NOTICE OF AWARD OF CONTRACT

TO:  
Columbia Heights Community MarketPlace  
1380 Monroe St. NW, #605  
Washington, DC 20010

DATE ISSUED:  
April 3, 2015

CURRENT CONTRACT NO:  
684-15

CONTRACT TITLE:  
DPR – Arlington Farmers’ Market Management

PRIOR CONTRACT NO:  

THIS IS A NOTICE OF AWARD OF CONTRACT 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 in accordance with the response submitted by you on March 3, 2015. The contract term covered by this Notice of Award is effective IMMEDIATELY and expires on DECEMBER 30, 2020.

The contract documents consist of the terms, conditions, and specifications of Invitation to Bid No. 684-15 and the bid of the Contractor, incorporated herein by reference.

CONTRACT PRICING:

1) REFER TO CONTRACTOR’S BID FORM (ATTACHED)
2) PRICING FIRM FOR CONTRACT TERM, AS SPECIFIED ON BID FORM

ATTACHMENTS:

1) SPECIFICATION EXCERPT
2) PRICING SHEET

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: Robert Schubert  
TELEPHONE NO.: 202-487-6493  
EMAIL ADDRESS: rschubert@cfwdc.org

VENDOR PAYMENT TERMS: NET 30 DAYS

COUNTY CONTACT: Kimberly Haun  
TELEPHONE NO.: 703-228-7872  
EMAIL ADDRESS: khaun@arlingtonva.us

CONTRACT AUTHORIZATION

Krystyna Hepler, CPPB  
Procurement Officer  
4/3/2015

DISTRIBUTION

VENDOR:  
BID FOLDER:  
1  
2

Date
SPECIFICATIONS EXCERPT

Background

The Arlington Farmers' Market at Courthouse Plaza is one of the longest running farmers’ markets in Northern Virginia, in operation since the mid-1970's. Some of the original vendors still participate in the market today. The market was established in conjunction with Virginia Cooperative Extension (VCE). The market was originally managed by VCE until 2006, when VCE determined that it no longer had the capability for managing farmers' markets. Arlington County, not wishing to see the market close, assumed all the management duties from VCE for the 2007 season, and continues to perform these duties to this day.

This market maintains a reputation for quality goods, and has been a model for markets in the region. Over the years, it has grown to approximately thirty vendors in the prime season and continues with a reduced vendor list of about fifteen vendors through the winter. It convenes each Saturday morning from 8 am until noon in the prime season (mid-April through December) and 9 am till 1 pm in the winter, (January through mid-April).

Currently Arlington Farmers' Market is a successful operation. The County collects approximately $14,600 per year through vendor fees. The fee for participation in this market is $370 per vendor for the prime season, and $180 per vendor for the winter season. These fees have remained the same since CY2011.

Increasing public interest and demand for locally sourced food has resulted in more and more markets opening in the region. These markets must compete to respond to the high expectations of the community. There are currently seven farmers' markets operating throughout the week in Arlington. Information on each of these markets can be found by visiting www.arlingtonva.us, and searching for “farmers markets”. A map and links to each market are on this web page.

It is the desire of the County that this market remain a viable, much-loved community resource, providing easy access to fresh local food and agricultural products. The County is seeking an entity which possesses the appropriate specialized management skills to run the market. This entity must address the marketing, management and administrative requirements of running a successful farmers’ market, meeting the demands of Arlington shoppers.

Goals of the Arlington Farmers’ Market

The Arlington Farmers' Market is focused on several key goals:

A. Providing the freshest and highest quality foods to its customers.
B. Allowing customers to meet the people who grow their food.
C. Supporting local farmers by limiting the distance (125 miles) from which a producer may travel.
D. Educating customers about food, environment, and community issues through providing space for booths staffed by the Virginia Cooperative Extension Master Gardeners, Arlington County Tree Stewards, and any other community outreach/education effort. Such organizations shall not be required to pay vendor fees.

