



INVITATION TO BID NO. 19-003

Buyer: Alieu Turay

COMMUTER CONNECTIONS DIRECT MAILER

Offerors shall submit one (1) electronic copy of their bid to:

aturay@mwkog.org

c/o Alieu Turay
Contracts and Purchasing Specialist II
Metropolitan Washington Council of Governments,
777 North Capitol Street, NE, Suite 300
Washington, DC 20002

Submission Deadline: November 16, 2018

Time: 5:00 PM EST

INVITATION TO BID

ITB- 19-003

Metropolitan Washington Council of Governments

I. Introduction

- A. This Invitation to Bid (ITB) is being offered to submit your quotation for the Commuter Connections/ Metropolitan Washington Council of Governments (“COG”) printing and mailing of approximately 500,000 pieces of a self-mailer to Washington, DC region residents.
- B. COG will identify the responsible and responsive low bidder(s).
- C. Offerors who wish to submit a bid are requested to submit bids via email to Alieu Turay at aturay@mwkog.org no later than 5:00 PM EST on Friday, November 16, 2018. Please label your message as “Commuter Connections Direct Mailer.”

It shall remain the bidder’s responsibility to ensure that the bid will reach the email address above on or before the deadline. Bids that are received by COG after the deadline indicated above for whatever reason, shall not be considered for evaluation unless it is the only bid received.

- D. This ITB is open to all Agencies in the COG/MAPT regions and includes a rider clause that allows those Agencies to use this procurement or the resulting contract(s) by other Agencies to make purchases in accordance with their own policies.

II. BID INSTRUCTIONS

The successful bidder(s) shall meet the following criteria:

- A. Bidder must include the documentation as specified or may be determined to be non-responsive and could be rejected pursuant to COG’s Procurement Policy. See also the Bidder’s Checklist on the Bid Form.
 - 1. Bid Form (See Section V) including acknowledging any and all addenda.
 - 2. Acknowledge on Bidder’s checklist Attachments A and B.
 - 3. Attachment C References – bidder must supply at least three (3) references of work of a similar nature and volume of business to demonstrate capacity and competency.
 - 4. Attach any exceptions with the Bid Form.
- B. All bids must be signed by responsible company officials and delivered via email no later than the time and date indicated herein to aturay@mwkog.org.

- C. Awards will be made to the lowest responsive and responsible bidder.
- D. Clarifications via Addenda
 - 1. Questions regarding discrepancies, omissions, specifications, bid instructions, or the bid form may be directed in writing only at least five (5) business days before the bid opening to Alieu Turay at aturay@COG.org.
 - 2. Exceptions taken do not obligate COG to change the specifications. If no changes are needed, then no addendum will be issued.
 - 3. COG will post any addendum at least three (3) business days before the bid opening with any updated interpretations, specifications, or instructions.
 - 4. It is the responsibility of the bidder to check and see if addenda have been issued on the COG Website at www.COG.org/purchasing-and-bids/cog-bids-and-rfps/
 - 5. Bid responses should indicate that bidders have reviewed the latest addenda on the bid form.
- E. COG award the purchase to the lowest, responsible and responsive bidder.
- F. No purchase is to be processed without a COG issued Purchase Order.
- G. Bidders must acknowledge their understanding of the all terms listed in this ITB by signing the Bid Form (Section V)
- H. COG, as Awarding Authority, reserves the right to cancel this ITB, or reject in whole or in part any all bids, if COG determines that cancellation or rejection serves the best interests of the organization.
- I. COG will award or reject in whole all bids within 30 days of the bid opening, unless COG extends said period in its sole discretion.

III. GENERAL CONDITIONS

A. PURCHASE AND DELIVERY TERMS

- 1. All orders shall be complete, labeled and packaged adequately to ensure safe handling and proper delivery.
- 2. The bidder shall assign a salesperson/customer service representative to address product quality and delivery issues.

