

REQUEST FOR PROPOSALS

RFP # LIB-2022-7-18

CONTRACT FOR SERVICES

Library and Recreation Department Relocation for Construction

RFP Issuance Date: July 18, 2022

Proposal Submission Deadline: 12:00 p.m., Monday, July 25, 2022

For technical information, please contact:

Jessica Jones City of Takoma Park 7500 Maple Avenue, Takoma Park, MD 20912 Phone: 301-891-7100 E-mail:<u>JessicaJ@takomaparkmd.gov</u>

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NOTICE TO POTENTIAL RESPONDENTS

REQUEST FOR PROPOSALS RFP # LIB-2022-7-18

CONTRACT FOR SERVICES Library and Recreation Department Relocation for Construction

Proposals For:	Library and Recreation Department Relocation for Construction
Publication Date:	July 18, 2022
Deadline:	Proposals are due no later than 12:00 p.m. on Friday, July 22, 2022.
Scope of Work:	The City of Takoma Park is looking for a Moving Vendor (Vendor) with experience in packing and moving libraries and offices. The Vendor will be responsible for packing and moving the contents of the Takoma Park Maryland Library, Computer Center, Recreation Department offices and designated rooms and storage areas in the Community Center. Items to be packed and moved are the library collections, files, computers, shelving and miscellaneous furniture and equipment.
Contact:	Jessica Jones, Library Director City of Takoma Park, Maryland 7500 Maple Avenue, Takoma Park, MD 20912 Phone 301-891-7259 Email: <u>JessicaJ@takomaparkmd.gov</u>

SCOPE OF SERVICES

Purpose & Background

• The Takoma Park Maryland Library (Library) and Computer Center are housed in the Takoma Park Community Center building. The campus address is 101 Philadelphia Avenue Takoma Park, MD 20912. The Library is connected to the Community Center building by an indoor walkway. The Library and Computer Center occupy a single story and approximately 12,000 square feet. The Recreation Department is adjacent to the Computer Center at 7500 Maple Avenue, Takoma Park, MD 20912 and is approximately 2200 square feet.

The Library, Computer Center, and Community Center will undergo a major remodel and expansion project in Fall 2022. In preparation for the project, staff housed in the Library and Computer Center must be removed from the building no later than August 31,2022. Staff in the Recreation Department offices and game room must be removed from the building by approximately January or February of 2023. A definitive date will be provided no later than 1 month prior to the actual move date.

Staff and building contents from the Library and Recreation Department will be moving to a space at 7505 New Hampshire Avenue, Takoma Park, MD 20912.

Responses to the RFP should include the move of the Library, Computer Center and Recreation offices to the space at 7505 New Hampshire Avenue, Takoma Park, MD 20912 in August 2022 and January/ February 2023. The RFP response should also include the return of the Library, Computer Center and Recreation offices to the location 7500 Maple Avenue, Takoma Park, MD approximately April, 2024. Please note that most items that will be in the initial move will not be returning to the Library nor recreation Department. This can be discussed during the walk-thru prior to your RFP response.

The Library, Computer Center, and Recreation Department offices will be closed during all packing preparations and moving.

Note: numbers of all volumes are approximate

Library Collections:

- Circulated Books: The library circulated books include, but are not limited to, approximately 53,000 volumes, including oversize books and children's book/CD combinations
- 2. Print reference collection, including atlases: Approximately 1,300 volumes, including oversize books
- 3. Audiobooks on CD: Approximately 1,100 audiobooks on CD
- 4. Music CDs: Approximately 2,200 music CDs, currently stored in media cabinets

5. Magazines and newspapers: Approximately 2,100 serial volumes

Library Shelving:

- 1. Book shelving: Library shelving is to be dismantled, moved to the new location, and then reinstalled
- 2. Media and serials shelving: Shelving also includes magazine racks and media shelving and cabinets

Library Office Equipment:

