



Metropolitan Washington
Council of Governments

INVITATION FOR BID NO. 20-003

PUBLIC ACCESS

BLEEDING CONTROL KITS

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

Question Deadline: January 16, 2020

Submission Deadline: January 23, 2020

Time: 2:00 PM EST

I. SUMMARY

Goods Requested	Bleeding control kits
Contract type	Fixed-price, economic price adjustment (FPEPA)
Number of contracts	As needed
Estimated price	\$268,750.00
Duration	One (1) year with four (4) options to renew for one (1) additional year each
Disadvantaged Business Enterprise (DBE) goal	None required
Payment method	Net 30
Planned duration of IFB advertisement	Approximately 4 weeks
Start of advertisement period for IFB	December 26, 2019
Deadline for questions about IFB	January 16, 2020
Deadline for COG responses to questions	January 17, 2020
Close of advertisement period for IFB	January 23, 2020

II. INTRODUCTION

- A. The Metropolitan Washington Council of Governments (“COG”) is the regional organization of the Washington area's 24 major local governments and their governing officials, plus area members of the Maryland and Virginia legislatures and the U.S. Senate and House of Representatives. COG provides a focus for action on issues of regional concern, including coordinating public safety programs. COG is acting as lead agency for the procurement of Bleeding Control Kits for various municipal emergency management agencies in the National Capital Region (“NCR”).
- B. This Invitation for Bids (“IFB”) is offered to solicit providers for Bleeding Control Kits. Offerors who wish to submit a bid are requested to submit bids to the COG LOCKBOX system as described below, no later than 2:00 PM Eastern Standard Time on January 23, 2020.
- C. The contract(s) awarded shall be utilized by multiple agencies in the NCR, as well as the Mid-Atlantic Purchasing Team (“MAPT”) and shall include a rider clause allowing those agencies to use any contract(s) awarded to make purchases in accordance with their own policies. See Attachment A to this IFB.
- D. In pricing and other conditions, contractors are urged to consider the broad reach and appeal of public and non-profit entities in the NCR.

III. SPECIFICATIONS

- A. Bids are requested for items prepackaged as below.
- B. Where a manufacturer is specified, no substitution is allowed. If a manufacturer is not specified, product provided must meet or exceed current industry standards for the product.

- C. Individual Kit Type #1 (“SAM-XT individual kit”) shall include the following items:

Quantity	Manufacturer	Description	Manufacturer Item #
1	SAM Medical Products	SAM-XT tourniquet, latest generation, orange	XT-600-OR-EN
1	HALO Seals	HALO Vent vented chest seal two-pack IFAK	n/a
1	Either North American Rescue or Dukal	Elastic wrap type bandage with hook and eye (Velcro) closure, 6” width	NAR 30-0007; Dukal 516LF
1	n/a	“Just In Time” Instruction Card (see below)	
1	Any	Paramedic trauma shears, 7.5”	
1	Any	Combat medical tape / duct tape, mini roll, 2”	
1	Any	Emergency survival rescue blanket, silver, 84” length by 52” width	
2	Any	Compressed gauze rolls, 4.5 yards by 4.1 yards	
1	Any	Permanent marker, small (BLACK)	
2	Any	Pairs of nitrile gloves, blue, size large	

These items will be contained in a single vacuum-sealed package, with dimensions no larger than 7”x5”x2.5”. At least two corners of the package must be notched for ease of opening.

