



Metropolitan Washington
Council of Governments

Request for Quotation (RFQ) NO. 26-001

NATIONAL CAPITAL REGION FOSTER PARENTS OF THE YEAR

SHORT-FORM DOCUMENTARY PRODUCTIONS

Proposers shall submit an electronic copy of their proposal to the COG LOCKBOX system, as per the submission instructions in Section X of this RFQ.

Date Released: July 17, 2025

Response due August 13, 2025 @ 2:00 pm ET

Electronic submissions ONLY shall be uploaded to COG's solicitation Lockbox.

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DATE OF RELEASE: July 16, 2025

I. Summary

Dates are approximate.

Services requested	“Foster Parent(s) of the Year.” COG will hire a video production company to develop short-form documentary productions recognizing the annual Foster Parents of the Year in the Washington, D.C. region
Contract type	Fixed Price
Number of contracts	One Task Order Contract
Estimated budget (Not to Exceed)	\$20,000 annually
Duration	Base year plus 4 optional one-year periods
Payment method	Upon completion
Deadline for RFQ submission	August 13, 2025 at 2:00 PM ET

II. Background

The Metropolitan Washington Council of Governments (COG) is a private non-profit association of 24 local governments in the National Capital Region, including elected and appointed federal and state officials and legislators. COG has a long and distinguished history of addressing child welfare issues affecting the metropolitan Washington area. Our foster care and adoption programs increase the number of foster and adoptive families in the region, and help children find safe, permanent homes.

COG provides technical assistance to ten local public and state child welfare agencies by providing a platform for representatives to meet, discuss, and collaborate with their counterparts across the region. Our child welfare members represent the DC Child and Family Services Agency in the District of Columbia, Frederick County Department of Social Services, Montgomery County Health and Human Services, Prince George’s County Department of Social Services, Charles County Department of Social Services in Maryland; Loudoun County Department of Family Services, Prince William County Department of Social Services, Fairfax County Department of Family Services, Arlington County Child and Family Services, and the City of Alexandria Department of Community and Human Services in Virginia.

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III. Project

Each year, COG's child welfare members select outstanding foster parents and provide these exemplary caregivers with the distinction of, "Foster Parent(s) of the Year." **COG will hire a video production company to develop ten short-form documentary productions recognizing the Annual Foster Parents of the Year program.**

IV. Scope of Services

COG is seeking a videographer or video production firm to develop ten short-form documentary productions featuring each selected Foster Parent of the Year. The videos should offer a personal glimpse into each foster family's motivation to provide a nurturing and supportive environment for children in need of temporary care. These short segments will aim to educate viewers about the diverse realities of fostering, dispel common misconceptions, and highlight authentic, local stories that showcase the meaningful and joyful experiences of foster families. The goal is to inspire community members from all backgrounds to consider becoming foster parents.

Each short-form documentary should stand alone as their own product. Each will be shown as a compilation with the others on public access, regional television and social media platforms. Local governments may also show their video at recruitment events so each video should include a call to action. Each video's runtime should not exceed ninety seconds.

SPECIFICATIONS:

Creatively, COG is seeking a documentary-style product, using cameras that achieve a cinematic feel. Due to confidentiality, foster children living in the home who are not adopted, cannot be a part of the video. However, children who were once in foster care and have been adopted may participate and give testimony about the Foster Parent of the Year.

The short-form documentaries will be taped on location in and around the home of each Foster Parent of the Year in Maryland, DC, and Virginia. The current program includes approximately ten Foster Parents of the Year: representing the District of Columbia, Maryland, and Virginia. The ideal contractor will put forth their best efforts to accommodate each participant's schedules for the video taping session. Shoots may occur in the evenings, and weekends at the parent's residence or other mutually designated and agreed-upon areas. The

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selected production firm will be responsible for scheduling and the signing of confidentiality agreements with assistance from COG as needed. COG will provide the contact information by the start of the contract period, August 2025.

