

**TOWN RIDEABLE CONTRACT EXTENSIONS & APPROVAL OF FY 23/24 FUNDING
CONSENT AGENDA CONTRACT ATTACHMENTS**

Vendor	Expiration Date	Pages
Capital Building Services	08/31/2024	1 - 3
Ferguson	06/30/2024	4 - 5
Mansfield Oil Company	01/05/2024	6 - 7
Morton Salt/ Eastern Salt	12/13/2023	8 - 10
Pinpoint Underground	06/30/2024	11 - 12
Republic Services	12/01/2023	13 - 14
Savera	06/30/2027	15 - 16
Service Tire Truck Center	03/31/2024	17 - 19
Tri-State	10/30/2023	20 - 22
WM Recycle America Holdings, Inc	02/01/2025	23 - 24



County of Fairfax, Virginia

NOTICE OF AWARD

DATE: 2022 July 29 | 10:49:46 EDT

CONTRACT TITLE: Custodial Services for Merrifield Center and Other Buildings

SOLICITATION NUMBER: RFP 2000003507

CONTRACT NUMBER: **4400011439**

NIGP CODE: 91039

CONTRACT PERIOD: September 1, 2022 through August 31, 2024

RENEWALS: Three (3) one-year renewal options

CONTRACTOR:
Capital Building Services, Inc.
6083 Arlington Blvd
Falls Church, VA 22044

SUPPLIER CODE:
1000011766

Contact: William Nguyen
Telephone: 703-241-8900
Email: William_capital@hotmail.com

TERMS: Net 30 days

PRICES: See Attached Pricing Schedule

DPMM CONTACT: Nicole Cifci, CPPB, VCA, Contract Specialist II
Telephone: 703-324-2854
E-mail: Nicole.Cifci@FairfaxCounty.gov

ORDERING INSTRUCTIONS:

Any County Department may enter into FOCUS a shopping cart indicating the service required. The shopping cart must be annotated with the contract number. Requests exceeding the small purchase threshold (\$10k) will be routed to DPMM and a purchase order will be executed.

DocuSigned by:
Nicole Cifci
C42AFD859238483...

Nicole Cifci, CPPB, VCA
Contract Specialist II

DISTRIBUTION:

Dept. of Finance – Accounts Payable/e
Facilities Management Dept. – Gonzalo Cebas/e
Facilities Management Dept. – Shane Flanigan/e

Contract Specialist – Nicole Cifci
Assistant Contract Specialist, Team 2
DPMM – Supplier Diversity/e

Department of Procurement & Material Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013
Website: www.fairfaxcounty.gov/procurement
Phone (703) 324-3201, **TTY:** 711, **Fax:** (703) 324-3228

SPECIAL PROVISIONS

Contractor. The County may extend the Contractor's time of completion by a period of time that in the discretion of the Purchasing Agent is reasonably suited for completion of work. The County may further amend the contract by mutual agreement for any increase in the cost of performance of the contract (excluding profit) resulting solely from the delay or suspension of the contract. No adjustment shall be made under this clause for any delay or interruption resulting from any other cause, including the fault or negligence of the Contractor.

- 19.3. The Contractor shall continue its work on other phases of the project or contract, if in the sole discretion of the Purchasing Agent such work is not impacted by the County's delay, suspension, or interruption. All changes to the work plan or project milestones shall be reflected in writing as a contract amendment.

20. ACCESS TO AND INSPECTION OF WORK:

- 20.1. The Fairfax County Purchasing Agent and using agencies will, at all times, have access to the work being performed under this contract wherever it may be in progress or preparation.

21. DATA SOURCES:

- 21.1. The County will provide the Contractor all available data possessed by the County that relates to this contract. However, the Contractor is responsible for all costs for acquiring other data or processing, analyzing or evaluating County data.

22. SAFEGUARDS OF INFORMATION:

- 22.1. Unless approved in writing by the County Purchasing Agent, the Contractor may not sell or give to any individual or organization any information, reports, or other materials given to, prepared or assembled by the Contractor under the final contract.

23. ORDER OF PRECEDENCE:

- 23.1. In the event of conflict, the Acceptance Agreement (provided at contract award) and the Special Provisions of this contract shall take precedence over the General Conditions and Instructions to Bidders, (Appendix A).

24. SUBCONTRACTING:

- 24.1. **Subcontractors are not to be used in the performance of this contract, except for project work such as window washing, carpet cleaning, and tile floor refinishing. All daily and routine work must be completed by the primary contractor.**
- 24.2. If one or more subcontractors are required, the contractor is encouraged to utilize small, minority-owned, and women-owned business enterprises. For assistance in finding subcontractors, contact the Virginia Department of Small Business and Supplier Diversity <https://www.sbsd.virginia.gov>; local chambers of commerce and other business organizations.

25. USE OF CONTRACT BY OTHER PUBLIC BODIES:

- 25.1. Reference Paragraph 71, General Conditions and Instructions to Bidders, Cooperative Purchasing. Offerors are advised that the *resultant* contract(s) may be extended, with the authorization of the Offeror, to other public bodies, or public agencies or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms of the resulting contract. If any other public body decides to use the final contract, the Contractor(s) must deal directly with that public body concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing and payment. The County of Fairfax acts only as the "Contracting Agent" for these public bodies. Failure to extend a contract to any public body will have no effect on consideration of your offer.

