



Metropolitan Washington  
**Council of Governments**

**INVITATION FOR BID NO. 22-005**

**COMMUTER CONNECTIONS MASS MAILER**

Bidders shall submit an electronic copy of their bid to the COG LOCKBOX system, as per the submission instructions in Section IV of this IFB.

**Submission Deadline:** April 15, 2022, 2:00 PM EDT

**I. SUMMARY**

Product requested	Printing and mailing of approximately 500,000 self-mailers
Contract type	Firm fixed price
Number of contracts	One
Payment method	Net 30
Planned duration of RFP advertisement	Two (2) weeks
Start of advertisement period for IFB	March 31, 2022
Deadline for questions about IFB	Three (3) business days before deadline for bids
Deadline for COG responses to questions	Two (2) business days before deadline for bids
Deadline for bids	April 15, 2022

**II. INTRODUCTION**

- A. This Invitation for Bid (IFB) solicits bidders to print and mail five hundred thousand (500,000) self-mailers to Washington, DC residents on behalf of the Metropolitan Washington Council of Governments (COG) and the Commuter Connections Program.

**III. SPECIFICATIONS**

Bidders shall submit pricing and delivery timeframes that meet the following requirements:

**A. Printing Specifications**

1. Print 500,000 of one version.
2. 100# silk text.
3. Double-sided.
4. Four-color with bleeds.
5. Approximate unfolded size 8.5" w x 16.25"h.
6. Four panels fold down to approximately 8.5" w x 4.125 "h.
7. Perforated in middle for detachable business reply mail back application form.
8. No glue or adhesive strip needed.
9. Matte varnish, except for the application form and outbound address panel.
10. Printed on recycled paper.
11. COG to be provided with any overflow mailers.
12. One hard copy proof will be required, showing folds and perforation markings.
13. PDFs for other proof correspondence is sufficient.
14. Up to three rounds of edits may be required.

**B. Mailing Services Requirements**

1. National Change of Address (NCOA).
2. Remove deceased.
3. Suppression list to be provided (approximately 1,100 records).
4. Imprint, fold, tab, and deliver 500,000 postcards to USPS.
5. If Sectional Center Facility (SCF) or Bulk Mail Facility (BMC) drop offs are made, please include all fee charges for deliveries made to USPS.

**C. List Purchase**

1. Provide Cost Per Thousand (CPM) estimate for a mailing list of approximately 500,000 records, Head of Households (HH), one-time usage.
2. COG will supply a list of zip codes. A portion of the zip codes will be labeled as Equity Emphasis Areas (EEA). Target quantity 300,000.
3. All households within EEA zips will receive one mailer.
4. Non-EEA zips (target quantity 200,000) will be delivered to HH's with the following demographic criteria:
  - i. Ages 25 - 64
  - ii. Household income \$75,000 or above
5. Please provide zip code, zip name, state initials, and county name. If the list exceeds 500,000 records, COG will pair it down to 500,000 or less.

**D. Postage Estimate**

1. Provide estimate of USPS presorted non-profit rate postage, to be paid by COG directly to USPS postal permit.

**IV. 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. See also the Bidder's Checklist on the Bid Form. (See Section V).
- B. Bidder must provide at least 3 references of work of similar nature and volume of business to demonstrate capacity and competency.
- C. All bids must be signed by responsible company officials and submitted as described below no later than the time and date indicated herein.
- D. Awards will be made to the lowest responsive and responsible Bidder.
- E. No substitutes will be accepted. Items must be as specified above.
- F. Submission of Bids – Electronic Lockbox.
- G. Bidders shall submit one electronic copy to the COG LOCKBOX system in the following fashion:
- H. *Registration.* To utilize the LOCKBOX service, Bidder must be registered on the Mid-Atlantic Purchasing Team Vendor Registration System (“VRS”) portal at <https://www.mwcog.net>. If Bidder is not registered, please do this before accessing the LOCKBOX.

