

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VIRGINIA 22201

NOTICE OF CONTRACT AWARD

TO:	DATE ISSUED:	MAY 20, 2016
ST. ONGE GROUP, D/B	CONTRACT NO.:	16-120-ITB-LW
MPS UTILITIES	CONTRACT TITLE:	DES – CLEAN & INSPECT CATCH BASINS & STORM SEWERS
5512 OAKWOOD ROAD	PRIOR REFERENCE NO:	N/A
ALEXANDRIA, VA 22310		

THIS IS A NOTICE OF CONTRACT AWARD AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

Your firm is awarded the above referenced contract. The contract term covered by this Notice of Award is effective IMMEDIATELY and expires on MARCH 31, 2021.

The contract documents consist of the terms, conditions, and specifications of Invitation to Bid No. 16-120-ITB and the bid of the Contractor, incorporated herein by reference.

CONTRACT PRICING:

- 1) REFER TO CONTRACTOR'S BID FORM
- 2) PRICING IS FIRM THROUGH MARCH 31, 2018. PRICE ADJUSTMENTS THEREAFTER BASED ON NOVEMBER CPI-U.

ATTACHMENTS:

- 1) CONTRACTOR'S BID FORM
- 2) SCOPE OF SERVICES

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: DAVID SKELLENGER/JAMES SHORT

VENDOR TEL. NO.: 703-313-6771

VENDOR PAYMENT TERMS: NET 30 DAYS

VENDOR FAX. NO.: 703-313-6772

EMAIL ADDRESS: mpsutilities@aol.com

COUNTY CONTACT: HUNG TRAN

COUNTY TEL. NO.: 703-228-7730

CONTRACT AUTHORIZATION

DISTRIBUTION



Krystyna Hepler, CPPB
Assistant Purchasing Agent

VENDOR: 1
5/20/2016
DATE

SCOPE OF SERVICES

1. DEFINITIONS

Catch Basin: A standard catch basin structure has one five inch high open throat, and is eight feet six inches (8.5 feet) long by four feet (4 feet) wide. Depth will vary by location, but catch basins are typically three (3) to five (5) feet deep. Pre-cast catch basins will have a throat that is approximately eight by four feet in dimension aligned over a three (3) or four (4) foot diameter manhole where pipes are connected. The majority of the County's catch basins are not pre-cast, therefore, the typical catch basin has a volume of approximately 136 cubic feet, assuming a depth of four feet.

Grate Inlet: A standard grate inlet structure is four (4) feet by four (4) feet. Depth will vary by location, but grate inlet structures are typically three (3) to five (5) feet deep.

2. CONTRACTOR'S PERSONNEL & EQUIPMENT

The Contractor's personnel shall at all times wear appropriate Personal Protective Equipment ("PPE"), including, but not limited to, safety vests, required to meet Occupational Safety and Health Administration ("OSHA") standards. The Contractor shall have in place proper training, procedures and supervision to ensure that all personnel obey all safety rules and regulations.

The Contractor shall have in their possession prior to commencement of any work all necessary equipment and personnel to perform work under this contract. The Contractor's equipment shall meet minimum requirements of OSHA and Virginia Occupational Safety and Health ("VOSH") specifications. The Contractor's equipment and operations shall be capable of completely removing debris from the catch basins and grate inlets.

The County will provide two (2) sets of maps clearly identifying catch basins and grate inlets to the Contractor's Project Manager after Contract award. These maps will also indicate which structures the Virginia Department of Transportation ("VDOT") maintains and are not included in this Contract. The Contractor will be responsible for cleaning catch basins and grate inlets, as well as inspection and cleaning of storm sewer pipes within the County, as specified by the County Project Officer.

The Contractor shall commence work with sufficient personnel and equipment to perform the operation within seven (7) calendar days of receipt of verbal or written notification from the County Project Officer to the Project Manager.

