



INVITATION FOR BIDS (IFB) NO. 23-006

**T-SHIRTS FOR THE FY2023
COMMUTER CONNECTIONS
BIKE TO WORK DAY EVENT**

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

Submission Due Date: **December 20, 2022**

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I. SUMMARY

Goods Requested	15,000 T-shirts with imprint
Contract type	Firm Fixed Price
Number of contracts	One
Duration	DELIVERY MUST ARRIVE AT THE FINAL DESTINATION NO LATER THAN MAY 3, 2023
Payment method	Net 30
Planned duration of IFB advertisement	Approximately 4 weeks
Start of advertisement period for IFB	November 18, 2022
Deadline for questions about IFB	December 13, 2022
Deadline for COG responses to questions	December 15, 2022
Deadline for proposals	December 20, 2022

II. INTRODUCTION

- A. This Invitation for Bids (“IFB”) is being offered for the procurement of Commuter Connections/ Metropolitan Washington Council of Governments (“COG”) T-shirts for the Bike to Work Day event to be held on Friday, May 19, 2023.
- B. For two decades Bike to Work Day has been held in the Washington, DC metropolitan region as a free event. Bike to Work Day celebrates bicycling as a clean, fun, and healthy way to get to work. Approximately 100 pit stops in Washington DC, Maryland, and Virginia will welcome bicyclists with free T-shirts, available to the first 15,000 who register and attend.
- C. 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 (TPB) 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.
- D. 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.
- E. COG will identify the responsive and responsible bidder(s).

III. SPECIFICATIONS

- A. *T-Shirts*. Provide an estimate for fifteen thousand (15,000) t-shirts based on the below chart. Percentages by size are subject to change.

Size	%	Quantity
Extra Small (XS)	1.0%	150
Small (S)	19.0%	2,850
Medium (M)	29.0%	4,350
Large (L)	29.0%	4,350
Extra Large (XL)	20.0%	3,000
Extra Extra Large (XXL)	2.0%	300
<i>Percentages by size, subject to change</i>	100%	15,000

- B. *T-shirt Weight*. Please indicate weight on Bid Form: Medium or Heavy.
- C. *Material*. Please indicate weight on Bid Form: 50/50 cotton poly, or 100% cotton.
- D. *Sizes/Cut*. Men’s XS (Extra Small or equivalent) to XXL (Extra-Extra Large). If there is an additional charge for XXL, please note it on the Bid Form.
- E. *Color*: “Green”. The winning Bidder shall provide three to four samples of shirts (without logo) within the realm of their available green color palette, for final determination of the t-shirt color, to the Metropolitan Washington Council of Governments at the address below, delivery to arrive no later than January 6, 2023.
- F. *Imprint*. One-color front and back. Art files will be provided by COG’s graphics contractor in requested format. Please indicate any charges for handling design/logos.
- G. *Delivery/Shipping*. Please indicate delivery and shipping charges as follows:
1. 14,975 shirts delivered to ICF, 9300 Lee Highway, Fairfax, VA 22031. (specific location may change but will still be in the Washington, DC area).
 2. 25 shirts delivered to Metropolitan Washington Council of Governments, 777 N. Capitol Street NE, Suite 300, Washington, DC 20002.
 3. Delivery must arrive the week of May 1, 2023. Time is of the essence.

IV. GENERAL CONDITIONS

- A. Contact information for a Bidder’s customer service representative must be included on the CONTACT INFORMATION FORM (Attachment C).

- B. Purchase and Delivery Terms are as follows:
1. Successful Bidders shall accept orders via email from COG, via a Purchase Order number. All orders shall be complete, labeled, and packaged adequately to ensure safe handling and proper delivery.
 2. Freight terms for all orders requested to be delivered shall be FOB destination, Freight Prepaid.
 3. Delivery shall be to the addresses designated above at III.G.
 4. Failure to meet the delivery date in this IFB will result in a 10% deduction from the total amount of the invoice payable to the selected vendor.
- C. The successful Bidder shall assign a salesperson/customer service representative to address product quality and delivery issues.