SPECIAL PROVISIONS

- 25.2. It is the Contractors responsibility to notify the public body(s) of the availability of the contract(s).
- 25.3. Other public bodies desiring to use this contract will need to make their own legal determinations as to whether the use of this contract is consistent with their laws, regulations, and other policies.
- 25.4. Each public body has the option of executing a separate contract with the Contractor(s). Public bodies may add terms and conditions required by statute, ordinances, and regulations, to the extent that they do not conflict with the contracts terms and conditions. If, when preparing such a contract, the general terms and conditions of a public body are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that public body.
- 25.5. Fairfax County **shall not** be held liable for any costs or damages incurred by another public body as a result of any award extended to that public body by the Contractor.

26. NEWS RELEASE BY VENDORS:

- 26.1. As a matter of policy, the County does not endorse the products or services of a contractor. News releases concerning any resultant contract from this solicitation will not be made by a contractor without the prior written approval of the County. All proposed news releases will be routed to the Purchasing Agent for review and approval.

27. AMERICANS WITH DISABILITIES ACT REQUIREMENTS:

- 27.1. Fairfax County Government is fully committed to the Americans with Disabilities Act (ADA) which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all County programs, activities and services. Fairfax County government contractors, subcontractors, vendors, and/or suppliers are subject to this ADA policy. All individuals having any County contractual agreement must make the same commitment. Your acceptance of this contract acknowledges your commitment and compliance with ADA.
- 27.2. Fairfax County is committed to a policy of nondiscrimination in all County programs, services, and activities and will provide reasonable accommodations upon request. Bidders requesting special accommodations should call the Department ADA representative at (703) 324-3201 or TTY 1-800-828-1140. Please allow seven (7) working days in advance of the event to make the necessary arrangements.

28. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:

- 28.1. Pursuant to *Code of Virginia*, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Any bidder or offeror that fails to provide the required information may not receive an award.

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

NOTICE OF CONTRACT AWARD

FERGUSON ENTERPRISES INC.
12500 JEFFERSON AVENUE
NEWPORT NEWS, VA 23602

DATE ISSUED:
CURRENT REFERENCE NO:

9/16/2019

20-035-R

CONTRACT TITLE:

PUBLIC WORKS
EQUIPMENT, SUPPLIES &
SUPPORT SERVICES

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.

The contract documents consist of the terms and conditions of AGREEMENT No. 20-035-R including any attachments or amendments thereto.

EFFECTIVE DATE: SEPTEMBER 16, 2019

EXPIRES: JUNE 30, 2024

RENEWALS: N

COMMODITY CODE(S): 6653400, 2851804, 2851800, 6588000

LIVING WAGE: N

ATTACHMENTS:

AGREEMENT No. 20-035-R

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: DOUG KOENIG

VENDOR TEL. NO.:

(703) 576-4395

EMAIL ADDRESS: PAT.BURKE@FERGUSON.COM

COUNTY CONTACT: ALIN BRASOV

COUNTY TEL. NO.:

(703) 228-6508

COUNTY CONTACT EMAIL:

ABRASOV@ARLINGTONVA.US

**ATTACHMENT A
MAPT RIDER**

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

Format

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

1. Terms

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

2. Other Conditions - Contract and Reporting

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

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

A list of the participating members of the Mid-Atlantic Purchasing Team can be found at the following web links:

www.MAPT.org/purchasing-and-bids/cooperative-purchasing/member-links/

and

<http://www.baltometro.org/our-work/cooperative-purchasing/brcpc-representatives>

MAPT RIDER - DO NOT RETURN WITH PROPOSAL



COMMONWEALTH OF VIRGINIA
DIVISION OF PURCHASES & SUPPLY (DPS)
1111 East Broad Street, Richmond, Virginia 23219

Contract Number CTR005751
Formerly Contract Number E194-73737
Bulk Motor Fuel Program - Statewide

CONTRACT PERIOD	November 6, 2015 through January 5, 2024
CONTRACT TYPE	Mandatory Statewide
RENEWAL(S) REMAINING	No Renewals Remaining
AUTHORIZED USERS	The contract resulting from this competitive request for proposal program is available for the use of Commonwealth of Virginia agencies, institutions of higher education, political subdivisions and authorities (collectively "Authorized Users") as defined in Code of Virginia § 2.2-4301 located in the Bristol, Salem, Lynchburg, and Hampton Roads VDOT districts. Use of the contract is mandatory for the purchase of bulk motor fuel for quantities in excess of 300 gallons for Executive Branch state agencies, unless exempted in writing by the Division of Purchases and Supply, or as otherwise exempted by the Code of Virginia. Use of the contract by all other Authorized Users and for all other goods and services described in the contract is optional
CONTRACTOR & eVA ID#	Mansfield Oil Company SUP050473
CONTRACTOR(S) POINT OF CONTACT	Dan Luther Phone: 678-450-2285 Email: dluther@mansfieldoil.com
MINIMUM ORDER	300 Gallons *if order is less than 300 gallons then small purchase rules apply*
PAYMENT TERMS	Net 30
DELIVERY	F.O.B Destination
DPS CONTRACT OFFICER	Brandon Amsel (804) 786-3857 brandon.amsel@dgs.virginia.gov
COMMODITY CODE(S)	41509, 41515
LAST UPDATE & PURPOSE	February 1, ,2023 Update Districts and Pricing

INFORMATION:

1. Questions Regarding Contract: If you have any questions regarding this contract, please direct them to the Contract Officer listed above.
2. Ordering Method: All Authorized Users placing orders against this Contract must place purchase orders through eVA.
3. Delivery Issues or Shortages: If there are any concerns over deliveries to your Agency or concerns regarding access to fuel supply, please contact the Contract Officer. DPS will raise the issue with the contractor and will take whatever actions are necessary to mitigate issues.

