



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

**CONTRACT AWARD COVERPAGE**

<b>TO:</b> THC Enterprises, Inc. dba Mid-Atlantic Waste Systems 10641 Cordova Road Easton, Maryland 21601	DATE ISSUED: September 13, 2021 (Fairfax Award Date)
	CONTRACT NO: 24-DES-R-394
	CONTRACT TITLE: Repair, Parts, Service and Warranty for Refuse Truck Bodies and Mounted Equipment

**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. 24-DES-R-394 including any attachments or amendments thereto.

**EFFECTIVE DATE:** 10/5/2023

**EXPIRES:** September 12, 2024

**RENEWALS:** Two (2) One-year Renewals Remaining.

**COMMODITY CODE(S):** 06575, 92887

**LIVING WAGE:** N

**ATTACHMENTS:**

AGREEMENT No. 24-DES-R-394

**EMPLOYEES NOT TO BENEFIT:**

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

**VENDOR CONTACT:** Don Bouchard

**VENDOR TEL. NO.:** (240) 299-1652

**EMAIL ADDRESS:** [dbouchard@mawaste.com](mailto:dbouchard@mawaste.com)

**COUNTY CONTACT:** Carmen Rivera Lehman, DES-Equipment Bureau

**COUNTY TEL. NO.:** (703) 228-6465

**COUNTY CONTACT EMAIL:** [lehman@arlingtonva.us](mailto:lehman@arlingtonva.us)

**PURCHASING DIVISION AUTHORIZATION**

**TOMEKA D. PRICE** Title **PROCUREMENT OFFICER** Date **10/5/2023**



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

**RIDER AGREEMENT NO. 24-DPR-R-394**

THIS AGREEMENT (hereinafter "Agreement") is made on 10/5/2023, between THC Enterprises, Inc. dba Mid-Atlantic Waste Systems ("Contractor"), a Maryland corporation with a place of business at 10641 Cordova Road, Easton, Maryland 21601 authorized to transact business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration specified herein or specified in a County Purchase Order referencing this Agreement, agree as follows:

**1. CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, and:

Exhibit A – Technical Specification

Exhibit B – Contract Pricing

Exhibit C – County of Fairfax, Virginia Acceptance Agreement Contract Number 4400010748, including any attachments or modifications/amendments thereto.

County of Fairfax, Virginia Invitation for Bid 2000003350, including any Addendums is incorporated by reference.

This Agreement is a rider to an original contract awarded by County of Fairfax, Virginia and extended by the Contractor to the County with the same terms and conditions as the original agreement executed as a result of a competitive solicitation issued by County of Fairfax, Virginia. Where the terms of this Agreement vary from the terms and conditions of the other Contract Documents, the terms and conditions of this Agreement shall prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either has made any representation or promise about the parties' agreement not contained in the Contract Documents.

**2. CONTRACT TERM**

The Contractor's provision of goods and services for the County ("Work") shall commence on 10/5/2023 and shall be completed no later than September 12, 2024 ("Contract Term"), subject to any modifications as provided for in the Contract Documents regarding the Contract Term. No aspect of the Work shall be deemed complete until it is accepted by the County's Project Officer.

Upon satisfactory performance by the Contractor, the County may elect to renew this Agreement under the same contract terms for two (2) additional one-year periods from September 13, 2024, to September 12, 2026.

**3. PAYMENT**

Payment will be made by the County to the Contractor within forty-five (45) days after receipt by the County Project Officer of an invoice detailing the Work provided by the Contractor and accepted by the County. All payments will be made from the County to the Contractor via ACH. The Project Officer will either approve the invoice or require corrections. The number of the County Purchase Order pursuant to which authority goods or services have been performed or delivered shall appear on all invoices.

**4. SCOPE OF WORK**

The Contractor agrees to deliver the goods and/or services described in the Contract Documents (hereinafter “the Work”). The primary purpose of the Work is to provide Repair, Parts, Service and Warranty for Refuse & Truck Bodies and Mounted Equipment for all departments and activities of Arlington County facilities on an as needed basis.

The Contract Documents set forth the minimum Work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor’s responsibility, at the Contractor’s sole cost, to provide the specific Work set forth in the Contract Documents sufficient to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor’s responsibility to manage the details and execution of the Work.