- 1. Copy machine: One large copier
- 2. Book carts: Approximately 24 book carts
- 3. Kitchen contents: Kitchen contents in the break room include a microwave, a toaster oven, a coffee maker, and various dishware and flatware
- 4. Safe: 1 safe
- 5. Paper cutter: 1 large paper cutter
- 6. Miscellaneous supplies representing the contents of approximately 14 staff workstations, plus shared supplies in 2 large closets, and a shared work area at the main service desk

Library Furniture:

- 1. Cubicles: 4 cubicles
- 2. Desks: 15-17 staff workstations
- 3. Chairs: 50 chairs, a mix of task chairs and conventional
- 4. Folding chairs: 1 large cart with folding chairs
- 5. Tables: 20-24 tables of varying sizes
- 6. Study carrels: 6-8 study carrels
- 7. Atlas stand: One atlas stand
- 8. File cabinets: 12-14 file cabinets of various sizes
- 9. Shelves: Approximately 12 shelves that are not used for shelving the book collections

Library Electronic Equipment:

- 1. Desktop computers: 16-18 desktop computers
- 2. Desktop monitors: Approximately 24 desktop monitors
- 3. UPS/backup power units: Approximately 12 UPS units
- 4. Phones: Approximately 12 desktop phones
- 5. Printers: 3 desktop printers and multifunction machines
- 6. Vending device: 1 vending device for the copier
- 7. Wall-mounted monitors/televisions: 1 wall-mounted monitor behind the reference desk
- 8. Projector equipment: 1
- 9. Projector Screen: 1
- 10. Easels: 3

Computer Center Office Equipment:

- 1. Printers: 3 dedicated printers
- 2. Air purifier: 1 large air purifier

Computer Center Furniture:

- 1. Public desks: 24 heavy black desks
- 2. Staff desks: 2 conventional desks for staff
- 3. Chairs and stools: 28-32 collective chairs and stools
- 4. Tables: 5-6 folding tables and at least 2 conventional tables
- 5. Shelving: 6 large shelves in the server room
- 6. Carts: 6 carts of varying sizes
- 7. Miscellaneous office furniture and supplies including a couple of small side tables, a small plastic chest of drawers, and a few boxes of files and cables

Computer Center Electronic Equipment:

- 1. Desktop computers: 7-8 desktop computers
- 2. Desktop monitors: 30-32 desktop monitors
- 3. Vending device: 1 vending device for the print station
- 4. Wall-mounted monitors/televisions: 2 wall mounted television screens and 1 smaller wall mounted monitor
- 5. UPS units: 7-8 backup power UPS units
- 6. Miscellaneous supplies in the storage/server room including several boxes of cables and peripherals (keyboards, mice, etc.)

Recreation Department Office Equipment:

- 1. Three large file cabinets with contents
- 2. Small Safe in a cabinet
- 3. Color Paper Sorter
- 4. Wheeled cart for registration desk

Recreation Department Furniture:

- 1. Six individual offices (desks, file cabinets, desk chair, guest chairs, bookcase)
- 2. Four cubicle desks (modular walls, desks, chairs, bookcase/file drawer)
- 3. Game Room Equipment (arcade basketball game, air hockey, two ping pong tables, foosball)
- 4. General recreation equipment in two storage areas in the game room (tables and chairs on racks, sporting good equipment)
- 5. Two large storage cabinets on wheels in the Multi Media Lab
- 6. 8 tables, 25 chairs, 2 file cabinets and 1 couch from the Senior Room
- 7. One large storage cabinet on wheels in the Senior Room

Recreation Department Electronic Equipment:

- 1. Copy Machine
- 2. Microwave
- 3. Dorm Size Refrigerator
- 4. Eleven computers with battery backups
- 5. Seven Mac Computers in the Multi Media Lab

Miscellaneous items to be identified by the walkthrough date

PACKING AND MOVING:

All materials will be boxed and labeled in such a manner that reassembling the collection after the remodel is complete is simple and time efficient.