This document is provided only as a summary of the Contract. A complete and official copy of the Contract and any associated changes are available on the eVA State Contracts webpage OR at the offices of the Division of Purchases and Supply.

Contract Summary: CTR005751

Page 1 of 10

Upon the Commonwealth's request (and annually), Contractor shall submit an affidavit certifying full compliance with this Section. The Contractor (and any affiliate) shall waive any contractual or other right that inhibits any public body in Virginia from disclosing to the Commonwealth or others the financial terms made available to the public body, and upon request from the Commonwealth, Contractor shall ensure that a signed confirmation of the waiver is provided to the public body and the Commonwealth. As used in this Section, an affiliate is any entity that controls, is controlled by, or is under common control with, the Contractor.

27. AUDIT

The Contractor shall retain all books, records, and other documents relative to this Contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

28. USE OF CONTRACT BY THIRD PARTIES

In accordance with the Code of Virginia § 2.2-4304, entitled "Cooperative Procurement," the intent of this Contract is to allow for such cooperative procurement to the maximum extent possible. Accordingly, any public body, as defined in the Code of Virginia §2.2-4301, and certain charitable corporations and private nonprofit institutions of higher education chartered in Virginia, as directed pursuant to Code of Virginia §2.2-1120 et seq may access and use this Contract, if agreeable to Contractor and in accordance with the ordering provisions governing this Contract, together with all other Contract terms and conditions herein.

Participation in this cooperative procurement by Virginia executive branch state agencies is mandatory for bulk motor fuel purchases, unless otherwise directed by the Department of General Services (DGS), Division of Purchases and Supply (DPS). The contract is optional-use for all other authorized users and all other goods/services described herein, unless it is deemed to be a mandatory source by their respective controlling legal authority, in coordination with DPS.

Authorized Users will be added to this Contract by written notice to the Contractor by the Office of Fleet Management Services (OFMS). Upon receiving the written notice, the Contractor shall establish an account for that Authorized User and shall provide OFMS with the setup information for the new user. OFMS will then transmit the information to the Authorized User.

This is a master contract and no modification of the Contract is required for an Authorized User to participate. The Contractor shall notify OFMS in writing of the addition of any Authorized User.

The Commonwealth, DPS, and/or OFMS shall not be held liable for any costs or damages by any other participating Authorized User as a result of any authorization by the Contractor to use the Contract.

Contractor hereby certifies and warrants that the Commonwealth, DPS, and/or OFMS are

Morton Salt, Inc.
444 W. Lake Street, Suite 3000
Chicago, IL 60606

Contract No. 1134601
Amendment No. 1

This amendment is between Montgomery, County, Maryland (County) and Morton Salt, Inc. (Contractor).

Background

1. The parties entered into Contract No. 1134601 on December 14, 2021.
2. The term of the present contract ends on December 13, 2022.
3. The purpose of the contract is to cooperative purchase of road deicing salt.
5. The contract authorizes an extension of the contract term and a price adjustment.
6. The purpose of this amendment is to extend the contract term and adjust prices as provided for under the contract.

Changes

1. The contract term is extended through December 13, 2023, as permitted by the contract.
2. A price adjustment, as expressly permitted under the terms of the contract, is allowed as follows: Effective December 14, 2022, all contract prices are increased by 6.2% in accordance with Prevision C.2 of this contract and the Consumer Price Index for the Washington, D.C. Metropolitan Area for the previous 12-month period. New Prices reflecting this adjustment are attached to this amendment as ATTACHMENT A.

Effect

1. Existing contract provisions remain in effect unless specifically changed by this amendment.
2. This amendment is entered into prior to the expiration of the contract term.
3. This amendment is entered into on the date of signature by the Director, Office of Procurement
4. No goods or services are to be provided pursuant to this amendment until it is signed by the Director, Office of Procurement.

THIS FORM HAS BEEN APPROVED AS TO FORM AND LEGALITY BY THE OFFICE OF THE COUNTY ATTORNEY. THIS FORM MAY NOT BE MODIFIED WITHOUT THE APPROVAL OF THE OFFICE OF THE COUNTY ATTORNEY.

PMMD-117

Eastern Salt Company, Inc.
134 Middle Street, Suite 210
Lowell, MA 01852

Contract No. 1137767
Amendment No. 1

This amendment is between Montgomery, County, Maryland (County) and Eastern Salt Company, Inc. (Contractor).

Background

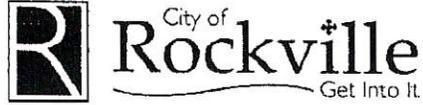
1. The parties entered into Contract No. 1137767 on December 14, 2021.
2. The term of the present contract ends on December 13, 2022.
3. The purpose of the contract is to cooperative purchase of road deicing salt.
5. The contract authorizes an extension of the contract term and a price adjustment.
6. The purpose of this amendment is to extend the contract term and adjust prices as provided for under the contract.

Changes

1. The contract term is extended through December 13, 2023, as permitted by the contract.
2. A price adjustment, as expressly permitted under the terms of the contract, is allowed as follows: Effective December 14, 2022, all contract prices are increased by 5.5% in accordance with Prevision C.2 of this contract and the Consumer Price Index for the Washington, D.C. Metropolitan Area for the previous 12-month period. New Prices reflecting this adjustment are attached to this amendment as ATTACHMENT A.

Effect

1. Existing contract provisions remain in effect unless specifically changed by this amendment.
2. This amendment is entered into prior to the expiration of the contract term.
3. This amendment is entered into on the date of signature by the Director, Office of Procurement
4. No goods or services are to be provided pursuant to this amendment until it is signed by the Director, Office of Procurement.



