifying the various aspects and conclusions of a project before senior management, elected officials, regulatory agencies, technical experts, the general public, and different types of media, as directed. The Contractor will be required to effectively manage the work and complete the project in a timely and cost-effective manner. Contractors must develop a general work plan for each project initiated via a task order and will be required to regularly track progress and make progress reports throughout the duration of each project.

#### ARTICLE V. LABOR CATEGORIES

- A. Scoring criteria will be based on labor category distribution for fair market value of the labor categories. All rates provided will be the fully loaded hourly rates excluding any other direct cost associated with the project. Scoring will be based on the fairness and reasonableness of the rates and that proposed staff meet the criteria for the position. The labor rates provided should be used during the Task Order process to determine prices for proposed tasks.
- B. Labor categories shall be as defined in the United States Bureau of Labor Statistics 2018 Standard Occupational Classification list, which can be found at <https://www.bls.gov/soc/2018/>.
- C. Labor categories are further divided into Junior, Journeyman, and Senior, based on years of experience, education, and duties/responsibilities as follows:

- a. Junior: Up to three (3) years of experience and a BA/BS degree. A Junior labor category is responsible for assisting more senior positions and/or performing functional duties under the oversight of more senior positions.
- b. Journeyman: Three to ten (3 to 10) years of experience and a BA/BS or MA/MS degree. A Journeyman labor category typically performs all functional duties independently.
- c. Senior: A Senior labor category has over ten (10) years of experience and a MA/MS degree. A Senior labor category typically works on high-visibility or mission critical aspects of a given program and performs all functional duties independently. A Senior labor category may oversee the efforts of less senior staff and/or be responsible for efforts of other staff assigned to a specific task.

## **ARTICLE VI. RESPONSIBILITIES OF THE CONTRACTOR**

### **A. The Contractor shall be responsible for the following:**

- a. Timely completion of the Project, in accordance with the requirements of this Contract.
- b. Administration of the Project and of subcontracts, if any, in accordance with all applicable related services as needed.
- c. The Contractor shall supervise and direct all project activities. All project personnel employed by the Contractor shall be adequately qualified to perform services under this Contract. The key personnel for the Project shall be those identified in Contractor's Proposal, or shall have comparable skills and qualifications, which Contractor shall provide upon request. The Contractor is authorized to enter into subcontracts as may be necessary or desirable for completion of the Project. Upon commencement of performance, and thereafter, any time a new Subcontractor is engaged, Contractor shall provide COG with a complete list of the Subcontractors who will be performing any services in connection with this Contract. Substitution of Subcontractors must be requested in writing, in advance, and must be authorized in writing by the COG Contracting Officer.

## **ARTICLE VII. RESPONSIBILITIES OF COG**

### **B. COG shall be responsible for the following:**

- a. Issuing Task Orders as appropriate and necessary.
- b. Providing relevant data in support of the Project or Task Order, as appropriate and necessary.
- c. Conducting performance evaluations of the Contractor at COG's discretion or as requested by Participating Agencies.
- d. Reviewing any proposed subcontracts for consistency with the terms of this Contract.
- e. Informing Contractor of any material requirements, due to funding grants or otherwise, affecting its performance or compensation of the Contract.

## ARTICLE VIII. PERIOD OF PERFORMANCE

- A. The Period of Performance shall be twenty-four (24) months, commencing upon the date of execution and terminating no later than on December 31, 2023.
- B. Individual Task Orders issued in the final year of the Contract may have a Period of Performance which extends beyond this date and may terminate at a later date, independent of this Contract's termination date. In such cases, all terms and conditions of this Contract shall apply to work continuing to be performed under such a Task Order, until that Task Order is completed.
- C. COG may, at its own discretion, and based upon successful performance, extend any contract awarded as a result of this procurement for up to two (2) additional one-year periods. For each extension period, the Contractor shall notify the Participating Agency at least forty-five (45) days prior to any increase taking effect.
- D. During the Period of Performance, including any extension, the Rider Clause (Exhibit D) shall be in full effect and binding on the Contractor.