The Contractor shall remove and replace all manhole/catch basin and grate inlets covers, grates or access plates in order to perform the operations. The Project Manager shall notify the Project Officer verbally or in writing when the work is complete. The Project Officer will review and verify completion of the work within seventy-two (72) hours after notification. When notified by the Project Officer, the Contractor shall correct incomplete or deficient work within 48 hours of the notification.

All Contractor's employees assigned to this contract must maintain the OSHA Confined Space Safety Training Title 29 Code of Federal Regulations Part 1910.146 "Permit- Required Confined Spaces" throughout the duration of this contract.

3. CONTRACTOR'S QUALIFICATIONS AND QUALITY ASSURANCE

The Contractor must have an established Safety Manual and certification/training program for its employees, as well as Quality Control/Quality Assurance program. At any time, throughout the Term of

the Contract, the Contractor shall provide the Safety Manual, certification/training program, and Quality Control/Quality Assurance program documents at the County Project Officer's request within 5 business days from the County's request.

4. DAILY REPORT

The Project Manager shall submit to the Project Officer a Daily Work Completion Summary within sixteen (16) hours after the catch basins and grate inlets and storm sewer operation has been performed. This summary shall include, at a minimum, number of Contractor's personnel used, type and amount of equipment used, work location, date and time work was performed, number and type of structures cleaned, number and type of structures inspected, volume or weight removed from cleaned structures, and any accidents or anything unusual that happened within the work area. The Contractor shall clearly identify in the daily report the inspected areas that require repairs. The Project Officer will inspect the work site within seventy two (72) hours of receiving the Daily Work Completion, and will inform the Project Manager of any unacceptable areas or locations where additional work is necessary.

5. CLEANING OF CATCH BASINS AND GRATE INLETS

The Contractor shall inspect approximately 4,400 catch basins and 800 grate inlets per calendar year to determine which should be cleaned. The criterion for cleaning a structure shall be 0.5 cubic feet of material or more. The Project Manager shall submit to the Project Officer a weekly written report identifying all structures inspected and all structures determined to require cleaning. The Project Officer will identify to the Project Manager which catch basins and grate inlets shall be cleaned.

Catch basins and grate inlets shall be cleaned in such a manner that all material within the structure (i.e. sand, dirt, road debris, leaves, tree limbs, trash, organic growth, etc.) is removed by vacuuming, other mechanical means, or other manual means. Materials removed from catch basins and grate inlets shall not be flushed downstream; the Contractor shall remove these materials from the structures and dispose at a commercial facility that accepts materials of this nature. Cleaning of the catch basins and grate inlets shall include the gutter, mouth, throat and body of each structure. All catch basins and grate inlets cleaned shall be visually free from material or debris that is not part of the structure.

The Contractor shall permanently dispose of all collected waste material at an approved landfill or waste site. The Project Manager shall provide the Project Officer with documentation from the disposal site citing the weight of material removed.

a. Method of Payment

The County will pay the Contractor for each catch basin and grate inlet inspected and cleaned. The price bid for cleaning the structures shall include cleaning of the gutter, mouth, throat and/or grate as well as the floor and body of the structure; and all costs of mobilization, debris containment, disposal, dumping fees, equipment, tools, required daily reports, and labor necessary to remove and dispose of the debris taken from the Catch basins and grate inlets. Catch basin and grate inlet depths are measured from top of cover to bottom of structure.

6. CLEANING AND INSPECTION OF STORM SEWER SYSTEM

The Contractor shall clean, inspect and televise various line segments in the County's storm sewer system. The Contractor shall not clean pipes without the approval of County Project Officer; clogged pipes shall be reported to the Project Officer on the daily report.

Bidders shall submit their per-foot prices for cleaning and inspection of: 12, 15, 18, 21, 24, 27, 30, 33, 36 and 42 inch diameter pipes, as shown on the Bid Form.

