



INVITATION FOR BID NO. 24-005

LAPTOP COMPUTERS AND ACCESSORIES

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

Submission Deadline: July 10, 2024, 2:00 PM EDT

Questions regarding the IFB shall be submitted as directed in Section VI.

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I. SUMMARY

Product requested	Laptop computers, docking stations, etc.
Contract type	Firm fixed price
Number of contracts	One
Payment method	Net 30
Planned duration of IFB advertisement	Approximately four (4) weeks
Start of advertisement period for IFB	June 13, 2024
Deadline for questions about IFB	July 2, 2024
Deadline for COG responses to questions	July 8, 2024
Deadline for bids	July 10, 2024

II. INTRODUCTION

- A. The Metropolitan Washington Council of Governments (“COG”) is the regional organization of 24 of the Washington metropolitan area's 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 for the region. COG is supported by financial contributions from its participating local governments, federal and state government grants and contracts, and through donations from foundations and the private sector. More information on COG may be found at www.mwco.org.
- B. COG’s Department of Information Technology is responsible for supporting staff IT needs and for maintaining and improving the organization’s infrastructure and systems. COG’s IT operations include network services, cloud services, cyber security services, and help desk support.
- C. COG is aiming to increase the work mobility of staff by provisioning more laptops that can be used as a primary workstation for telework and in-office work. This IFB will specifically replace existing staff desktops that are out of warranty with laptops and docking stations.

III. SPECIFICATIONS AND STATEMENT OF WORK

- A. COG seeks bids for the following hardware and warranty:
 - 1. HP ProBook 450 G10 Laptop (Quantity: 21)
 - Product #8LOD9UA#ABA
 - Windows 11 Pro
 - Intel Core™ i7-1355U
 - 32 GB memory
 - 1 TB PCIe® Gen4 NVMe™ TLC M.2 SSD
 - 15.6" diagonal screen FHD (1920 x 1080)
 - Dual stereo speakers, dual array microphones
 - Webcam
 - 720p HD camera
 - Intel® Wi-Fi 6E AX211 (2x2) and Bluetooth® 5.3 wireless card

2. HP USB-C Dock G5 Docking Station (Quantity: 21)
 - *Product #5TW10AA#ABA*
3. HP 5 Years Warranty Next Business Day Service (Quantity: 21)
 - *Product #UB5E0E*
 - Next business day onsite hardware support
 - Replacement parts and materials included.
 - Formal escalation procedures and management
- B. HP equipment is specified for existing compatibility with COG IT equipment. Substitutions are not permitted.
- C. Delivery shall be within sixty (60) days of contract award.

IV. GENERAL CONDITIONS FOR BIDDERS

- A. Bidders shall accept orders via emailed purchase order.
- 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.
- C. COG has implemented a P-Card Program utilizing MASTERCARD networks. Purchases from this contract may be made utilizing COG's P-Card.
- D. 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.
- E. 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.
- F. 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.

V. PRICES/BILLING

- A. All prices offered by Bidders shall be firm for ninety days (90) from submission of bids.
- B. Delivery charges, fees, insurance, expenses, and/or overhead shall be included in the total price. Legal fees, of any type, are not allowable without prior written approval of COG.
- C. Contractor shall set up its billing system to ensure that invoices do not include sales tax. COG will provide certificates of exemption for sales tax upon request.
- D. For all transactions, the successful Bidder shall have a valid W-9 form on file with the Participating Agency.

VI. QUESTIONS CONCERNING THIS IFB

- A. All questions concerning this IFB must be submitted in writing, via email to purchasing@mwkog.org with a courtesy copy to cpipinou@mwkog.org, no later than 2:00pm Eastern Time on July 2, 2024.
- B. Answers shall be provided no later than July 9, 2024.

VII. BID CRITERIA

- A. Awards will be made to the lowest responsive and responsible Bidder or Bidders.
- B. Items must be as specified above. Bidder **must** include the necessary technical documentation as part of their bid that demonstrates that the proffered equipment meets the specifications of the IFB.
- C. 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 IX, below).

VIII. BID SUBMISSION INSTRUCTIONS

- A. All Bids must be completed by responsible company officials and submitted to the COG LOCKBOX on or before the due date and time.
- B. 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.
- C. 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 Vendor Registration System ("VRS") portal at <https://mwkog.net>. If bidder is not registered, please do this before accessing the LOCKBOX.
 - 2. To register:
 - a. Go to the portal at <https://mwkog.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.
- D. *Submission.* Once registered in the VRS system go to the website at <https://mwkog.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:
 - a. To upload bidder's formal proposal response and any additional attachments to the lockbox (before the closing time for the solicitation).
 - b. 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.
 6. If no vendor ID is provided, Bidder will be directed to the registration page.
 7. 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.
 8. 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.
 9. 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.
- E. All questions regarding discrepancies, omissions, specifications, instructions, or the required forms may be directed via email no later than ten (10) working days in advance of the deadline to purchasing@mwkog.org.
- COG will post any addendum necessary to address questions no later than five (5) workdays before the due date of proposals.
- F. It is the responsibility of the Bidder to check if any addenda have been issued. Addenda will be posted at <https://www.mwkog.org/purchasing-and-bids/cog-bids-and-IFBs/>.
- G. Proposal responses should indicate that Bidders have reviewed the latest addenda on the Proposal Form via the Proposal Form Checklist.
- H. Bidders must acknowledge their understanding of all terms listed in this IFB by signing the Proposal Form as part of their submission.