- D. Individual Kit Type #2 (“CAT individual kit”) shall include the following items:

Quantity	Manufacturer	Description	Manufacturer Item #
1	C•A•T Resources, LLC	Combat Application Tourniquet, latest generation, orange	n/a
1	North American Rescue	HyFin Vent vented chest seal, 6x6 size, twin pack	10-0037
1	North American Rescue	NAR Flat Emergency Trauma Dressing, 6” length	30-0094
1	n/a	“Just In Time” Instruction Card (see below)	
1	Any	Paramedic trauma shears, 7.5”	
1	Any	Combat medical tape / duct tape, mini roll, 2”	
1	Any	Emergency survival rescue blanket, silver, 84” length by 52” width	
2	Any	Compressed gauze rolls, 4.5 yards by 4.1 yards	
1	Any	Permanent marker, small (BLACK)	
2	Any	Pairs of nitrile gloves, blue, size large	

- E. These items will be contained in a single vacuum-sealed package, with dimensions no larger than 7"x5"x2.5". At least two corners of the package must be notched for ease of opening. For each of the two (2) kits above, pricing shall also be included for a Five-Pack Kit with Carrying Case and Quiklitter, comprised of five (5) of the individual kits and an NAR Responder Quiklitter (Manufacturer Item # 60-0080), contained in a red nylon bag with a zipper closure, no larger than 7.5" high, 13" wide, and 8" deep.
- F. For each of the two (2) kits above, pricing shall also be included for a Eight-Pack Kit with Carrying Case, comprised of five (5) of the individual kits contained in a red nylon pack with a zipper closure, no larger than 14" high, 11" wide, and 8" deep.
- G. The packaging for both individual kits and the nylon packaging shall include labeling clearly identifying the kits and the contents, in form and style comparable to the NCR-Maryland labeling attached as Exhibit A. Use of the NCR-DC-MD-VA logo is required. Logos are provided as Exhibit B; electronic files of the logos can be downloaded as part of this IFB.
- H. Sample text of the "Just In Time" instruction card can be found as Exhibit C. The text of the card must be comparable in explanation to Exhibit C and cover the proper use of the items contained in the individual kit as described above. Use of the NCR logos at Exhibit B is desirable.
- I. Mass Crisis Incident Kit Type #1 ("SAM-XT Mass Care Kit") shall include, as a single unit:

Quantity	Manufacturer	Description	Manufacturer Item #
10	SAM Medical Products	SAM-XT Tourniquet, latest generation, orange	XT-600-OR-EN
1	North American Rescue	Mass Crisis Incident Kit, including: <ul style="list-style-type: none"> • 1 red nylon duffel bag • 40 individual aid kits 	85-0411
5	North American Rescue	NAR Responder Quiklitter	60-0080

- J. Mass Crisis Incident Kit Type #2 ("CAT Mass Care Kit") shall include, as a single unit:

Quantity	Manufacturer	Description	Manufacturer Item #
10	C•A•T Resources, LLC	Combat Application Tourniquet, latest generation, orange	n/a
1	North American Rescue	Mass Crisis Incident Kit, including: <ul style="list-style-type: none"> • 1 red nylon duffel bag • 40 individual aid kits 	85-0411
5	North American Rescue	NAR Responder Quiklitter	60-0080

- K. As an option, wall mount cabinets may be ordered. Two types of cabinets are requested:

- i. A surface-mounted galvanized steel cabinet with external dimensions of 17.5" high x 17.5" wide x 7" deep, Modern Metal Products 280SM or equivalent; and
 - ii. A semi-recessed galvanized steel cabinet, meeting ADA compliance requirements for cabinets, with external dimensions of 17.5" high by 17.5" wide, with an external trim depth of no more than 4" and internal dimensions no less than 14" high, 14" wide, and 6.5" deep, Modern Metal Products 280SR3 or equivalent.
- L. Pricing shall also be provided for individual tourniquets and Quiklitters. All bids must include information on minimum orders and/or upcharges for small orders.