The Sample Video Project production schedule is as follows:

- Production: February 2026 – March 2026
- Editing/Approvals: March 2026 – April 2026
- **Delivery of final products: April 24 2026**

The selected contractor will be responsible for:

- A. Handling all aspects of developing and producing the final product including but not limited to: 1) Reviewing and utilizing a script provided by COG staff. This script, developed and formatted by foster care professionals, is not subject to modification. It is designed specifically to support adoption and retention efforts within the foster care system 2) scheduling the date, time, and location for all filming that is required, notifying individuals participating in the filming, handling all logistics associated with the filming; and 3) providing all necessary equipment and staff to meet all deadlines and complete the video in accordance with the production schedule.
- B. Obtaining any necessary written releases from individuals who will appear in the video. Obtaining permission or permits for use of filming locations as required.
- C. Providing, developing, and incorporating all other effects to be used in the videos such as music, graphics, and credits.
- D. **Producing a preliminary, rough-cut version of the videos for review by COG by March and producing a final version of the videos based on comments provided by COG by April in a digital format.**

It is understood that COG shall retain all rights to these videos, which may be modified as directed by COG and distributed as determined by COG and that no additional fees or any other compensation shall be due to the contractor.

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V. Period of performance

A contract awarded to successful bidder, by mutual agreement, will be for a period of one (1) year from date of award, with the option to renew up to four (4) times for one (1) additional year each by mutual agreement. There is one Task Order to be issued annually.

The initial project Task Order #1 will be for the Period of Performance shall be three (3) months (approximately February, 2026 and continue through April, 2026.

VI. Type of Contract

- A. This will be a Task Order Contract.
- B. COG anticipates awarding Task Order #1 a fixed price contract in an amount not to exceed \$20,000.
- C. Future task orders will have similar funding that will be provided upon Task Order Request.
- D. All prices shall be firm against any increase for each awarded task order.
- E. It shall be the CONTRACTOR's responsibility to respond to the Task Order Request with availability and pricing. Each Task Order Request will be of similar setup with variations in locations, # of families, language.
- F. The resulting task order will be governed by the COG Terms and Conditions (Attachment A) and the contractor must abide by them. Exceptions must be submitted with their quote as per Quotation Form requirements (see also Section VII.C).

VII. RFQ Submissions

- A. Electronic submissions are required to be submitted for this RFQ to via instructions in IX. Proposal Instructions. No proposals may be transmitted via email or hardcopy.
- B. Quotations shall be posted no later than 2:00 p.m. ET, Wednesday. August 13, 2025.

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C. Exceptions

Bidders will note specific exceptions on the RFQ specifications or terms and conditions on the Quotation Checklist and on a separate sheet marked exceptions and attach the list to the Quotation Form.

Exceptions taken do not obligate COG to accept the exceptions and/or change the specifications.

VIII. Qualifications and Selection

A. References of Similar Work conducted in past three (3) years – see attached form

The proposed contractor and all subcontractors should provide at least three (3) references whom COG may contact regarding similar work performed. Names, titles, addresses and telephone numbers should be included for each reference.

B. The submission shall also provide links to three (3) samples of work previously done by the submitting firm, in the past three (3) years of a similar nature to demonstrate qualifications to do this job.

Method of Selection

A. A contract shall be awarded to the best most responsive, technically acceptable responsible bid received meeting the Specifications.

IX. Proposal Instructions

A. Respondents must follow the prescribed format, or they may be deemed nonresponsive. Adherence to the proposal format by all respondents will ensure a fair evaluation and one which can evaluate each response with regard to the needs of COG and its NCR Partners. The letter transmitting the proposal must be signed by an official authorized to bind the respondent as required by this RFQ. Three separate chapters shall be prepared as described in the following section. Maximum page length for these chapters is 10 pages:

1. Qualifications of Proposer

- a. This section shall provide the professional credentials and expertise of the firm(s) and key personnel assigned to this program.

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- b. Although past performance may be included as attachments to the proposal, work samples specific to this solicitation is required in this section. The absence of such project specific information shall cause the proposal to be deemed non-responsive.