- 1. Library staff will supervise the boxing and labeling of library materials for storage.
- 2. Books and other library materials will be categorized by Zone, Stack Number, Row Number, Side A or B, and possibly other identifiers to facilitate the move into storage and ultimately make the move back into the remodeled Library as efficient as possible.

The Library and Recreation office will be closed during the move, but packing activities may take place prior to the move (to be determined). Vendor shall coordinate the move with the City of Takoma Park Project Manager during both the planning stage and actual move.

Vendor shall provide all packing materials including but not limited to boxes (appropriate for library books, tapes, CD and DVDs), tape, labels, bubble wrap, moving blankets and any other materials identified by the Project Manager during the planning process. Book or machine carts may be used to move computers.

Vendors are welcome to schedule an appointment/walk-thru during normal business hours from July 19th - 22nd.

Vendor Responsibilities:

- 1. Vendor (under the direction of the Project Manager, Recreation staff, and/or Library staff) is responsible for staging, packing, labeling, loading, transporting, security and setting up of all areas and items to be moved.
- 2. Vendor may need to provide boxes and other packing materials in advance of the move.
- 3. Vendor shall be responsible for ensuring the safety of the materials in transit.
- 4. Vendor shall supply the appropriate size truck(s) for the location.

During the planning process and move, the Vendor shall provide an on-site move supervisor to attend and coordinate with the City staff in two (2) planning meetings. The on-site move supervisor who attends the planning meetings must be the same person who will be the on-

site move supervisor during the move. The Vendor's account manager shall also attend the two planning meetings.

- 1. Vendor shall also assure that employees are in uniform that are assigned to the move project and provide the Project Manager and other staff with a list of workers and supervisors. Access to work sites will only be permitted by identification.
- 2. Additional services by the Vendor shall be at the sole discretion of the City of Takoma Park and may include meetings, personnel, equipment and materials.
- 3. Vendor shall provide a cost sheet with the cost of all personnel, equipment and materials.

SUBMISSION REQUIREMENTS

The respondent shall submit one original proposal. All proposals submitted must provide complete information as indicated in this request. The submission may also include any other information that the proposer wishes to include for evaluation and consideration by the City as part of the proposal.

Questions regarding this request for proposals should be directed to the Library Director, Jessica Jones. Proposals shall be emailed to <u>JessicaJ@takomaparkmd.gov</u> The email subject line shall read "**RFP LIB-2022-7-18**". The proposal document shall be a PDF attachment. (A confirmation email will be sent within 24 hours of the receipt of a proposal email. If no confirmation is received within that time frame or before the deadline date and time, please contact Jessica Jones at 301-891-7259 to confirm that the proposal was received.)

All submissions must include the following information to be considered complete. The City reserves the right to disregard any incomplete bid responses.

- Cover Letter. A transmittal letter from a lead staff of the organization offering the proposal and certifying that the proposal and fee schedule will remain in effect for ninety (90) days after the due date. The letter should include the RFP number, and provide the name and address of the organization, and contact information for the lead staff.
- 2. Cost sheet with costs of personnel, equipment and materials.
- 3. Provide a reference list of three recent (within five years) municipal or corporate clients.
- 4. Certification of Non-Involvement in the Nuclear Weapons Industry Form Attached
- 5. Living Wage Requirements Certification Form Attached
- 6. Metropolitan Council of Governments Rider Clause Form Attached

7. Qualification and Certification Statement – Form Attached

Prior to the execution of the anticipated Contract for Services, the selected organization shall provide a Certificate of Insurance naming the City of Takoma Park, Maryland as additionally insured. Failure to provide such certification will result in the cancellation of any contract.

EVALUATION CRITERIA

The award will be made on the basis of a recommendation made by an evaluation panel comprised of City staff and authorized by formal action of the Takoma Park City Council.

A panel consisting of City staff will evaluate proposals in accordance with the requirements provided in this Request for Proposals. The recommendation of the evaluation panel will be forwarded to the City Council for consideration. Personal interview and negotiations may be conducted with one or more bidders, at the discretion of the City.