V. PRICES/BILLING

- A. Pricing must be submitted as firm fixed rate pricing.
- B. Contractor shall set up its billing system to ensure that invoices shall not include sales tax. COG will provide a certificate of exemption for sales tax upon request.
- C. The winning vendor must accept payment via Purchasing Card or ACH, as set forth in Attachment A, Paragraph XII.
- D. To facilitate prompt payment, invoices must contain the commodity and/or service descriptions, quantity, and unit pricing.
- E. Invoices failing to contain the required line item detail, including contract line number and unit pricing may be returned for correction.
- F. Following award of contract, successful Bidders shall be required to have a valid W-9 form on file with COG.

VI. BID INSTRUCTIONS

- A. COG is the procuring entity, and this procurement transaction will, in all aspects, be governed by COG's own procurement policy and procedures. A copy of COG's procurement policy is available to any potential offeror at <https://www.mwcog.org/documents/2021/11/02/cog-procurement-policy-bids/rfps/>.
- B. Bidders must include the documentation specified below in their IFB submission or they may be determined to be non-responsive and subject to rejection. See the Proposal Checklist, below.
 1. Bidder shall include pricing for units meeting the requirements as part of the Proposal Form (Section VII).
 2. Bidder shall complete the CONTACT INFORMATION FORM (Attachment B) in its entirety and designate a dedicated Sales/Customer Service Contact and Service/Support Contact as Key Personnel.
 3. Each Proposal shall be accompanied by a NON-COLLUSION AFFIDAVIT regarding price fixing, gratuities, bribery, and discriminatory employment practices. When

the Bidder is a corporation, a duly authorized representative shall execute the affidavit (Attachment C).

4. REFERENCES are to be provided from three (3) other clients who are being, or have been, provided by the Bidder with similar products, services and scope of work (Attachment D).
- C. All Bids must be completed by responsible company officials and submitted to the COG LOCKBOX no later than 2:00 PM, Eastern Daylight Time, on December 20, 2022.
 - D. Proposals will not be accepted if submitted through hard copy, mail, courier, fax, email, or any other electronic method except as described below. Proposals submitted through any method other than the COG LOCKBOX system will be rejected unopened.
 - E. Bidders shall submit one electronic copy to the COG LOCKBOX system in the following fashion:
 1. *Registration.* To utilize the LOCKBOX service, bidder must be registered on the Mid-Atlantic Purchasing Team Bidder Registration System (“VRS”) portal at <https://mwcog.net>. If bidder is not registered, please do this before accessing the LOCKBOX.
 2. To register:
 - a. Go to the portal at <https://mwcog.net> and click the Bidders 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.
 - F. *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 Bidder 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 Bidder ID is provided, Bidder will be directed to the registration page.
- 6. If Bidder wants to ensure that their company details are correct prior to uploading the proposal, then logon to VRS using bidder's VRS Bidder ID and VIN then jump to the Bidder 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 copy to purchasing@mwkog.org.
- G. All questions regarding discrepancies, omissions, specifications, instructions, or the required forms may be directed via email, no later than 10 working days prior to the deadline by 4:00 pm Eastern Daylight Time, to purchasing@mwkog.org.
 - 1. COG will post any addendum necessary to address questions no later than three (3) business days before the due date of proposals.
- H. It is the responsibility of the offeror to check if any addenda have been issued. Addenda will be posted at <http://www.mwkog.org/purchasing-and-bids/cog-bids-and-IFBs/>.
- I. Bid responses should indicate that Bidders have reviewed the latest addenda on the bid form via the Bidder's Checklist.
- J. Bidders must acknowledge their understanding of all terms listed in this IFB by signing the Bid Form as part of their submission.
- K. Any variation to the solicitation specifications should be noted by the Bidder/contractor as an exception with an explanation attached to the Bid Form.
 - 1. Exceptions taken do not obligate COG to change the specifications.
 - 2. In some cases, exceptions may result in the Bidder to be disqualified or result in a lower score in the evaluation process.
 - 3. Failure to report exceptions with the submission may result in disqualification.

