



REQUEST FOR PROPOSAL (RFP) NO. 19-007

Self-Contained Breathing Apparatus (SCBA) Equipment

Submission Due Date: Thursday, January 24, 2019

Time: 3:00 PM EDT

Proposers shall submit one (1) original, five (5) copies, and one (1) CD or USB with the complete proposal to:

Cooperative Purchasing Program
c/o Jayme Hardy
Metropolitan Washington
Council of Governments
777 North Capitol Street, NE, Suite 300
Washington, DC 20002

Questions - Email: purchasing@mwcog.org

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I. INTRODUCTION

A. The Metropolitan Washington Council of Governments (“MWCOG”) is the regional organization of 24 of the Washington 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. MWCOG provides a focus for action on issues of regional concern such as comprehensive transportation planning, air and water quality management plans, environmental monitoring, tracking economic development and population growth and their implications on the region, coordinating public safety programs, and promoting adequate child care and housing for the region. MWCOG 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 MWCOG may be found at www.mwco.org.

B. Definitions used in this RFP include:

Participating Agencies	MWCOG members desiring to receive services and/or commodities as a result of procurement led by MWCOG.
Lead Agency	MWCOG serves as Lead Agency by facilitating the procurement process on behalf of its Participating Agencies.
Awarding Authority	MWCOG serves as Awarding Authority by evaluating bids for responsiveness and identifying the lowest bidder.
Proposal	Entity’s response to meeting the specifications and requirements of the procurement.
Proposer	Entity submitting a Proposal in response to this RFP.
Contractor	The term used throughout this document to describe the Proposer(s) awarded the Contract(s) based on this solicitation.
Contract	Agreement(s) executed between the Participating Agencies and the Contractor(s) as a result of the procurement led by MWCOG.
Award	Notice from MWCOG announcing the selected Contractor and the terms by which Contract(s) may be executed.

C. In this RFP, MWCOG, as Lead Agency on behalf of first responders within various public safety agencies in the MWCOG region (“Participating Agencies”), is seeking Proposals for self-containing breathing apparatus (SCBA) equipment, training, and maintenance and repairs (hereinafter referred to as “**SCBA Equipment**”).

D. MWCOG, as Awarding Authority, will help identify the most qualified, responsible and responsive Proposer(s) based on scoring criteria including price, qualifications and references (See Section III.F). MWCOG and its Participating Agencies may select more than one (1) Proposer for Award as it intends to create a regional supply chain pursuant to this RFP.

E. MWCOG anticipates Award(s) for a base term of three (3) years, with two (2) three-year renewal options (a maximum term of 9 years). Participating Agencies may purchase **SCBA**

Equipment awarded pursuant to this RFP during the Award term.

- F. Contract(s) will be executed between the Participating Agencies and the Contractor(s). MWCOG reserves the right to accept or reject any and all Proposal(s) or portions thereof, to waive any informalities in the solicitation, and to recommend awards that appear to be in the best interest of the Participating Agencies. MWCOG and its Participating Agencies reserve the right to reject any proposals determined to be inadequate or unacceptable.
- G. This RFP is open to all public agencies in the MWCOG region and includes the MWCOG Cooperative Rider Clause (Attachment F) that allows those agencies to use this RFP and/or the resulting Award(s) to make purchases in accordance with their own policies. Other agencies outside of the MWCOG region may be permitted to utilize the MWCOG Cooperative Rider Clause as mutually agreed upon by MWCOG and the Contractor.
- H. Qualified Proposers responding to this RFP must do so no later than **3:00 PM EDT on Thursday, January 24, 2019**.
- I. Proposers are requested not to contact the Participating Agencies directly. Proposers are requested to only contact MWCOG in writing via email at purchasing@mwkog.org (cc: jhardy@mwkog.org) with questions regarding this solicitation.

II. PROPOSER QUALIFICATIONS

Proposers must meet the following qualifications for consideration of award pursuant to this RFP:

- A. The Proposer must have at least ten (10) years of experience in the supply and delivery of **SCBA Equipment** as required by this RFP.
- B. Proposer must be a SCBA manufacturer, certified dealer or certified distributor to submit a Proposal in response to this RFP. Without manufacturer authorization or certification, the Proposal will be disqualified.
- C. The **SCBA Equipment** proposed must meet the requirements of the National Institute for Occupational Safety and Health (NIOSH) and the National Fire Protection Association (NFPA) standards (See Section V.A).

III. PROPOSAL INSTRUCTIONS

- A. Proposer must include the documentation specified below, and otherwise, in their Proposal or they may be determined to be non-responsive and subject to rejection (See also Proposal Checklist in Section VII).
 - 1. Proposer shall complete the attached PROPOSER QUALIFICATION FORM (Attachment A) and return with documentation of manufacturer certification or authorization.
 - 2. Proposer 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 Proposer is a corporation, a duly authorized representative shall execute the affidavit

(Attachment C).

