



Riding Loudoun County - waiting for renewal and name change documents
Now operating as Clean Restroom Rentals

FAUQUIER COUNTY GOVERNMENT AND PUBLIC SCHOOLS

PROCUREMENT DIVISION
320 Hospital Drive, Suite 23
Warrenton, Virginia 20186
Phone: (540) 422-834
Megan.Roberts@fauquiercounty.gov

March 6, 2024

Five Star Portables, Inc.
45910 Transamerica Plaza, Suite 103
Sterling, VA 20166

Attn: Patricia Goins

RE: Contract # 106-24mr

Fauquier County Government and Public Schools wishes to exercise its option to renew the above referenced contract .The renewal period will be from **March 1, 2024 through February 28, 2026**. This is one (1) of the additional two (2) year renewal options remaining on the Contract. It is understood and agreed that all terms, conditions, modifications and prices remain the same during the renewed contract period. Please forward a current Certificate of Insurance, with "Fauquier County and/or Fauquier County Public Schools" as Certificate Holders and endorsed as the additional insured.

If this renewal is agreeable with your firm. please sign below, and return this letter as soon as possible. If you have any questions pertaining to this renewal, please do not hesitate to contact me. A copy of the fully executed contract renewal will be returned for your files.

Sincerely,

Megan Roberts

Megan Roberts, Procurement Officer III

Five Start Portables, Inc.

Signature of Authorized Representative

Patricia Goins-Director

Print Name and Title

03/12/2024

Date

Fauquier County and the Fauquier County School Board, political subdivisions of the Commonwealth of Virginia

Signature of Authorized Representative

Procurement Manager

Title

3/12/2024

Date

FAUQUIER COUNTY GOVERNMENT AND SCHOOL BOARD
Contract #106-mrc
Rental of Portable Toilets
(Contract Rider County of Loudoun Contract # RFP 482783)

This Agreement is made and entered into this 21st day of August 2023, by Fauquier County and the Fauquier County School Board, political subdivisions of the Commonwealth of Virginia, collectively referred to as "Owner" (such reference is for the matter of convenience only) and Five Star Portables, Inc., having its principal place of business at 45910 Transamerica Plaza, Suite 103, Sterling VA 20166, hereinafter referred to as "Contractor".

WITNESSETH that the Contractor and the Owner, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF SERVICES: The Contractor shall provide Rental of Portable Toilets and other related supplies and services on an as needed basis to the Owner, as set forth in the Contract Documents.

COMPENSATION: The Owner will pay and the Contractor will accept fees for the Rental of Portable Toilets and other related supplies and service at various locations for Fauquier County and Fauquier County School Board in accordance with Contract # RFP 482783, and all catalog pricing incorporated herein by reference and in accordance with the County of Loudoun Contract referenced above.

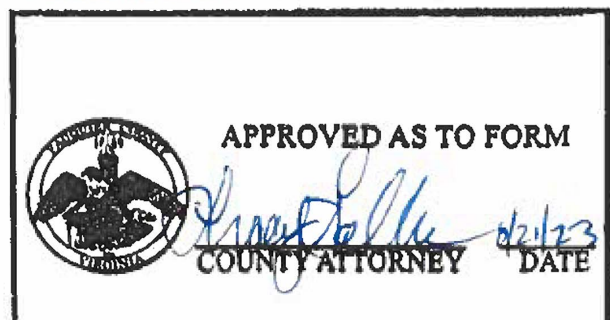
CONTRACT PERIOD: **Date of Award through February 29, 2024.** This Contract may be extended up to two (2) times, for two additional two (2) year renewal periods, upon the request of the County of Loudoun and written agreement by Supplier.

The contract documents shall consist of and in the event of conflict or ambiguity, shall be interpreted in the following order of priority:

- (1)e This signed form inclusive of Insurance Checklist and Certification of No Crimes Against Children;
- (2)e Fauquier County's General Terms & Conditions;
- (3)e Email Dated August 17, 2023; Attachment Ae
- (4)e County of Loudoun Contract RFP # 482783; inclusive of Addenda, attachments, and proposal submitted under County of Loudoun Solicitation RFP # 482783 which is incorporated herein by reference;

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

	Five Start Portables, Inc.		Fauquier County and Fauquier County School Board, political subdivisions of the Commonwealth of Virginia
By:	<i>patricia goins</i>	By:	<i>Jeff Campbell</i>
Title:	Owner/Director	Title:	Procurement Manager
Date:	9/1/23	Date:	9/5/2023



**DIVISION OF RISK MANAGEMENT
INSURANCE CHECKLIST**

Items marked "X" are required to be provided if award is made to your firm.