IV. PURCHASE AND DELIVERY TERMS

- A. The initial order of kits and equipment shall be ordered by COG, and no deliveries should be processed without a COG-issued Purchase Order. Subsequent deliveries may be made by the individual agencies, and those agencies will issue Purchase Orders themselves.
- B. All orders shall be shipped complete, labeled, and packaged adequately to ensure safe handling and proper delivery.
- C. The awardee shall assign a sales/customer service representative to address product quality and delivery issues.
- D. Freight terms for all orders shall be FOB destination, freight prepaid. All delivery charges shall be included in the price.
- E. No sales tax shall be included in the price. Agencies shall provide tax exemption certificates upon request.
- F. Deliveries shall be made within thirty (30) days of receipt of the Purchase Order.
- G. Delivery locations for the initial order, are included as Attachment E to this IFB.

V. CONTRACT TERMS

- A. Contracts awarded to successful bidders will be for a period of one (1) year from date of award, with the option to renew up to four (4) times for one (1) additional year each by mutual agreement.
- B. All prices shall be firm against any increase for the initial contract period. For each subsequent contract period, it shall be the awardee's responsibility to notify COG at least sixty (60) days prior to any increase taking effect, and to submit a request for price increase by furnishing bona-fide manufacturer's documents or a price list reflecting the changes. Price increase requests may be denied if not supported with appropriate price increase justification.

VI. BID AND SUBMISSION INSTRUCTIONS

- A. Submitted bids must include all of the requested documentation. Bids submitted missing this documentation may, at COG's sole discretion, be determined to be non-responsive and rejected pursuant to COG's Procurement Policy.
- B. All bids must be signed by responsible officials authorized to sign for their company and submitted no later than 2:00 PM Eastern Standard Time on January 23, 2020 to the COG LOCKBOX system.
- C. Bids will not be accepted if submitted through hard copy, mail, courier, fax, email, or any other electronic method except as described below. Bids submitted through any method other than the COG LOCKBOX system will be rejected unopened.
- D. Bidders shall submit one electronic copy to the COG LOCKBOX system in the following fashion:
 - i. *Registration.* To utilize the LOCKBOX service, bidder must 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.
 - 1. To register:
 - a. Go to the portal at <https://mwcog.net> and click the Vendors listing the left menu on the page.
 - b. 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.
 - c. Registering will give bidder access to the LOCKBOX solicitations.
 - ii. *Submission.* Once registered in the VRS system go to the website at <https://mwcog.net> and click on Solicitation Listings tab.
 - 1. Those solicitations utilizing the VRS Lockbox service will be highlighted with a LOCKBOX button.
 - 2. Click on the LOCKBOX button.
 - 3. 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 use bid id and password by email.
 - 4. Bidder's credentials may be used for the following:
 - a. To submit a question to COG about the IFB. See Section III. E. below.
 - b. To upload bidder's formal bid response and any additional attachments to the lockbox (before the closing time for the solicitation).

- i. Please limit size of individual files to 10 MB.
 - c. To withdraw bidder's formal response should bidder desire to cancel its submission or to replace an already uploaded copy with a modified version.
 - d. To verify that the document in the lockbox is the one bidder uploaded.
 - 5. If no vendor ID is provided, bidder will be directed to the registration page.
 - 6. 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.
 - 7. 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.
 - 8. 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@mwkog.org.
- E. 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.
- F. COG will post any addendum necessary to address questions no later than three (3) business days before the due date of bids.
- G. Exceptions taken by bidders do not obligate COG to change the specification. If no changes are needed, no addendum will be issued.
- H. 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/>.
- I. Bid responses should indicate that bidders have reviewed the latest addenda on the bid form via the Bidder's Checklist.
- J. Bid responses must provide at least three (3) references of customers for whom bidder provides similar products on Attachment C, which must be included.
- K. Bidders must acknowledge their understanding of all terms listed in this IFB by signing the Bid Form as part of their submission.

VII. AWARD CRITERIA

- A. Contracts shall be awarded to the lowest responsive, responsible bid(s) received meeting the Specifications.

- B. COG reserves the right, at its sole discretion, to award contracts to multiple bidders.
- C. COG reserves the right to cancel this IFB or to reject in whole or in part any or all bids received, if COG determines that cancellation or rejection serves the best interests of the organization.