IV. SPECIFICATIONS

The project will encompass three (3) main components: printing, mailing services, and list purchase. Plus, postage estimate.

A. Printing Specifications:

1. Print 250k of each of two art versions.
2. 100# silk text
3. Double-sided
4. Four-color w/ bleeds
5. Approximate unfolded size 8.5" w x 16.25"h
6. Four panels fold down to 8.5" w x 4.125 "h
7. Perforated in middle for detachable business reply mail back application form
8. No glue or adhesive strip needed
9. Matte varnish, except for the application form and outbound address panel
10. Print on recycled paper
11. Please provide COG with any overflow mailers
12. One hard copy proof showing folds and perforation markings.
13. PDF's for other correspondence.
14. Up to three rounds of edits may be required.

B. Mailing Services Requirements

1. National Change of Address (NCOA)
2. Deceased
3. Suppression list (approximately 1,000 records)
4. Imprint, fold, tab, and deliver 500,000 mailers to USPS
5. Include SCF drops in quote based on list of 200 zip codes under specification C.3.a. below.

C. List Purchase

Provide Cost Per Thousand (CPM) estimate for a mailing list of approximately 500,000 records, one-time usage.

1. Head of Household's based on the following demographics:
 - a. Ages 25 – 64
 - b. Head of Household only
 - c. Household income \$75,000 or above
2. One piece delivered per address.
3. If selected for project, please provide:
 - a. List of demo counts for the 200 zip codes below.
 - 1) 20001
 - 2) 20002
 - 3) 20003
 - 4) 20005
 - 5) 20008
 - 6) 20009
 - 7) 20010
 - 8) 20011
 - 9) 20015
 - 10) 20017
 - 11) 20018
 - 12) 20019
 - 13) 20020
 - 14) 20024
 - 15) 20032
 - 16) 20037
 - 17) 20105
 - 18) 20110
 - 19) 20111
 - 20) 20112
 - 21) 20120
 - 22) 20121
 - 23) 20124
 - 24) 20132
 - 25) 20136
 - 26) 20141
 - 27) 20147
 - 28) 20148
 - 29) 20151
 - 30) 20152
 - 31) 20155
 - 32) 20158
 - 33) 20164

34) 20165
35) 20166
36) 20169
37) 20170
38) 20171
39) 20175
40) 20176
41) 20180
42) 20190
43) 20191
44) 20194
45) 20222
46) 20601
47) 20607
48) 20611
49) 20613
50) 20616
51) 20617
52) 20622
53) 20632
54) 20637
55) 20639
56) 20640
57) 20645
58) 20646
59) 20657
60) 20662
61) 20664
62) 20675
63) 20676
64) 20677
65) 20678
66) 20685
67) 20689
68) 20693
69) 20695
70) 20704
71) 20705
72) 20706
73) 20707
74) 20708
75) 20710
76) 20712
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81) 20721
82) 20732
83) 20735
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86) 20740
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88) 20744
89) 20745
90) 20746
91) 20747
92) 20748
93) 20754
94) 20769
95) 20770
96) 20772
97) 20774
98) 20781
99) 20782
100) 20783
101) 20785
102) 20814
103) 20815
104) 20816
105) 20817
106) 20832
107) 20837
108) 20841
109) 20850
110) 20851
111) 20852
112) 20853
113) 20854
114) 20855
115) 20866
116) 20871
117) 20872
118) 20874
119) 20876
120) 20877
121) 20878
122) 20879
123) 20882
124) 20886
125) 20896
126) 20901
127) 20902
128) 20903
129) 20904
130) 20906
131) 20910
132) 20912
133) 21701
134) 21702
135) 21703