(Remainder of page intentionally left blank. Section VII, Proposal Form, follows on next page.)

VII. BID FORM

(Page 1 of 2)

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

Date _____

BID – IFB 23-006 – Commuter Connections BTWD '23 T-Shirts

Pricing:

<u>Quantity*</u>	<u>Item</u>	<u>Unit Price</u>	<u>Total</u>
14,700	T-Shirts XS to XL		
300	T-Shirts, XXL (Including any surcharge)		
2	Imprint (one-color designs) Front – One Logo Back – Multiple Logos		
2	Shipping Charges		

* T-shirt quantities per size are approximate and may change.

Fabric: Poly/Cotton 100% Cotton
Weight: Medium Heavy

Required Document Checklist

<u>Items</u>	<u>Acknowledgment/Attached</u>	
Attachment A: Terms and Conditions (acknowledgement)	YES _____	NO _____
Attachment B: Contact Information Form (attachment)	YES _____	NO _____
Attachment C: Non-Collusion Affidavit (attachment)	YES _____	NO _____
Attachment D: Bidder's References (attachment)	YES _____	NO _____
Are Any Exceptions Taken? *	YES _____	NO _____

If any exceptions are taken, including to the Terms and Conditions in Attachment A, please attach them on separate sheet(s) at the end of the proposal submission. **It is imperative that exceptions be indicated with the submission in order to evaluate the responsiveness of the bid.*

Addendums (if applicable)	Acknowledgement	
Addendum #1	YES _____	NO _____
Addendum #2	YES _____	NO _____

(Form continues, next page.)

XIII. BID FORM (Page 2 of 2)

Signature Section

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

SIGNATURE: _____

NAME: _____

COMPANY: _____

ADDRESS: _____

TELEPHONE: _____

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 COG immediately. Upon learning of the actions herein identified, COG reserves the right at its sole discretion either to cancel the Contract or to affirm the Contract and hold the Contractor responsible for damages. The exercise of this right is in addition to any other rights COG may have as provided in this agreement or by law.

III. Compliance with Law

The Contractor hereby represents and warrants that:

- A. It has the power and authority to enter into and perform the Contract, that the Contract, when executed and delivered, shall be a valid and binding obligation of Contractor, enforceable in accordance with its terms;
- B. Its performance under the Contract shall be in a good and workmanlike manner and in accordance with all applicable professional standards;
- C. It is qualified to do business in the jurisdictions covered by the Contract and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- D. It is not in arrears in the payment of any obligations due and owing to any agency involved in this agreement, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- E. It shall comply with all federal, state, and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
- F. It shall obtain, at its expense, all licenses, permits, insurance and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

IV. Contingent Fee Prohibition

The Contractor, architect or engineer (as applicable) warrants that it has not employed or

retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor, architect or engineer, to solicit or secure this Contract, and that it has not paid or agreed to pay any person, partnership, corporation or other entity, other than a bona fide employee or agent, any commission, percentage, brokerage or contingent fee or other consideration contingent on the making of this Contract.

V. Counterparts

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

VI. Force Majeure

Neither COG and/or its members nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, declaration of emergency, or war where such cause was beyond, respectively, COG's and/or its members or Contractor's reasonable control. COG and/or its members and Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

VII. Governing Law

This Contract shall be governed by and construed in accordance with the laws of the District of Columbia without regard to principles of conflicts of law.

VIII. Indemnification

The Contractor shall protect, hold free and harmless, defend and indemnify COG and its members including their officers, agents and employees from all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments (including attorney's fees) resulting from injury to, or death of, any person or damage to property of any kind, which injury, death or damage arises out of, or is in any way connected with the performance of the work or failure to perform its obligations under this Contract.