2. Cost Proposal

- a. The award under this contract will be based Quotes, experience, technical capability. Respondents shall indicate their cost proposal acknowledging that this amount is inclusive of all associated costs, including travel.

Costs should include the following:

- Labor (filming, editing, production time)
- Equipment use
- Travel expenses
- Post-production work

3. References of the Proposer

- a. The proposed Consultant and any Subcontractor(s) shall provide at least three (3) references whom COG may contact regarding similar work performed.
- b. Offerors may provide letters of reference from previous relevant clients. Names, titles, addresses and telephone numbers shall be included for each reference as stipulated in Attachment C.

4. All Exhibits and Attachments must be completed

- B. Proposers must include the additional documentation specified below in their RFQ submission or they may be determined to be non-responsive and disqualified.

1. Please complete attached PROPOSER REFERENCES, including three (3) other clients who are being, or have been, provided by the Proposer with similar products, services, and scope of work (Attachment C).
2. Each Proposal shall be accompanied by a DBE PLAN GOALS SUBMISSION FORM, even if Proposer is not a DBE and does not intend to include DBE subcontractors (Attachment D).

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3. Proof of insurance, in the form of an ACORD Form 25, must be provided, demonstrating that Proposer maintains the minimum levels of coverage set forth in the Terms and Conditions (Attachment A). The Certificate of Insurance must name COG as additional insured, Proposer carries all the required insurance at the required levels throughout the period of performance.

X. Submission Instructions

- A. All Proposals must be completed by responsible company officials and submitted to the COG LOCKBOX on or before the due date and time.
- B. Proposals will not be accepted if submitted through hard copy, mail, courier, fax, email, or any other electronic method except as described below. Proposals submitted through any method other than the COG LOCKBOX system will be rejected.

Proposers shall submit electronic files to the Bonfire system at <https://mwcog.bonfirehub.com/opportunities>.

- C. To contact COG or to ask questions in relation to this RFQ, Proposers must register with COG's public purchasing portal at the above URL and initiate the communication electronically through the Vendor Discussion or Ask a Question feature. COG will not accept any communications regarding this RFQ via other means. Attempts to contact COG employees regarding this RFQ through any other means than the above may result in disqualification of the Proposer.
- D. Please do not wait until the last moment to register. If problems occur during registration or submission, please contact Bonfire at support@gobonfire.com.
- E. All questions regarding discrepancies, omissions, specifications, instructions, or the required forms may be directed via email no later than ten (10) working days in advance of the deadline via the Bonfire system, only. COG will post any addendum necessary to address questions no later than five (5) work days before the due date of proposals.
- F. Proposal responses should indicate that Proposers have reviewed the latest addenda on the Proposal Form via the Proposal Form Checklist.
 - i. Proposers must acknowledge their understanding of all terms listed in this RFQ by signing the Proposal Response Form as part of their submission.
- G. Any variation to the solicitation specifications should be noted by the Proposer as an exception with an explanation attached to the Proposal Form.
 - i. Exceptions taken do not obligate COG to change the specifications.
 - ii. In some cases, exceptions may result in the Proposer being disqualified or result in a lower score in the evaluation process.
 - iii. Failure to report exceptions with the submission may result in withdrawal of award if exceptions to the RFQ are raised after award.

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J. It is the responsibility of the Proposer to check if any addenda have been issued. Addenda will be posted on the Bonfire portal and at <http://www.mwcog.org/purchasing-and-bids/cog-bids-and-RFQs/>.

K. Proposal responses should indicate that Proposer has reviewed the latest addenda on the Proposal Form via the Checklist.

L. Proposers must acknowledge their understanding of all terms listed in this RFQ by signing the Proposal Response Form as part of their submission.

M. Any variation to the solicitation specifications should be noted by the vendor/contractor as an exception, with an explanation attached to the Proposal Form.