**5. PROJECT OFFICER**

The performance of the Contractor is subject to the review and approval of the County Project Officer (“Project Officer”) who shall be appointed by the Director of the Arlington County department or agency which seeks to obtain the Work pursuant to this Contract. However, the Contractor shall manage the details of the execution and performance of its Work pursuant to the Contract Documents.

**6. COUNTY PURCHASE ORDER REQUIREMENT**

County purchases are authorized only if a County Purchase Order is issued before the transaction. A Purchase Order must indicate that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense.

**7. NON-APPROPRIATION**

All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County's written notice.

**8. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION**

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its Work pursuant to this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances, and regulations.

**9. NOTICES**

Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered by an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

**TO THE CONTRACTOR:**

Don Bouchard, Branch Manager  
THC Enterprises, Inc. dba Mid Atlantic Waste Systems  
10641 Cordova Road  
Easton, Maryland 21601  
Phone: (240) 299-1652  
[dbouchard@mawaste.com](mailto:dbouchard@mawaste.com)

**TO THE COUNTY:**

Carmen Rivera Lehman, Project Officer  
DES – Equipment Bureau  
2701 South Taylor St  
Arlington, Virginia 22206  
Phone: (703) 228-6465  
Email: [clehman@arlingtonva.us](mailto:clehman@arlingtonva.us)

**AND**

Dr. Sharon T. Lewis, LL.M, MPS, VCO, CPPB  
Purchasing Agent  
Arlington County, Virginia  
2100 Clarendon Boulevard, Suite 500

Arlington, Virginia 22201  
Phone: (703) 228-3294  
Email: [slewis1@arlingtonva.us](mailto:slewis1@arlingtonva.us)

**TO COUNTY MANAGER’S OFFICE (FOR PROJECT CLAIMS):**

Mark Schwartz, County Manager  
Arlington County, Virginia  
2100 Clarendon Boulevard, Suite 318  
Arlington, Virginia 22201

**10. ARLINGTON COUNTY BUSINESS LICENSES**

The Contractor must comply with the provisions of Chapter 11 (“Licenses”) of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060, or e-mail [business@arlingtonva.us](mailto:business@arlingtonva.us).

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON  
COUNTY, VIRGINIA

THC ENTERPRISES, INC. DBA  
MID ATLANTIC WASTE SYSTEMS

AUTHORIZED DocuSigned by:  
SIGNATURE: Tomeka D. Price

5950D4E0A0C0472...  
NAME: Tomeka D. Price

TITLE: Procurement Officer

DATE: 10/5/2023

AUTHORIZED DocuSigned by:  
SIGNATURE: Donald Bouchard

83651E1539FB499...  
NAME: Donald Bouchard

TITLE: Branch Manager

DATE: 10/4/2023

**EXHIBIT A  
TECHNICAL SPECIFICATIONS**

**1. GENERAL INFORMATION**

- 1.1. Contractor must be authorized to perform warranty work and provide Original Equipment Manufacturer (OEM) parts with service. Copies of Certification or other documentation will be required.

**2. WARRANTY**

- 2.1. Contractor must provide warranty summaries within 10 business days of notice of award and provide detailed warranty information within three business days when requested by the County.
- 2.2. Warranties shall be manufacturer's standard and shall be inclusive of any other warranty requirements which may be stipulated elsewhere herein.
- 2.3. Contractor shall be responsible for the execution and effectiveness of all product warranty and shall be the sole source for solutions to problems arising from warranty claims. Contractor agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.
- 2.4. Warranty claims shall be processed in a timely manner, not to exceed 10 business days after pickup from a DVS facility for parts, or delivery of the vehicle to the vendor's site for service. If any issues arise that would exceed this limit, vendor must inform the DVS facility before the 10 days expire.
- 2.5. Contractor shall furnish warranty summaries for all installed parts when repairs are made by the Contractor if warranty information was not provided when award was made, with the ability to provide detailed warranty information if requested subject to Para. 6.1.
- 2.6. All services and repairs to include Workmanship shall be guaranteed free from defects for 365 days.
- 2.7. Warranty Repairs
  - (a) All warranty work performed under this contract will be performed at the vendor's facilities unless otherwise requested by the County.
  - (b) The Contractor is responsible for any transportation charges incurred by the Contractor to move the vehicle to their facility when required for warranty issues caused by the Contractor.
  - (c) Repair order must be provided upon pickup stating what work was completed and any parts used. The County may request detailed information on the above repair order, the Contractor will then have three business days to provide the information to the County.
  - (d) Arlington County will not pay any deductible for warranty work.

