



INVITATION FOR BID NO. 21-002

**T-SHIRTS FOR THE FY21 COMMUTER
CONNECTIONS BIKE TO WORK DAY EVENT**

Offerors shall submit one (1) electronic copy of their bid to the COG LOCKBOX system, as per the submission instructions in Section II.E of this IFB.

Submission Deadline: February 15, 2021

Time: 2:00 PM EST

Released January 13, 2021

**INVITATION FOR BID IFB-21-002
Metropolitan Washington Council of Governments**

I. INTRODUCTION

- A. This Invitation for Bid (IFB) is being offered to submit your quotation for the Commuter Connections/ Metropolitan Washington Council of Governments (“COG”) T-shirts for the FY21 Bike to Work Day Event. For nearly two decades Bike to Work Day has been held in the Washington, DC metropolitan region as a free event. In 2021, the event will be held on Friday, May 21. Bike to Work Day celebrates bicycling as a clean, fun, and healthy way to get to work. More than 100 pit stops in Washington DC, Maryland, and Virginia will welcome bicyclists with free T-shirts, available to the first 20,000 who register and attend.

Bike to Work Day is organized at the regional level by Commuter Connections and the Washington Area Bicyclist Association. Commuter Connections is a program of the National Capital Region Transportation Planning Board at the Metropolitan Washington Council of Governments. Event planning occurs through the Bike to Work Day Steering Committee which aims to increase awareness and participation in bicycling as a method of transportation to work in lieu of driving alone.

At the local pit stop level, Bike to Work Day is hosted by a variety of organizations including local municipalities, city and county governments, non-profit entities, private-sector companies, federal government agencies, U.S. military, Business Improvement Districts, and even private citizen volunteers.

COG/TPB’s Commuter Connections program is seeking a vendor to provide a cost quote for 20,000 t-shirts for the 2021 Bike to Work Day event for the Washington DC metropolitan region.

- B. COG will identify the responsible and responsive low bidder(s).

II. BID INSTRUCTIONS

The successful bidder(s) shall meet the following criteria:

- A. Bidder must include the documentation as specified or may be determined to be non-responsive and could be rejected pursuant to COG’s Procurement Policy.
1. Bid Form (See Section V) including acknowledging any and all addenda.

2. Attachment B References – bidder must supply at least three (3) references of work of a similar nature and volume of business to demonstrate capacity and competency.
 3. Attach any exceptions with the Bid Form.
- B. All bids must be signed by responsible company representative.
- C. Awards will be made to the lowest responsive and responsible bidder.
- D. Clarifications via Addenda
1. Questions regarding discrepancies, omissions, specifications, bid instructions, or the bid form may be directed in writing only by 2PM at least five (5) business days before the bid opening to purchasing@mwcog.org
 2. Exceptions taken do not obligate COG to change the specifications. If no changes are needed, then no addendum will be issued.
 3. COG will post any addendum at least three (3) business days before the bid opening with any updated interpretations, specifications, or instructions.
 4. It is the responsibility of the bidder to check and see if addenda have been issued on the COG Website at www.COG.org/purchasing-and-bids/cog-bids-and-rfps/
 5. Bid responses should indicate that bidders have reviewed the latest addenda on the bid form.
- E. Bid Submission
1. Bidders shall submit one electronic copy to the COG LOCKBOX system in the following fashion:
 - a. **Registration. To utilize the LOCKBOX service, bidder must first be registered on the Mid- Atlantic Purchasing Team Vendor Registration System (“VRS”) portal** at <https://mwcog.net>. If bidder is not registered, please do this before accessing the LOCKBOX. **DO NOT SKIP THIS PART.**

To register:

 - i. Go to the Mid-Atlantic Purchasing Team website portal at <https://mwcog.net> and click the Vendors listing the left menu on the page.
 - ii. Click Register and fill out the form. NOTE: Bidder will need its company information including its TIN/EIN number if bidder is a company or bidder’s SSN if bidder is a sole proprietor.

iii. Registering will give bidder access to the LOCKBOX solicitations.

b. *Submission.* Once registered in the VRS system go to the website at <https://mwcog.net> and click on Solicitation Listings tab.

i. Those solicitations utilizing the VRS Lockbox service will be highlighted with a LOCKBOX button.

ii. Click on the LOCKBOX button.

iii. If Bidder is interested in submitting a response to this solicitation, click on the REQUEST button. After providing the VRS vendor ID and VIN, bidder will receive a one-time bid id and password by email.

iv. Bidder's credentials may be used for the following:

- To upload bidder's formal bid response and any additional attachments to the lockbox (before the closing time for the solicitation).
- Please limit size of individual files to 10 MB.
- To withdraw bidder's formal response should bidder desire to cancel its submission or to replace an already uploaded copy with a modified version.
- To verify that the document in the lockbox is the one bidder uploaded.

v. If no vendor ID is provided, bidder will be directed to the registration page.

vi. If bidder wants to ensure that bidder's company details are correct prior to uploading the proposal, then logon to VRS using bidder's VRS vendor ID and VIN then jump to the vendor summary page in VRS to make any changes desired.

vii. To return to the COG solicitation page, after registering or updating bidder's company details, click SOLICITATION LISTINGS button on the VRS home page followed by clicking on the VIEW SOLICITATIONS button for COG on the PENDING SOLICITATIONS page.

viii. Please do not wait until the last moment to register. If problems occur during registration or submission please contact COG's provider at customerservice@eepex.com with a CC to purchasing@mwcog.org.