136) 21704
137) 21710
138) 21716
139) 21727
140) 21754
141) 21755
142) 21758
143) 21769
144) 21770
145) 21771
146) 21773
147) 21774
148) 21776
149) 21777
150) 21788
151) 21793
152) 22003
153) 22015
154) 22030
155) 22031
156) 22032
157) 22033
158) 22039
159) 22041
160) 22042
161) 22043
162) 22044
163) 22046
164) 22060
165) 22066
166) 22079
167) 22101
168) 22102
169) 22124
170) 22150
171) 22151
172) 22152
173) 22153
174) 22180
175) 22181
176) 22182
177) 22191
178) 22192
179) 22193
180) 22201
181) 22202
182) 22203
183) 22204
184) 22205
185) 22206
186) 22207

187) 22209
188) 22213
189) 22301
190) 22302
191) 22303
192) 22304
193) 22305
194) 22306
195) 22307
196) 22309
197) 22310
198) 22311
199) 22314
200) 22315

- b. Please provide zip code, zip name, state initials, and county name. If the list exceeds 500,000 records, COG will pair it down to 500,000 or less.

D. Postage Estimate

Provide an estimate of U.S. Postal Service (USPS) presorted non-profit rate postage

1. Paid by COG directly to USPS postal permit

V. BID FORM

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

Date _____

BID – Commuter Connections Direct Mailer

Qty	Item	Description	Unit Price	Total
500,000	Printing	Commuter Connections direct mailer		
500,000	Mailing Services	Data processing, inkjet, folding, perforating, tabbing, set up, delivery to USPS/SCF drops		
1	List	Cost of mailing list 500,000 records		
		TOTAL COST		
1	Postage Estimate	Your estimate of USPS presorted non-profit 500,000 pieces (to be paid directly to USPS by COG)		

See Section IV for full specifications.

Addendums acknowledged (if applicable) -

Addendum #1 YES ____ NO ____ N/A ____

Addendum #2 YES ____ NO ____ N/A ____

Others _____

Bidders Check List Required Forms Included

Attachment A – Rider Clause (Acknowledged) _____

Attachment B - Terms and Conditions (Acknowledged) _____

Attachment C - References _____

Exceptions YES ____ NO ____

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

**Please sign next page.

V. BID FORM (continued)

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

SIGNATURE: _____

NAME: _____

COMPANY: _____

ADDRESS:

TELEPHONE: FAX: _____

EMAIL: _____

Attachment A

Rider Clause

The Mid-Atlantic Purchasing Team (MAPT) is the agreement between the Metropolitan Washington Council of Governments (“COG”) and the Baltimore Metropolitan Council (“BMC”) to aggregate the public entity and non-profit purchasing volumes in the Maryland, Virginia and Washington, D.C. region (“region”).

Format

A lead agency format is used to accomplish this work. COG is the Lead Agency in this procurement and has included this MAPT Cooperative Rider Clause in this solicitation indicating its willingness to allow other public entities to participate pursuant to the following Terms and Conditions:

A. Terms

1. Participating entities, through their use of the Cooperative Rider Clause, agree to the terms and conditions of the resulting contract to the extent that they can be reasonably applied to the participating entity.
2. Participating entities may also negotiate additional terms and conditions specific to their local requirements, upon mutual agreement between the parties.

B. Other Conditions - Contract and Reporting

1. The contract resulting from this solicitation shall be governed by and "construed in accordance with the laws of the State/jurisdiction in which the participating entity officially is located;
2. To provide to COG and/or BMC contract usage reporting information, including but not limited to, quantity, unit pricing and total volume of sales by entity, as well reporting other participating entities added on the contract, on demand and without further approval of contract participants;
3. Contract obligations rest solely with the participating entities only;
4. Significant changes in total contract value may result in further negotiations of contract pricing with the lead agency and participating entities.

In pricing and other conditions, vendors are urged to consider the broad reach and appeal of MAPT with public and non-profit entities in this region.

A list of the participating members of the Mid-Atlantic Purchasing Team can be found at the following web links www.COG.org/purchasing-and-bids/cooperative-purchasing/member-links/ and <http://www.baltometro.org/our-work/cooperative-purchasing/brcpc-representatives>

Attachment B

Terms and Conditions

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

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 COG and/or its members nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, declaration of emergency, or war where such cause was beyond, respectively, COG's and/or its members or Contractor's reasonable control. COG and/or its members and Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and

shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

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.