The proposals will be evaluated based on the following criteria (the criteria are listed in order of importance):

- 1. Project understanding, approach and methodology utilized in performing the scope of services for this project.
- 2. The organization hired must demonstrate a history of completing projects similar in size and scale on time and on budget.
- 3. Qualifications and experience of key personnel assigned to this project.
- 4. Proposed costs.

While cost is a factor in evaluation the proposals, it is not the sole deciding factor as the City is seeking to enter into a contract with the most capable organization at the best value.

GENERAL CONDITIONS

The General Conditions set out below apply to all formal solicitations for the City of Takoma Park, Maryland. Proposers are responsible for informing themselves of these requirements prior to submission of proposals. The term "bid" and "bidder" as used in these General Conditions shall include the term "proposal" and "offeror" or "respondent." A sample of the terms applicable to any contract resulting from this RFP are attached hereto as Exhibit 1.

Receipt of Proposals

Proposals or amendments received after the time specified below for Opening will not be considered.

Properly marked proposals attached as a PDF that are received prior to the specified time of the Opening will be kept unopened until the bid Opening date and time.

No liability shall be attached to the City or appointed City representative for the premature opening of an improperly addressed or improperly identified bid.

Opening of Proposals

Bid opening will be held at 12:00 p.m. on Friday, July 22, 2022 in the offices of the City of Takoma Library.

Unless otherwise specified by the City, all proposals submitted shall be binding for City acceptance for 90 calendar days from the date of the opening of proposals.

Award or Rejection of Proposals

A contract shall be awarded to a responsive and responsible firm or individual. The City reserves the right, in its sole discretion, to: 1) accept a proposal in part or as a whole; 2) reject any or all proposals; 3) re-advertise the Request for Proposals; 4) waive any required information set forth in this Request for Proposals; 5) select a bid and make a contract award which best serves the most effective and efficient performance of the contract services and the interests of the City; and/or 6) reject any and all proposals that comply with these Request for Proposals specifications, or to accept a higher bid proposal that complies, provided that, in the judgment of the City, the services or items offered under the higher bid proposal have additional values or functions justifying the difference in price.

The City reserves the right to personally interview bidders and to inspect the bidder's place of business, inventory, vehicles, supplies and equipment, contact references and inspect past projects prior to making a bid award.

The City also reserves the right, in its sole discretion, to reject the proposal of a bidder who has previously failed to satisfactorily perform or to timely complete a contract of a similar nature (whether for the City or for a different jurisdiction or entity) or a proposal of a bidder who, upon investigation, is not in position to perform the contract.

A written notice of the award (or acceptance of the bid) will be provided to the successful bidder within the specified acceptance period.

Changes in Specifications

The City may, during the proposal period, advise prospective respondents by bulletin or addenda of changes in information contained in the Request for Proposals. All such changes shall be deemed a part of the RFP, and shall become part of the information contained in the RFP as originally issued.

Subcontractors

Bidders may not assign or sublet the contract services or any part thereof without the prior written consent of the City Manager, or his or her duly appointed representative. Bidders must request approval in writing for any such assignment or subcontracting, including the name of such assignee or subcontractor(s) he or she intends to use, the specific services or materials to be furnished by such assignee or subcontractor, the assignee or subcontractor's place of business, and other information as the City Manager may require.

Compliance with Specifications

Bidders shall abide by and comply with the true intent of the Scope of Service detailed in the Request for Proposals and not take advantage of any unintentional error or omission.

<u>Payment</u>

Invoice for payment must be submitted in duplicate. An original and one copy shall be forwarded to the City, payment for which will be made only upon acceptance of the services or items represented by the invoice. Payment terms are net 30 unless special arrangements have been established.

Bidders shall not legally or equitably assign any of the monies payable under the contract, or its claim thereto, unless by and with the written consent of the City Manager.