<u>Required</u>	<u>Coverage Required</u>	<u>Limits</u> <u>(figures denotes minimum)</u>	
<u>X</u>	1. Workers' Compensation and Employers' Liability; Admitted in Virginia Employers' Liability All States Endorsement USL & H Endorsement Voluntary Compensation Endorsement Best's Guide Rating-A-VIII or better or its equivalent	1. Statutory Limits of the Commonwealth of VA Yes \$100,000/\$500,000/\$100,000 Statutory Statutory	
<u>X</u>	2. Commercial General Liability General Aggregate Products/Completed Operations Personal and Advertising Injury Fire Legal Liability Best's Guide Rating-A-VIII or better or its equivalent	2. \$1,000,000 (CSL) Each Occurrence \$2,000,000 \$2,000,000 \$1,000,000 \$100,000 Per Occurrence	
<u>X</u>	3. Automobile Liability Owned, Hired, Borrowed & Non-owned Motor Carrier Act End. Best's Guide Rating-A-VIII or better, or its equivalent	3. \$1,000,000 combined Single Limit Bodily Injury and Property Damage Each Occurrence (note, symbol "1" on liability coverage)	
---	4. Prof. Errors and Omissions Best's Guide Rating-A-VIII or better or its equivalent	4. \$1,000,000 (CSL) Each Claim	
---	5. Garage Liability	5. \$1,000,000 CSL Each Occurrence	
---	6. Garage Keeper's Legal Liability Best's Guide Rating-A-VIII or better, Or its equivalent	6. a) Maximum Value of One Vehicle b) Maximum Value of All Vehicles Held by Contractor	
---	7. Umbrella Liability Best's Guide Rating-A-VIII or better, or its equivalent.	7. \$1,000,000 Minimum	
---	8. Other Insurance: Cyber Liability as needed	8. \$1,000,000 Minimum	
<u>X</u>	9. Auto and General Liability Policies shall be endorsed to name Fauquier County and/or County Public School Board as additional insured (This coverage is primary to all other coverage The County and Schools may possess and must be shown on the certificate)		Fauquier
<u>X</u>	10. The Contractor shall provide 30 days written notice of any policy cancellation for policies specified Checklist to Fauquier County and/or Fauquier County School Board in accordance with the timelines and stipulations in Code of Virginia Section 38.2-231.		on this
<u>X</u>	11. The Certificate must state Bid/RFP No. and Bid/RFP Title.		
<u>X</u>	12. Contractor shall submit Certificate of Insurance within five (5) business days from notification of award, and shall provide updated Certificates for the duration of the contract.		

OFFEROR STATEMENT

We understand the Insurance Requirements of these specifications and will comply in full if awarded this contract.

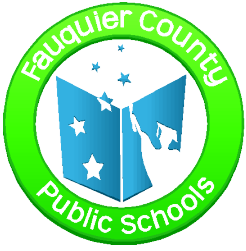
FIVE STAR SEPTIC INC.

FIRM

patricia goins
SIGNATURE

Revised 4/8/2021, Proc/HR

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**Fauquier County
and
Fauquier County Public Schools**



**CERTIFICATION
OF
NO CRIMES AGAINST CHILDREN**

Contractor acknowledges that the implementation of this Contract requires Contractor, Contractor’s employees, or other persons that will provide services under this Contract to have direct contact with students and children. Therefore, Contractor hereby certifies that neither Contractor, Contractor’s employees, nor any person that will provide services under this Contract who will have direct contact with students and children on Fauquier County Public School and/or Fauquier County property have been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Contractor understands that, pursuant to Code of Virginia §22.1-296.1, making a materially false statement regarding offenses which are required to be included in the certification referenced above is a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. Fauquier County Public Schools and/or Fauquier County shall not be liable for materially false statements regarding the certifications required under this Contract.