The annual storm sewer system cleaning and inspection activity under this Contract is estimated to be:

Lines with dual manhole access:

12" - 1,604 feet
15" - 28,252 feet
18" - 13,311 feet
21" - 4,510 feet
24" - 12,554 feet
27" - 5,431 feet
30" - 3,857 feet
33" - 672 feet
36" - 5,647 feet
42" - 2,595 feet

There is up to 1,500 feet total of 6", 8" and 10" pipes that may be required to be cleaned and inspected as part of this Contract which will be paid for at the unit price bid for 12" pipe.

a. Video Material

Prior to video inspection, the designated sewer lines shall be cleaned by hydraulically propelled, high-velocity jet equipment. The cleaning equipment shall be capable of removing dirt, grease, rocks, mud, sand, gravel, bricks, minor root intrusion, and other materials and obstructions from the sewer lines and manholes. Pipe walls shall be cleaned as to allow the identification of items such as, by way of illustration and not limitation: structural defects, misaligned joints, internal corrosion, and infiltration sources.

The Contractor shall remove and legally dispose of all debris removed from the County sewer lines during the cleaning process. Material cleaned from the pipe shall not be flushed downstream; it shall be disposed of at an approved landfill.

The Contractor is allowed to dump water only at the Arlington Water Pollution Control Plant (WPCP), located at 3202 S. Glebe Road. The Project Manager shall coordinate the disposal of the water through the County Project Officer.

The video recording camera shall be moved through the line in either direction at a moderate rate, stopping when necessary to permit proper identification of the sewer's condition. In no case shall the camera speed exceed thirty (30) feet per minute.

If, during the inspection operation, the camera will not pass through the entire line segment, the Contractor shall set up the equipment so that the inspection can be performed from the opposite manhole. If the camera fails to pass through the entire line segment, the inspection shall be considered complete and no further inspection shall be required on the line segment. The Contractor will only be paid for the length of pipe televised. The Contractor must notify the County Project Officer immediately if they encounter such blocked line segment.

The Contractor's camera shall be positioned as close to the center of the pipe as possible to ensure adequate inspection of all pipe surfaces. The camera shall be equipped with appropriate lighting (corresponding to pipe size) to ensure defects can be identified.

The Contractor shall, at no expense to the County, re-clean sewers that are not properly cleaned

and that hinder the identification of sewer defects. Sewer cleaning shall be properly coordinated with the video inspection to avoid duplication of efforts.

The Contractor shall provide the County color DVDs of the televised lines with its invoice for the work. The DVD shall show a minimum of ninety percent (90%) of pipe. DVDs shall be numbered and the images contained within shall be clearly identifiable, as determined by the Project Officer. The Contractor shall temporarily block or restrict flow in sewers with continuous flow to ensure inspection of the bottom surface of the pipes. As such, inspections of pipe shall not be performed during periods of significant wet weather and shall be suspended temporarily as necessary during intermittent rain showers. DVDs showing lines running more than ten percent (10%) full will be rejected. Lines less than 20 feet may be visually inspected rather than video recorded. Such inspections shall be documented with written reports as to defects observed, and a photograph in hard copy and digital format. Such lines shall still be cleaned as necessary to complete such inspections.

The Contractor shall produce and maintain videoed inspection records (logs), which shall be kept accurate on a daily basis. At a minimum, the records shall show the date of video inspection, the line segment videoed (Manhole to Manhole), size of pipe, length of pipe, type of pipe material, any deformation in the pipe, including cracks, missing sections of pipe and deterioration. Log sheets shall also include pipe distances and tape counter numbers for the start of each inspection on the log. The Contractor shall maintain and format all sewer videoed inspection records per requirements set forth below, and in accordance with any additional instructions issued by the Project Officer.

The following information, at a minimum, shall be noted on the DVDs as well as on the written logs:

- a. Tape counter number corresponding to the start of the inspection for each pipe section;
- b. Upstream and downstream manhole numbers;
- c. Street name;
- d. Date and time of day of inspection;
- e. Size of pipe;
- f. Actual length of pipe; and
- g. Pipe material;
- h. Pipe connections between manholes; and
- i. Description of damage.