1. To register:
  2. Go to the portal at <https://www.mwcog.net> and click the Vendors listing the left menu on the page.
  3. Click Register and fill out the form. NOTE: Bidder will need to provide company information including TIN/EIN number if Bidder is a company, or Bidder's SSN if Bidder is a sole proprietor.
  4. Registering will give Bidder access to the LOCKBOX solicitations.
- I. *Submission.* Once registered in the VRS system, go to the website at <https://www.mwcog.net> and click on Solicitation Listings tab.
1. Select "Metropolitan Washington Council of Governments" from the list.
  2. Those solicitations utilizing the VRS Lockbox service will be highlighted with a LOCKBOX button.
  3. Click on the LOCKBOX button.
  4. 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, which will then give them access to the solicitation documents.
  5. Bidder's credentials may be used for the following:
  6. To upload Bidder's formal proposal response and any additional attachments to the lockbox (before the closing time for the solicitation).
  7. Please limit size of individual files to 10 MB.
  8. To withdraw Bidder's formal response should Bidder desire to cancel its submission or to replace an already uploaded copy with a modified version.
  9. To verify that the document in the lockbox is the one Bidder uploaded.
  10. If no vendor ID is provided, Bidder will be directed to the registration page.
  11. If Bidder wants to ensure that their 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.
  12. 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.

13. 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](mailto:customerservice@eepex.com) with a copy to [purchasing@COG.org](mailto:purchasing@COG.org).

J. Clarifications via Addenda

1. Questions regarding discrepancies, omissions, specifications, bid instructions, or the bid form may be directed in writing only no later than three (3) business days before the bid opening, emailed to [purchasing@mwcog.org](mailto:purchasing@mwcog.org) with a courtesy copy to [cpipinou@mwcog.org](mailto:cpipinou@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 two (2) 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/](http://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 by checking the proper boxes on the Bid Response Form.

K. COG will award the purchase to the lowest, responsible and responsive Bidder.

L. No work shall begin without a COG issued Purchase Order.

M. Bidders must acknowledge their understanding of all terms listed in this IFB by signing the Bid Form (Section VI).

N. 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.

O. 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.

**V. GENERAL CONDITIONS**

A. Bidders shall accept orders via mail, facsimile, email, telephone and (if applicable) online web form.

B. 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.

1. COG has implemented a P-Card Program utilizing MASTERCARD networks. Purchases from this contract will be made utilizing COG's P-Card.

2. 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.

3. Accordingly, vendors 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 by the COG. COG reserves the right to revise this program as necessary.
  4. In rare 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.
- C. No taxes will be included in the price. A tax exemption certificate can be provided upon request.

**VI. BID FORM (Page 1 of 2)**

TO: Metropolitan Washington Council of Governments,  
 777 North Capitol Street, NE, Suite 300  
 Washington, DC 20002

Date \_\_\_\_\_

Quantity	Item	Description	Unit Price	Total
500,000	Printing	Commuter Connections Mailers		
500,000	Mailing Services	Set-up, data processing, inkjet, tab, fold, perforate, etc.		
300,000	List Purchase #1	Equity Emphasis Zip Codes (all HHs)		
200,000	List Purchase #2	Non-Equity Zip Codes (demographic criteria)		
500,000	Mail Drops	Delivery to USPS		
<b>TOTAL</b>				
	Postage Estimate	Your estimate of USPS presorted non-profit 500,000 pieces (to be paid directly to USPS by COG)		

Addendums acknowledged (if applicable) -

Addendum #1 YES \_\_\_ NO \_\_\_ N/A \_\_\_

Addendum #2 YES \_\_\_ NO \_\_\_ N/A \_\_\_

Others \_\_\_\_\_

Bidders Check List Required Forms

Terms and Conditions Acknowledged (Attachment A) YES\_\_\_ NO\_\_\_

References (Attachment B) YES\_\_\_ NO\_\_\_

\*Exceptions Taken? YES\_\_\_ NO\_\_\_

\*If yes please attach all on separate sheet(s) at the end of the bid submission.

Electronic Payment - P-Card (Preferred) YES\_\_\_ NO\_\_\_

ACH YES\_\_\_ NO\_\_\_

**VIII. BID FORM (page 2 of 2)**

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: \_\_\_\_\_ FAX: \_\_\_\_\_

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



**ATTACHMENT A**  
**TERMS AND CONDITIONS**

*NOTE: COG will not negotiate Terms and Conditions at the time of contract award. Exceptions MUST be made now. Failure to do so may disqualify the Bidder now or at a later time.*

This document sets out provisions generally applicable to Metropolitan Washington Council of Governments (“COG”) contracts. The provisions herein do not constitute a complete agreement, and must be appended to a document, executed by all parties, which identifies the specific work to be performed, compensation, term, incorporated attachments, and special conditions, if any.

**I. 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.
- 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 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 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 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, their officers, agents and employees.