**3. PARTS**

- 3.1. Return of New and Unused Parts: (a) Contractor will assist the County in ordering the proper products. Any new, unused parts (to include stock, nonstock, special-order, and obsolete) purchased under the contracts created from this solicitation will be able to be returned for full credit, less any special shipping cost, if returned within one year (365 days) of purchase.
- 3.2. Annual Inventory Maintenance: (b) At least once a year, the contractor shall, at no cost to the County, provide assistance (technical or manual) in identifying and purging obsolete inventory. In addition, the contractor shall, in a timely manner, provide any information and assistance pertaining to the product line being offered by this bidder relating to: stock number changes,

updating material management information and inventory due to changes in product specification, new catalogs or technical bulletins, or any other relevant information.

**EXHIBIT B  
CONTRACT PRICING**

Notice of Award  
Repair, Parts, Service and Warranty for Refuse Truck Bodies and Mounted Equipment  
Page 4

**PRICING SCHEDULE**

<b>SECTION I- County Issued Parts</b>						
<b>Item No.</b>	<b>Item Description</b>	<b>Manufacturer &amp; Part Number</b>	<b>Delivery STOCK - ITEMS</b>	<b>Delivery NON-STOCK ITEMS</b>	<b>Unit Price</b>	<b>Contractor / Contract Number</b>
4	PIN, UPPER CYLINDER	Bayne 4900-0023	1 Day	3 Days	\$53.72	THC Enterprises, Inc 4400010748
5	PIN, CYLINDER	Bayne 4900-0025	1 Day	3 Days	\$47.52	THC Enterprises, Inc 4400010748
6	EYE BOLT	Aftermarket Heil 204-8414	1 Days	3 Days	\$24.14	THC Enterprises, Inc 4400010748
7	GRIPPER BELT	Aftermarket Heil 071-0843	1 Day	3 Days	\$15.20	THC Enterprises, Inc 4400010748
8	BEARING	Bayne 2603-1401	1 Day	3 Days	\$2.06	THC Enterprises, Inc 4400010748
9	SLEEVE	Bayne 2603-1402	1 Day	3 Days	\$3.10	THC Enterprises, Inc 4400010748
10	TOTTER CYLINDERS	Bayne 3020-1001	1 Day	3 Days	\$346.07	THC Enterprises, Inc 4400010748
11	CLAMP, 7/8 INCH	Idusco 25200471	1 Day	3 Days	\$18.57	THC Enterprises, Inc 4400010748
13	VALVE & SOLENOID, RE	J&J Truck Equipment 711C-12PI601BA	1 Day	3 Days	\$80.26	THC Enterprises, Inc 4400010748
14	SOLENOID, TOP DOOR VA	J&J Truck Equipment HQ-310-12VDC	1 Day	3 Days	\$53.57	THC Enterprises, Inc 4400010748
17	VALVE, FLOOR CYL CHECK	Keith 3709401	1 Day	3 Days	\$274.05	THC Enterprises, Inc 4400010748
18	FLOOR CHECK VALVES	Keith 6520103	1 Day	3 Days	\$293.31	THC Enterprises, Inc 4400010748

**PRICING SCHEDULE**

<b>SECTION II- MANUFACTURERS – Percentage Discount and Labor Rates</b>						
<b>Item No.</b>	<b>Manufacturer</b>	<b>Percentage (%) Discount Off List Price for Parts</b>	<b>Delivery STOCK - ITEMS</b>	<b>Delivery NON-STOCK</b>	<b>Labor Rate Per-Hour</b>	<b>Contractor / Contract Number</b>
7	Bayne	5%	1 Day	7 Days	\$120.00	THC Enterprises, Inc 4400010748



<b>SECTION II- MANUFACTURERS – Percentage Discount and Labor Rates</b>						
Item No.	Manufacturer	Percentage (%) Discount Off List Price for Parts	Delivery STOCK - ITEMS	Delivery NON-STOCK	Labor Rate Per-Hour	Contractor / Contract Number
23	Galbreath Refuse Truck Equipment	10%	1 Day	7 Days	\$120.00	THC Enterprises, Inc 4400010748
30	Heil Truck Bodies & Trailer	10%	1 Day	7 Days	\$120.00	THC Enterprises, Inc 4400010748
53	Pac-Mac Trucks	2%	1 Day	7 Days	\$120.00	THC Enterprises, Inc 4400010748
77	Valk	5%	1 Day	7 Days	\$120.00	THC Enterprises, Inc 4400010748