2. All questions regarding discrepancies, omissions, specifications, bid instructions, or the bid form may be directed via email, no later than five (5) business days before the due date of bids, to purchasing@mwkog.org.
 3. COG will post any addendum necessary to address questions no later than three (3) business days before the due date of bids.
 4. Exceptions taken by bidders do not obligate COG to change the specification. If no changes are needed, no addendum will be issued.
 5. It is the responsibility of the bidder to check if any addenda have been issued. Addenda will be posted at <http://www.mwkog.org/purchasing-and-bids/cog-bids-and-rfps/>.
 6. Bid responses should indicate that bidders have reviewed the latest addenda on the bid form via the Bidder's Checklist.
 7. Bid responses must provide at least three (3) references of customers for whom bidder provides similar products on Attachment B, which must be included.
 8. Bidders must acknowledge their understanding of all terms listed in this IFB by signing the Bid Form as part of their submission.
- F. COG award the purchase to the lowest, responsible and responsive bidder.
- G. No purchase is to be processed without a COG issued Purchase Order.
- H. Bidders must acknowledge their understanding of the all terms listed in this IFB by signing the Bid Form (Section V)
- I. COG, as Awarding Authority, reserves the right to cancel this IFB, or reject in whole or in part any all bids, if COG determines that cancellation or rejection serves the best interests of the organization.
- J. COG will award or reject in whole all bids within 30 days of the bid opening, unless COG extends said period in its sole discretion.

III. GENERAL CONDITIONS

A. PURCHASE AND DELIVERY TERMS

1. All orders shall be complete, labeled and packaged adequately to ensure safe handling and proper delivery.
2. The bidder shall assign a salesperson/customer service representative to address product quality and delivery issues.

B. PAYMENT

Winning vendor **must** accept payment via credit card or ACH.

IV. SPECIFICATIONS

T-shirts (Medium Weight or Heavy Weight) – Please indicate weight on your bid form.

Quantity: 20,000 (see approximate size breakdown below, subject to change)

Sizing breakdown

Extra Small	630	3.15%
Small	3796	18.98%
Medium	5754	28.77%
Large	5790	28.95%
Extra Large	3108	15.54%
Extra Extra Large (XXL)	922	4.61%

20,000 100.00%

Material: 50/50 cotton poly, or 100% cotton

Sizes/Cut: Men’s XS (Extra Small) to XXL (Extra Extra Large)

Color: “Raspberry” matching or a very close match to these color codes:

- CMYK: 40C 100M 39.75Y 17.75K
- Pantone: 228
- RGB: 120R 21G 86B

Imprint: one-color (white) front and back

Art charges: Art files will be provided by COG’s contractor in requested format. Please indicate any charges for handling design/logos

Indicate delivery/shipping charges:

- a) 19,975 shirts to ICF, 9300 Lee Hwy, Fairfax, VA 22031
- b) 25 shirts to MWCOG, 777 N. Capitol St. NE, Suite 300, Washington, DC 20002

Delivery is needed between May 3, 2021 and May 7, 2021. Please indicate ability to meet the delivery deadline on the Bid Form and the order date deadline to meet that schedule.

V. BID FORM

Date _____

IFB 21-002 Commuter Connections Bike to Work Day 2021 Event

Quantity	Item	Description	Unit Price	Total
20,000	T-shirts	50/50 Poly Cotton or 100% Cotton	_____	_____
922	XXL Upcharge		_____	_____
2	Imprint	One color designs Front - Event Logo / Back - Sponsor Logo	_____	_____
1	Shipping	Charge for Delivery		_____
	TOTAL			_____

Weight of Shirt Medium ____ Heavy ____

Please indicate ability to make delivery between May 3, 2021 and May 7, 2021 Yes ___ No ___

Order date required to meet the above deadline ____/____/____

If deposit is required, please indicate Deposit Amount: _____

If deposit is required, please indicate Deposit Due Date: _____

Please acknowledge any Addenda (if applicable):

Addendum #1	YES ____	NO ____	N/A ____
Addendum #2	YES ____	NO ____	N/A ____

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

NAME: _____

COMPANY: _____

ADDRESS: _____

TELEPHONE: _____ EMAIL: _____

SIGNATURE: _____

Attachment A

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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. 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.
- E. When insurance coverage is renewed, Contractor shall provide new certificates of insurance prior to expiration of current policies to all contracting agencies.

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

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.

Payments. Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after COG's and/or members receipt of a proper invoice from the Contractor.

Records. 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. 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. All subcontracts shall also comply with these provisions.

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.

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 Contract or 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.

Severability/Waiver. 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. 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.

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.

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

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

Termination of Contract for Convenience. 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. 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.

Termination of Multi-Year Contract. 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. 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.

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

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.

(Revised 8/22/2017)

Attachment B

Bidder's EXPERIENCE/REFERENCES

Name of Bidder _____

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

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

A Bidder, 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 _____

Mail Address _____

Telephone Number _____ Email Address _____

2) Firm Name _____

Contact Name _____

Mail Address _____

Telephone Number _____ Email Address _____

3) Firm Name _____

Contact Name _____

Mail Address _____

Telephone Number _____ Email Address _____