Contractor certifies that employees, or any person who will have direct contact with students and children under this contract have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of child.

FIVE STAR SEPTIC INC.
Company Name

106-mrc / Rental of Portable Toilets
Contract # and Title

45910 Transamerica Plaza Suite 103
Company Address

703-716-0707
Company Phone Number

Patricia Goins
Print Name of Authorized Representative

Owner/Director
Authorized Representative Title

patricia goins
Authorized Representative Signature

9/1/23
Date

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GENERAL TERMS, CONDITIONS AND INSTRUCTIONS TO BIDDERS/OFFERORS

Revised 08/05/2021

Vendor: These general rules and conditions shall apply to all purchases and be a part of each solicitation and every contract awarded by the Procurement Division, unless otherwise specified. The Procurement Division is responsible for the purchasing activity of Fauquier County, which is comprised of the Fauquier County Board of Supervisors, a body politic and political subdivision of the Commonwealth of Virginia, and the Constitutional Officers of Fauquier County, Virginia, and the Fauquier County School Board, a body corporate. The term "Owner" as used herein refers to the contracting entity which is the signatory on the contract and may be either Fauquier County or the Fauquier County School Board, or both. Bidder/Offeror or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids/proposals: failure to do so will be at the bidder's/Offeror's own risk and except as provided by law, relief cannot be secured on the plea of error.

Subject to all Federal, State and local laws, policies, resolutions, regulations, rules, limitations and legislation, bids/proposals on all solicitations issued by the Procurement Division will bind bidders/Offerors to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

- 1. AUTHORITY**-Except as delegated in the Procurement Procedures Manual, the Purchasing Agent has the sole responsibility and authority for negotiating, placing and when necessary modifying every solicitation, contract and purchase order issued by the Owner. In the discharge of these responsibilities, the Purchasing Agent may be assisted by assigned buyers. Unless specifically delegated by the Purchasing Agent, no other Owner officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the Owner for an indebtedness. Any purchase order or contract made which is contrary to these provisions and authorities shall be of no effect and void and the Owner shall not be bound thereby.
- 2. COMPETITION INTENDED:** It is the Owner's intent that this solicitation permit competition. It shall be the Bidder's/Offeror's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, stifles competition or inadvertently restricts or limits the requirements stated in this solicitation to a single source. The Purchasing Agent must receive such notification not later than five (5) business days prior to the deadline set for acceptance of the bids/proposals.

CONDITIONS OF BIDDING

- 3. CLARIFICATION OF TERMS:** Unless otherwise specified, if any Bidder/Offeror has questions about the specifications or other solicitation documents, the prospective Bidder/Offeror should contact the buyer whose name appears on the face of the solicitation no later than five (5) business days prior to the date set for the opening of bids or receipt of proposals. Any revisions to the solicitation will be made only by addendum issued by the Buyer. Notifications regarding specifications may not be considered if received in less than five (5) business days of the date set for opening of bids/receipt of proposals.
- 4. MANDATORY USE OF OWNER FORMS AND TERMS AND CONDITIONS:** Failure to submit a bid/proposal on the official Owner forms provided for that purpose shall be a cause for rejection of the bid/proposal. Unauthorized modification of or additions to any portion of the Invitation to Bid or Request for Proposal may be cause for rejection of the bid/proposal. However, the Owner reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject any bid or proposal which has been modified.
- 5. LATE BIDS/PROPOSALS & MODIFICATION OF BIDS/PROPOSALS:**

Any bid/proposal/modification received at the office designated in the solicitation after the exact time specified for receipt of the bid/proposal/modification is considered a late bid/proposal/modification. The Owner is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Bidder/Offeror to ensure their bid/proposal reaches the Procurement Division by the designated date and hour.