The Contractor shall notify the Project Officer before any work begins on private property. The Contractor shall then obtain written permission from the property owner prior to commencing the work.

b. Invoicing

The Contractor shall submit all log sheets and corresponding DVDs along with the invoices for County Project Officer approval. Invoices accompanied by incomplete records, or records that do not meet the requirements listed below will not be paid until the Contractor provides the full and correct records.

7. MAINTENANCE OF TRAFFIC

The Contractor shall be responsible for maintaining traffic flow, and for protection and safety of vehicles and pedestrians in the area affected by the work. The Contractor shall provide all signs, barricades, flashers, and flag-personnel required to maintain traffic flow and safety. Signs and other traffic control devices must be in accordance with the most current VDOT standards. The Contractor shall provide at least one employee at each site where traffic control is required, to provide traffic control. Such employees must be VDOT certified flaggers trained on Basic Work Zone Traffic Control.

Maintenance of traffic shall be provided at no additional cost to the County.

8. SUBCONTRACTING

If the Contractor plans to utilize subcontractors in performance of work under this contract, the Contractor must provide the County with a list of subcontractors prior to beginning of work. All subcontractors shall be fully qualified to perform the work and shall adhere to all provisions of this contract. The Contractor shall be held fully responsible for the performance of all subcontracted work, and the County, at its own discretion, will have the right to request that the Contractor remove and replace a not qualified or non-performing subcontractor with an alternate subcontractor acceptable to the County.

9. DAMAGE CLAIMS

The Contractor shall continuously maintain protection of all its work from damage and shall protect the County's property from damage or loss arising in connection with this Contract. The Contractor shall also be responsible for any site restoration of any damage done to private property or in the public right of way resulting from their work performed under the contract, at no expense to the County.

The Contractor shall make good any such damage, or loss, except such as may be caused by agents or employees of the County.

The Contractor shall be responsible for resolution of any and all damage claims resulting from operations provided under this contract. Claims made to Arlington County as a result of operations provided under this contract will be referred to the Contractor for resolution. Failure to properly respond to and resolve damage claims will constitute unsatisfactory performance and may result in cancellation of the contract.

The Contractor shall respond to all complaints within 24 hours.

10. COUNTY RESPONSIBILITIES

The Project Officer will: supply the Contractor with storm sewer drawings and list line segments to be video-recorded; provide a Fire Hydrant Permit for obtaining water; make arrangements to have buried manholes uncovered and raised; and assist the Contractor with the arrangements to enter private property.

11. COST OF DISPOSAL OF WASTE AT LANDFILL

The price bid for disposal of waste shall be the sum of dumping fee and delivery charge per load to the landfill.

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT

INVITATION TO BID NO. 16-120-ITB

BID FORM

SUBMIT TWO (2) FULLY-COMPLETED AND SIGNED BID FORMS TO THE OFFICE OF THE BID CLERK, SUITE 511, 2100 CLARENDON BLVD., ARLINGTON, VIRGINIA, 22201 (ONE FORM SHALL CONTAIN AN ORIGINAL LONGHAND SIGNATURE; THE OTHER SHALL BE A PHOTOCOPY OF THE SIGNED ORIGINAL)

BIDS WILL BE OPENED AT 3:00 P.M., ON MARCH 29, 2016

FOR PROVIDING CATCH BASIN AND GRATE INLET INSPECTION AND CLEANING SERVICES; AND FOR CLEANING, INSPECTION AND PRODUCTION OF VIDEO INSPECTION RECORDS OF VARIOUS LINE SEGMENTS IN THE COUNTY'S STORM SEWER SYSTEM PER THE TERMS, CONDITIONS AND SPECIFICATIONS OF THIS SOLICITATION:

I. CATCH BASIN & GRATE INLET CLEANING & INSPECTION

<u>DESCRIPTION</u>	<u>EST. QTY</u>	<u>UNIT PRICE/EACH</u>	<u>TOTAL PRICE</u>
A. Catch Basin Inspections	4,400	\$ <u>3.00</u>	\$ <u>13,200.00</u>
B. Grate Inlet Inspections	800	\$ <u>2.00</u>	\$ <u>1,600.00</u>
C. Catch Basin Cleanings	2,200	\$ <u>35.00</u>	\$ <u>77,000.00</u>
D. Grate Inlet Cleanings	400	\$ <u>4.00</u>	\$ <u>1,600.00</u>
SUBTOTAL I.A. through I.D.			\$ <u>93,400.00</u>

II. STORM SEWER SYSTEM CLEANING & INSPECTION

<u>DESCRIPTION</u>	<u>EST. QUANTITY</u>	<u>UNIT PRICE/FOOT</u>	<u>TOTAL PRICE</u>
A. 12" pipe	1,604 feet	\$ <u>.75</u>	\$ <u>1,203.00</u>
B. 15" pipe	28,252 feet	\$ <u>1.00</u>	\$ <u>28,252.00</u>
C. 18" pipe	13,311 feet	\$ <u>.95</u>	\$ <u>12,645.50</u>
D. 21" pipe	4,510 feet	\$ <u>.90</u>	\$ <u>4,059.00</u>
E. 24" pipe	12,554 feet	\$ <u>.80</u>	\$ <u>10,043.20</u>

BIDDER NAME: Sy. Dwy Corp. o/b MPA Utilities

F. 27" pipe	5,431 feet	\$ <u>.75</u>	\$ <u>4,073.20</u>
G. 30" pipe	3,857 feet	\$ <u>.80</u>	\$ <u>3,085.60</u>
H. 33" pipe	672 feet	\$ <u>.70</u>	\$ <u>470.40</u>
I. 36" pipe	5,647 feet	\$ <u>.80</u>	\$ <u>4,517.60</u>
J. 42" pipe	2,595 feet	\$ <u>.80</u>	\$ <u>2,076.00</u>
SUBTOTAL II.A. through II.J.			\$ <u>70,425.80</u>

III. DISPOSAL OF WASTE AT LANDFILL

<u>DESCRIPTION</u>	<u>EST. QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
A. Dumping Fees	250 ton	\$ <u>.25</u> /ton	\$ <u>6,250.00</u>
B. Delivery Charge	15 loads	\$ <u>100</u> /load	\$ <u>1,500.00</u>
SUBTOTAL III.A. and III.B.			\$ <u>7,750.00</u>

TOTAL BID PRICE (I + II + III) \$ 177,575.80

MINIMUM QUALIFICATION REQUIREMENTS:

Provide documentation demonstrating compliance with the mandatory minimum qualification requirements listed below. BIDS SUBMITTED WITHOUT FULL SUPPORTING DOCUMENTATION MAY BE CONSIDERED NONRESPONSIVE.

1. The Bidders must have been in business performing similar services for at last 5 years. Bidders must submit a list of commercial or governmental contracts held within the last 5 years from the date of issuance of this ITB (a minimum one contract per year must be shown).
2. Provide at least 3 references in the spaces below for similar work performed for commercial or governmental organizations, all of which must be within the past five (5) years.

REFERENCE 1: Contact Name: HUNG TRAN
 Organization: ARLINGTON COUNTY
 Phone Number: 571-238-2315
 E-mail Address: LTRAN@ARLINGTONVA.US
 Contract/Project Name: CLEAN + INSPECT POTABLE BASINS
 Contract/Project Dates (from-to): 12-06-2010 to 11-30-2015
 Contract/Project Description: CLEAN INLETS, CLEAN PIPE, CCTV PIPE INSPECTION