- i. Exceptions taken do not obligate COG to change the specifications.
- ii. In some cases, exceptions may result in the Proposer to be disqualified or result in a lower score in the evaluation process.
- iii. Failure to report exceptions with the submission may result in disqualification.

(Remainder of page intentionally left blank. Proposal form begins on following page.)

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XI. RFQ 26-001 Quotation Form

DATE _____

Company Name _____

Costs should include the following:

- Labor (filming, editing, production time)
- Family contact
- Equipment use
- Travel expenses
- Post-production work

Lump sum price (Not to Exceed \$20,000)

\$ _____

Submission Check List and Required Forms –

<u>ITEM</u>	<u>YES</u>	<u>NO</u>
Attachment A – Acknowledge and accept Terms and Conditions _____ (if answered NO - Exceptions should be noted on a separate sheet)		
Attachment B – Certification Regarding Debarment	_____	_____
Attachment C – References	_____	_____
Accord Form – Certificate of Insurance provided as per the Terms and Conditions	_____	_____

In submitting a bid in response to this RFQ, the authorized signatory below acknowledges having read and understood the entire solicitation and agrees to accept the Terms and Conditions set forth in this RFQ.

The signatory below represents that he/she has the authority to bind the entity named below to the response submitted and any contract awarded as a result of this solicitation.

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Federal Tax ID No.: _____

AUTHORIZED CORPORATE OFFICIAL

NAME: _____

TITLE: _____

COMPANY: _____

ADDRESS: _____

TELEPHONE: _____

EMAIL: _____

SIGNATURE: _____

PROJECT POINT OF CONTACT

NAME: _____

TITLE: _____

COMPANY: _____

EMAIL: _____ TELEPHONE: _____

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ATTACHMENT A: STANDARD TERMS AND CONDITIONS

This document sets out provisions generally applicable to Metropolitan Washington Council of Governments ("MWCOC") 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 "MWCOC" includes MWCOC, 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.

A. 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.

B. 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 MWCOC immediately. Upon learning of the actions herein identified, MWCOC 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 MWCOC may have as provided in this agreement or by law.

C. Compliance with Law

The Contractor hereby represents and warrants that:

1. 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;
2. Its performance under the Contract shall be in a good and workmanlike manner and in accordance with all applicable professional standards;

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3. 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;
4. 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;
5. It shall comply with all federal, state and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
6. 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.

D. 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.

E. 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.

F. Force Majeure

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

G. 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.

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H. Indemnification

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

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

I. Independent Contractor

1. Contractor shall perform the work required by this Contract as an "Independent Contractor." Although MWCOG reserves the right to determine the delivery schedule for the work to be performed and to evaluate the quality of the completed performance, MWCOG cannot and will not control the means or manner of the Contractor's performance. The Contractor shall comply promptly with any requests by MWCOG relating to the emphasis or relative emphasis to be placed on various aspects of the work or to such other matters pertaining to the work under this Contract. Contractor is responsible for determining the appropriate means and manner of performing the work.
2. Contractor represents and warrants that Contractor is not an employee of MWCOG, is not currently employed by the Federal Government, and is not an officer, employee or agent of MWCOG.
3. 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.
4. Contractor agrees to immediately provide MWCOG notice of any claim made against Contractor by any third party. Contractor also agrees not to assign to any third party, without MWCOG's written consent, any obligation of MWCOG to indemnify Contractor for any actions under this Contract.

J. Insurance Requirements

1. Contractor shall obtain, and at all times keep in effect, Commercial General Liability Insurance in the amounts listed below for its activities and operations. The insurance shall include coverage for personal injury, discrimination and civil rights violation claims. All such insurance shall name MWCOG as ADDITIONAL INSURED. A copy of the certificate of insurance shall be filed with MWCOG prior to the time any services are

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rendered. Contractor shall maintain coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate and \$500,000 for property damage. Coverage shall be written on an occurrence form (Accord Form).