 - The official time used in the receipt of bids/proposals is that time stamp within the Bonfire Portal.
 - Late bids/proposals/modifications will be returned to the Bidder/Offeror UNOPENED, if solicitation number, acceptance date and Bidder/Offeror's return address is shown on the container.
 - If the Owner closes its offices due to inclement weather or other unforeseen emergency scheduled bid openings or receipt of proposals will be extended to the next business day, same time.
- 6. WITHDRAWAL OF BIDS/PROPOSALS:**

A Bidder/Offeror for a contract other than for public construction may request withdrawal of his or her bid/proposal under the following circumstances:

 - Bids/Proposals may be withdrawn on written request from the Bidder/Offeror received at the address shown in the solicitation prior to the time of acceptance.
 - Requests for withdrawal of bids/proposals after opening of such bids/proposals but prior to award shall be transmitted to the Purchasing Agent, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the Owner may exercise its right of collection.

No Bid/Proposal may be withdrawn under this paragraph when the result would be the awarding of the contract on another bid/Proposal of the same bidder/Offeror or of another bidder/Offeror in which the ownership of the withdrawing bidder/Offeror is more than five percent. In the case of Invitation for Bids, if a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid. No bidder/Offeror that is permitted to withdraw a bid/proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid/proposal was submitted.
- 7. ERRORS IN BIDS/PROPOSALS** – When an error is made in extending total prices, the unit bid price will govern. Erasures in bids/proposals must be initialed by the bidder/Offeror. Carelessness in quoting prices, or in preparation of bid/proposal otherwise, will not relieve the Bidder/Offeror. Bidders/Offeror's are cautioned to recheck their bids/proposals for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if his or her bid is accepted.
- 8. IDENTIFICATION OF BID/PROPOSAL ENVELOPE:** The signed bid/proposal and requested copies should be returned in a separate envelope or package, sealed and identified with the following information:

ADDRESSED AS INDICATED ON PAGE 1

IFB/RFP NUMBER
TITLE
BID/PROPOSAL DUE DATE AND TIME
VENDOR NAME AND COMPLETE MAILING ADDRESS (RETURN ADDRESS)

If a bid/proposal is not addressed with the information as shown above, the Bidder/Offeror takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the bid/proposal to be disqualified. Bids/Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

9. **ACCEPTANCE OF BIDS/PROPOSALS:** Unless otherwise specified, all formal bids/proposals submitted shall be valid for a minimum period of one hundred twenty (120) calendar days following the date established for acceptance. At the end of the one hundred twenty (120) calendar days the bid/proposal may be withdrawn at the written request of the Bidder/Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
10. **CONDITIONAL BIDS:** Conditional bids are subject to rejection in whole or in part.
11. **BIDDERS PRESENT:** At the time fixed for the opening of responses to a bid, bid contents will be made public for the information of bidders and other interested parties who may be present either in person or by representative. All bids will be opened at the time and place specified and read publicly. Bid tabulations are posted on the Procurement Division's Bulletin Board for a minimum of 10 days from award date. At the time fixed for the receipt of responses for Request for Proposals, only the names of the Offerors will be read and made available to the public.
12. **RESPONSE TO SOLICITATIONS:** In the event a vendor cannot submit a bid on a solicitation, the vendor is requested to return the solicitation cover sheet with an explanation as to why the vendor is unable to bid on these requirements. Because of the large number of firms listed on the Owner's Bidders List, it may be necessary to delete from this list the names of those persons, firms or corporations who fail to respond after having been invited to bid for three (3) successive solicitations. Such deletion will be made only after formal notification of the intent to remove the firm from the Owner's Bidders List.
13. **BIDDER INTERESTED IN MORE THAN ONE BID:** If more than one bid is offered by any one party, either directly or by or in the name of his or her clerk, partner, or other persons, all such bids may be rejected. A party who has quoted prices on work, materials, or supplies to a bidder is not thereby disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, materials or supplies.
14. **TAX EXEMPTION:** The Owner is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. Tax exemption certificates will be furnished if requested by the Bidder/Offeror.
15. **DEBARMENT STATUS:** By submitting their bids/proposals, Bidders/Offerors certify that they are not currently debarred from submitting bids/proposals on contracts by the Owner, nor are they an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by the Owner or any agency, public entity/locality or authority of the Commonwealth of Virginia.
16. **ETHICS IN PUBLIC CONTRACTING:** The provisions contained in *Code of Virginia* §§ 2.2-4367 through 2.2-4377 (the Virginia Public Procurement Act), as amended from time to time,, shall be applicable to all contracts solicited or entered into by the Owner. By submitting their bids/proposals, all Bidders/Offerors certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, Offeror, supplier, manufacturer or subcontractor in connection with their bid/proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
17. **NO CONTACT POLICY:** No Bidder/Offeror shall initiate or otherwise have contact related to the solicitation with any Owner representative or employee, other than the Procurement Division, after the date and time established for receipt of bids/proposals. Any contact initiated by a Bidder/Offeror with any Owner representative, other than the Procurement Division, concerning this solicitation is prohibited and may cause the disqualification of the Bidder/Offeror from this procurement process.
18. **VIRGINIA FREEDOM OF INFORMATION ACT:** All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act (*Code of Virginia* § 2.2-3700 *et. seq.*) and § 2.2-4342 of the Virginia Public Procurement Act except as provided below:
 - a. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
 - b. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of bids but prior to award, except in the event that the Owner decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation Offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the Owner decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph "c" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
 - c. Trade secrets or proprietary information submitted by a bidder, Offeror or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information and Virginia Public Procurement Acts; however, the bidder, Offeror or contractor must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.
 - d. Nothing contained in this section shall be construed to require the Owner, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of reasons why a particular proposal was not deemed to be the most advantageous to the Owner.
19. **CONFLICT OF INTEREST:** Contractor certifies by signing bid to the Owner that no conflict of interest exists between Contractor and Owner that interferes with fair competition and no conflict of interest exists between Contractor and any other person or organization that constitutes a conflict of interest with respect to the contract with the Owner.