Objectives of this solicitation

DPR is seeking an entity to manage, administer and operate the Arlington Farmers’ Market. The objectives that DPR wishes to attain include the following:

A. Limited changes overall to the current market and its operations.
B. Minimize disruption to the patrons’ overall positive experience in the Arlington Farmers’ Market.
C. Ensure adequate public acceptance of the change in administration.

D. Maintain the market's current general location, dates and hours of operation (the development plans for the Courthouse area are not expected to have an impact on the location of the market for the duration of this contract). The current market convenes each Saturday morning from 8 am until noon in the prime season (mid-April through December) and 9 am till 1 pm in the winter (January through mid-April). It is located on N. 14th Street between N. Uhle Street and N. Courthouse Road in Arlington, Virginia.

E. Minimize changes in the current list of participating vendors (included in this solicitation as Exhibit B).

F. Make only necessary changes to the Rules (see attached).

G. Improve marketing and promotion of the Farmers' Market through a combination of website development, social media and traditional advertising outlets, flyers, signs, banners, etc.

H. Ensure community vitality and wellness building through healthy communication channels, community outreach and education.

Scope of Work

I. Arlington County DPR will appoint a County Project Officer to serve as the liaison between DPR and the Contractor.

A. During the first year of the Contract the County Project Officer will:

1. At the beginning of the Contract, work with the Contractor to review and approve the Market Management Plan, Market Budget, fee compliance program and the outreach/education efforts plan proposed by the Contractor.

2. Provide Farmers' Market background history, vendor information and current standard operating procedures to the Contractor,

3. Serve on a Contractor-created steering committee during the transition period (see paragraph III. item B. below), and

4. Upon contract award, arrange for the transfer of the remaining balance of funds in the Arlington Farmers’ Market Trust & Agency Account to the Contractor for use in marketing and publicizing the Arlington Farmers' Market. The current account balance is $1,814.03.

B. Throughout the Contract Term the County Project Officer will:

1. Make themselves available to the Contractor's officials for questions and resolution of issues,

2. Promote constructive communication between the Contractor and appropriate County staff,

3. Facilitate interactions with County staff as they may impact the Arlington Farmers’ Market, and

4. Promptly inform Contractor of any complaints received about the Arlington Farmers’ Market.

5. The County reserves the right to review the Contractor's records related to their operation under this Contract throughout the Contract duration.

II. Contractor's responsibilities:

A. Within thirty (30) calendar days after Contract award, the Contractor shall submit to the County Project Officer for review and approval:
1. Market Management Plan for the Farmers’ Market. Items addressed in the Plan shall include the recruitment and selection of new vendors, a marketing and promotion plan, signage and traffic control procedures, onsite management of each market day, collection of fees, confirmation of adequate insurance coverage and required permits, response to health inspection reports, and any other relevant considerations such as:

- Impact on emergency access, indicating where fire trucks, ambulances or police vehicles can enter and transverse the market,
- Parking and traffic management for vendors during set up, operation of the market, and take down,
- Parking and traffic management plan for customers,
- Wear and tear on the facility (for example exceeding the load capacity of paving),
- Conflicts with existing programs at the facility,
- Site cleanup and trash removal plan,
- Impacts on neighbors, both residential and commercial. These may include traffic, noise, parking, and competition with existing businesses,
- Availability of public restrooms,
- Plan for onsite signage,
- Onsite market management personnel,
- Hours of operation, and
- Plan for enforcement of the Market Rules.

2. Market Budget showing how the services required in this solicitation will be funded by the vendor fee.

3. Compliance program for market fees to ensure that the vendors are being charged accurate fee amounts, to include a system of random and periodic auditing to ensure that all vendors are reporting their gross sales accurately.

4. Outreach/education efforts plan for increasing community wellness that will be incorporated into the market, to include:

- Community building for underserved sectors,
- Community Health and Wellness, and
- Plan for outreach and managing nutrition assistance (such as SNAP, SFMNP, or nutrition education).