4. Proposer shall provide EXPERIENCE/REFERENCES from three (3) other clients who are being, or have been, provided with similar **SCBA Equipment** (Attachment D). Scope of work may be described as jurisdiction size, fire department size (more than 200), or similar purchasing levels.
 5. All Proposals are to be submitted using the RFP REPLY LABEL on the outside of the solicitation package to identify the Proposal (Attachment E) and use the following format:
 - a) **One (1) original and five (5) printed copies** of the Proposal; and
 - b) **One (1) digital copy** in the form of a CD or USB memory stick.
 6. Accord Form – PROOF OF INSURANCE must be provided as per the Terms and Conditions (Attachment G).
- B. All Proposals must be signed by Proposer's officials and delivered in a sealed envelope no later than the time and date indicated herein. Proposals received after the time and date indicated will be returned unopened unless they are the only submission received.
- C. Participating Agencies reserve the right to contract for the commodities/services of the Proposal in its entirety, in segments or by individual item.
- D. SUBSTITUTIONS
1. Because of the distinct difference in quality and, more importantly, the cost of certain products, and when it has been determined that no other manner of description suffices, proprietary specification (brand names) may have been used for some items.
 2. The use of brand names in no way precludes any Proposer from submitting alternative equivalent items for those items as long as the brand substitution is clearly indicated and technical specifications (cut sheets) are provided. To be considered, substitutions must meet or exceed the requirements in the RFP Specifications and NFPA standards.
- E. CLARIFICATIONS VIA ADDENDA
1. Questions regarding discrepancies, omissions, or specifications may be directed **in writing only** no later than **5:00 PM EDT on Thursday, January 10, 2019**, to Jayme Hardy, at purchasing@mwcog.org (cc: jhardy@mwcog.org).
 2. Exceptions taken do not obligate MWCOCG to change the specifications. If no changes are needed, then no addendum will be issued.
 3. MWCOCG will notify potential Proposers in writing, by addendum posted online, at least five (5) business days before the Proposal submission deadline, of any updated interpretations, specifications, or instructions.
 4. It is the responsibility of the Proposer to check and see if addenda have been issued by MWCOCG, on its website, at www.mwcog.org/purchasing-and-Proposals/cog.

[Proposals-and-RFPs/](#)

5. Proposer should indicate that they have reviewed the latest addenda by acknowledging so on the Price Proposal Form.

F. PROPOSAL SCORING

MWCOG will make Award(s) to the Proposer(s) who has the highest score, based on the Proposer’s ability to demonstrate meeting the following evaluation criteria:

1. Ability to meet Participating Agencies specifications:	40%
a) SCBA Packs	
b) Cylinders	
c) Power Supply	
d) Facepieces	
e) Electronics	
f) Carriers & Harnesses	
g) Rapid Intervention Team (RIT) equipment	
2. Preventative Maintenance and Service	20%
a) Service Level Agreements	
b) Shipping and time factors	
c) Proximity of service center	
d) Customer Service abilities	
3. Disadvantaged Business Enterprise (DBE) Participation Plan (See Section III.G)	15%
4. Pricing	15%
a) Cost of Ownership	
b) Base Price Per Unit	
c) Catalogue Discount	
5. Training (Levels, location(s), hours provided, etc.)	5%
6. Warranty	5%
TOTAL	100%

G. Disadvantaged Business Enterprise (DBE) Participation Plan

1. DBE participation shall be a component of the Proposer selection process for this RFP. COG has established a DBE goal of 15% for this project. MWCOG's DBE Policy may be viewed on its website www.mwcog.org/purchasing-and-bids/dbe-policy/.
2. Proposer shall submit a DBE Participation Plan with their Proposals to meet this goal. The Plan shall identify any DBE (defined in 49 CFR Part 26) that shall be

participating in the project. The Plan shall include the name and address of the firm, a copy of the firm's current DBE Certification from any federal, state or local government agency that certifies DBE ownership (please note only DBE certifications will be accepted by MWCOG for this purpose).

3. MWCOG, in accordance with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000 d – 42 and Title 49, Code of Federal Regulations, hereby notifies all Proposers that it will affirmatively ensure that any Awards made pursuant to this advertisement will afford DBEs full opportunity to submit Proposals in response to this RFP, and will not discriminate on the grounds of race, color, sex, or national origin in consideration for an Award.
4. Federal Law – CFR Part 26.37 (Monitoring Performance) requires MWCOG to include a monitoring and enforcement mechanism to ensure that work committed to DBEs at time of the Award is performed by DBEs.
5. A total of 15 possible points (out of a maximum of 100 points) may be awarded for DBE participation, as measured in dollars, either as the “Contractor” or “Subcontractor”. In the event of a tie score between two (2) or more Proposals, the Proposal with the largest percentage of DBE participation, as measured in dollars, will be awarded. DBE points are to be awarded as follows:

PARTICIPATION POINTS

10% to 14%	3
15% to 19%	6
20% to 24%	9
25% to 34%	12
35% or more	15

- H. Proposer must acknowledge their understanding of the all terms and conditions listed in this RFP by signing the Proposal Qualification Form (Attachment A) and the Price Proposal Form (Section VII) to be included in the Proposal submission. Similarly, please attach any other pricing and specification documents to the Price Proposal Form.
- I. MWCOG, as Lead Agency and Awarding Authority, reserves the right to cancel this RFP, or reject, in whole or in part, any or all Proposals within **60 days** of the Proposal opening, if MWCOG determines that cancellation or rejection serves the best interests of the Participating Agencies. If additional time is needed, all Proposers will be notified.
- J. At any point during the Award period, problems or concerns shall be addressed to MWCOG at purchasing@mwkog.org. As the administrator of the regional procurement program, MWCOG shall be notified immediately of any problems that any Proposer has with the program or any problems that the Proposer experiences with any Participating Agency. MWCOG will attempt to resolve the problem as quickly as possible.