BIDDER NAME: N-Day Corp /to MPA Utilities

REFERENCE 2: Contact Name: Peter Boiko
Organization: F. H. Paschen, S. N. Nielsen GC
Phone Number: 703 245 0280
E-mail Address: pboiko@fhpaschen.com
Contract/Project Name: 2015 CLEAN AND CCTV Phase 3 #176167
Contract/Project Dates (from-to): 9-28-2015 to 02-23-2016
Contract/Project Description: CLEAN + CCTV Specified Storm drain systems

REFERENCE 3: Contact Name: Phil Atkins
Organization: Apex Companies, LLC
Phone Number: 703 396 6730 ext # 4304
E-mail Address: patkins@apexcos.com
Contract/Project Name: _____
Contract/Project Dates (from-to): 10-5-2012 to present
Contract/Project Description: CLEAN + CCTV VARIOUS LOCATION THROUGHOUT VIRGINIA

The undersigned understands and acknowledges the following:

The official, true, and complete copy of the solicitation documents, WHICH SHALL INCLUDE ALL ADDENDUMS THERETO, is the electronic copy of the solicitation documents provided at the County Purchasing Agent's website (<http://www.arlingtonva.us/purchasing>).

Each bidder is responsible for determining the accuracy and completeness of ALL solicitation documents they receive, including documents obtained from the County, and documents obtained from all other sources.

TRADE SECRETS OR PROPRIETARY INFORMATION:

Trade secrets or proprietary information submitted by a bidder in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, Section 4-111 of the Arlington County Purchasing Resolution states that the bidder must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

BIDDER NAME: N-Dinc Corporation P/B M/S Utilities

Please mark one:

- No, the bid I have submitted does not contain any trade secrets and/or proprietary information.
- Yes, the bid I have submitted does contain trade secrets and/or proprietary information.

If Yes, you must clearly identify below the exact data or other materials to be protected and list all applicable page numbers of the bid containing such data or materials:

State the specific reason(s) why protection is necessary:

If you fail to identify the data or other materials to be protected and state the reasons why protection is necessary in the space provided above, you will not have invoked the protection of Section 4-111 of the Purchasing Resolution. Accordingly, effective upon the award of contract, the bid will be open for public inspection consistent with applicable law.

CERTIFICATION OF NON-COLLUSION: The undersigned certifies that this bid is not the result of, or affected by, any act of collusion with another person (as defined in the Code of Virginia § 59.1-68.6 et seq.), engaged in the same line of business or commerce; or any act of fraud punishable under the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.).

CONTACT PERSON AND MAILING ADDRESS FOR DELIVERY OF NOTICES

Provide the name and address of the person designated by the Bidder to receive notices and other communications (Refer to section headed Notices in the Contract Terms and Conditions of this solicitation for further details):

NAME: David D. Skelenger / James Short

ADDRESS: 5512 Oakwood Road
Alexandria, VA 22316

E-MAIL: MSUtilities@ADL.COM

THE PROPER LEGAL NAME OF THE FIRM OR ENTITY SUBMITTING THIS BID MUST BE WRITTEN IN THE SPACE PROVIDED BELOW. THIS BID FORM, AND ALL OTHER DOCUMENTS REQUIRED BY THE INVITATION TO BID TO BE SUBMITTED WITH THIS BID FORM, INCLUDING, BUT NOT LIMITED TO ALL ISSUED ADDENDUMS, MUST BE FULLY AND ACCURATELY COMPLETED AND SIGNED BELOW BY A PERSON AUTHORIZED TO LEGALLY BIND THE BIDDER, OR THE BID MAY BE REJECTED:

AUTHORIZED SIGNATURE: Michael G. St. Onge

PRINT NAME AND TITLE: Michael G. St. Onge Sec/Treas

INDICATE THE NAME AND CONTACT INFORMATION OF THE PERSON WHO CAN RESPOND AUTHORITATIVELY TO ANY QUESTIONS REGARDING THIS BID AND THE CONTRACT, IF AWARDED (I.E. PROJECT MANAGER):