Indemnification and Insurance

The bidder is responsible for any loss, personal injury, death, property damages, and any other damages of every name and description that may be done or suffered by reason of bidder's

negligence or failure to perform any contractual obligations. The bidder shall indemnify and save harmless the City of Takoma Park, its employees, officials, and agents, from and against all losses, liabilities, claims, demands, damages, suits, costs and expenses of any kind, including attorney's fees and litigation expenses, suffered or incurred due to the bidder's negligence, tortuous act or omission, or failure to perform any of its contractual obligations.

The bidder must obtain at its own cost and expense, and keep in force and effect during the term of the contract with the City for the contract work, including all extensions and renewals, the insurance specified below, with an insurance company licensed or qualified to do business in the state of Maryland. A certificate of insurance must be submitted to the City prior to the commencement of any work under the contract and prior to any contract modification extending the term of the contract, as evidence of compliance with this provision. The City of Takoma Park must be named as an additional insured on all liability policies. A minimum of thirty (30) days written notice to the City of cancellation or material change in any of the policies is required. In no event may the insurance coverage be less than that shown below, unless the requirements of this section are waived, in whole or in part, in writing by the City Manager.

<u>Coverage</u>	Amount or Limits
Workers Compensation (for bidders with employees)	
Bodily injury Accident (each)	\$100,000
Disease (policy limits)	\$500,000
Disease (each employee)	\$100,000

Commercial General Liability \$1,000,000 (Minimum combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, and independent contractors.)

Minimum Automobile Liability	
(Including owned, hired and non-owned automobiles.)	
Bodily injury, each occurrence	\$1,000,000
Bodily injury, each person	\$500,000
Property damage, each occurrence	\$300,000

Professional Liability (for professional services contracts) \$1,000,000.00 (For errors, omission, and negligent acts, per claim and Aggregate, with one year discovery period and maximum deductible of \$25,000)

Bidder's Certification of Noninvolvement in the Nuclear Weapons Industry

In order to comply with the provisions of Takoma Park Code Chapter 14.04, Nuclear-Free Zone, section 14.04.060.C, bidders must certify, by a notarized statement, that the bidder is not knowingly or intentionally a nuclear weapons producer.

Living Wage Requirement

This Request for Proposals is subject to the City of Takoma Park's living wage requirement for service contracts. The "Living Wage Requirements Certification" must be completed and submitted with your proposal. If you fail to submit and complete the required material information on the Living Wage Requirements Certification, then your proposal is unacceptable under City of Takoma Park law and will be rejected.

The current mandatory living wage rate, payable by a contractor and any subcontractor to employees under the City's living wage law, is \$16.00 per hour through June 30, 2023. The living wage rate is adjusted as of July 1 of each year to reflect the most current Montgomery County living wage rate and shall be applicable to any contract awarded thereafter until the date of the next adjustment. Notice of adjustments to the living wage rate can be found on the City's website (www.takomaparkmd.gov). Also, the City's living wage law–Takoma Park Code § 7.08.150 et. seq. is available at the same website.

Rejection of Proposals

The City of Takoma Park has the right, in its sole and absolute discretion, to reject any and all proposals in the best interests of the City, to accept or reject any part of any proposal, to waive any technical or formal defect therein, and to elect not to proceed with the process set forth in this Request for Proposals.

Conflict of Interest

No employee or officer of the City, or his or her immediate family member, shall be permitted to any share or part of this contract or to any benefit that may arise from this contract.

QUALIFICATION AND CERTIFICATION STATEMENT

NAME OF ENTITY				
Business Address				
Telephone Number			Fax	
Web Site				
AUTHORIZED REPRESENTATIVE				
Name	Title			
Telephone Number (Office)		(Cell)		
E-Mail				

ORGANIZATIONAL STRUCTURE

Identify the legal structure of the entity responding to the Request for Proposals and include requested information with this submission.