**LETTER OF RENEWAL
IFB # 16-21**

April 6, 2023

Pinpoint Underground LLC
Attn: Casondra Johnson
6231 Crain Highway
Upper Marlboro, MD 20772

Dear Casondra Johnson,

I am writing regarding Pinpoint Underground LLC. agreement with the City of Rockville for **Utility Locating Services** under **IFB 16-21**. Our records indicate that this agreement may be extended for three (3) additional one-year terms. The City's Public Works Department would like to renew the next option year through June 30, 2024.

Please confirm that your company agrees to renew this contract by placing a check mark by the following statement and having an authorized agent of Pinpoint Underground LLC. sign below.

Yes, Pinpoint Underground LLC. agrees to renew the IFB 16-21 at the same pricing structure, pricing, terms, and conditions shall remain the same through June 30, 2024.

Casondra Johnson

Signature

Print Name: Casondra Johnson Date 5/8/23
Pinpoint Underground LLC

Upon execution of this document please e-mail a copy to my attention at the e-mail address provided below and copy my co-worker (Bridget Baker) at bbaker@rockvillemd.gov.

In the event your company does not wish to renew this agreement further, please reply in writing, on your company's letterhead; and the contract will expire on July 1, 2023.

If you have any questions, feel free to contact me at (240) 314-8431.

Sincerely,

Regina Washington

Regina Washington
Senior Buyer
City of Rockville
Procurement Division
111 Maryland Avenue
Rockville, MD 20850-2364
Phone: (240) 314-8431
Fax: (240) 314-9321
E-Mail: rwashington@rockvillemd.gov

ATTACHMENT A
AFFIDAVIT

I hereby affirm that: I am the Owner and the duly authorized representative of the firm of Pinpoint Underground LLC whose address is 1231 Crain Hwy Upper Marlboro MD 20772 and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

I further affirm:

**AFFIDAVIT OF QUALIFICATION TO
CONTRACT WITH A PUBLIC BODY**

1. Except as described in Paragraph 2 below, neither I nor the above firm no, to the best of my knowledge, any of its controlling stockholders, officers, directors, or partners, performing contracts with any public body (the State or any unit thereof, or any local governmental entity in the state, including any bi-county or multi-county entity), has:

- A. been convicted under the laws of the State of Maryland, any other state, or the United States of any of the following:
 - (1) bribery, attempted bribery, or conspiracy to bribe.
 - (2) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract.
 - (3) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property.
 - (4) a criminal violation of an anti-trust statute.
 - (5) a violation of the Racketeer Influenced and Corrupt Organization act, or the Mail Fraud Act, for acts in connection with the submission of bids or proposals for a public or private contract.
 - (6) a violation of Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland.
 - (7) conspiracy to commit any of the foregoing.
- B. pled nolo contendere to, or received probation before verdict for, a charge of any offense set forth in subsection A of this paragraph.
- C. been found civilly liable under an anti-trust statute of the State of Maryland, another state, or the United States for acts or omissions in connection with the submission of bids or proposals for a public or private contract.
- D. during the course of an official investigation or other proceeding, admitted, in writing or under oath, an act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection A or C of this paragraph.

2. [State "none," or as appropriate, list any conviction, plea or admission as described in Paragraph 1 above, with the date, court, official or administrative body, the individuals involved and their position with the firm, and the sentence or disposition, if any]. None

3. I further affirm that neither I nor the above firm shall knowingly enter into a contract with the Mayor and Council of Rockville under which a person or business debarred or suspended from contracting with a public body under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland, will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

I acknowledge that this Affidavit is to be furnished to the Mayor and Council of Rockville and, where appropriate, to the State Board of Public Works and to the Attorney General. I acknowledge that I am executing this Affidavit in compliance with the provisions of Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland which provides that persons who have engaged in certain prohibited activity may be disqualified, either by operation in law or after a hearing, from entering into contracts with the Mayor and Council of Rockville. I further acknowledge that if the representations set forth in this Affidavit are not true and correct, the Mayor and Council of Rockville may terminate any contract awarded and take any other appropriate action.

NON—COLLUSION AFFIDAVIT

- 1. Am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
- 2. Such bid is genuine and is not a collusive or sham bid
- 3. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Mayor and Council of Rockville, Maryland (Local Public Agency) or any person interested in the proposed Contract; and
- 4. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant. I do solemnly declare and affirm under the penalties of perjury that the contents of these affidavits are true and correct.