B. The Contractor shall assume legal responsibility for the management of the Farmers’ Market as of the date of executing this Contract by the County. The Contractor shall arrange to have an on-site market management as of that date.

C. At the beginning of the Contract, work with the County Project Officer to discuss and resolve any questions or issues pertaining to the Management Plan proposed by the Contractor.

D. The Contractor is solely responsible for the safety and security of any property or equipment brought upon or stored by the Contractor, Farmers’ Market vendors or patrons on Arlington County property. Arlington County does not assume any responsibility, care, custody, or control of any Contractor property or equipment brought upon or stored upon Arlington County property.

E. The Contractor shall appoint a representative to serve as the liaison between the Contractor and the County. This individual will:

1. Make themselves and their position description known to the County Project Officer, and

2. Promote constructive communication between County staff and the Contractor.

F. Vendor Insurance:

1. The Contractor shall ensure that each vendor present at the Arlington Farmers’ Market secures and maintains a current policy of commercial
general liability insurance, providing coverage for claims arising from or in connection with the damage or loss suffered by any person, thing or interest with a minimum of not less than One Million Dollars ($1,000,000). Arlington County Board shall be named as ‘Additional Insured’ on all policies.

2. In the Certificate Holder section of the Certificate of Insurance, the following language must be included:

Arlington County Board
2100 Clarendon Boulevard
Arlington, VA 22201
Attn: (County Project Officer)

3. The Contractor shall provide a copy of the Insurance Certificate for each vendor no later than one (1) week prior to the start of each market season, along with a roster of all vendors at the end of each calendar year to the Arlington County Office of Risk Management, suite 511, 2100 Clarendon Boulevard, Arlington, VA 22201 with an additional copy to the County Project Officer.

G. The Contractor is responsible for any additional costs incurred for its activities and special events, with the exception of the use permit fees and Right of Way fees for using the parking lot associated with the current boundaries and normal operations of the Farmers' Market, which will be the responsibility of the County.

H. The Contractor is responsible for all costs that it incurs in relation to the promotion and operation of the Arlington Farmers' Market. The Contractor shall provide to the County documentation of funds expended each year before the anniversary of the Contract. Within thirty (30) days of exhaustion of fund balance transferred from the Arlington Market Trust and Agency Account, the Contractor shall provide documentation to the County Project Officer demonstrating that the funds were utilized for marketing and publishing the Arlington Farmers' Market.

I. The Contractor shall comply with all applicable federal and state laws and Arlington County ordinances as they relate to the operation of farmers' markets.

J. The Contractor shall be responsible for any damages/impairments to facilities of Arlington County which occur as a result of the operation of the Arlington Farmers’ Market. The Contractor agrees to reimburse Arlington County for any facility repair or equipment replacement necessitated by its use of any County facility or equipment (except for normal wear and tear).

K. The Contractor shall charge market fees to vendors participating in the Arlington Farmers’ Market, and shall receive those fees to offset its costs of operating this market. The Contractor will be permitted to charge reduced vendor fees if the Contractor desires to use such fee reduction as an incentive for one or more vendors to serve voluntarily as an onsite market manager on its behalf. Market fees for the 2015 winter market (ending on 2nd Saturday of April, or as otherwise communicated by the County Project Officer) shall remain unchanged. The market fees for 2015 prime season (beginning on 3rd Saturday of April, or as otherwise communicated by the County Project Officer) and beyond will be based on the gross percentage of vendor sales excluding sales tax collected by the Contractor at the Arlington Farmers' Market. The fee percentage shall be submitted by the Contractor with their bid as the Contractor's bid price.

L. Vendors shall submit sales reports on a report form developed by the Contractor. Vendors will be required to report all sales made by the vendor or vendor's agents at the Market. Sales shall include cash, check, credit/debit, token, WIC or SNAP transactions.

M. The Contractor will be collecting the fee in accordance with a fee collection schedule communicated to the Market vendors at the beginning of each calendar
year. The fee shall be payable by check, or another payment method approved in advance by the County.