- A.1. A corporation incorporated under the laws of the State of Maryland, and in good standing to do business in the State of Maryland.
- A.2. List the name of the corporation and the names and titles of the corporation's directors and officers:
- □ B.1. A corporation incorporated under the laws of (insert jurisdiction)
- B.2. The foreign corporation is registered or qualified and in good standing to do business in the State of Maryland.
- B.3. List the name of the corporation and the names and titles of the corporation's directors and officers:
- C. A sole proprietor doing business under his/her individual name. Individual name:
- D. A sole proprietor doing business under a trade or business name (for example, John Doe t/a Doe Masonry). List individual name and the trade or business name:
- E. A partnership. List the type of partnership and the names of all general partners:
- □ F.1. A limited liability company organized under the laws of the State of Maryland and authorized and in good standing to do business in the State of Maryland.
- □ F.2 List the limited liability company name and the names of all members:
- G.2. The foreign limited liability company is authorized and in good standing to do business in the State of Maryland.
- G.3. List the foreign limited liability company name and the names of all members:
- □ H. Other (explain):

CERTIFICATION

The undersigned proposes to furnish and deliver all labor, supplies, material, equipment, or services in accordance with specifications and stipulations contained in the Invitation for Bids or the Request for Proposals for the prices listed on the enclosed Price Proposal Sheet, if any, and/or upon the terms and conditions set forth in the proposal.

The undersigned certifies that this bid/proposal is made without any previous understanding, agreement or connection with any person, firm, or corporation submitting a bid or proposal for the same labor, supplies, material, equipment, or services and is, in all respects fair and without collusion or fraud. The undersigned further certifies that he/she is authorized to sign for the Respondent.

Respondent Name (print): _____

Title:

By: _____

(Signature) (Date)

CERTIFICATION OF NON-INVOLVEMENT IN THE NUCLEAR WEAPONS INDUSTRY

KNOW ALL PERSONS BY THESE PRESENTS:

Pursuant to the requirements of Chapter 14.04 of the Takoma Park Code, the Takoma Park Nuclear Free Zone Act, the undersigned person, firm, corporation or entity hereby certifies that he/she/it is not knowingly or intentionally a nuclear weapons producer.

Note: The following definitions apply to this certification per section 14.04.090: A "nuclear weapons producer" is any person, firm, corporation, facility, parent or subsidiary thereof or agency of the federal government engaged in the production of nuclear weapons or its components.

"Production of nuclear weapons" includes the knowing or intentional research, design, development, testing, manufacture, evaluation, maintenance, storage, transportation or disposal of nuclear weapons or their components.

"Nuclear weapon" is any device the sole purpose of which is the destruction of human life and property by an explosion resulting from the energy released by a fission or fusion reaction involving atomic nuclei.

"Component of a nuclear weapon" is any device, radioactive substance or nonradioactive substance designed knowingly and intentionally to contribute to the operation, launch guidance, delivery or detonation of a nuclear weapon.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this day of ______, 2022.

Name of Firm		
D		
Print Name and Titl		
State of	, County of	
Subscribed and swo	orn to before me this day of	, 2022.
Notary Public		

My commission expires

Failure to complete this Certification will cause your bid to be considered non-responsive.

LIVING WAGE REQUIREMENTS CERTIFICATION (Takoma Park Code. section 7.08.170.B)

(10.00	
Business Name:	
Street Address	
City, State, Zip	
Phone Number	Fax Number
E-Mail	
	and information of the individual designated by your ance with the City's living wage requirements, unless exempt B below):
Contact Name	
Title	
Phone Number	Fax Number
E-Mail	

CHECK ALL APPROPRIATE LINES BELOW THAT APPLY IN THE EVENT THAT YOU ARE AWARDED THE CONTRACT AND BECOME A CONTRACTOR.