IV. GENERAL CONDITIONS

A. PARTICIPATING AGENCIES

1. Proposers should assume, before submitting a Proposal, that the entire MWCOG region is expected to participate in the Award via the MWCOG Cooperative Rider Clause.

2. In addition, Proposers should assume that first responders and government entities outside of the MWCOG region will also be looking to leverage the Award under the associated consortium clause.
- B. Because all orders will be on an “as-needed” basis, Proposer must be familiar with the geographical proximity of the MWCOG region for delivery purposes and be able to provide prompt customer service to Participating Agencies.
 - C. Contact information for a Proposer’s customer service representative must be included on CONTACT INFORMATION FORM (Attachment B).
 - D. Due to the importance of product quality and manufacturer support and certification, Proposers must demonstrate in the Proposal that they are a licensed distributor for **SCBA Equipment**, as appropriate.
 - E. PURCHASE AND DELIVERY TERMS
 1. No minimum order quantity.
 2. Successful Proposers shall accept orders via mail, facsimile, email, telephone and online web form from the Participating Agency if accompanied by a Purchase Order number or a P-card number. All orders shall be complete, labeled and packaged adequately to ensure safe handling and proper delivery.
 3. No separate charges for freight and delivery. Freight terms for all orders requested “delivered” shall be FOB destination Freight Prepaid. All delivery charges, fees, insurance, expenses, and/or overhead shall be included in the price.
 4. Delivery will be to each Participating Agency as designated.
 5. Failure to meet delivery date and provide **SCBA Equipment** as specified may result in written termination of the Contract. Time is of the essence.
 6. If the Participating Agency requests expedited delivery, the Contractor may pass those costs to the requesting Participating Agency only with prior written approval.
 7. If the Contractor cannot meet the delivery requirement, either standard or expedited, each Participating Agency reserves the right to obtain the **SCBA Equipment** from another source.
 8. Further, if the Contractor is unable to meet the delivery requirement and supply the **SCBA Equipment** within the designated time due to factory delay, strike, or any unforeseen circumstances, the Contractor must notify the ordering Participating Agency’s representative of the delay and the anticipated delivery date.

Failure to comply with this requirement will result in a poor performance rating, which will be considered in subsequent awards or renewals, and could result in the termination of the Contract.
 9. All Participating Agencies are responsible for inspecting all shipments and accepting them. Any damaged shipments shall be replaced solely at the Contractor's expense. This shall include pick-up of damaged **SCBA Equipment** and delivery of replacement

SCBA Equipment. Replacement **SCBA Equipment** shall be delivered within three (3) business days from receipt of notification of damage.

10. Delivery shall be during normal business hours, Monday through Friday, excluding holidays, unless otherwise specified in Section V. Contractor shall be responsible for ensuring that deliveries are made during regular business hours for each Participating Agency.
11. A packing slip shall accompany all deliveries. The packing slip must include the Participating Agency's purchase order number. Any delivery that does not identify the appropriate Participating Agency's purchase order number may be rejected.

On the packing slip, Contractor shall obtain a signature from a Participating Agency employee for all **SCBA Equipment** delivered. Contractor shall be required to furnish proof of delivery in case of dispute.

12. All "drop shipments" (direct from a manufacturer or wholesaler) must adhere to the terms specified within this solicitation.

F. PRICES/BILLING

1. Prices

- a) Unless stated otherwise below, all prices offered by Proposers shall be firm against any increase for **one (1) year** from the effective date of the Award.
- b) For each subsequent year on the Award, Contractor shall notify MWCOG and the Participating Agencies at least **60 days** prior to any price increase taking effect and submit a request for a price increase by furnishing bona-fide manufacturer's documents or a price list reflecting the changes. Increases shall be limited to the actual cost increase to the Contractor.
- c) Price increase requests may be denied if not supported with appropriate price increase justification.
- d) Each Participating Agency reserves the right to accept or reject a price increase within **14 days** of written request for a price increase. If the price increase is rejected, the order for the specific item will be canceled.
- e) If the price increase is approved, the price will remain firm for the renewal term for no less than one (1) year. The Participating Agency will notify the Contractor in writing of the effective date of any price adjustment it has approved.
- f) **Price Decreases:** In the event of any decrease in price either by the manufacturer or if the Contractor charges a lower price to other customers, Contractor shall notify the Participating Agencies and give the Participating Agencies the decrease.

2. Billing

- a) Contractor shall set up its billing system to ensure that no Participating Agency invoices include sales tax. Upon request, Participating Agencies will provide certificates of exemption for sales tax.

- b) To facilitate prompt payment, invoices must contain the **SCBA Equipment** contract line item number, descriptions, quantity, and unit pricing. Invoices failing to contain the required line item detail, including contract line number and unit pricing may be returned for correction.
 - c) **Proposers must include a sample invoice with their response to this RFP.**
3. The Proposer shall assign a dedicated Service/Support Representative and provide their contact information for customer service and invoice issues. Include the name and contact information of the assigned representative in the CONTACT INFORMATION FORM (Attachment B).

G. PAYMENT

1. Payment to the Contractor shall be made within 30 days of receipt of an invoice covering deliveries made during the 30 days prior to the invoice.
2. Participating Agencies reserve the right to hold payment or adjust payments for any **SCBA Equipment** that does not meet the minimum specifications or referenced standards.