## ARTICLE IX. INVOICES AND PAYMENTS

- A. It is understood that payment to the Contractor by COG is dependent upon COG's receipt of funds from its sponsoring agencies.
- B. Contractor's Invoice(s) must include the Project Name, the COG contract number (see above), the Task Order number, and the Purchase Order number.
- C. Contractor's invoice(s) for COG-issued Task Orders shall be mailed on a weekly basis. Invoices shall be sent via e-mail to the attention of COG Accounts Payable, [payable@mwkog.org](mailto:payable@mwkog.org), with courtesy copies (cc) to the Contracts & Purchasing Division, [purchasing@mwkog.org](mailto:purchasing@mwkog.org), or to other addresses as COG may direct Contractor in writing.
- D. Contractor shall promptly provide additional details, information, documentation, or other back-up materials in support of an invoice, as may be requested by COG.
- E. The payment for each invoice shall be sent to Contractor within 30 days following receipt of the invoice.
- F. No claim for extra work, services, or materials not specifically herein provided done or furnished by Contractor will be allowed by COG, nor shall Contractor do any work or furnish any materials not covered by these specifications and the Contract unless the same is ordered or confirmed in writing by COG.
- G. Any such work or materials which may be done or furnished by Contractor without such written order first being given shall be at said Contractor's own risk, cost and expense, and Contractor agrees that without such written order, he shall make no claim for compensation for work or materials so done or furnished.

## ARTICLE X. COOPERATIVE PURCHASING

- C. COG, as an agent to the Participating Agencies, reserves the right to extend all of the terms, conditions, specifications, and unit or other prices of this Contract to other public and non-

profit agencies. This is conditioned upon mutual agreement, based on the attached Cooperative Rider Clause (Exhibit D), of all parties.

- D. Contractor agrees to notify COG of any Participating Agencies that desire to use the Contract within thirty (30) days of receiving said requests, and to perform reporting as required at Article VII, below. A Rider Request Form (sample included in Exhibit D) needs to be submitted and approved prior to any work performed for a Participating Agency.
- E. COG assumes no authority, liability, or obligation on behalf of (a) any Participating Agency using this Contract, (b) the Contractor, or (c) any other entity with respect to work performed for a Participating Agency under this Contract.
- F. Participating Agencies may have other or additional terms and conditions that must be met by the Contractor.

#### **ARTICLE XI. PARTICIPATION, SALES REPORTING, AND ADMINISTRATIVE FEES**

- G. Contractor shall provide summary information on the use of this contract by Participating Agencies, through the purchasing program described in Exhibit D, to COG on a semi-annual basis to allow COG to monitor the program's use and benefit to its members.
- H. Semi-annual reporting Due Dates:
  - a. November 30 of each year, covering the prior period of May 1 – October 31.
  - b. May 31 of each year, covering the prior period of November 1 – April 30.
- I. The semi-annual report will provide sales data broken down by item, quantity, unit cost and total for each individual Participating Agency within the timeframe laid out above. Contractor is responsible for establishing an accounting system or process that will enable the tracking and reporting of sales to Participating Agencies under this RFP.
- J. Contractor shall pay an administrative fee paid to COG equivalent to three percent (3.00%) of gross invoices to Participating Agencies under this specification. The successful Proposer will be responsible for tracking and rebating this fee to COG semi-annually, based on gross sales for the periods described above and due on November 30th and May 31st of each calendar year.
- K. Failure to provide timely reporting can result in the termination of the contract for cause, at COG's sole discretion.

#### **ARTICLE XII. TRAVEL EXPENSES**

- L. Travel costs inside the NCR are the complete responsibility of the Contractor. Travel outside of the NCR is not contemplated to be within the scope of this Contract; however, in the event such travel is necessary, a request for authorization must be submitted to COG in advance of anticipated travel. In all instances, COG's per diem and reimbursement rate will follow the GSA standard.

#### **ARTICLE XIII. CHANGES**

- A. The parties hereto agree that any modification or change in any aspect of this Contract must be accomplished in writing by both parties before it is considered a contract requirement. Neither party shall be bound, or authorized to pay for, any item or service that is not

authorized by this Contract or a modification or change executed by the parties in accordance with this paragraph.

- B. The parties hereto may, from time to time, propose changes in the Statement of Work to be performed by the Contractor. Such changes, including material scope of work changes, time schedule and report delivery changes, budget revisions that increase, decrease, or change the Contract's total compensation must be mutually agreed upon in writing and approved by and between COG and the Contractor resulting in an amendment to the Contract.