Living Wage Requirements Compliance

This Contractor is a covered employer will comply with the requirements of the City of Takoma Park Living Wage Law (*Takoma Park Code*, Section 7.08.150 *et. seq*.). Contractor and its subcontractors will pay all employees who are not exempt from the wage requirements and who perform measurable work for the City related to any contract for services with the City, the living wage requirements in effect at the time of the City contract. The bid price submitted under this procurement solicitation includes sufficient funds to meet the living wage requirements.

Exemption Status (if applicable)

This Contractor is exempt from the living wage requirements because:

The total value of the contract for services (based on the bid or proposal being submitted under this procurement solicitation) is less than \$20,000.00.

It is a public entity.

	It is a nonprofit organization that has qualified for an exemption from federal income taxes
und	er Section 501c(3) of the Internal Revenue Code.

A contractor who is prohibited from complying with the City's living wage requirements by the terms of an applicable federal or state program, contract, or grant requirement. (Must specify the law and/or furnish a copy of the contract or grant.)

Living Wage Requirements Reduction

This Contractor provides health insurance to the employees who will provide services to the City under the City contract and it desires to reduce its hourly rate paid under the living wage requirements by an amount equal to, or less than, the per employee hourly cost of the employer's share of the health insurance premium. This Contractor certifies that the per employee hourly cost of the employee hourly cost of the employer's share of the employer's share of the employer's share of the employer's share of the premium for that health insurance is $\frac{1}{2}$.

(Must submit supporting documentation showing the employee labor category of all employee(s) who will perform measurable work under the City contract, the hourly wage the Contractor pays for that employee labor category, the name of the health insurance provider and plan name, and the employer's share of the monthly health insurance premium.)

Contractor Certification and Signature

Contractor submits this certification in accordance with *Takoma Park Code* section 7.08.170.B. Contractor certifies, under penalties of perjury, that all of the statements and representations made in this Living Wage Requirements Certification are true and correct. Contractor and any of its subcontractors that perform services under the resultant contract with the City of Takoma Park, will comply with all applicable requirements of the City's living wage law.

Authorized corporate, partner, member or proprietor signature

Print name

Title of authorized person

METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS RIDER CLAUSE

USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS COMMITTEE

- A. If authorized by the Bidder(s), resultant contract(s) will be extended to any or all of the listed members as designated by the Bidder to purchase at contract prices in accordance with contract terms.
- B. Any member utilizing such contract(s) will place its own order(s) directly with the successful Contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).
- C. A negative reply will not adversely affect consideration of our bid/proposal.
- D. It is the awarded vendor's responsibility to notify the members shown below of the availability of the Contract(s).
- E. Each participating jurisdiction has the option of executing a separate contract with-the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and no limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction
- F. The issuing jurisdiction shall not be held liable for any costs or damages, incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:

YES NO JURISDICTION Alexandria, Virginia Alexandria Public Schools Arlington County, Virginia **Arlington County Public Schools** Bowie, Maryland College Park, Maryland Culpepper County, Virginia **District of Columbia District of Columbia Public Schools District of Columbia Water & Sewer Authority** Fairfax, Virginia Fairfax County, Virginia Fairfax County Water Authority Falls Church, Virginia

		Fauquier County Schools & Government, Virginia
		Frederick County, Maryland
\Box	\square	Frederick County Public Schools
\Box	\Box	Gaithersburg, Maryland
\Box	\Box	Greenbelt, Maryland
		Herndon, Virginia
		Loudoun County, Virginia
		Manassas, Virginia
		Maryland-National Capital Park & Planning Commission
		Metropolitan Washington Airports Authority
		Metropolitan Washington Council of Governments
		Montgomery College
		Montgomery County, Maryland
		Montgomery County Public Schools
		Prince George's County, Maryland
		Prince George's County Public Schools
		Prince William County, Virginia
		Prince William County Public Schools
		Prince William County Service Authority
		Rockville, Maryland
		Stafford County, Virginia
		Takoma Park, Maryland
		Vienna, Virginia
		Washington Metropolitan Area Transit Authority
		Washington Suburban Sanitary Commission