N. The Contractor shall maintain a compliance program for market fees to ensure that the vendors are being charged accurate fee amounts, to include a system of random and periodic auditing to ensure that all vendors are reporting their gross sales accurately. Compliance and regular finance reports shall be provided by the Contractor to the County on at least a quarterly basis.

O. The Arlington Farmers’ Market will occupy a footprint in the general Courthouse area and operate on Saturday mornings.

P. The Contractor shall at a minimum provide space at the Farmers’ Market for one 10 x 10 foot tent each for Virginia Cooperative Extension Master Gardeners, and Arlington County Tree Stewards each week during the months of April through September without collecting vendors’ fees. Any additional outreach/education efforts for increasing community wellness are at the Contractor’s discretion.

Q. The Contractor shall create a steering committee, to include vendors and (in the first year of the contract) the County Project Officer, for the purpose of advising the Contractor on management of the market. The Contractor shall provide an explanation of how membership in this committee will be determined, including length of service. During the transition period (see paragraph III, item B. below), the Arlington County liaison will serve on the committee. This committee shall serve in an advisory capacity to provide input on the management of the market.

R. The Contractor shall develop a system for vendors to reserve space for the season with a nominal up-front fee that will be deducted from their periodic payments over the course of the season, or (depending on vendor’s preference) submitted in a one-time payment.

S. The Contractor (or volunteer market master) shall provide traffic management, to include setting up cones and “no dogs” signs. The cones and signs will be made available to the Contractor by the County. The Contractor will be responsible for storage of all supplies and equipment related to market operation. No storage facility is available at County facilities.

T. The Contractor shall be responsible for web development and maintenance. The current WordPress web site can be transferred to the Contractor. The current domain name costs $15 per year and hosting is approximately $50 per year. It is currently maintained by a volunteer with minimal support from County staff, and is not a part of the Arlington County web site. The County will maintain ownership of the web address, although this Contract shall constitute leasing the address to the Contractor for the period of the Contract.

U. The Contractor shall outline a program to be developed in the future by the Contractor and the County to ensure broad community participation in the market and to especially reach out to traditionally under-served communities through innovative and dynamic programs.

III. The Contractor and County joint responsibilities:

A. Finalize the Farmers’ Market Management Plan, Budget, fee compliance program and the outreach/education efforts plan budget submitted by the Contractor to the County Project Officer. In the future years, the County will be reviewing and approving the Contractor’s budgets before they are enforced.

B. Arlington County and the Contractor will establish a means of communication to ensure that representatives can promptly address issues related to the Arlington Farmers’ Market.

C. The Contractor, with County’s input, shall develop a transition plan for transferring the responsibilities from the County to the Contractor. The transition period will be for no less than one (1) year, and the completion of this period will be determined based on the successful performance of the items specified in the transition plan. The County reserves the right to
extend the transition period if, in its sole discretion, the County considers it to be in the best interest of the Arlington Farmers' Market.

The transition plan shall address, at a minimum, the following items:

1. Coordination of meetings with County staff to provide status briefings, and discuss questions/concerns;
2. Identification of an onsite Market Manager, who will be present at each market session;
3. Determination of effective date to transfer responsibilities from the County to the Contractor;
4. Determination of the "payable to" entity and deadline for pending accounts receivables;
5. Description of plan for updating Farmers' Market rules as needed;
6. Approach to obtaining Transportation Right-of-Way Permit, with County staff assistance;
7. Notification of vendors of requirement for re-issuance of certificates of liability insurance; and
8. Criteria for determining the vendor list each season.

In support of the goals listed above changes to the vendor roster, rules, location, dates, times and configuration of the market must be kept to a minimum. During the transition period any changes in any of these areas must be approved by County Project Officer.

D. All County obligations under this Contract are subject to appropriation of funds by the Arlington County Board.

Farmers' Market Rules and Location

I. The operation and administration of the Arlington Farmers’ Market will be governed by the Market Rules, included in this solicitation as Exhibit A.