**PRICING SCHEDULE**

<b>SECTION III- Additional Manufacturers/Equipment</b>						
Item No.	Manufacturer	Percentage (%) Discount Off List Price for Parts	Delivery STOCK - ITEMS	Delivery NON-STOCK	Labor Rate Per-Hour	Contractor / Contract Number
144	Auto Crane Service/Crane Truck Body	10%	1 Day	7 Days	\$120.00	THC Enterprises, Inc 4400010748
145	Vacall Sewer/Vac Trucks	10%	1 Day	7 Days	\$120.00	
146	Buyers Products Accessory Parts	5%	1 Day	7 Days	\$120.00	
147	PRT Dumpster/Container Parts	5%	1 Day	7 Days	\$120.00	

Warranty Terms and Parts Return Policy:

Contractor	Return Policy Stock Parts	Return Policy Non-Stock Parts	Warranty Parts	Warranty Labor
<b>THC Enterprises Inc.</b>	Full Credit if returned within 45 days of purchase in saleable condition	<p><b>Bayne Thinline</b> – Within 45 days of purchase in saleable condition subject to no credit to full credit upon inspection and approval by Bane</p> <p><b>Heil</b> – Not returnable in most cases</p> <p><b>Galbreath</b> – Partial to full credit contingent on Go To Parts inspection and approval</p>	<p><b>Thinline Commercial/Industrial Units</b> – 1 Year from date of delivery</p> <p><b>Bayne</b> – 90 Days for replacement only</p> <p><b>OEM Heil parts</b> -180 Days from date of purchase</p> <p><b>OEM Heil electrical parts</b> – 30 Days from date of purchase</p> <p><b>Galbreath</b> – Cylinders, motors, pumps, valves – 1 Year</p> <p>Electrical &amp; other parts – 90 Days</p>	None

# EXHIBIT C



## County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

Date of Award: 9/13/2021

THC Enterprises, Inc.  
dba Mid Atlantic Waste Systems  
10641 Cordova Road  
Easton, MD 21601

Attention: Justin Galloway, Branch Manager

Reference: IFB2000003350; Repair Parts, Service and Warranty Repairs for Refuse & Truck Bodies and Mounted Equipment

### Acceptance Agreement

**Contract Number: 4400010748**

This acceptance agreement signifies a contract award for Repair Parts, Service and Warranty Repairs for Refuse & Truck Bodies and Mounted Equipment, as follows:

AWARD:

Section I (County Issued Parts): Items 4, 5, 6, 7, 8, 9, 10, 11, 13, 14, 17, 18

Section II (Manufacturers – Percentage Discount and Labor Rate): Items 7, 23, 30, 53, 77

Section III (Additional Manufacturers/Equipment): Items 144-147

The period of the contract shall be three (3) years from the Date of Award with two (2) one-year renewal options.

The contract award shall be in accordance with:

- 1) This Acceptance Agreement;
- 2) The Terms and Conditions of IFB2000003350; and
- 3) Your Bid dated August 16, 2021.

Please note that this is not an order to proceed. A Purchase Order constituting your notice to proceed will be issued to your firm. Please provide your Insurance Certificate according to Special Provision, Section 15 within 10 days after receipt of this letter. All questions in regards to this contract shall be directed to the Contract Specialist, Krystyna Watts at 703-324-3279 or via e-mail at [krystyna.watts@fairfaxcounty.gov](mailto:krystyna.watts@fairfaxcounty.gov).

Sincerely,

DocuSigned by:

Cathy A. Muse, CPPO  
Director/County Purchasing Agent

**Department of Purchasing & Supply Management**

12000 Government Center Parkway, Suite 427  
Fairfax, VA 22035-0013

**Website:** [www.fairfaxcounty.gov/dpsm](http://www.fairfaxcounty.gov/dpsm)

**Phone** 703-324-3201, **TTY:** 1-800-828-1140, **Fax:** 703-324-3228