H. COOPERATIVE PURCHASE

1. MWCOG, as Awarding Authority, reserves the right to extend all of the terms, conditions, specifications, and unit or other prices of any Award resulting from this RFP to other public and non-profit agencies. This is conditioned upon mutual agreement between MWCOG and the Contractor, based on the attached MWCOG Cooperative Rider Clause (Attachment F) and pursuant to special requirements appended thereto.
2. Contractor agrees to notify MWCOG of new Participating Agencies that desire to use the Award(s) resulting from this RFP within **30 days** of receiving said requests and to provide reporting as required per this RFP (Section IV.I).
3. MWCOG requires a Rider Request Form be completed by the Participating Agency and submitted to MWCOG for approval. **No riding of this award is permitted without the Rider Request Form being signed by MWCOG.** Forms are available upon request at purchasing@mwkog.org.
4. All Contracts resulting from this RFP shall be with the individual Participating Agencies. MWCOG assumes no authority, liability or obligation on behalf of any Participating Agency using a Contract resulting from this RFP, or any Contractor, or any other entity with respect to this procurement or any contract resulting from it.
5. All purchases and payment transactions will be made directly between the Contractor and the Participating Agency.
6. Participating Agencies may have other or additional terms and conditions that must be met by the Contractor.

I. PARTICIPATION, SALES REPORTING, AND FEES

1. Contractor shall provide summary information on the purchases made by Participating Agencies, through the purchasing program associated with this RFP, to MWCOG on a

semi-annual basis to allow MWCOG to monitor the program's use and benefit to its members.

Semi-annual reporting Due Dates beginning 2019:

- November 30, covering May 1 – October 31
 - May 31, covering November 1 – April 30
2. The semi-annual report will provide sales data for each individual Participating Agency within the timeframe outlined above. Contractor is responsible for establishing an accounting system or process that will enable the tracking and reporting of sales to MWCOG under this RFP.
 3. The reporting will include a **1%** administrative fee paid to MWCOG. Contractor will be responsible for tracking and rebating this fee back to MWCOG semi-annually, based on gross sales for the periods described in Section IV.I.1 and due on November 30th and May 31st of each year on all contracts made pursuant to this RFP, at the time of the semi-annual report submission.

J. AWARD TERMS

1. Awards will be issued for the **SCBA Equipment** advertised in this RFP. There are no product substitutions without prior written approval.
2. Following the base term of the Award, MWCOG will notify Contractor of intent to renew the Award for an additional term, at least **60 days** prior to the end of the current term.
3. Contractor shall notify MWCOG and Participating Agencies of any price increases which shall take effect in the next term at least **60 days** prior to the end of the Award term. Notification shall be in writing and shall identify the **SCBA Equipment**, the new price, and the amount of increase specified as a percentage (%), and the supporting documentation (pursuant to Section IV.F.1.b).

V. SPECIFICATIONS

A. COMPLIANCES

The **SCBA Equipment** required by this RFP shall be approved by NIOSH, under 42 CFR, Part 84 for chemical, biological, radiological, and nuclear protection (CBRN) with a 30-minute rated service life and compliant with all requirements of the NFPA 1981, Standard on Open-Circuit SCBAs for Emergency Services, 2018 edition and NFPA 1982, Standard on Personal Safety Alert Safety Systems (PASS), 2018 edition.

B. DETAILED SPECIFICATIONS

The following are details and evaluation information for each component of the **SCBA Equipment**:

1. Equipment

a) SCBA Packs

- 1) Must be within durability and weight requirements according to NFPA;

- 2) Must, at a minimum, have carrier with the standard seatbelt harness, and with the option for a rescue harness;
 - 3) Must have buddy breathing capability as outlined in the latest NFPA standards;
 - 4) Must come with any applicable maintenance or toolkits for operation and/or basic maintenance and adjustments; and
 - 5) Must come with an applicable cylinder.
- b) Cylinders
- 1) Must be fiberglass composite, Kevlar composite, or carbon fiber composite cylinders;
 - 2) Must meet the Compressed Gas Association (CGA) standard threaded connection 347;
 - 3) Must be within the 4500-5500 PSI pressure range;
 - 4) Must have capacity air time within:
 - a. 30-60 minutes for structural firefighting;
 - b. 10-75-minute accessory cylinders (e.g. RIT cylinders, Haz-Mat team cylinders, escape cylinders, rebreather pack cylinder, etc.); and
 - 5) Must be able to be tracked and inventoried by unique identifiers, either through labeling or etching. Sequential labeling is preferred.
- c) Power Supply
- 1) Each SCBA must be provided a power supply, specifically explained to include battery location, battery replacement, and/or battery recharge specifications;
 - 2) If batteries are rechargeable, a recharging station which meets their operational requirements should be supplied to the Participating Agency, free of charge;
 - 3) Length of use for each battery, or the maximum use before recharge, must be specified to the extent possible; and
 - 4) If rechargeable batteries are being provided, the life of rechargeable battery must be specifically identified with costs for replacing after life-cycle.
- d) Facepiece
- 1) Each SCBA must come with a face piece;
 - 2) Must have multiple sizes, and nose sizes;
 - 3) Harness types with four (4) or five (5) straps, made of any, NFPA approved material will be accepted;

- 4) Must have fit for firefighters with glasses; and
 - 5) All components must be replaceable.
- e) Electronics
- 1) All SCBA packs must come with integrated electronics that meet NFPA standards;
 - 2) Must meet SCBA standards for interoperability with all types of radios; and
 - 3) PASS alarm must also be integrated, complying with NFPA standards.