SPECIFICATIONS

20. **BRAND NAME OR EQUAL ITEMS:** Unless otherwise provided in the solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the Owner

in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Owner to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding, only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid non-responsive. Unless the Bidder clearly indicates in its bid/proposal that the product offered is "equal" product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation.

21. **FORMAL SPECIFICATIONS:** When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.
22. **OMISSIONS & DISCREPANCIES:** Any items or parts of any equipment listed in this solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications.

The Bidder/Offeree shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

23. **CONDITION OF ITEMS:** Unless otherwise specified in the solicitation, all items shall be new, in first class condition.

AWARD

24. **AWARD OR REJECTION OF BIDS:** The Purchasing Agent shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of the Owner to accept it. Awards made in response to a RFP will be made to the highest qualified Offeror whose proposal is determined, in writing, to be the most advantageous to the Owner taking into consideration the evaluation factors set forth in the RFP. The Purchasing Agent reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids/proposals and to waive any informality in bids/proposals received whenever such rejection or waiver is in the best interest of the Owner. Award may be made to as many bidders/Offeror's as deemed necessary to fulfill the anticipated requirements of the Owner. The Purchasing Agent also reserves the right to reject the bid if a bidder is deemed to be a non-responsible bidder.
25. **ANNOUNCEMENT OF AWARD:** Upon the award or announcement of the decision to award a contract as a result of this solicitation, the Procurement Division will publicly post such notice on the Procurement Website at <http://www.fauquiercounty.gov/government/departments-h-z/procurement>
26. **QUALIFICATIONS OF BIDDERS OR OFFERORS:** The Owner may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder/Offeree to perform the work/furnish the item(s) and the Bidder/Offeree shall furnish to the Owner all such information and data for this purpose as may be requested. The Owner reserves the right to inspect Bidder's/Offeror's physical facilities prior to award to satisfy questions regarding the Bidder's/Offeror's capabilities. The Owner further reserves the right to reject any bid or proposal if the evidence submitted by or investigations of, such Bidder/Offeree fails to satisfy the Owner that such Bidder/Offeree is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.
27. **TIE BIDS:** In the case of a tie bid, the Owner may give preference to goods, services and construction produced in Fauquier County or provided by persons, firms or corporations having principal places of business in the County. If such choice is not available, preference shall then be given to goods and services produced in the Commonwealth pursuant to *Code of Virginia* § 2.2-4324. If no County or Commonwealth choice is available, the tie shall be decided by lot.