(remainder of page intentionally left blank)

VIII. BID FORM

Item	UOM	Price	Notes
SAM-XT Individual Tourniquet	Each		
SAM-XT individual kit, as at III.C	Each		
5-Pack of SAM-XT Kits, including Quiklitter and packaging, as at III.E	Per 5-Pack		
8-Pack of SAM-XT Kits, including packaging, as at III.F	Per 8-Pack		
Mass Crisis Incident Kit, as at III.I	Each		
CAT Individual Tourniquet	Each		
CAT Individual Kit, as at III.D	Each		
5-Pack of CAT Kits, including Quiklitter and packaging, as at III.E	Per 5-Pack		
8-Pack of CAT Kits, including packaging, as at III.F	Per 8-Pack		
Mass Crisis Incident Kit, as at III.J	Each		
Surface Mount Cabinet, as at III.K.i	Each		
Semi-Recessed Cabinet, as at III.K.ii	Each		
Quiklitter	Each		

Please describe any minimum dollar amounts or quantities for shipment:

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.

SIGNATURE: _____

NAME: _____

COMPANY: _____

ADDRESS: _____

TELEPHONE: _____

EMAIL: _____



ATTACHMENT A:
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

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, must 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 (2.00%) on all gross sales made to jurisdictions NOT listed at II., below, pursuant to a resulting contract for this specification, at the time of the semi-annual report submission due dates listed above. The jurisdictions listed below also include any political subdivisions of those entities.
- F. Significant changes in total contract value may result in further negotiations of contract

pricing with the Lead Agency and any Participating Agency.

In pricing and other conditions, contractors are urged to consider the broad reach and appeal of public and non-profit entities in the National Capital region.

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
- 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 (WMATA)
- 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

COG Rider Clause

Approval Form

(SAMPLE – DO NOT FILL THIS OUT)

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.

(SAMPLE – DO NOT FILL THIS OUT)

<u>Questions</u> –	<u>YES</u>	<u>NO</u>
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

Name _____

Title _____

Signature _____

Metropolitan Washington

Council of Governments

Name _____

Title _____

Signature _____

ATTACHMENT B

Terms and Conditions

This document sets out provisions generally applicable to Metropolitan Washington Council of Governments ("MWCOG") 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 "MWCOG" includes MWCOG, 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 MWCOG immediately. Upon learning of the actions herein identified, MWCOG 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 MWCOG 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 MWCOG 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, MWCOG's and/or its members or Contractor's reasonable control. MWCOG 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 MWCOG 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 MWCOG 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 MWCOG 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, MWCOG 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 MWCOG 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 MWCOG and/or members, is not currently employed by the Federal Government, and is not an officer, employee or agent of MWCOG 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 MWCOG 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 MWCOG’s written consent, any obligation of MWCOG 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 MWCOG, individual members, their employees, and agents as ADDITIONAL INSURED. A copy of the certificate of insurance shall be filed with MWCOG 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 MWCOG 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 MWCOG and/or individual members, their employees, and agents as ADDITIONAL INSURED.
- C. Contractor shall, upon request, provide MWCOG 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 MWCOG 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.

XI. Nondiscrimination

- A. A contractor who is the recipient of MWCOG 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 MWCOG and/or members upon request and shall become and remain the exclusive property of MWCOG 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. MWCOG 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 MWCOG 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 MWCOG and/or members.
- C. The Contractor shall indemnify and save harmless MWCOG 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 MWCOG 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 MWCOG's and/or members receipt of a proper invoice from the Contractor.

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 MWCOG 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 MWCOG and/or members. The acceptance of the work set forth herein by MWCOG and/or members shall not relieve the Contractor of the responsibility of subsequent corrections of such errors.
- B. Set Off. MWCOG 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 MWCOG 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 MWCOG/ 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 MWCOG 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 MWCOG, 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 MWCOG and/or members, perform at its own expense and without additional cost to MWCOG 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

MWCOG and/or members under the “Remedies” paragraph, or otherwise available by law.