2. Optional Products

Proposers should provide specifications and pricing for the following optional products in its Proposal for consideration:

- a) Long-term rebreather packs, RIT packs, RIT cylinders, and RIT bags with quick release harnesses;
- b) Labeling and logos at the Participating Agency's request. Each Participating Agency will have their own requirements for labeling and logos; and
- c) External, unit identifiers on the SCBA packs and regulators. Identifiers should be either stickers, engraving, or etched.

3. Warranty

The base **SCBA Equipment** warranty must be for at least 10 years and must cover:

- a) Pressure reducers;
- b) Bumper to bumper electronics;
- c) Cylinder valve, facepiece, straps; and
- d) Shipping and return shipping for repairs on warranty-covered parts and components.

Preferential scoring will be given to longer and more inclusive guarantees on base warranty. Extended warranty must be optional and listed comprehensively on Price Proposal Form (Section VII).

4. Preventative Maintenance/Service

- a) Proposers shall provide comprehensive preventative maintenance for their products in order to maintain validity of the warranty. It shall include, at a minimum:
 - 1) Preventative Maintenance SOP and protocols;

- 2) Toolkits and specific tools, free of charge;
 - 3) Lubricants and required cleaning supplies (in the initial purchase);
 - 4) Technician specific training on preventative maintenance protocols and proper cleaning; and
 - 5) Any other materials, equipment of training related to preventative maintenance of the **SCBA Equipment**.
- b) Service Level Agreements (SLAs)
- 1) The Proposer shall provide an agreement that defines the level of service expected. This agreement shall define the working relationship between the Proposer and the Participating Agency and shall contain a guarantee of performance between the parties. While formal SLAs are not required to be included in the RFP, the SLAs with their service center, or distributors and local dealers must be clearly stated.
 - 2) The MWCOC region should not be levied a minimum order amount nor dollar figure. Proposers must clearly state any minimum delivery requirements for new parts from the manufacturer. Preferential scoring for short turn-around times and low minimum order amounts will be given.
 - 3) Repairs
 - a. The minimum time necessary for repairing parts or components, or “repair time”, must be clearly stated. Delivery time must be included in this “repair time.”
 - b. Parts requiring repair should be returned within **30 days**, and loaner parts shall be provided for any repair projected to last over **14 days**. Preferential scoring will be applied.
 - 4) Testing

The SLA with the Participating Agency shall specifically identify the annual testing provided. Annual testing shall include, at a minimum:

 - a. Flow testing;
 - b. Posi Check testing with applicable software;
 - c. Hydrostatic testing;
 - d. Acoustic testing for cylinders; and
 - e. Testing with Quantifit and/or Portacount Fit testing machines.
- c) Shipping Time Requirements
- 1) Given the requirement that Proposers should pay for all the shipping costs,

Proposers should clearly state all shipping timetables.

- 2) These timeframes shall not exceed reasonable shipping times, or already promoted shipping times to other customers. Reasonable shipping times are described in the above "Repairs" section. Faster shipping timeframes will receive preferential scoring.
 - 3) Expedited shipping for catastrophic emergencies shall be free of charge and triggers shall be established with each Participating Agency. Catastrophic emergencies can be described as large, complex, multiple agency responses to a natural or man-made disaster in the MWCOG region, requiring a significant surge of **SCBA Equipment**.
- d) Service Center
- 1) Participating Agencies are interested in receiving Proposals on a regional service center. Proposers should provide detailed method of implementation for a service center in the MWCOG region. Preferential scoring will be applied.
 - 2) If the Proposers are using the local dealer and/or distribution network for service, then a detailed SLA will be required. Locations of distributors will be required for review and their geographic area of responsibility should be clearly explained to include jurisdictional responsibilities. If this service method is chosen, it is recommended that Proposers provide detailed information on their technique to manage proper interoperability for the Participating Agencies.
 - 3) On-demand service shall be provided regardless of service methodology and shall provide expert support to Participating Agency's technician level trained members. On-demand service will be required after-hours and be available 24/7/365. In addition, redundancy in emergency service shall be identified and included in the Proposal.
- e) Customer Service
- 1) Proposer's and/or distributor's overall customer service will be evaluated using the submitted references. Reference should be equivalent to MWCOG region's jurisdictions and fire departments.
 - 2) Certified dealers and distributors of SCBA manufacturers will also be evaluated in this category.

5. Training

- a) Participating Agencies are requiring three (3) levels of training:
- 1) **End-user training** shall be provided for Participating Agencies switching SCBA packs models or transitioning to a new Contractor. Training shall be completed on or off site at the Participating Agency's discretion and convenience and shall last as long as the Participating Agency requires for up to one (1) year after initial purchase.
 - 2) **Free on-site technician training** will be required for any Participating Agency

transitioning from a different pack, or to a new Contractor altogether. On-site technician training shall be meet the following requirements:

- a. Scheduled at the Participating Agency's convenience;
 - b. Include as many technicians as the Participating Agency requests; and
 - c. Minimum duration of 2.5 days, or as deemed satisfactory by the Participating Agency.
- 3) **Second-level technician training** shall be offered on a limited basis with specialized group of SCBA technicians, and shall be completed on-site or off-site, at the convenience of the Participating Agency, with timing commensurate with the applicable training.
- b) Extended training shall be provided outside of the training list above for a cost and shall be coordinated at the Participating Agency level.
 - c) All Proposers must submit a detailed transition plan that will identify the following:
 - 1) The training of the Participating Agency's end-users and technicians on the pack and related accessories;
 - 2) The training of technicians on maintenance and service of the pack and related accessories; and
 - 3) The requisite equipment and infrastructure, to include cascade systems, air compressor systems, testing equipment, or other applicable equipment.

