



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

RIDER AGREEMENT NO. 23-DES-R-314

THIS AGREEMENT (hereinafter "Agreement") is made on 9/28/2022 by the County, between **Valley Supply & Equipment Company, Inc.** ("Contractor"), a corporation with a place of business at 1109 Middle River Road Baltimore, MD 21220 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, **Exhibit A The City of Baltimore Memo Contract #B50005919**, dated **November 16, 2021**, together with any exhibits and amendments issued or applicable thereto (collectively, "Contract Documents" or "Contract"). This Agreement rides a contract awarded to the Contractor by **The City of Baltimore** and extended by the Contractor to the County on the same terms and conditions as the Contractor's agreement with **The City of Baltimore**, 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 of them has made any representation or promise with respect to the parties' agreement which is not contained in the Contract Documents.

2. CONTRACT TERM

The Contractor's provision of goods and services for the County ("Work") shall commence upon the execution of the Agreement by the County" and shall be completed no later than **December 8, 2023** ("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, if **The City of Baltimore** renews their agreement identified in **Exhibit A**, the County may elect to renew this Agreement under the same contract terms for **one (1) one-year renewal period** from **December 9, 2023**, to **December 8, 2024** ("Subsequent Contract Term"). However, if **The City of Baltimore** does NOT renew their agreement identified in **Exhibit A**, this Agreement shall automatically expire on the contract expiration date.

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. Each invoice must certify that the invoice submitted is a true and accurate accounting of the work performed and goods and/or services provided and must be signed and attested to by the Contractor or authorized designee. 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 perform the goods and/or services described in the Contract Documents (hereinafter "the Work"). The primary purpose of the Work is to furnish O.E.M Parts and Service for JCB and LeeBoy Equipment.

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, it shall be the responsibility of the Contractor to 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 in advance of 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. COVID-19 VACCINATION POLICY FOR CONTRACTORS

Due to the ongoing COVID-19 pandemic, the County has taken various steps to protect the welfare, health, safety, and comfort of the workforce and public at large. As part of these steps, the County has implemented various requirements with respect to health and safety including policies with respect to social distancing, the use of face-coverings and vaccine mandates. To protect the County's workforce and the public at large, all employees and subcontractors of the Contractor who are assigned to this Contract, should be fully vaccinated against COVID-19. Any contractor employee or subcontractor who is not fully vaccinated should be following a weekly testing protocol as established by the Contractor, unless exempt pursuant to a valid reasonable accommodation under state or federal law.

9. 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.

10. 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:

J. W. Walker
1109 Middle River Road
Baltimore, MD 21220
Phone: (410) 780-4000; (703) 928-5855
Email: jwalker@valleysupplyequipment.com

TO THE COUNTY:

Carmen Rivera Lehman
2701 S. Taylor ST.
Arlington, VA. 22206
Phone: 703-228-6465
Email: 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

TO COUNTY MANAGER'S OFFICE (FOR PROJECT CLAIMS):

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

11. 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.

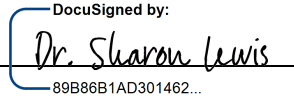
12. COUNTERPARTS

This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

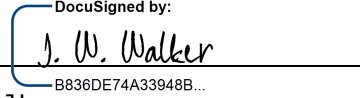
VALLEY SUPPLY & EQUIPMENT COMPANY, INC.

AUTHORIZED
SIGNATURE:  DocuSigned by:
89B86B1AD301462...

NAME: DR. SHARON T. LEWIS

TITLE: PURCHASING AGENT

DATE: 9/28/2022

AUTHORIZED
SIGNATURE:  DocuSigned by:
B836DE74A33948B...

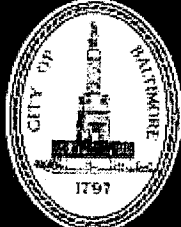
NAME: J. W. Walker

TITLE: Branch Manager

DATE: 9/27/2022

Exhibit A

The City of Baltimore Memo
#B50005919

FROM	NAME & TITLE	Keasha L. Brown, CPPO, Acting City Purchasing Agent	CITY OF BALTIMORE MEMO 90	
	AGENCY NAME & ADDRESS	Department of Finance, Bureau of Procurement 7 East Redwood Street, 10 th Floor		
	SUBJECT	Informal – Renewal		

TO

Honorable President and Members
of the Board of Estimates

DATE: November 16, 2021

Dear President and Members:

ACTION REQUESTED OF B/E:

The Board is requested to approve a renewal of **Solicitation Number B50005919 – O.E.M Parts & Service for JCB & LeeBoy Equipment** to Valley Supply & Equipment Company, Inc. at 1109 Middle River Road, Baltimore, MD 21220. The renewal period covered is December 9, 2021 through December 8, 2022 with two, one-year renewal options remaining on the contract.