#### ARTICLE XIV. NON-EXCLUSIVITY AND NON-GUARANTEE

- A. The Contractor expressly acknowledges and agrees that this Contract is not exclusive. The Contractor expressly acknowledges and agrees that COG may use, or procure, at its sole discretion, services which are identical or similar to the services described in this Contract from other parties.
- B. The Contractor expressly acknowledges and agrees that the actual quantity of services to be requested and ordered is at the sole discretion of COG and its member jurisdictions, and there is no obligation or guarantee of a specific number of services to be requested, or Task Orders awarded, herein.

THE PARTIES hereto have executed this Contract as of the day, month and year first above written.

METROPOLITAN WASHINGTON  
COUNCIL OF GOVERNMENTS ("COG"):

V Group Inc.  
("Contractor")

By:   
Chuck Bean (Jan 6, 2022 15:04 EST)

By: *Monika Rohila*  
Monika Rohila (Jan 4, 2022 13:48 EST)

Name: Chuck Bean

Name: Monika Rohila

Title: Executive Director

Title: President

Date: Jan 6, 2022

Date: Jan 4, 2022



## **EXHIBIT A: THE RFQ**

Request for Qualifications 21-005, "IT Staff Augmentation Services", is incorporated into the Contract via reference as Exhibit A, including the following Addenda:

- Addendum #1, dated July 12, 2021
- Addendum #2, dated July 23, 2021
- Addendum #3, dated July 27, 2021

## EXHIBIT B: THE PROPOSAL

Contractor's response to the RFQ, including all documents submitted, collectively referred to hereinafter as "the Proposal", are incorporated into the contract via reference as Exhibit B.

The Pricing Structure as set forth in the Proposal is printed here for reference.

SOC Category	Occupational Classification	Skill Level	Year 1 Fully Loaded Pricing	Year 2 Fully Loaded Pricing
11-3021	Computer and Information Systems Manager	Junior	\$65.36	\$69.36
11-3021	Computer and Information Systems Manager	Journeyman	\$72.56	\$76.56
11-3021	Computer and Information Systems Manager	Senior	\$88.13	\$92.13
15-1211	Computer Systems Analyst	Junior	\$58.65	\$62.65
15-1211	Computer Systems Analyst	Journeyman	\$67.01	\$71.01
15-1211	Computer Systems Analyst	Senior	\$81.00	\$85.00
15-1212	Information Security Analyst	Junior	\$69.03	\$73.03
15-1212	Information Security Analyst	Journeyman	\$80.90	\$84.90
15-1212	Information Security Analyst	Senior	\$93.27	\$97.27
15-1221	Computer and Information Research Scientist	Junior	\$73.17	\$77.17
15-1221	Computer and Information Research Scientist	Journeyman	\$82.67	\$86.67
15-1221	Computer and Information Research Scientist	Senior	\$97.30	\$101.30
15-1231	Computer Network Support Specialist	Junior	\$60.28	\$64.28
15-1231	Computer Network Support Specialist	Journeyman	\$68.54	\$72.54
15-1231	Computer Network Support Specialist	Senior	\$83.98	\$87.98
15-1232	Computer User Support Specialist	Junior	\$50.15	\$54.15
15-1232	Computer User Support Specialist	Journeyman	\$55.20	\$59.20
15-1232	Computer User Support Specialist	Senior	\$62.35	\$66.35
15-1241	Computer Network Architect	Junior	\$71.84	\$75.84
15-1241	Computer Network Architect	Journeyman	\$81.64	\$85.64
15-1241	Computer Network Architect	Senior	\$88.36	\$92.36
15-1242	Database Administrator	Junior	\$59.56	\$63.56
15-1242	Database Administrator	Journeyman	\$68.09	\$72.09
15-1242	Database Administrator	Senior	\$78.20	\$82.20
15-1243	Database Architect	Junior	\$74.76	\$78.76
15-1243	Database Architect	Journeyman	\$85.82	\$89.82
15-1243	Database Architect	Senior	\$95.66	\$99.66
15-1244	Network and Computer Systems Administrator	Junior	\$56.63	\$60.63
15-1244	Network and Computer Systems Administrator	Journeyman	\$67.65	\$71.65