NAME (PRINTED): David Skellenjes TITLE: Superintendent

E-MAIL ADDRESS: MStOnge@MPSUtilities.com TEL. NO.: 703 928-7458 (cell)

SUBMITTED BY: (LEGAL NAME OF ENTITY) <u>St. Onge Corporation d/b MPS Utilities</u>	
ADDRESS: <u>5512 Oakwood Road</u>	
CITY/STATE/ZIP: <u>Alexandria, VA 22310</u>	
TELEPHONE NO: <u>703 513 6771</u>	FACSIMILE NO.: <u>703 313 6772</u>
THIS FIRM IS A: • INSERT NAME OF STATE _____ <input checked="" type="checkbox"/> CORPORATION, ___ GENERAL PARTNERSHIP, ___ LIMITED PARTNERSHIP, ___ UNINCORPORATED ASSOCIATION, ___ LIMITED LIABILITY COMPANY, ___ SOLE PROPRIETORSHIP	
IS FIRM AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VA? <u>Yes</u>	
IDENTIFICATION NO. ISSUED TO THE FIRM BY THE SCC:	<u>0397835-0</u>
ANY BIDDER EXEMPT FROM SCC AUTHORIZATION REQUIREMENT SHALL INCLUDE A STATEMENT WITH ITS BID WHY THEY ARE NOT REQUIRED TO BE SO AUTHORIZED	
IS YOUR FIRM OR ANY OF ITS PRINCIPALS CURRENTLY DEBARRED FROM SUBMITTING BIDS TO ARLINGTON COUNTY, VIRGINIA, OR ANY OTHER STATE OR POLITICAL SUBDIVISION?	
BIDDER STATUS:	MINORITY OWNED: <input type="checkbox"/>
WOMAN OWNED: <input checked="" type="checkbox"/>	NEITHER: <input type="checkbox"/>

METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS (COG)
RIDER CLAUSE

PERTAINING TO THE USE OF CONTRACT(S) BY MEMBERS OF 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 a bidder's 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 not 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.

Continued on next page

BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:

YES/NO JURISDICTION

- Alexandria, Virginia
- Alexandria Public Schools
- Alexandria Sanitation Authority
- Arlington County, Virginia
- Arlington County Public Schools
- Bladensburg, Maryland
- Bowie, Maryland
- Charles County Public Schools
- College Park, Maryland
- Culpeper County, Virginia
- District of Columbia
- District of Columbia Courts
- District of Columbia Public Schools
- District of Columbia Water and Sewer Authority
- Fairfax, Virginia
- Fairfax County, Virginia
- Fairfax County Water Authority
- Falls Church, Virginia
- Fauquier County Schools and Government, Virginia
- Frederick, Maryland
- Frederick County, Maryland
- Gaithersburg, Maryland
- Greenbelt, Maryland
- Herndon, Virginia
- Leesburg, Virginia
- Loudoun County, Virginia
- Loudoun County Public Schools
- Loudoun County Sanitation Authority
- Manassas, Virginia
- City of Manassas Public Schools
- Manassas Park, Virginia
- Maryland-National Capital Park and Planning Commission

YES/NO JURISDICTION

- Metropolitan Washington Airports Authority
- Metropolitan Washington Council of Governments
- Montgomery College
- Montgomery County, Maryland
- Montgomery County Public Schools
- OmniRide
- Prince George's County, Maryland
- Prince George's Public Schools
- Prince William County, Virginia
- Prince William County Public Schools
- Prince William County Service Authority
- Rockville, Maryland
- Spotsylvania County Schools
- Stafford County, Virginia
- Takoma Park, Maryland
- Upper Occoquan Sewage Authority
- Vienna, Virginia
- Virginia Railway Express
- Washington Metropolitan Area Transit Authority
- Washington Suburban Sanitary Commission
- Winchester, Virginia
- Winchester Public Schools

BIDDER'S LEGAL NAME:

H. Dwyer Corporation 0/3 MBS Participants

DATE OF BID: 03/29/2016