2. Contractor shall obtain, and at all times keep in effect, automobile insurance on all vehicles used in this Contract with MWCOG to protect Contractor against claims for damages resulting from bodily injury, including wrongful death, and property damage that may arise from the operations of any owned or hired automobiles used by Contractor in connection with the carrying out of this Contract. All such insurance shall name MWCOG and/or individual members, their employees, and agents as ADDITIONAL INSURED.
3. Contractor shall, upon request, provide MWCOG with certification of Workers' Compensation Insurance, with employer's liability in the minimum amount required the governing jurisdiction's law in effect for each year of this Contract.
4. 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.
5. When insurance coverage is renewed, Contractor shall provide new certificates of insurance prior to expiration of current policies to all contracting agencies.

K. Nondiscrimination

1. 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.
2. Contractor further agrees that this provision will be incorporated in all sub-contracts entered into in connection with this Contract.

L. Ownership of Documents and Materials

1. The Contractor agrees that all documents and materials, including but not limited to, reports, drawings, studies, specifications, estimates, maps, photographs, designs, graphics, mechanicals, artwork, and computations prepared by or for the Contractor under the terms of this Contract shall at any time during the performance of the services be made available to MWCOG upon request and shall become and remain the exclusive property of MWCOG upon termination or completion of the services. These jurisdictions shall have the right to use the same without restriction or limitation and without compensation to the Contractor other than that provided in this Contract. MWCOG shall be the owner for the purposes of copyright, patent or trademark registration.

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2. 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 MWCOCG 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 MWCOCG and/or members.
3. The Contractor shall indemnify and save harmless MWCOCG 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 MWCOCG, 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.

M. Payments

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

N. Records

1. 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.
2. Contractor acknowledges and agrees that the MWCOCG 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.
3. All subcontracts shall also comply with these provisions.

O. Remedies

1. 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 MWCOCG. The acceptance of the work set forth herein by MWCOCG shall not relieve the Contractor of the responsibility of subsequent corrections of such errors.
2. Set Off. MWCOCG may deduct from and set-off against any amounts due and payable to the Contractor any back-charges, penalties, or damages sustained by MWCOCG, their agents, employees of recipients of its services, by virtue of any breach of this Contract

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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.

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

P. Responsibility of Contractor

1. 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.
2. 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.
3. If the Contractor fails to perform the services, or any part of the services, in conformance with the standard set forth in subparagraph A above, it shall, if required by MWCOG, perform at its own expense and without additional cost to MWCOG, those services necessary for the correction of any deficiencies or damages resulting, in whole or in part, from the Contractor's failure. This obligation is in addition to and not in substitution for any other remedy available to MWCOG under the "Remedies" paragraph, or otherwise available by law.

Q. Severability/Waiver

1. MWCOG and Contractor agree that, if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
2. 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.

R. Subcontracting or Assignment

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

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S. Survival

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

T. Termination

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

U. Termination of Contract for Convenience

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

V. Termination of Multi-Year Contract

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

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W. Time is of the essence

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

X. 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 bids, oral or written, and all other communication between the parties relating to the subject matter of this Contract.

(Revised 8/22/2017)

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**ATTACHMENT B: CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS**

The prospective vendor certifies to the best of its knowledge and belief that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any department or agency of the District of Columbia, State of Maryland or the Commonwealth of Virginia or any of the 24 jurisdictions comprising the membership of the Metropolitan Washington Council of Governments (COG);
- Have not within a three year period preceding this date been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated above of this certification; and
- Have not within a three-year period preceding this date had one or more public transactions (Federal, State or local) terminated for cause or default.

Vendor understands that a false statement on this certification may be grounds for rejection of any submitted bid or quotation or termination of any award. In addition, under 18 U.S.C. § 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both if federal funds are being used to support the procurement.

Typed Name of Vendor

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

Date

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ATTACHMENT C: CONTRACT REFERENCES

CONTRACTOR: _____

PROVIDE A MINIMUM OF THREE (3) REFERENCES FROM CUSTOMERS THAT ARE CAPABLE OF DISCUSSING YOUR COMPANY'S ABILITY TO PERFORM CONTRACTS OF COMPARABLE SIZE AND SCOPE. It is imperative that accurate contact names and phone numbers be given for the projects listed. All references should include a contact person who can comment on the company's ability to perform the services required under this contract. The company should ensure that telephone numbers and contact names given are up-to-date and accurate.