This obligation of indemnification shall apply to any acts or omissions, negligent conduct, whether active or passive, including acts or omissions of Contractor's agents or employees; except that it shall not be applicable to injury, death or damage to the property arising from the sole negligence of COG and/or members, their officers, agents, and employees.

IX. Independent Contractor

- A. Contractor shall perform the work required by this Contract as an "Independent Contractor." Although COG and/or members reserves the right to determine the delivery schedule for the work to be performed and to evaluate the quality of the completed performance, COG and/or members cannot and will not control the means or manner of the Contractor's performance. The Contractor shall comply promptly with any requests by COG and/or members relating to the emphasis or relative emphasis to be placed on various aspects of the work or to such other matters pertaining to the work under this Contract. Contractor is responsible for determining the appropriate means and manner of performing the work.
- B. Contractor represents and warrants that Contractor is not an employee of COG and/or members, is not currently employed by the Federal Government, and is not an officer, employee or agent of COG and/or members.

- C. Contractor shall be responsible for all federal or state taxes applicable to any compensation or payments paid to Contractor under this Contract. Contractor is not eligible for any federal Social Security, unemployment insurance, or workers' compensation benefits from compensation or payments paid to Contractor under this Contract.
- D. Contractor agrees to immediately provide COG and/or members notice of any claim made against Contractor by any third party. Contractor also agrees not to assign to any third party, without COG's written consent, any obligation of COG to indemnify Contractor for any actions under this Contract.

X. Insurance Requirements

- I. 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.
- II. 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.
- III. 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.
- IV. 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.
- V. 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.
- VI. When insurance coverage is renewed, Contractor shall provide new certificates of insurance prior to expiration of current policies to all contracting agencies.

XI. Nondiscrimination

- A. A contractor who is the recipient of COG and/or member funds, or who proposes to perform any work or furnish any goods under this Contract shall not discriminate against any worker, employee or applicant because of religion, race, sex, age, sexual orientation, physical or mental disability, or perceived disability.
- B. Contractor further agrees that this provision will be incorporated in all sub-contracts entered into in connection with this Contract.

XII. Ownership of Documents and Materials

- A. The Contractor agrees that all documents and materials, including but not limited to, reports, drawings, studies, specifications, estimates, maps, photographs, designs, graphics, mechanicals, artwork, and computations prepared by or for the Contractor under the terms of this Contract shall at any time during the performance of the services be made available to COG and/or members upon request and shall become and remain the exclusive property of COG and/or members upon termination or completion of the services. These jurisdictions shall have the right to use the same without restriction or limitation and without compensation to the Contractor other than that provided in this Contract. COG and/or members shall be the owner for the purposes of copyright, patent, or trademark registration.
- B. If the Contractor obtains or uses for purposes of this Contract, or subcontracts for, any design, device, material, or process covered by letters of patent for copyright, it shall provide an assignment to COG and/or members of ownership for purposes of copyright, patent or trademark and of all right to possess and to use such design, device, material or process and a legally sufficient agreement with the patentee or owner, and a copy of such agreement shall be filed with COG and/or members.
- C. The Contractor shall indemnify and save harmless COG and/or members from any and all claims for infringement by reason of the use of any such patented design, device, materials, or process, or any trademark or copyright, and shall indemnify, protect and save harmless COG and/or members, their officers, agents, and employees with respect to any claim. Action, costs for 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

- A. Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after receipt of a proper invoice from the Contractor.
- B. Electronic Payment means the payment of money to a Bidder by electronic means, including by means of a Purchase Card (P-card) or Automated Clearing House (ACH) funds transfer method.
- C. 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.
- D. 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.
- E. In some cases, ACH transactions will be acceptable as a form of payment to our Bidders. Please keep in mind the turn-around time on ACH transactions can be as long as 30 days.