II. Any modifications to the Market Rules throughout the Contract Term are subject to written approval by the County Project Officer.

III. The market shall be located in the general Courthouse Plaza area and operate year-round on Saturday mornings.

IV. The Contractor must obtain a Transportation Right-of-Way permit from the Department of Environmental Services, Division of Transportation, 2100 Clarendon Blvd, Suite 800, Arlington VA 22201. Tel: 703-228-3629, FAX: 702-228-3606.

At the end of the Contract Term, or in an event of Contract termination for any reason, the Contractor shall pay to DPR the balance of any unused funds, including Marketing and Publicity, collected from Arlington Farmers' Market vendors, and provide a most current list of participating vendors for both the prime and winter season markets.

Contract Pricing

The Market fees for the 2015 winter market (ending on 2rd Saturday of April, or as otherwise communicated by the County Project Officer) shall remain unchanged.

For the 2015 prime season (beginning on 3rd Saturday of April, or as otherwise communicated by the County Project Officer) and beyond, the fee shall be based on the gross percentage of vendor sales excluding sales tax collected by the Contractor at the Arlington Farmers' Market. The fee percentage that the Contractor will be
charging for the management of the Market shall be submitted by the Contractor with their bid as the Contractor's bid price.

The planning for redevelopment of the Courthouse area is in the earliest stages, and no major development is expected for the duration of this contract. However, in an event of redevelopment of the current market site during the contract performance period, any additional costs incurred by the Contractor relating to the identification of a new site and the transfer of the market to the new site and any new market management responsibilities/requirements will be reimbursed through a modification to the awarded contract.

**County Commission**

The County commission shall be set at five percent (5%) of the total vendor fees collected by the Contractor for the 2015 winter market. Thereafter (2015 prime season and beyond), the County commission shall be set at two percent (2%) each calendar year.

The commission payment shall be made payable to "Treasurer, Arlington County". Payment for the previous winter season shall be made no later than May 1 of the following year, and payment for the previous prime season will be made no later than January 15 of the following year.
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
INVITATION TO BID NO. 684-15

BID FORM

SUBMIT TWO (2) FULLY-COMPLETE 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 2:00 P.M. ON FEBRUARY 26, 2015

FOR PROVIDING MANAGEMENT, ADMINISTRATION AND OPERATION OF THE ARLINGTON
FARMERS’ MARKET PER THE TERMS, CONDITIONS AND SPECIFICATIONS OF THIS
SOLICITATION:

The undersigned understands and acknowledges the following:

The official, true, and complete copy of the solicitation documents, WHICH
SHALL INCLUDE ALL AMENDMENTS 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.

PROPOSED MARKET FEE FOR EACH CALENDAR YEAR OF THE CONTRACT (the fee shall be
based on the gross percentage of vendor sales excluding sales tax collected
by the Contractor at the Arlington Farmers’ Market):

<table>
<thead>
<tr>
<th>Calendar Year</th>
<th>Market Fee (% of vendor sales)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015</td>
<td>Three and a half percent (3.5 %)</td>
</tr>
<tr>
<td>2016</td>
<td>Four percent (4.0 %)</td>
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<tr>
<td>2017</td>
<td>Four percent (4.0 %)</td>
</tr>
<tr>
<td>2018</td>
<td>Four percent (4.0 %)</td>
</tr>
<tr>
<td>2019</td>
<td>Four and a half percent (4.5 %)</td>
</tr>
<tr>
<td>2020</td>
<td>Five percent (5.0 %)</td>
</tr>
</tbody>
</table>

BIDDER NAME: Community Foodworks

ITB No. 684-15
MANDATORY MINIMUM QUALIFICATION REQUIREMENTS:
Mark a yes/no answer to all questions below and provide required documentation. BIDS SUBMITTED WITHOUT FULL SUPPORTING DOCUMENTATION MAY BE CONSIDERED NONRESPONSIVE.