Signature and Title Andra Norm owner Date May 12, 2021

COMPLETE AND RETURN WITH BID

CITY OF ALEXANDRIA, VA CODE TITLE 3, CHAPTER 3			
MODIFICATION OF CONTRACT	1. CONTRACT NAME Processing & Sale of Recyclable Materials	PAGE 1	OF PAGES 3
2. MODIFICATION NO. 004	3. EFFECTIVE DATE December 2, 2022	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY CITY OF ALEXANDRIA, VA PURCHASING DIVISION 100 N. PITT ST., SUITE 301 ALEXANDRIA, VA 22314		7. ADMINISTERED BY (If other than item 6) DEPARTMENT OF TRANSPORTATION & ENVIRONMENTAL SERVICES 301 KING STREET ALEXANDRIA, VA 22314	
8. NAME AND ADDRESS OF CONTRACTOR (No., Town, County, State and ZIP Code) BFI Transfer Systems of Virginia, LLC dba Northern Virginia MRF 7911 Notes Drive Manassas, VA 20109 DCiesla@republicservices.com; janderson4@republicservices.com		(X)	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. ITB860 / 1970
			10B. DATED (SEE ITEM 13) December 2, 2019
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS			
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers <input type="checkbox"/> is extended <input type="checkbox"/> is not extended.			
Offers must acknowledge receipts of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: a.) by completing Items 8 and 15 and returning one (1) copy of the amendment: or b.) By acknowledging receipt of this amendment on each copy of the offer submitted: FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted such change may be made by the process identified in the solicitation.			
12. ACCOUNTING AND APPROPRIATION DATA (If required)			
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.			
(X)	A. THIS CHANGE IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.		
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14.		
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:		
X	D. OTHER (Specify type of modification and authority) Purchasing Policies and Procedures		
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return 1 copy to the issuing office.			
14. DESCRIPTION OF MODIFICATION:			
This Modification is to exercise the City's option to renew the above referenced contract from December 2, 2022 to December 1, 2023. There are three (3) renewal options remaining.			
Modification also incorporates a 5.8% price increase to the contract pricing based on the October 2022 Consumer Price Index for Garbage and Trash collection.			
All other terms and conditions remain unchanged.			
15A. NAME AND TITLE OF SIGNER (type or print) Jack DeBell		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Darryl Jackson, CPPB, Deputy Purchasing Agent	
15B. CONTRACTOR <i>John DeBell</i> <hr/> (Signature of person authorized to sign)	15C. DATE SIGNED 11/17/2022	16B. CITY OF ALEXANDRIA, VA BY <hr/> (Signature of Contracting Officer)	16C. DATE SIGNED

ITB860
Processing & Sale of Recyclable Material
Amendment 001

S=Statement; Q=Question; A=Answer

Q1	Page 3 – The bid states bidders are not required to bid on Option 1 or Option 2. Can you please update this and also include Option 3.
A1	The sentence is hereby amended to the following: “Bidders are not required to bid on Option 1 or Option 2 or Option 3.”
S1	Page 3- The bid states that the City may award to a Contractor who has the lowest, responsive and responsible bid. However, the net value (unit price of base bid) and the extended price after completing the formula may come out as a negative number (cost to the City rather than a rebate). The City wishes to clarify that the lowest bid means the least expensive bid to the City. Please ensure that if your resulting numeric entry is negative, indicate with either (xxxx) or – xxxx.
Q2	If the Bidder enters in a zero cost (\$0.00) for Residual in the Part 1 table, how will we determine what the cost per ton for residual of a contaminated will be after contract award?
A2	<p>The bidder may enter any number in “Part 1: Value of a ton of Single Stream Recyclables” they wish the City to consider to ensure the residual portion of the stream’s value is reflected accurately.</p> <p>In the case of a contaminated load, the residual value will be multiplied by the Contaminated load’s scale weight (times) Residual (Transportation & Disposal) in Part 1 Value of a ton of Single Stream Recyclables after approval to treat that load as contaminated and contaminated loads will be reflected individual in monthly invoicing.</p>
S2	<p>The following Contract Clause H-9 is hereby added:</p> <p>USE OF CONTRACT BY OTHER PUBLIC BODIES</p> <p>A. Bidders/Proposers are advised that any Contract resulting from this solicitation may be extended, with the Contractor’s authorization, to another public body to permit its use of the Contract. If the Contractor authorizes another public body to use a Contract resulting from this solicitation, the Contractor will deal directly with that public body concerning all matters regarding the Contract, including, but not limited to:</p> <ol style="list-style-type: none"> 1. Terms and conditions required by that public entity; 2. Placement of orders; 3. Issuance of purchase orders; 4. Contractual disputes; and 5. Invoicing and payment. <p>B. A Contractor may withdraw its authorization to extend its Contract to a public body.</p> <p>C. It is the Contractor’s responsibility to notify other public bodies of the availability of the Contract.</p>



COMMONWEALTH OF VIRGINIA

WILLIAM & MARY

NOTICE OF CONTRACT RENEWAL and MODIFICATION # 2

04/01/2021

C1567-17F

Temporary Employment Services - Savera Works

From: Sherrene Moore
Senior Sourcing Specialist

Contractor Name: Savera Works (S,W,M)
18275 Riviera Way Leesburg VA, 20176

Current Contract Period: 7/1/2021 through 6/30/2022

RENEWALS Remaining: 5 one term auto-renewal options through final year end date (6/30/2027)

In accordance with the "Renewal of Contract" provision within the special terms and conditions of the original contract, C1567-17F is hereby renewed for the aforementioned renewal period. This signed acknowledgment of renewal will become part of the contract documents which include the original solicitation, all addenda, the original bid/proposal, the standard contract/purchase order and any subsequent contract modifications.

MODIFICATION:

Relative to the general scope of the above referenced contract, William & Mary hereby modifies the contract as follows:

1. *Auto-renewal: Remaining contract terms will automatically renew through the final end of allowable term date, 6/30/2027, unless otherwise modified or terminated. Contractor may propose modifications, as allowed by the contract, on an annual basis, no less than 90 days prior to the date of each auto-renewal.*
2. *Savera Works 2021 contract is renewed at the current rate with price increase pending completion of negotiations. A contract modification will be issued to reflect new rate and the effective date.*

Parking: *Vendors/Contractors who are in marked company vehicles who need to be on campus for less than an hour at a time can park in loading docks and do not require parking passes. Vendors/Contractors requiring access to a parking space for more than an hour at a time are required to purchase parking credentials on a daily, monthly or annual basis.*

Please go to: http://www.wm.edu/offices/auxiliary/parkingandtransportation/parking/general_decal/index.php for current policies, exceptions and pricing.

women-owned, minority-owned) a comparison of the total actual dollars spent on this contract with the planned involvement of the firm and business class as specified in the proposal, and the actual percent of the total estimated contract value.