- I. Any variation to the solicitation specifications should be noted by the vendor/contractor as an exception with an explanation attached to the Proposal 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. Bid form begins on following page.)

IX. PROPOSAL FORM

TO: Metropolitan Washington Council of Governments

Date _____

Pricing Form

Description	Quantity	Unit Price	Extended Price
HP ProBook 450 G10 Laptop <i>Product #8L0D9UA#ABA</i>	21		
HP USB-C Dock G5 Docking station <i>Product #5TW10AA#ABA</i>	21		
HP 4 Years Warranty Next Business Day Service <i>Product #UB5E0E</i>	21		
TOTAL PRICE			

Expected Delivery Date: _____

Acknowledgements

Attachment A: Terms and Conditions YES_____ NO_____

Attachment B: Non-Collusion Affidavit YES_____ NO_____

Attachment C: Bidder's References YES_____ NO_____

Addendums (if applicable)

Acknowledgement

Addendum #1 YES_____ NO_____

Addendum #2 YES_____ NO_____

Others _____ YES_____ NO_____

(Bid form continues on next page)

Exceptions to Specifications

*Exceptions Taken (Submit with this form) YES_____ NO_____

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

Payment

Can accept electronic payments via purchasing card YES_____ NO_____

For Tracking Purposes Only:

Is vendor a DBE registered with a government entity?
 YES_____ NO_____

If yes:

Certification # _____	Expiration Date: _____
State: _____	Certification Type: DBE (must be DBE)
Certifying Agency: _____	

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 commodity or service stipulated in this IFB as stated above.

SIGNATURE: _____

NAME: _____

TITLE: _____

COMPANY: _____

ADDRESS: _____

TELEPHONE: _____

EMAIL: _____

ATTACHMENT A: COG STANDARD TERMS AND CONDITIONS

NOTE: COG will not negotiate Terms and Conditions at the time of contract award. Exceptions to the Terms and Conditions MUST be made as part of the Proposal. 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. Compliance with Law

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 Contract, 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 for the performance of its obligations under this Contract.

II. 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. § 5332¹

A. Nondiscrimination

In accordance with Title VI of the Civil Rights Act, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, 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, CONTRACTOR 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, CONTRACTOR 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.

¹ All references to statutes and regulations include any amendments to present.

- 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, 42 U.S.C. § 2000e, CONTRACTOR 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. CONTRACTOR 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, CONTRACTOR agrees to comply with apprenticeship. In addition, CONTRACTOR 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, 29 U.S.C. § 623 and other applicable law, CONTRACTOR agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, CONTRACTOR 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, , 42 U.S.C. § 12112, CONTRACTOR 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, CONTRACTOR agrees to comply with any implementing requirements the funding federal agency may issue.

- C. CONTRACTOR 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.

III. **DBE Assurance**

- A. CONTRACTOR or its SUBCONTRACTOR(s) shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. CONTRACTOR shall carry out applicable requirements of 49 CFR part 26 in the award and administration of this Contract.
- B. CONTRACTOR is required to make a *good faith effort* to include disadvantaged Business Enterprises (DBE) in its work under this Contract.
- C. Failure by CONTRACTOR to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as COG deems appropriate, which may include, but is not limited to:
 - (1) Withholding monthly progress payments;
 - (2) Assessing sanctions as set forth in the CONTRACT;
 - (3) Liquidated damages which will be spelled out in the CONTRACT; and/or
 - (4) Disqualifying the CONTRACTOR from future bidding as non-responsible.

IV. Responsibility of CONTRACTOR

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

V. 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.

VI. Indemnification

- A. CONTRACTOR shall protect, hold free and harmless, defend and indemnify COG 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.
- B. 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, its officers, agents, and employees.

VII. Force Majeure

- A. Neither COG 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 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.
- B. The party claiming force majeure must give of its claim to the other party within 5 working days.