6. Cost of Ownership

The following is a supplemental category to better capture the total cost of ownership in the procurement for long-term purchase of **SCBA Equipment**. The categories identified below are supplemental to the purchase of the **SCBA Equipment**, but integral in the overall jurisdictional SCBA program. Participating Agencies reserve the right to purchase on this RFP as a whole or in segments from the following categories. The Proposer must provide information and pricing in their Proposal for the procurement of:

- a) Cascade systems
- b) Air compressor systems
- c) Rebreather packs
- d) Cylinders (only)
- e) Trade-in value for Participating Agencies' existing equipment:
 - 1) Packs
 - 2) Cylinders

3) Accessories

VI. PRICE PROPOSAL INSTRUCTIONS

The Proposer must provide pricing for the following **SCBA Equipment** components:

A. Equipment:

1. Per unit cost of SCBA pack(s) and cylinders; and
2. Description – Proposers must provide specific weights of SCBA pack(s) when they are equipped and ready for operational use.

B. Optional Products: Provide pricing to supply the optional products listed in Section V.B.2.

C. Battery Products: Provide costs of battery replacement (See Section V.B.1.C)

D. Catalogue Discount Program (% discount)

1. Provide a discount list for catalogue pricing; and
2. Provide an average price increase percentage based on the previous five (5) years.

E. Training: Price Proposal shall include the number of free training hours and costs for extra training beyond those hours for each type of training:

1. End-user training
2. Free on-site technician training
3. Second-level Technician training
4. Extended training (See Section V.B.5)

F. Warranty – 10-year minimum

G. Supplemental Costs: Any costs of ownership, fees for the complete restocking of field replacement parts, and values for trade-in of the **SCBA Equipment** shall be included on the Price Proposal Form.

{Continued on the next page.}

VII. PRICE PROPOSAL FORM

Proposer _____

DATE: _____

SCBA Products

Item	Unit Cost
SCBA EQUIPMENT	
SCBA Pack (incl. power supply, facepiece, and electronics)	Description:
Cylinder	
OPTIONAL PRODUCTS	
Rebreather Packs	
RIT packs with RIT cylinders	
RIT bags	
Labeling	
Unit Identifiers	
BATTERY PRODUCTS	
Battery Replacement (as applicable)	
CATALOGUE DISCOUNT PROGRAM	
	Discount %:
	Average Annual Increase %:

SCBA Services

Item	Cost
WARRANTY	
10-year minimum warranty	
Extended warranty (annual cost, as applicable)	
PREVENTATIVE MAINTENANCE/SERVICE/REPAIRS	
Annual cost of preventative maintenance	
Annual cost of regional service center	
Hourly cost for repairs (not covered by warranty)	

SCBA Training

Category	Number of Hours Provided at no cost	Extra Cost Per Hour	Notes
End User Training			
Second-level Technician Training			
Extended Training			

Supplemental Costs

Item	Unit Cost
COST OF OWNERSHIP	
Cascade systems	
Air compressor systems	
Rebreather Packs	
Cylinders (only)	
RESTOCKING	
Restocking of field replacement parts	
TRADE-IN VALUE	
SCBA Packs	
Cylinders	
Accessories:	

Please feel free to add attachments to this Price Proposal for consideration.

Addendums Acknowledged (if applicable) -

Addendum #1 YES ___ NO ___ N/A ___

Addendum #2 YES ___ NO ___ N/A ___

Addendum #3 YES ___ NO ___ N/A ___

Addendum #4 YES ___ NO ___ N/A ___

Others _____

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

NAME: _____

COMPANY: _____

ADDRESS: _____

TELEPHONE: _____ FAX: _____

EMAIL: _____

SIGNATURE: _____

TITLE: _____

PROPOSAL CHECKLIST

<u>Item</u>	<u>Attached</u>	<u>YES</u>	<u>NO</u>
PROPOSAL CHECKLIST		_____	
Section VII PRICE PROPOSAL FORM		_____	
Attachment A PROPOSER QUALIFICATIONS FORM		_____	_____
Attachment B CONTACT INFORMATION FORM		_____	_____
Attachment C NON-COLLUSION AFFIDAVIT		_____	_____
Attachment D PROPOSER’S EXPERIENCE/REFERENCES		_____	_____
Attachment E PROPOSAL REPLY LABEL		_____	_____
Certificate of Insurance (see Terms and Conditions)		_____	_____
Sample Invoice		_____	
Acknowledgements		YES	Exceptions
Attachment F MWCOG Cooperative Rider Clause		_____	_____
Attachment G Terms and Conditions		_____	_____

If a Proposer is unable to accept all or parts Attachments F & G, Proposer must indicate that it has exceptions and provide an attachment indicating the exceptions. Exceptions may cause the Proposal to be disqualified. If no exceptions are noted, then checking “yes” indicates acceptance of the MWCOG Cooperative Rider Clause and Terms and Conditions as written.