The Contractor agrees to furnish the purchasing office the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided.

C. CONTRACT PARTICIPATION:

It is the intent of this solicitation and resulting contract to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions, or the College's affiliated foundations may access any resulting contract if authorized by the contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor, the resultant contract may be extended to the entities indicated above to purchase at contract prices in accordance with contract terms. The Contractor will notify the College in writing of any such entities accessing the contract. No modification of this contract or execution of a separate contract is required to participate. The Contractor will provide semi-annual usage reports for all entities accessing the Contract. Participating entities shall place their own orders directly with the Contractor and shall fully and independently administer their use of the contract to include contractual disputes, invoicing and payments without direct administration from the College. The College shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that the College is not responsible for the acts or omissions of any entity, and will not be considered in default of the contract no matter the circumstances.

The selected Contractor(s) will notify the University in writing of such entities accessing the contract. The selected Contractor(s) will provide semi-annual usage reports for all entities accessing the contract.

Use of this contract does not preclude any participating entity from using other contracts or competitive processes as the need may be.

It is the University's intent to market this cooperative access to other institutions and state entities for cooperative use. *Savera Works* is encouraged to promote any resulting contract to other institutions and state entities as a vehicle that satisfies competitive requirements.

3. Financial Proposal

See Payment Schedule attached: Attachment 2

4. Invoicing

Savera Works shall submit one original invoice referencing the correct Contract number and purchase order number to the Bill To address stated on each purchase order released.

Payment will be made in accordance with the Commonwealth of Virginia Prompt Payment Act. All invoices shall show the contract number and/or purchase order number. Invoices for items or services ordered, delivered, and accepted shall be submitted by the Contractor to the address that appears on the College's assigned eVA purchase order. Before payment is made, the College also will verify that all invoiced charges are correct and identified as being a part of this contract. Only properly submitted invoices shall be officially received for payment. Such invoices should include the following:

- Contractor Name
- W-9 with Federal Tax Identification Number (initial invoice only)
- Remit to address
- Complete Service Description
- Prices per Contract



**Participating Addendum
To
Master Agreement # 19101**

TIRES, TUBES AND SERVICES

Contractor: THE GOODYEAR TIRE & RUBBER COMPANY

Participating Entity: COMMONWEALTH OF VIRGINIA

The following products or services are included in this Agreement:

- All products and services listed in the NASPO ValuePoint Contractor’s Master Agreement # 19101. (“Master Agreement”).

The following products or services are not included in this agreement:

- Services which are unrelated to tires, tubes and services as defined in the Contractor’ Master Agreement # 19101.

1. Scope: This Participating Addendum (“Addendum”) amends the NASPO ValuePoint Master Agreement #19101 for Tires, Tubes & Services led by the State of Iowa, for use by state agencies and other entities located in the Commonwealth of Virginia, authorized by Virginia’s statutes to utilize State contracts with the prior approval of the State’s Chief Procurement Official.
2. Participation: This Addendum may be used by all state agencies, institutions of higher education, political subdivisions and other entities authorized to use statewide contracts, including private institutions of higher education in the Commonwealth of Virginia. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official. Use of this Addendum is optional.
3. Entire Agreement: The “Commonwealth of Virginia Terms and Conditions” are hereby incorporated in this Addendum. This Addendum is incorporated into and made a part of the Master Agreement, which taken together comprise the “Agreement” and govern all purchases that the Commonwealth of Virginia makes with the Contractor during the Term of the Agreement. To the extent necessary to give full effect to this Addendum, the provisions of this Participating Addendum shall supersede any provision of the Master Agreement that limit or is inconsistent with this Addendum. The Code of Virginia will supersede all documents comprising the Agreement.
4. Term: The initial term of this Agreement is February 1, 2020 through January 31, 2021 (“Term”). The entire term of this Agreement shall be effective from February 1, 2020 through March 31, 2024.

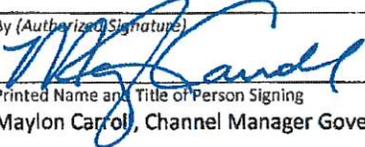


**Iowa Department of Administrative Services
Contracts Declaration & Execution Page**

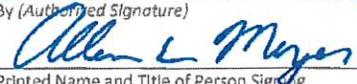
Title of Contract: Tires, Tubes and Services – NASPO ValuePoint		Bid Proposal Number RFP1118005083	Contract Number 19101
This Agreement is entered into between the State of Iowa (by and through its agency, the Department of Administrative Services) and the Contractor named below:			
State Agency's Name: Iowa Department of Administrative Services – Central Procurement Bureau			
Contractor's Name: The Goodyear Tire & Rubber Company			
Contract to Begin: April 1, 2019	Date of Expiration: March 31, 2024	Annual Extensions: None	
The parties agree to comply with the terms and conditions and attachments which are by this reference made a part of the Agreement:			
Section 1 – Terms & Conditions		Page 2	
Section 2 – Scope of Work.....		Page 26	
Section 3 – Pricing.....		Page 33	
Section 4 – Contacts		Page 36	

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto

Contractor: Goodyear Tire & Rubber Company

By (Authorized Signature) 	Date Signed 11/5/2018
Printed Name and Title of Person Signing Maylon Carroll, Channel Manager Government Sales	
Address 200 Innovation Way, Akron, OH 44316	

State of Iowa: Department of Administrative Services – Central Procurement Bureau

By (Authorized Signature) 	Date Signed 11/05/2018
Printed Name and Title of Person Signing Allen Meyer, COO	
Address 1305 E. Walnut Street, Hoover Building, Floor 3, Des Moines, IA 50319	

1.4. Amendments

The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.