VIII. Independent CONTRACTOR

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

IX. Insurance Requirements

- A. CONTRACTOR shall obtain, and at all times keep in effect, Commercial General Liability Insurance in the amounts listed below for its activities and operations. The insurance shall include coverage for personal injury, discrimination, and civil rights violation claims. All such insurance shall name COG as ADDITIONAL INSURED. A copy of the certificate of insurance shall be filed with COG 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 COG to protect CONTRACTOR against claims for damages resulting from bodily injury, including wrongful death, and property damage that may arise from the operations of any owned or hired automobiles used by CONTRACTOR in connection with the carrying out of this Contract. All such insurance shall name COG and/or individual members, their employees, and agents as ADDITIONAL INSURED.

- C. CONTRACTOR shall, upon request, provide COG with certification of Workers' Compensation Insurance, with employer's liability in the minimum amount required by 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 aggregate.
- E. All insurance policies shall have a minimum 30 days' notice of cancellation. Immediate written notice to COG and members involved in the Contract shall be required in the event of cancellation or restriction by the insurance company of any insurance policy referred to in this section.
- F. When insurance coverage is renewed, CONTRACTOR shall provide new certificates of insurance prior to expiration of current policies to all participating agencies.

X. Ownership of Documents and Materials

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

XI. Access to Records and Reports

- 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 COG and its 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.

XII. Invoicing and Payments

- a. Invoices shall be submitted not more than 30 days after the end of the month and, if submitted according to Project and CONTRACT requirements. 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 CONTRACTOR.
- b. Any invoice for work in the fiscal year (FY) must be submitted by CONTRACTOR within 30 days after the end of the COG's June 30 FY.
- c. Payments to CONTRACTOR pursuant to this CONTRACT shall be made no later than 30 days after COG's receipt of a proper invoice from the CONTRACTOR.
- d. 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.
- e. 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.
- f. ACH transactions will be acceptable as a form of payment to COG vendors. Please keep in mind the turn-around time on ACH transactions can be as long as 30 days.
- g. Accordingly, SUBRECIPEINTS must presently have the ability to accept these P-Cards or ACH and take whatever steps necessary to implement this ability before the start of the CONTRACT term, or CONTRACT award by the COG. COG reserves the right to revise this program, as necessary.

XIII. Contingent Fee Prohibition

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 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.

XIV. Severability/Waiver

- A. COG 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.

XV. 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. COG have the right to withhold such consent for any reason COG deems appropriate.

XVI. Survival

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

XVII. Breaches and Dispute Resolution

A. Disputes

Disputes arising in the performance of this Contract, which are not resolved by agreement of the parties, shall be decided in writing by the COG Executive Director or his/her designee. This decision shall be final and conclusive, unless within ten (10) working days from the date of receipt of its copy, the CONTRACTOR mails or otherwise furnishes a written appeal to the Executive Director or his/her designee.

In connection with any such appeal, the CONTRACTOR shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Executive Director or his/her designee shall be final and binding upon the CONTRACTOR, and the CONTRACTOR shall abide by the decision.

B. Performance During Dispute

Unless otherwise directed by COG, the CONTRACTOR shall continue performance under this Contract while matters in dispute are being resolved.

C. Claim for Damages

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents, or others for acts it is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

XVIII. Remedies

A. Corrections of errors, defects, 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. The acceptance of the work set forth herein by COG shall not relieve

CONTRACTOR of the responsibility of subsequent corrections of such errors.

B. Set Offs

COG may deduct from and set-off against any amounts due and payable to CONTRACTOR any back-charges, penalties, or damages sustained by COG, their agents, employees of recipients of its services, by virtue of any breach of this Contract by CONTRACTOR or by virtue of the failure or refusal of CONTRACTOR to perform the services or any part of the services in a satisfactory manner. Nothing herein shall be construed to relieve CONTRACTOR of liability for additional costs resulting from a failure to satisfactorily perform the services.

C. Cumulative

All rights and remedies of COG/and its participating 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 COG by law.

XIX. Termination

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

XX. Termination of Contract for Convenience

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

XXI. Termination of Multi-Year Contract

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

XXII. Bankruptcy

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

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.

XXXIV. Entire 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.

In the event of a conflict between or among any of the terms, conditions, and requirements applicable to this Contract, the conflict shall be resolved by giving weight in accordance with the following priorities, in the order as stated below:

1. Terms and conditions of any grant that provides funding for this Contract, in whole or in part;
2. Terms and conditions set forth or referenced within this Contract;
3. Terms and conditions and representations set forth or referenced within Attachments A and F to this Contract;
4. Terms, conditions, specifications, and requirements set forth within any solicitation (e.g., RFP or IFB) pursuant to which this Contract was awarded;
5. Offers, representations, promises, terms, and conditions set forth with the bid or proposal submitted in response to any solicitation (e.g., RFP or IFB) pursuant to which this Contract was awarded.

(Revised 3/14/2024)

ATTACHMENT B: 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: **24-005 Laptop Computers and Accessories**

Name of Bidder _____

Signature

Title of Authorized Representative

ATTACHMENT C: 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 _____