SOC Category	Occupational Classification	Skill Level	Year 1 Fully Loaded Pricing	Year 2 Fully Loaded Pricing
15-1244	Network and Computer Systems Administrator	Senior	\$85.41	\$89.41
15-1251	Computer Programmer	Junior	\$65.24	\$69.24
15-1251	Computer Programmer	Journeyman	\$70.19	\$74.19
15-1251	Computer Programmer	Senior	\$82.19	\$86.19
15-1252	Software Developer	Junior	\$60.24	\$64.24
15-1252	Software Developer	Journeyman	\$69.09	\$73.09
15-1252	Software Developer	Senior	\$86.51	\$90.51
15-1253	Software Quality Assurance Analyst/Tester	Junior	\$54.75	\$58.75
15-1253	Software Quality Assurance Analyst/Tester	Journeyman	\$71.87	\$75.87
15-1253	Software Quality Assurance Analyst/Tester	Senior	\$87.51	\$91.51
15-1254	Web Developer	Junior	\$52.96	\$56.96
15-1254	Web Developer	Journeyman	\$60.16	\$64.16
15-1254	Web Developer	Senior	\$78.14	\$82.14
15-1255	Web and Digital Interface Designer	Junior	\$63.07	\$67.07
15-1255	Web and Digital Interface Designer	Journeyman	\$71.33	\$75.33
15-1255	Web and Digital Interface Designer	Senior	\$86.79	\$90.79
15-1299	Computer Occupation, Other	Junior	\$50.08	\$54.08
15-1299	Computer Occupation, Other	Journeyman	\$64.91	\$68.91
15-1299	Computer Occupation, Other	Senior	\$71.15	\$75.15
17-2061	Computer Hardware Engineer	Junior	\$63.41	\$67.41
17-2061	Computer Hardware Engineer	Journeyman	\$77.45	\$81.45
17-2061	Computer Hardware Engineer	Senior	\$96.23	\$100.23

## EXHIBIT C: COG Standard Terms and Conditions

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.

This document and the Contract are intended to be complementary and shall be construed accordingly. However, should there be a direct contradiction between the terms and conditions contained herein and the Contract, then the Contract shall govern and control those contradictory terms and conditions. As used herein, the term "COG" includes COG, its various members, agencies, employees or agents as may be appropriate. The term “Contract” shall include a document entitled “agreement” or any other title on a document that is denoting a contract.

### I. Amendment

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

### II. Bankruptcy

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

### III. Compliance with Law

The 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 agreement, 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; and
- F. It shall obtain, at its expense, all licenses, permits, insurance and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

**IV. Contingent Fee Prohibition**

The 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 the 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.

**V. Counterparts**

This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute one and the same instrument.

**VI. Force Majeure**

Neither COG and/or its members 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 and/or its members 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.

**VII. 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.

**VIII. Indemnification**

The Contractor shall protect, hold free and harmless, defend and indemnify COG and its members including their officers, agents and employees 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.

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 and/or members, their officers, agents and employees.

**IX. Independent Contractor**

A. Contractor shall perform the work required by this Contract as an "Independent Contractor." Although COG and/or members reserves the right to determine the delivery schedule for the work to be performed and to evaluate the quality of the completed performance, COG and/or members cannot and will not control the means or manner of the Contractor's performance. The Contractor shall comply promptly with any requests by COG and/or members 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 and/or members, is not currently employed by the Federal Government, and is not an officer, employee or agent of COG and/or members.
- 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 and/or members 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.

**X. 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, individual members, their employees, and agents as ADDITIONAL INSURED. A copy of the certificate of insurance shall be filed with COG and/or members 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.
- B. Contractor shall obtain, and at all times keep in effect, automobile insurance on all vehicles used in this Contract with COG and/or members 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 and/or members with certification of Workers' Compensation Insurance, with employer's liability in the minimum amount required 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 \$2,000,000.00 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 contracting agencies.

**XI. Nondiscrimination**

- A. A contractor who is the recipient of COG and/or member funds, or who proposes to perform any work or furnish any goods under this Contract shall not discriminate against any worker,

employee or applicant because of religion, race, sex, age, sexual orientation, physical or mental disability, or perceived disability.