1.5. Participants and Scope

- 1.5.1.** Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the Purchasing Entity to place the Order.
- 1.5.2.** Use of specific NASPO ValuePoint cooperative Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.
- 1.5.3.** Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Financial obligations of Participating Entities who are states are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating Entities who are states incur no financial obligations on behalf of other Purchasing Entities. Contractor shall email a fully executed PDF copy of each Participating Addendum to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.
- 1.5.4.** NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the NASPO cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.

**CONTRACT
BETWEEN
CITY OF HAMPTON, VIRGINIA
AND
TRI-STATE UTILITIES COMPANY**

The City of Hampton does not discriminate against faith-based organizations or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment in the performance of its procurement activity.

I. Identification of the Parties and Contract Documents.

This Contract, made on this 27th day of September 2018, by and between the City of Hampton, a municipal corporation of the Commonwealth of Virginia, located at 22 Lincoln Street, Hampton, Virginia 23669, the ("City") and Tri-State Utilities Company, a Virginia corporation having a principal place of business at 2111 Smith Avenue, Chesapeake, Virginia 23320, the ("Contractor"). The City and Contractor shall be referred to jointly as the "Parties."

It is mutually understood and agreed by the Parties hereto that the entire contents of RFP 18-55/EA dated May 29, 2018 and the Intent to Award Letter, dated September 7, 2018 (Exhibits "A") and Contractor's Response for Proposal dated July 10, 2018 (Exhibit "B") are incorporated herein by reference as the "Contract Documents" as if each had been fully set out and attached hereto.

In the event there is a conflict between the provisions of this Contract and the provisions of any of the foregoing documents, the provisions of this Contract shall prevail.

For purposes of this contract, the City's Contract Administrator ("City Contract Administrator") shall be Barry Dobbins, Wastewater Superintendent, 550 North Back River Road, Hampton, Virginia 23669.

The City and the Contractor, in consideration of the mutual covenants contained herein with respect to the performance of professional services by the Contractor and the payment for those services by the City, agree as set forth below.

II. Scope of Services. The Contractor shall perform services to the City in accordance with the standard of care and skill ordinarily possessed by a reputable provider of **Sewer Rehabilitation Services**. The Contractor will provide rehabilitation services for the City's Wastewater Gravity Sewer System to include but not limited to main, manholes and laterals as specified in the Contract Documents. Contractor shall perform services to the City on a project-by-project basis authorized by individual purchase orders. Contractor will provide a proposal to include a detailed scope of work for that specific project, a fixed fee, a project schedule with completion date. In the event that a conflict exists between the Contractor's proposal and the terms of this Contract, the terms of this Contract shall prevail.

III. Project Schedule and Performance.

A. Term.

1. **The Effective Date of this Contract shall be the date on which the City Manager or her designee signs the Contract.** [REDACTED] Signed 10/30/2018
2. This Contract shall commence on the Effective Date, and shall continue in force for the term of one (1) year.
3. This Contract may be extended upon mutual agreement of both parties for four (4) optional, one year period(s), upon the same prices, terms, and conditions set forth in this Contract and in the RFP. Each additional year referred to individually as a "Renewal Period". Said Renewal Period shall occur automatically unless written notice is given by the City to Contractor no later than 30 days before the expiration of the current period.

- D. Extent of Contract.** This Contract represents the entire Contract between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral.
- E. Severability.** If any part, term, or provision of this Contract, shall be found by a court of competent jurisdiction to be legally invalid or unenforceable, then such provision or portion thereof, shall be performed in accordance with applicable laws. The invalidity or unenforceability of any provision or portion of any contract document shall not affect the validity or any other provision or portion of this Contract.
- F. Non-Exclusivity.** The City reserve the right to procure services covered under this Contract from a third party when, in the City's sole discretion, it is deemed to be in the City's best interest.
- G. No Construction Against Drafting Party.** Each party to this Contract expressly recognizes that this Contract results from the negotiation process in which each party was represented by counsel and contributed to the drafting of this Contract. Given this fact, no legal or other presumptions against the party drafting this Contract concerning its construction, interpretation or otherwise accrue to the benefit of any party to the Contract, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Contract.
- H. Attorney Fees.** Contractor agrees that in the event of litigation arising from this Contract any judgement awarded to City against Contractor shall include all litigation expenses, including actual attorney's fees, appellate attorney's fees, and court costs. Contractor further agrees that City shall not be responsible for Contractor's litigation expenses, regardless of the outcome.

XVI. Cooperative Procurement. Section 2.2-4304 Code of Virginia (VPPA) will apply to this solicitation. Other Public Bodies may utilize any contract(s) issued pursuant to this solicitation by placing its own order(s) directly with the Contractor(s). The City of Hampton acts only as the issuing agent and is not responsible for placement of orders, payment or discrepancies of other participating Public Bodies.

XVII. Representatives and Notices. Any notice, demand, or request by or made pursuant to this Contract shall be deemed properly made if personally delivered in writing or sent by the parties by United States mail, postage paid, to the representative specified below or as otherwise designated in writing and agreed to by the Parties. Nothing in this section shall restrict the City from making routine communications with the Contractor.