AMOUNT OF MONEY AND SOURCE FUNDS:

No additional funds requested. Account No.: Various

BACKGROUND/EXPLANATION:

On December 11, 2019, the Board approved an initial award as shown in the Contract Value Summary below. The Board is requested to approve the first of three, one-year renewal options available on this contract.

The above amount is the City's estimated requirement; however, the vendor shall supply the City's entire requirement, be it more or less.

PO# P549893**Agency: DGS/Fleet Management****CONTRACT VALUE SUMMARY:**

-1 Initial award approved by the Board on December 11, 2019	\$500,000.00
2.1 st Renewal pending Board approval	\$ 0.00
Total Contract Value	\$500,000.00

MBE/WBE PARTICIPATION:

On July 23, 2019, MWBOO determined that no goals would be set because of no opportunity to segment the contract.

LOCAL HIRING:

Not Applicable.

LIVING WAGE:

Not applicable.

Attachment: MWBOO Form

APPROVED BY BOARD OF ESTIMATES

DATE

NOV 24 2021

CLERK

KLB: KA

0487

LAW DEPARTMENT

BUREAU OF PROCUREMENT

JUL 23 2019

M/WBE Coordinator: Colles Corprew Date: ^{MWBOO} ~~July 23, 2019~~

AGENCY PRE-SOLICITATION MBE/WBE WAIVER REQUEST

Contracting Agency: Procurement for Fleet Management, DGS

Contract Number and Title: O.E.M. Parts and Service for vehicles, trucks, and equipment

Term of Contract: 2 years with 3 additional one-year renewal

Dollar value of Contract \$3,000,000.00

Explain why waiver is requested:

The purpose of this waiver is to establish an overall waiver for the purchase of O.E.M parts, equipment and services for all solicitations that are related to vehicles, trucks and equipment. There is no opportunity to segment the contract. O.E.M part distributions, maintenance and repairs, including warranty repairs are to be performed by an authorized service center.

Agency intends to use a selected source: Yes X No
Agency intends to use sole source: Yes X No
If yes, selected/ sole source is MBE WBE

Attach a copy of the contract budget/requisition.
If contract will be competitively bid, attach a list of businesses solicited (if any) and indicate which are MBE or WBE. See attached.

Barbara Ready July 23, 2019
Signature Date

Barbara Ready, Procurement Specialist I 410-396-2792
Name and Title Phone #

Action by Minority and Women's Business Opportunity Office

[Signature] 7/23/19 Waiver Approved
Signature Date

Tamara Brown, Chief Waiver Denied
Name and Title

Reason if Denied:

CITY OF BALTIMORE

BRANDON M. SCOTT, Mayor



DEPARTMENT OF FINANCE

BUREAU OF PROCUREMENT
7 East Redwood Street, 10th Floor
Baltimore, Maryland 21202

Valley Supply & Equipment Company, Inc
1109 Middle River Road
Baltimore, MD 21220

Sent via Citibuy

Re: Contract # **B50005919 – O.E.M Parts & Service for JCB & LeeBoy Equipment**

To Whom It May Concern:

This letter is to inform you that on **November 24, 2021**, the Honorable Board of Estimates approved our request to renew the above referenced contract for the period of **December 9, 2021** through **December 8, 2022**. This is the **first** renewal term. After this period, there are two(2) one-year renewal option(s) at the sole discretion of the City. You will shortly receive, or may have already received, via email, a purchase order that reflects the renewal period, and indicates the upset amount for work performed during the period. The City is not responsible for invoices that exceed the upset amount, or for work that is done without a purchase order or change order.

Please email a current insurance certificate referring the contract number by **February 03, 2022** to:

shelley.hawkins@baltimorecity.gov
Shelley Hawkins
Bureau of Procurement
7 E. Redwood Street 10th floor
Baltimore, MD 21202

We would appreciate your prompt attention to this matter.

Sincerely,
KLB/srh
Keasha L. Brown, CPPO
Acting City Purchasing Agent

KLB/sh