- B. Contractor further agrees that this provision will be incorporated in all sub-contracts entered into in connection with this Contract.

## XII. **Ownership of Documents and Materials**

- A. The 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 the Contractor under the terms of this Contract shall at any time during the performance of the services be made available to COG and/or members upon request and shall become and remain the exclusive property of COG and/or members upon termination or completion of the services. These jurisdictions shall have the right to use the same without restriction or limitation and without compensation to the Contractor other than that provided in this Contract. COG and/or members shall be the owner for the purposes of copyright, patent or trademark registration.
- B. If the 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 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 members.
- C. The Contractor shall indemnify and save harmless COG and/or members 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 and/or members, their officers, agents, and employees with respect to any claim. Action, costs or infringement, for royalties or user fees, arising out of purchase or use of materials, construction, supplies, equipment or services covered by this Contract.

## XIII. **Payments**

Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after receipt of a proper invoice from the Contractor.

**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.

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.

Accordingly, contractors must presently have the ability to accept these P-Cards or take whatever steps necessary to implement their ability before the start of the contract term, or contract award.

In some cases, ACH transactions will be acceptable as a form of payment to our vendors. Please keep in mind the turn-around time on ACH transactions can be as long as 30 days.

## XIV. **Records**

- 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 the COG and/or members and their 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.

#### XV. Remedies

- A. Corrections of errors, defect 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 and/or members. The acceptance of the work set forth herein by COG and/or members shall not relieve the Contractor of the responsibility of subsequent corrections of such errors.
- B. Set Off. COG and/or members may deduct from and set-off against any amounts due and payable to the Contractor any back-charges, penalties, or damages sustained by COG and/or members, their agents, employees of recipients of its services, by virtue of any breach of this Contract by the Contractor or by virtue of the failure or refusal of the Contractor to perform the services or any part of the services in a satisfactory manner. Nothing herein shall be construed to relieve the Contractor of liability for additional costs resulting from a failure to satisfactorily perform the services.
- C. Cumulative. All rights and remedies of COG/ 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 the COG and/or members by law.

#### XVI. Responsibility of Contractor

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



**XVII. Severability/Waiver**

- A. COG and/or members 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.

**XVIII. 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 and/or members. COG and/or members have the right to withhold such consent for any reason COG and/or members deem appropriate.

**XIX. Survival**

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

**XX. Termination**

- A. If the Contractor fails to fulfill its obligations under the Contract properly and on time, or otherwise violates any provision of the Contract, COG and/or members may terminate the Contract by written notice to the Contractor.
- B. The notice shall specify the acts or omissions relied upon as cause for termination.
- C. All finished or unfinished work provided by the Contractor shall, at COG's and/or members option, become COG's and/or member's property. COG and/or members 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 the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and COG and/or members can affirmatively collect damages.

**XXI. Termination of Contract for Convenience**

- A. The performance of work under this Contract may be terminated by COG and/or members, in whole or in part, upon written notice to the Contractor, when COG and/or members determines such termination is in the best interest of COG and/or members. The termination for convenience is effective on the date specified in COG's and/or members written notice.
- B. COG and/or members will pay for all reasonable costs allocable to the Contract for work or costs incurred by the Contractor up to the date of termination. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

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

- A. If COG and/or members 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 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 the Contractor and COG and/or members from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. COG and/or members shall notify the 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.

**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.

**XXIV. Whole 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.

## **Attachment F: COG Cooperative 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**

- A. 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 its use of this Cooperative Rider Clause, agrees 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 three percent (3.0%) on all gross sales 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.

Other entities outside of the COG Region are eligible to use this Rider Clause with permission.

The **Rider Approval Form** must be filled out for all users, except the government of the District of Columbia.

## IV. 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
- 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

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### 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 Schools



**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 Participating Agency's specifications/scope of work the same or very similar to that in the Contract?   | _____ | _____ |
| 2. Is the Contract active and currently in force?   | _____ | _____ |
| 3. Please confirm your understanding that the vendor must pay a fee to COG based on sales for using this Contract.  | _____ | _____ |
| 4. 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 \_\_\_\_\_