Attachment A

PROPOSER QUALIFICATION FORM

1. NAME OF PROPOSER: _____

2. PERMANENT MAILING ADDRESS: _____

3. YEAR & STATE INCORPORATED: _____

4. DUN AND BRADSTREET D-U-N-S # _____

5. HOW MANY YEARS HAVE YOU ENGAGED IN BUSINESS UNDER YOUR PRESENT FIRM

NAME: _____ YEARS _____

6. GENERAL CHARACTER OF WORK PERFORMED BY YOUR COMPANY:

7. HAVE YOU EVER DEFAULTED ON A CONTRACT? YES NO

IF YES, WHY? _____

8. ATTACH A LISTING BY PRODUCT LINE OF ALL MANUFACTURES FOR WHOM YOUR COMPANY IS AN AUTHORIZED DEALER/DISTRIBUTOR/RESALER

9. NAME OF BANKS WITH WHICH YOU DO BUSINESS:

10. DO YOU GRANT THE AWARDING AUTHORITY PERMISSION TO CONTACT THIS (THESE) MANUFACTURES AND LENDING INSTITUTION(S)? YES NO

By signing this form, you acknowledge compliance with all terms and conditions of this Proposal.

Name: _____ Date: _____

Title: _____ Company: _____

Attachment B

CONTACT INFORMATION FORM

Proposer Company Name _____

Contact for Proposal

Name _____

Title _____

Phone number _____

Email address _____

Sales Representative Contact

Name _____

Title _____

Phone number _____

Email address _____

Area covered: _____ (“all”, or list)

Service/Support Representative Contact

Name _____

Title _____

Phone number _____

Email address _____

Area covered: _____ (“all”, or list)

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 PROPOSER 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 Metropolitan Washington Council of Governments.

In addition, the Proposer 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.

RFP - 19-007 SELF CONTAINED BREATHING APPARATUS

Name of Proposer _____

Signature

Title of Authorized Representative

Swore to and subscribed before me this _____ day of _____, 20____

My commission expires _____, 20____.

Notary Public

(Notary Seal)

Attachment D

PROPOSER'S EXPERIENCE/REFERENCES

Name of Proposer _____

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

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

A Proposer, 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 _____

Attachment E

PROPOSAL REPLY LABEL

SECURE TO THE OUTSIDE OF YOUR RESPONSE ENVELOPE.

FROM: _____

TO: Metropolitan Washington Council of Governments
c/o Jayme Hardy
777 North Capitol Street, NE, Suite 300
Washington, DC 20002

Attn: REQUEST FOR PROPOSAL 19-007
SELF CONTAINED BREATHING APPARATUS (SCBA) EQUIPMENT

Attachment F

MWCOG Cooperative Rider Clause

The MWCOG Cooperative Purchasing Program works to aggregate the public entity and non-profit purchasing volumes in the National Capital Region of Maryland, Virginia and Washington, D.C.

A. Format

MWCOG serves as the Lead Agency of this Procurement and has included this Cooperative Rider Clause indicating its willingness to allow other public entities to participate in this Procurement pursuant to the following Terms and Conditions:

B. Terms

1. Participating Agencies, through their use of this Cooperative Rider Clause, agree to the terms and conditions of this Procurement to the extent that they can be reasonably applied to the Participating Agency.
2. Participating Agencies may also negotiate additional terms and conditions specific to their local requirements upon mutual agreement between the parties. Contract obligations rest solely with the Participating Agencies.
3. The resulting Contract shall be governed by and "construed" in accordance with the laws of the State/jurisdiction in which the Participating Agency is officially located.

C. Other Conditions - Contract and Reporting

1. Public entities desiring to participate in this Procurement must receive written approval from MWCOG in the form of a MWCOG Rider Clause Approval Form signed by the public entity and MWCOG;
2. Contractor must provide semi-annual contract usage reporting information to MWCOG, including but not limited to quantity, unit pricing and total volume of sales by agency/entity, as well reporting other Participating Agencies added on the Contract, on demand and without further approval of Participating Agencies;

Semi-annual reporting Due Dates beginning from Contract execution:

- November 30, covering May 1 – October 31
 - May 31, covering November 1 – April 30
3. Contractor must provide to MWCOG a semi-annual administrative fee of 1% on all gross sales at the time of the semi-annual report submission due dates listed above; and
 4. Significant changes in total contract value may result in further negotiations of contract pricing with the Lead Agency and Participating Agencies.

Contract usage reporting information and requests for MWCOG Rider Clause Approval Forms shall be submitted to MWCOG's Contracts and Purchasing inbox at purchasing@mwkog.org.

Attachment G

Terms and Conditions

This document sets out provisions generally applicable to Metropolitan Washington Council of Governments (“MWCOG”) Participating Agencies contracts. The provisions herein do not constitute a complete agreement, and must be appended to a document, executed by all parties, which identifies the specific work to be performed, compensation, term, incorporated attachments, and special conditions, if any. This document and the Contract are intended to be complementary and shall be construed accordingly. However, should there be a direct contradiction between the terms and conditions contained herein and the Contract, then the Contract shall govern and control those contradictory terms and conditions. As used herein, the term “MWCOG” includes MWCOG, its various members, agencies, employees or agents as may be appropriate. The term “Contract” shall include a document entitled “agreement” or any other title on a document that is denoting a contract.