**IX. Independent Contractor**

A. Contractor shall perform the work required by this Contract as an "Independent Contractor." Although MWCOG reserves the right to determine the delivery schedule for the work to be performed and to evaluate the quality of the completed performance, MWCOG cannot and will not control the means or manner of the Contractor's performance. The Contractor shall comply promptly with any requests by MWCOG 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, is not currently employed by the Federal Government, and is not an officer, employee or agent of MWCOG.
- 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 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 as ADDITIONAL INSURED. A copy of the certificate of insurance shall be filed with MWCOG prior to the time any services are rendered. Contractor shall maintain coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate and \$500,000 for property damage. Coverage shall be written on an occurrence form (Accord Form).
- B. Contractor shall obtain, and at all times keep in effect, automobile insurance on all vehicles used in this Contract with MWCOG 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 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 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.
- F. When insurance coverage is renewed, Contractor shall provide new certificates of insurance prior to expiration of current policies to all contracting agencies.

**XI. Civil Rights Requirements - 29 U.S.C. § 62, 42 U.S.C. § 2000, 42 U.S.C. § 602, 42 U.S.C. § 12112, 42 U.S.C. § 12132, 49 U.S.C. § 5332**

- A. Nondiscrimination

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of federal law, the BIDDER agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the BIDDER agrees to comply with applicable federal implementing regulations. The clauses of Appendix A and E of the U.S. DOT Standard Title VI Assurances (USDOT 1050.2A) are incorporated herein by reference.

**B. Equal Employment Opportunity.** The following equal employment opportunity requirements apply to the underlying contract:

1. Race, Color, Creed, National Origin, Sex

In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, the BIDDER agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.* (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect activities undertaken in the course of this PROJECT. The BIDDER agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the BIDDER agrees to comply with apprenticeship. In addition, the BIDDER agrees to comply with any implementing requirements the funding federal agency may issue.

2. Age

In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and other applicable law, the BIDDER agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the BIDDER agrees to comply with any implementing requirements the funding federal agency may issue.

3. Disabilities

In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the BIDDER agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons

with disabilities. In addition, the BIDDER agrees to comply with any implementing requirements the funding federal agency may issue.

- C. The BIDDER also agrees to include these requirements in each subcontract financed in whole or in part with federal assistance, modified only if necessary, to identify the affected parties.

**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 upon request and shall become and remain the exclusive property of MWCOG 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 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 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, 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 COG's 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.

COG has implemented a P-Card Program utilizing MASTERCARD networks. Purchases from this contract will be made utilizing COG's P-Card.

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 by the COG. COG reserves the right to revise this program as necessary.

In rare cases, ACH transactions will be acceptable as a form of payment to our contractors. 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 MWCOG 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. The acceptance of the work set forth herein by MWCOG shall not relieve the Contractor of the responsibility of subsequent corrections of such errors.
- B. **Set Off.** MWCOG may deduct from and set-off against any amounts due and payable to the Contractor any back-charges, penalties, or damages sustained by MWCOG, 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 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, perform at its own expense and without additional cost to MWCOG, 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 under the "Remedies" paragraph, or otherwise available by law.

**XVII. Severability/Waiver**

- A. MWCOG 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. MWCOG have the right to withhold such consent for any reason MWCOG 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 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 option, become MWCOG's and/or member's property. MWCOG 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 can affirmatively collect damages.

**XXI. Termination of Contract for Convenience**

- A. The performance of work under this Contract may be terminated by MWCOG, in whole or in part, upon written notice to the Contractor, when MWCOG determines such termination is in the best interest of MWCOG. The termination for convenience is effective on the date specified in MWCOG's written notice.
- B. MWCOG 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 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 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 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 5/20/2021)*



**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 work of similar nature and volume of business to demonstrate capacity and competency.

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

A Bidder, which, in the sole judgment of the offeror, lacks sufficient specific experience, may be deemed non-responsible, and may not be considered for award of contract.

1) Company Name \_\_\_\_\_

Contact Name \_\_\_\_\_

Mail Address \_\_\_\_\_

\_\_\_\_\_

Telephone Number \_\_\_\_\_ Email Address \_\_\_\_\_

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2) Company Name \_\_\_\_\_

Contact Name \_\_\_\_\_

Mail Address \_\_\_\_\_

\_\_\_\_\_

Telephone Number \_\_\_\_\_ Email Address \_\_\_\_\_

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3) Company Name \_\_\_\_\_

Contact Name \_\_\_\_\_

Mail Address \_\_\_\_\_

\_\_\_\_\_

Telephone Number \_\_\_\_\_ Email Address \_\_\_\_\_