CONTRACT PROVISIONS

28. **APPLICABLE LAW AND COURTS:** Any contract resulting from this solicitation shall be governed and construed in all respects by the laws of Virginia, and any litigation with respect thereto shall only be brought in the appropriate General District or Circuit Court of Fauquier County, Virginia. The Contractor shall comply with all applicable federal, state and local laws and regulations.
29. **ANTITRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Owner all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Owner under said contract. This includes, but is not limited to, overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations that arise under United States' or the Commonwealth's antitrust laws. Consistent and continued tie bidding could cause rejection of bids by the Purchasing Agent and/or investigation for antitrust violations.
30. **INVOICING AND PAYMENT TERMS:** Unless otherwise provided in the solicitation payment will be made forty-five (45) days after receipt of a proper invoice, or forty-five (45) days after receipt of all goods or acceptance of work, whichever is the latter.
 - a. Invoices for items/services ordered, delivered/performed and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the contract number, purchase order number, and any federal employer identification number.
 - b. Any payment terms requiring payment in less than 45 days will be regarded as requiring payment 45 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 45 days, however.
 - c. The date of payment shall be deemed the date of postmark in all cases where payment is made by mail.
 - d. The Owner's fiscal year is July 1 - June 30. Contractors must submit invoices, especially for goods and/or services provided in the month of JUNE, for the entire month i.e. June 1 - June 30, so that expenses are recognized in the appropriate fiscal year.
 - e. Any payment made by the Contractor to the Owner shall only be made in U.S. Dollars. If payment is received in foreign currency the Owner may, in its sole discretion, reject such payment and require immediate compensation in U.S. Dollars.
31. **PAYMENT TO SUBCONTRACTORS:** A contractor awarded a contract under this solicitation is hereby obligated:
 - a. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Owner for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - b. To notify the Owner and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month compounded monthly (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Owner, except for amounts withheld as stated in 2 above. The date of mailing of any payment by postage prepaid U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Owner.

32. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Purchasing Agent.
33. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to another remedies which the Owner may have.
34. **ANTI-DISCRIMINATION:** By submitting their bids/proposals, Bidders/Offeror's certify to the Owner that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act, the Virginia Human Rights Act (*Code of Virginia* § 2.2-3900 *et seq.*) and § 2.2-4311 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1(E)).

In every contract over \$10,000 the provisions in A and B below apply:

- a. During the performance of this contract, the Contractor agrees as follows:
- 1) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - 2) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - 3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- b. The Contractor will include the provisions of a. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
35. **CHANGES TO THE CONTRACT:** Changes can only be made to the contract in one of the following ways:
- a. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 - b. The Owner may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Owner a credit for any savings. Said compensation shall be determined by one of the following methods.
 - 1) By mutual agreement between the parties in writing; or
 - 2) By agreeing in writing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Owner's right to audit the Contractor's records and/or determine the correct number of units independently; or
 - 3) By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Owner with all vouchers and records of expenses incurred and savings realized. The Owner shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Procurement Division within thirty (30) days from the date of receipt of the written order from the Procurement Division. If the parties fail to agree on an amount of adjustment, the questions of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for relieving disputes provided by the Disputes Clause of this contract. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the Owner or with the performance of the contract generally.
 - c. No modification for a fixed price contract may be increased by more than 25% or \$50,000, whichever is greater without the advanced written approval of the Board of Supervisors or the School Board, as applicable.
36. **INDEMNIFICATION:** Contractor shall indemnify, keep and save harmless the Owner, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the Owner in consequence of the granting of a contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the Owner in any such action, the Contractor shall, at his or her own expenses, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Owner as herein provided.
37. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

38. **TERMINATION:** Subject to the provisions below, the contract may be terminated by the Owner upon thirty (30) days advance written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- Termination for Convenience:** In the event that the contract is terminated upon request and for the convenience of the Owner, without the required thirty (30) days advance notice, then the Owner shall be responsible for payment of services up to the termination date.
 - Termination for Cause:** Termination by the Owner for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any shall not apply. However, pursuant to the Default provision of these General Conditions, the Owner may hold the contractor responsible for any resulting additional purchase and administrative costs. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.
 - Termination Due to Unavailability of Funds in Succeeding Fiscal Years:** When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled without any liability or penalty to Owner.