Amendment. This Contract constitutes the entire agreement between the parties and all other communications prior to its execution, whether written or oral, with reference to the subject matter of this Contract are superseded by this Contract. No amendment to this Contract shall be binding unless in writing and signed by the parties.

Bankruptcy. Upon filing for any bankruptcy proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor must notify MWCOG Participating Agencies 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.

Compliance with Law. The Contractor hereby represents and warrants that:

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

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

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

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

Contract.

Governing Law. This Contract shall be governed by and construed in accordance with the laws of the Participating Agency's jurisdiction without regard to principles of conflicts of law.

Indemnification. The Contractor shall protect, hold free and harmless, defend and indemnify MWCOG and its members including their officers, agents and employees from all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments (including attorney's fees) resulting from injury to, or death of, any person or damage to property of any kind, which injury, death or damage arises out of, or is in any way connected with the performance of the work or failure to perform its obligations under this Contract. This obligation of indemnification shall apply to any acts or omissions, negligent conduct, whether active or passive, including acts or omissions of Contractor's agents or employees; except that it shall not be applicable to injury, death or damage to the property arising from the sole negligence of MWCOG and/or members, their officers, agents and employees.

Independent Contractor.

- A. Contractor shall perform the work required by this Contract as an "Independent Contractor." Although MWCOG and/or members reserves the right to determine the delivery schedule for the work to be performed and to evaluate the quality of the completed performance, MWCOG and/or members cannot and will not control the means or manner of the Contractor's performance. The Contractor shall comply promptly with any requests by MWCOG and/or members relating to the emphasis or relative emphasis to be placed on various aspects of the work or to such other matters pertaining to the work under this Contract. Contractor is responsible for determining the appropriate means and manner of performing the work.
- B. Contractor represents and warrants that Contractor is not an employee of MWCOG and/or members, is not currently employed by the Federal Government, and is not an officer, employee or agent of MWCOG and/or members.
- C. Contractor shall be responsible for all federal or state taxes applicable to any compensation or payments paid to Contractor under this Contract. Contractor is not eligible for any federal Social Security, unemployment insurance, or workers' compensation benefits from compensation or payments paid to Contractor under this Contract.
- D. Contractor agrees to immediately provide MWCOG and/or members notice of any claim made against Contractor by any third party. Contractor also agrees not to assign to any third party, without MWCOG's written consent, any obligation of MWCOG to indemnify Contractor for any actions under this Contract.

Insurance Requirements.

- A. Contractor shall obtain, and at all times keep in effect, Commercial General Liability Insurance in the amounts listed below for its activities and operations. The insurance shall include coverage for personal injury, discrimination and civil rights violation claims. All such insurance shall name MWCOG, individual members, their employees, and agents as ADDITIONAL INSURED. A copy of the certificate of insurance shall be filed with MWCOG and/or members prior to the time any services are rendered. Contractor shall maintain coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate and \$500,000 for property damage. Coverage shall be written on an occurrence form.
- B. Contractor shall obtain, and at all times keep in effect, automobile insurance on all vehicles used in this Contract with MWCOG and/or members to protect Contractor against claims for damages resulting from bodily injury, including wrongful death, and property damage that may arise from the operations of any owned or hired automobiles used by Contractor in connection with the carrying out of this Contract. All such insurance shall name MWCOG and/or individual members, their employees, and agents as ADDITIONAL INSURED.

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- C. Contractor shall, upon request, provide MWCOG and/or members with certification of Workers' Compensation Insurance, with employer's liability in the minimum amount required the governing jurisdiction's law in effect for each year of this Contract.
- D. All insurance policies shall have a minimum 30 days' notice of cancellation. Immediate written notice to MWCOG and members involved in the contract shall be required in the event of cancellation or restriction by the insurance company of any insurance policy referred to in this section.
- E. When insurance coverage is renewed, Contractor shall provide new certificates of insurance prior to expiration of current policies to all contracting agencies.

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

Ownership of Documents and Materials.

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

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

Records. Contractor shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document Contractor's performance hereunder. Contractor acknowledges and agrees that the MWCOG and/or members and their duly authorized representatives shall have access to such fiscal records and all other books, documents, papers, plans, and writings of the Contractor that are pertinent to this Contract. All such fiscal records, books, documents, papers, plans, and writing shall be retained by Contractor and kept accessible for a minimum of three (3) years, except as required longer by law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Contract, whichever date is later. All subcontracts shall also comply with these provisions.

Remedies.

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

Responsibility of Contractor.

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

Severability/Waiver. MWCOG and/or members and Contractor agree that, if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid. The failure of either party to enforce any provision of this Contract shall not constitute a waiver by that party of that or any other provision of this Contract.

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

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

Termination. If the Contractor fails to fulfill its obligations under the Contract properly and on time, or otherwise violates any provision of the Contract, MWCOG and/or members may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at MWCOG's and/or members option, become MWCOG's and/or member's property. MWCOG and/or members shall pay the Contractor

fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and MWCOG and/or members can affirmatively collect damages.

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

Termination of Multi-Year Contract. If MWCOG and/or members fail to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be cancelled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either MWCOG's and/or members rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and MWCOG and/or members from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. MWCOG and/or members shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

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

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

(Revised 8/22/2017)