To the City's Representative:

Barry Dobbins, Wastewater Superintendent
 Public Works-Wastewater Operations Division
 550 North Back River Road
 Hampton, Virginia 23669

To the Contractor's Representative:

From: Dobbins, Barry <bdobbins@hampton.gov>
Sent: Wednesday, June 23, 2021 2:48 PM
To: John Saintsing <johns@tristateutilities.com>
Cc: Kiefert, Rodney <rkiefert@hampton.gov>
Subject: FW: 2021 Rider Contract

John,

Hampton's contract with Tri-State has automatic renewals, as stated in the contract language. Our Procurement Office has confirmed that no contract renewal letters have been issued. The contract is good through 2023.

Thank you
Barry

Barry Dobbins | Operations Manager | Public Works | 757-726-2944 | #choosehampton



From: John Saintsing <johns@tristateutilities.com>
Sent: Tuesday, June 22, 2021 2:47 PM
To: Dobbins, Barry <bdobbins@hampton.gov>
Subject: [EXTERNAL] FW: 2021 Rider Contract

Barry,

Can you confirm that the City of Hampton Contract renews automatically?
I want to verify whether or not a written contract renewal letter was issued.

I do appreciate your time in this matter.



County of Fairfax, Virginia

NOTICE OF AWARD

WM Recycle America Holdings

Date of Award: 2023 February 1 | 09:35:21 EST

CONTRACT TITLE: Processing of Recyclable Materials

SOLICITATION NUMBER: RFP 2000003576

CONTRACT NUMBER: **4400011733**

NIGP CODE: **92677**

CONTRACT PERIOD: 2 years from Date of Award

RENEWAL: Three (3) one-year renewals

CONTRACTOR:
EnviroSolutions Holdings, Inc
45713 Woodland Rd
Sterling, VA 20166

SUPPLIER CODE:
1000050344

Contact: Michelle Deverin
E-mail: mdeverin@wm.com
Phone: 202-579-3887

TERMS: Net 30 days

FOB: Destination

PRICES: See Attached Pricing Schedule

DPMM CONTACT: Nicole Cifci, NIGP-CPP, CPPB, VCA, Contract Specialist II
Telephone: 703-324-2854
E-mail: Nicole.Cifci@FairfaxCounty.gov

ORDERING INSTRUCTIONS:

Any County Department and Fairfax County Schools may enter into FOCUS a shopping cart indicating the item required, the quantity, the payment terms and the delivery date. The purchase order must be annotated with the contract number. Requests exceeding the small purchase threshold (\$10k) will be routed to DPMM and a purchase order will be executed.

DocuSigned by:
Nicole Cifci
C42AFD859238483...

Nicole Cifci, NIGP-CPP, CPPB, VCA
Contract Specialist II

DISTRIBUTION:

Dept. of Finance – Accounts Payable/e
DPWES - SWMP– Susan Davidson/e
DPWES - SWMP– Hans Christensen/e

Contract Specialist – Nicole Cifci
Assistant Contract Specialist – Team 2
DPMM Supplier Diversity/e

Department of Procurement & Material Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013
Website: www.fairfaxcounty.gov/procurement
Phone (703) 324-3201, **TTY:** 711, **Fax:** (703) 324-3228

SPECIAL PROVISIONS**26. SUBCONTRACTING:**

- 26.1. If one or more subcontractors are required, the contractor is encouraged to utilize small, minority-owned, and women-owned business enterprises. For assistance in finding subcontractors, contact the Virginia Department of Small Business and Supplier Diversity <https://www.sbsd.virginia.gov>; local chambers of commerce and other business organizations.

27. USE OF CONTRACT BY OTHER PUBLIC BODIES:

- 27.1. Reference Paragraph 71, General Conditions and Instructions to Bidders, Cooperative Purchasing. Offerors are advised that the *resultant* contract(s) may be extended, with the authorization of the Offeror, to other public bodies, or public agencies or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms of the resulting contract. If any other public body decides to use the final contract, the Contractor(s) must deal directly with that public body concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing and payment. The County of Fairfax acts only as the "Contracting Agent" for these public bodies. Failure to extend a contract to any public body will have no effect on consideration of your offer.
- 27.2. It is the Contractors responsibility to notify the public body(s) of the availability of the contract(s).
- 27.3. Other public bodies desiring to use this contract will need to make their own legal determinations as to whether the use of this contract is consistent with their laws, regulations, and other policies.
- 27.4. Each public body has the option of executing a separate contract with the Contractor(s). Public bodies may add terms and conditions required by statute, ordinances, and regulations, to the extent that they do not conflict with the contracts terms and conditions. If, when preparing such a contract, the general terms and conditions of a public body are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that public body.
- 27.5. Fairfax County **shall not** be held liable for any costs or damages incurred by another public body as a result of any award extended to that public body by the Contractor.

28. NEWS RELEASE BY VENDORS:

- 28.1. As a matter of policy, the County does not endorse the products or services of a contractor. News releases concerning any resultant contract from this solicitation will not be made by a contractor without the prior written approval of the County. All proposed news releases will be routed to the Purchasing Agent for review and approval.

29. AMERICANS WITH DISABILITIES ACT REQUIREMENTS:

- 29.1. Fairfax County Government is fully committed to the Americans with Disabilities Act (ADA) which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all County programs, activities and services. Fairfax County government contractors, subcontractors, vendors, and/or suppliers are subject to this ADA policy. All individuals having any County contractual agreement must make the same commitment. Your acceptance of this contract acknowledges your commitment and compliance with ADA.