XIV. Records

- A. Contractor shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document Contractor's performance hereunder.

- B. Contractor acknowledges and agrees that the COG and/or members and their duly authorized representatives shall have access to such fiscal records and all other books, documents, papers, plans, and writings of the Contractor that are pertinent to this Contract. All such fiscal records, books, documents, papers, plans, and writing shall be retained by Contractor and kept accessible for a minimum of three (3) years, except as required longer by law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Contract, whichever date is later.
- C. All subcontracts shall also comply with these provisions.

XV. Remedies

- A. Corrections of errors, defect and omissions. Contractor agrees to perform the work as may be necessary to correct errors, defects, and omissions in the services required under this Contract, without undue delays and without cost to COG and/or members. The acceptance of the work set forth herein by COG and/or members shall not relieve the Contractor of the responsibility of subsequent corrections of such errors.
- B. Set Off. COG and/or members may deduct from and set-off against any amounts due and payable to the Contractor any back-charges, penalties, or damages sustained by COG and/or members, their agents, employees of recipients of its services, by virtue of any breach of this Contract by the Contractor or by virtue of the failure or refusal of the Contractor to perform the services or any part of the services in a satisfactory manner. Nothing herein shall be construed to relieve the Contractor of liability for additional costs resulting from a failure to satisfactorily perform the services.
- C. Cumulative. All rights and remedies of COG/ members and Contractor shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of the COG and/or members by law.

XVI. Responsibility of Contractor

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

XVII. Severability/Waiver

- A. COG and/or members and Contractor agree that, if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the

validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

- B. The failure of either party to enforce any provision of this Contract shall not constitute a waiver by that party of that or any other provision of this Contract.

XVIII. Subcontracting or Assignment

The benefits and obligations hereunder shall inure to and be binding upon the parties hereto and neither this Contract nor the services to be performed hereunder shall be subcontracted, or assigned or otherwise disposed of, either in whole or in part, except with the prior written consent of COG and/or members. COG and/or members have the right to withhold such consent for any reason COG and/or members deem appropriate.

XIX. Survival

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

XX. Termination

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

XXI. Termination of Contract for Convenience

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

XXII. Termination of Multi-Year Contract

- A. If COG and/or members fail to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be cancelled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this

will not affect either COG's and/or members rights or the Contractor's rights under any termination clause in this Contract.

- B. The effect of termination of the Contract hereunder will be to discharge both the Contractor and COG and/or members from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. COG and/or members shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

XXIII. Time is of the essence

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

XXIV. Whole Contract

This Contract constitutes the complete and exclusive statement of the Contract between the parties relevant to the purpose described herein and supersedes all prior agreements or proposals, oral or written, and all other communication between the parties relating to the subject matter of this Contract.

(Revised 5/20/2021)

Attachment B: Contact Information Form

Bidder's Company Name _____

Contact for Bid

Name _____

Title _____

Phone number _____

Email address _____

Sales Representative Contact

Name _____

Title _____

Phone number _____

Email address _____

Use additional sheet for more sales/support representatives.

Attachment C: Non-Collusion Affidavit

DATE _____

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

To Whom It May Concern:

This is to certify that the undersigned BIDDER has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive in connection with this Proposal submitted to the Metropolitan Washington Council of Governments.

In addition, the Bidder also certifies that they are in good standing and not on any debarred lists with any government Participating Agency including Local, Federal and State Governments.

IFB: **22-003 – Commuter Connections BTWD '22 T-Shirts**

Name of Bidder _____

Signature

Title of Authorized Representative

Attachment D: Bidder's 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 and services.

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 subsequent contract(s) by the Agencies.

1) Company Name _____

Contact Name _____

Mail Address _____

Telephone Number _____ Email Address _____

2) Company Name _____

Contact Name _____

Mail Address _____

Telephone Number _____ Email Address _____

3) Company Name _____

Contact Name _____

Mail Address _____

Telephone Number _____ Email Address _____