XVII. Severability/Waiver

- A. MWCOG 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 MWCOG and/or members. MWCOG and/or members have the right to withhold such consent for any reason MWCOG 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, MWCOG 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 MWCOG’s and/or members option, become MWCOG’s and/or member’s property. MWCOG 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 MWCOG 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 MWCOG and/or members, in whole or in part, upon written notice to the Contractor, when MWCOG and/or members determines such termination is in the best interest of MWCOG and/or members. The termination for convenience is effective on the date specified in MWCOG’s and/or members written notice.

- B. MWCOG 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 MWCOG 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 MWCOG'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 MWCOG 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. MWCOG 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.

(Revised 8/22/2017)

**ATTACHMENT C
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 _____

ATTACHMENT D

EXPECTED INITIAL DELIVERY ADDRESSES

Do not contact the below agencies directly concerning this IFB.

JURISDICTION	STREET ADDRESS	CITY	STATE	ZIP
District of Columbia	2720 Martin Luther King Jr Avenue SE	Washington	DC	20032
Arlington County	1400 N. Uhle St, Suite 300	Arlington	VA	22201
City of Alexandria	Alexandria Fire Department 2003 Mill Road, Suite 3100	Alexandria	VA	22314
City of Fairfax	Emergency Management 10455 Armstrong Street	Fairfax	VA	22030
City of Falls Church	Office of Emergency Management 300 Park Avenue	Falls Church	VA	22046
City of Manassas	Fire and Rescue Headquarters 9324 West Street, Suite 103	Manassas	VA	20110
City of Manassas Park	9080 Manassas Drive	Manassas Park	VA	20111
Fairfax County	County Logistics Center Warehouse 6800 Industrial Road A	Springfield	VA	22151
Loudoun County	Office of Emergency Management 801 Sycolin Road SE	Leesburg	VA	20175
Prince William County	PWC Fire Rescue Logistics 9027 Euclid Avenue	Manassas	VA	20110
Montgomery County	Office of Emergency Management and Homeland Security 100 Edison Park Drive, Room 1S31	Gaithersburg	MD	20878
Prince George's County	Office of Emergency Management 7915 Anchor Street	Landover	MD	20785
MARC	MTA MARC Train 1600 Ludlow Street, Building 7	Baltimore	MD	21230
MWAA	2733 Crystal Drive	Arlington	VA	22202

ATTACHMENT E


ESTIMATED INITIAL ORDER QUANTITIES

Jurisdiction	Type #1 (SAM-XT)				Type #2 (CAT)				Surface Mount Cabinet	ADA-Compliant Semi-Recessed Cabinet
	Individual Kit	5-Pack	8-Pack	Mass Crisis Incident Kit	Individual Kit	5-Pack	8-Pack	Mass Crisis Incident Kit		
District of Columbia	0	0	0	0	77	0	0	4	0	0
Arlington County, Virginia	0	41	0	2	0	0	0	0	0	0
City of Alexandria, Virginia	11	15	2	2	0	0	0	0	17	0
City of Fairfax, Virginia	1	4	0	1	0	0	0	0	0	0
City of Falls Church, Virginia	0	0	0	0	2	2	1	1	0	0
City of Manassas, Virginia	0	0	0	0	1	5	0	1	5	0
City of Manassas Park, Virginia	0	0	0	0	0	1	1	1	0	0
Fairfax County	0	0	0	0	0	6	96	3	2	84
Loudoun County	0	0	0	0	0	6	49	2	0	0
Prince William County	0	0	0	0	65	32	12	2	1	34
Montgomery County	0	0	0	0	5	120	0	3	0	120
Prince George's County	0	0	0	0	0	105	0	3	0	105
Maryland Area Regional Commuter	0	0	0	0	0	44	0	22	0	0
Metropolitan Washington Airports Authority	0	27	0	4	0	0	0	0	0	27
TOTALS	12	87	2	9	150	321	159	42	25	370

NOTE: These quantities are estimates. COG and member jurisdictions reserve the right to order more or less of the items listed above.