1. The bidder’s organization must have successfully managed a farmers’ market for no less than two (2) years. Farmers’ markets are understood as weekly markets selling primarily locally sourced agriculture products comprised of no less than ten (10) vendors, operating in all four seasons of the year (does not have to be continuous).

   X  YES    NO

For each farmers’ market submitted in response, on a separate sheet, provide all of the following information: See attachment
- Farmers’ market name and location,
- Farmers’ market frequency and length of the season,
- Farmers’ market owner,
- Date when the bidder’s organization began managing the market and the projected end date (if any),
- Description of responsibilities,
- Number and type (whether agricultural or other) of vendors participating in the farmers’ market.

2. The bidder’s Contract Manager who will be responsible for the Arlington Farmers’ Market must have no less than two (2) years’ experience managing a farmers’ market. Farmers’ markets are understood as weekly markets selling primarily locally sourced agriculture products comprised of no less than ten (10) vendors, operating in all four seasons of the year (does not have to be continuous).

   X  YES    NO

For each farmers’ market submitted in response, on a separate sheet, provide all of the following information: See attachment
- Farmers’ market name and location,
- Farmers’ market frequency and length of the season,
- Farmers’ market owner,
- Date when the Contract Manager began managing the market and the projected end date (if any),
- Description of responsibilities,
- Number and type (whether agricultural or other) of vendors participating in the farmers’ market.

3. Two (2) references for each market listed under items 1. and 2. above. Reference persons may be the owner of the market, representatives of the jurisdiction in which the market is located, or the owner of the property on which the market is located. Submit the name of the person, the organization he/she is associated with, and the organization’s relation to the farmers’ market, the person’s phone number and e-mail address.

BIDDER NAME: Community Foodworks

ITB No. 684-15
TRADE SECRETS OR PROPRIETARY INFORMATION:
Trade secrets or proprietary information submitted by an 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.

Please mark one:

( X ) 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):

BIDDER NAME: Community Foodworks

ITB No. 684-15
Jeff Stottlemeyer  
Community Foodworks  
1380 Monroe Street, NW #605  
Washington, DC 20010

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 AMENDMENTS, 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 __________________________

PRINT NAME AND TITLE Jeffrey Stottlemeyer, Executive Director

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

NAME (PRINTED): Robert Schubert  
TITLE: Director of Farmers Market Operations  
E-MAIL ADDRESS: rschubert@cfwdc.org  
TEL. NO.: 202-487-6493

SUBMITTED BY: (LEGAL NAME OF ENTITY)  
Columbia Heights Community Marketplace  
1380 Monroe St. NW, #605  
Washington, DC 20010

ADDRESS:  
CITY/STATE/ZIP:  
TELEPHONE NO: (703) 314-3548  
FACSIMILE NO.:  

THIS FIRM IS A:  
X CORPORATION,  
GENERAL PARTNERSHIP,  
LIMITED PARTNERSHIP,  
UNINCORPORATED ASSOCIATION,  
LIMITED LIABILITY COMPANY,  
SOLE PROPRIETORSHIP

DISTRICT OF COLUMBIA  

IS FIRM AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VA?  
YES

IDENTIFICATION NO. ISSUED TO THE FIRM BY THE SCC: F1988205

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?  
No

BIDDER STATUS:  
X NEITHER:  
MINORITY OWNED:  
WOMAN OWNED:  

ITB No. 684-15  
39
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:

<table>
<thead>
<tr>
<th>YES/NO</th>
<th>JURISDICTION</th>
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<tbody>
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<td>Alexandria, Virginia</td>
</tr>
<tr>
<td>X</td>
<td>Alexandria Public Schools</td>
</tr>
<tr>
<td>X</td>
<td>Alexandria Sanitation Authority</td>
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<tr>
<td>X</td>
<td>District of Columbia Water &amp; Sewer Auth.</td>
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### BIDDER'S LEGAL NAME:

**Columbia Heights Community Marketplace**

**DATE OF BID:** 03/02/2015