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

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

Independent Contractor.

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

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, individual members, their employees, and agents as ADDITIONAL INSURED. A copy of the certificate of insurance shall be filed with COG and/or members prior to the time any services are rendered. Contractor shall maintain coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate and \$500,000 for property damage. Coverage shall be written on an occurrence form.
- B. Contractor shall obtain, and at all times keep in effect, automobile insurance on all vehicles used in this Contract with COG and/or members to protect Contractor against claims for damages resulting from bodily injury, including wrongful death, and property damage that may arise from the operations of any owned or hired automobiles used by Contractor in connection with the carrying out of this Contract. All such insurance shall name COG and/or individual members, their employees, and agents as ADDITIONAL INSURED.
- C. Contractor shall, upon request, provide COG and/or members with certification of Workers' Compensation Insurance, with employer's liability in the minimum amount required the governing jurisdiction's law in effect for each year of this Contract.

- D. 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.
- 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 COG and/or member funds, or who proposes to perform any work or furnish any goods under this Contract shall not discriminate against any worker, employee or applicant because of religion, race, sex, age, sexual orientation, physical or mental disability, or perceived disability. 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 COG and/or members upon request and shall become and remain the exclusive property of COG and/or members upon termination or completion of the services. These jurisdictions shall have the right to use the same without restriction or limitation and without compensation to the Contractor other than that provided in this Contract. COG and/or members shall be the owner for the purposes of copyright, patent or trademark registration.
- B. If the Contractor obtains or uses for purposes of this Contract, or subcontracts for, any design, device, material, or process covered by letters of patent for copyright, it shall provide an assignment to COG and/or members of ownership for purposes of copyright, patent or trademark and of all right to possess and to use such design, device, material or process and a legally sufficient agreement with the patentee or owner, and a copy of such agreement shall be filed with COG and/or members.
- C. The Contractor shall indemnify and save harmless COG and/or members from any and all claims for infringement by reason of the use of any such patented design, device, materials, or process, or any trademark or copyright, and shall indemnify, protect and save harmless COG and/or members, their officers, agents, and employees with respect to any claim. Action, costs 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 COG'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 COG and/or members and their duly authorized representatives shall have access to such fiscal records and all other books, documents, papers, plans, and writings of the Contractor that are pertinent to this Contract. All such fiscal records, books, documents, papers, plans, and writing shall be retained by Contractor and kept accessible for a minimum of three (3) years, except as required longer by law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Contract, whichever date is later. 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 COG and/or members. The acceptance of the work set forth herein by COG and/or members shall not relieve the Contractor of the responsibility of subsequent corrections of such errors.
- B. Set Off. COG and/or members may deduct from and set-off against any amounts due and

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

- C. Cumulative. All rights and remedies of COG/ members and Contractor shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of the COG and/or members by law.

Responsibility of Contractor.

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

Severability/Waiver. COG and/or members and Contractor agree that, if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid. 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 COG and/or members. COG and/or members have the right to withhold such consent for any reason COG 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, COG 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 COG's and/or members option, become COG's and/or member's property. COG and/or members shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and COG and/or members can affirmatively collect damages.

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

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

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)

Attachment C

Bidder's EXPERIENCE/REFERENCES

Name of Bidder _____

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

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

A Bidder, which, in the sole judgment of COG, lacks sufficient specific experience, may be deemed non-responsible, and may not be considered for award of subsequent contract(s)

1) Firm Name _____

Contact Name _____

Mail Address _____

Telephone Number _____ Email Address _____

2) Firm Name _____

Contact Name _____

Mail Address _____

Telephone Number _____ Email Address _____

3) Firm Name _____

Contact Name _____

Mail Address _____

Telephone Number _____ Email Address _____