Reference Number 1

1. Name of Client Organization: _____

2. Name and Title of Point of Contact (POC) for Client Organization:

3. Phone Number of POC: _____

4. Approximate Value of Contract: _____

5. Duration of Contract: _____

6. Description of Services Provided: _____

Reference Number 2

1. Name of Client Organization: _____

2. Name and Title of Point of Contact (POC) for Client Organization:

3. Phone Number of POC: _____

4. Approximate Value of Contract: _____

5. Duration of Contract: _____

6. Description of Services Provided: _____

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Reference Number 3

1. Name of Client Organization: _____

2. Name and Title of Point of Contact (POC) for Client Organization:

3. Phone Number of POC: _____

4. Approximate Value of Contract: _____

5. Duration of Contract: _____

6. Description of Services Provided: _____

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ATTACHMENT D: DBE PLAN GOALS SUBMISSION

PROPOSER	Name: _____	
Total Proposed Budget	Value: \$ _____	
DBE Plan	Yes _____ No _____	
Check if Prime Contractor is a DBE _____. Certification Form Must Be Attached to this form.	Certification # _____	Expiration Date: _____
DBE Certification	State: _____	Certification Type: DBE (must be DBE)
	Certifying Agency: _____	
DBE SUBCONTRACTOR 1	Name: _____	
Street Address		Tax ID #: _____
City, State, Zip		Website: _____
POINT OF CONTACT	Name: _____	Title: _____
	Email: _____	Telephone: _____
Subcontract Value	Cost \$ _____	Percentage of total _____%
DBE Performance Period	Start ____/____/____	End ____/____/____
DBE Certification	State: _____	Certification Type: DBE (must be DBE)
	Certifying Agency: _____	
Certification Form Must Be Attached to this form	Certification # _____	Expiration Date: _____

Copy for additional DBE subcontractors

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DBE SUBCONTRACTOR 2	Name: _____	
Street Address	_____	Tax ID #: _____
City, State, Zip	_____	Website: _____
	_____	_____
POINT OF CONTACT	Name: _____	Title: _____
	Email: _____	Telephone: _____
Subcontract Value	Cost \$ _____	Percentage of total _____%
DBE Performance Period	Start ____/____/____	End ____/____/____
DBE Certification	State: _____	Certification Type: DBE (must be DBE)
	Certifying Agency: _____	
Certification Form Must Be Attached to this form	Certification # _____	Expiration Date: _____

Copy for additional DBE subcontractors

DBE SUBCONTRACTOR 3	Name: _____	
Street Address	_____	Tax ID #: _____
City, State, Zip	_____	Website: _____
	_____	_____
POINT OF CONTACT	Name: _____	Title: _____
	Email: _____	Telephone: _____
Subcontract Value	Cost \$ _____	Percentage of total _____%
DBE Performance Period	Start ____/____/____	End ____/____/____
DBE Certification	State: _____	Certification Type: DBE (must be DBE)
	Certifying Agency: _____	
Certification Form Must Be Attached to this form	Certification # _____	Expiration Date: _____

Copy for additional DBE subcontractors

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DBE SUBCONTRACTOR 4	Name: _____	
Street Address		Tax ID #: _____
City, State, Zip		Website: _____
POINT OF CONTACT	Name: _____	Title: _____
	Email: _____	Telephone: _____
Subcontract Value	Cost \$_____	Percentage of total _____%
DBE Performance Period	Start ____/____/____	End ____/____/____
DBE Certification	State: _____	Certification Type: DBE (must be DBE)
	Certifying Agency: _____	
Certification Form Must Be Attached to this form	Certification # _____	Expiration Date: _____

Copy for additional DBE subcontractors