EXHIBIT A

SAMPLE LABELING



PUBLIC ACCESS INDIVIDUAL
BLEEDING CONTROL KIT

Individual Bleeding Control Kit • PN: 85-2274

1x	HyFin® Vent Compact Chest Seal, Twin Pack	1x	Permanent Marker, Small
1x	C-A-T® Tourniquet, Orange	1x	2" Mini Duct Tape
1x	6" Responder ETD™ Dressing	1x	Responder Trauma Shears, Large
2x	Responder Compressed Gauze	2x	Responder Nitrile Gloves, Large
1x	Emergency Survival Blanket	1x	Just In Time Instruction Card






EXHIBIT B

NCR LOGO



EXHIBIT C

SAMPLE JUST IN TIME INSTRUCTION CARD

Apply Gauze & Compress



1. Identify & Cover the wound
2. Apply Direct Pressure until Bleeding is controlled
3. Wrap Wound with ETD (See next Step)

Responder Emergency Trauma Dressing (ETD)



1 Place Pad over the Wound

2 Wrap around the Limb, covering the pad

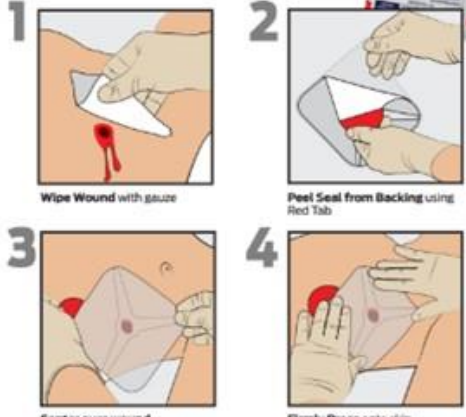
3 Pull ETD Firmly, and continue to Wrap, covering the wound completely

Secure with velcro style fastener when wrap is complete



Open Chest Wound

(Intermediate & Advanced Kits)
Apply HyFin® Chest Seal



1. Wipe Wound with gauze
2. Peel Seal from Backing using Red Tab
3. Center over wound
4. Firmly Press onto skin


INSTRUCTIONS FOR USE

PUBLIC ACCESS
BLEEDING CONTROL



NORTH AMERICAN RESCUE®
www.NARescue.com • 888.689.6277

Major Bleeding on Arm or Leg Apply C-A-T® Tourniquet



1. TWO-HANDED APPLICATION: Route the band around the limb, pass the red tip through the slit of the buckle, and position the C-A-T® 2-3" above the bleeding site directly to the skin.*
2. ONE-HANDED APPLICATION: Insert the injured limb through the loop in the band and position the C-A-T® 2-3" above the bleeding site directly to the skin.*
3. Pull band tightly and fasten it back on itself all the way around the limb, but not over the rod clips.
4. Band should be tight enough that tips of three (3) fingers CANNOT be slid between the band and the limb. If the tips of three (3) fingers slide under band, retighten and re-secure.
5. Twist the rod until bleeding has stopped.
6. Secure the rod inside a clip to lock it in place. Check for bleeding and distal pulse. If bleeding is not controlled, or distal pulse is present, consider additional tightening or applying a second C-A-T® above and side-by-side to the first. Reassess.
7. Route the band between the clips and over the rod. Secure rod and band with TIME strap. Record time of application.

*If you cannot be sure or cannot take the additional time to examine where the bleeding is coming from based on the situation, the C-A-T® can be effectively applied over clothing as high on the arm or leg as possible. The C-A-T® must NOT be applied over solid objects within the clothing. As soon as the situation permits, the injured limb should be evaluated and the C-A-T® re-positioned 2"-3" above the injury directly to the skin.