39. USE OF CONTRACT BY OTHER PUBLIC BODIES: Except as prohibited by the current *Code of Virginia*, all resultant contracts will be extended, with the authorization of the Contractor, to other public bodies of the Commonwealth of Virginia and all currently active members of the Metropolitan-Washington Council of Governments (MWCOG) or, Mid-Atlantic Purchasing Team, to permit their ordering of supplies and/or services at the prices and terms of the resulting contract. If any other public body decides to use the final contract, the Contractor must deal directly with that public body concerning the placement or orders, issuance of the purchase order, contractual disputes, invoicing and payment. Fauquier County acts only as the “Contracting Agent” for these public bodies. Any resulting contract with other public bodies shall be governed by the laws of that specific entity. It is the Contractor’s responsibility to notify the public bodies of the availability of the contract. Fauquier County shall not be held liable for any costs or damage incurred by another public body as a result of any award extended to that public body by the Contractor.

40. **AUDIT:** The Contractor hereby agrees to retain all books, records and other documents relative to this contract for five years after final payment, or until audited by the Owner, whichever is sooner. The agency, its authorized agents, and/or Owner auditors shall have full access to and right to examine any of said materials during said period.
41. **SEX OFFENDER REGISTRY NOTIFICATION:** The Contractor shall not employ on school property any employee who is a registered sex offender and shall enforce the same restriction upon all sub-contractors and agents of Contractor. Prior to starting work and quarterly during performance of the work, the Contractor shall check the Virginia State Police Sex Offender Registry to verify sex offender status of all employees and agents of Contractor and Sub-Contractors who are employed on school property by the Contractor or Sub-Contractor. The Contractor shall furnish the Owner with evidence verifying compliance with the services.

Prior to starting work on-site, the Contractor shall submit a completed Fauquier County Public Schools “CERTIFICATION OF NO CRIMES AGAINST CHILDREN” form, a copy of which is included in this solicitation.

42. **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS AND FEDERAL IMMIGRATION LAW:** During the term of any contract, the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth of Virginia, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.
43. **ASBESTOS NOTIFICATION:** As required by the Environmental Protection Agency Asbestos Hazard Emergency Response Act 40 CFR, subpart E, 763.93, information regarding asbestos inspections, response actions, and post response activities is on file in a full asbestos report located in the main office of each school. Contractors bear full responsibility to review this material prior to commencing any activity at a school site.
44. **VIRGINIA STATE CORPORATION COMMISSION:** If required by law, the Contractor shall maintain a valid certificate of authority or registration to transact business in Virginia with the Virginia State Corporation Commission as required by Title 13.1 of the *Code of Virginia*, during the term of the Contract or any Contract renewal. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at any time during the terms of the contract. If the Contractor fails to remain in compliance with the provisions of this section, the contract is voidable at the option of Owner.
45. **ADA WEBSITE-RELATED ACCESSIBILITY:** Any Contractor who performs services, designs, develops content, maintains or otherwise bears responsibility for the content and format of Owner’s website(s) or third-party programs accessed through Owner’s website(s), acknowledges receipt of, and responsibility to implement the accessibility standards found in the U.S. Department of Justice publication entitled “Accessibility of State and Local Government Websites to People with Disabilities,” available at www.ada.gov/websites2.htm or, as attached directly to the solicitation. Contractor services as noted, shall conform to § 508 of Title III of the Americans with Disabilities Act (ADA) and the World Wide Web Consortium’s (W3C) Web Content Accessibility Guidelines (WCAG 2.0 AA), most current versions, in addition to the Owner’s web accessibility policy.

DELIVERY PROVISION

46. **SHIPPING INSTRUCTIONS-CONSIGNMENT:** Unless otherwise specified in the solicitation each case, crate, barrel, package, etc., delivered under the contract must be plainly stenciled or securely tagged, stating the Contractor’s name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 a.m. – 2:30 p.m. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the designated individual at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays unless previous arrangements have been made. It shall be the responsibility of the contractor to insure compliance with these instructions for items that are drop-shipped.
47. **RESPONSIBILITY FOR SUPPLIES TENDERED:** The Contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the Owner may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.

48. **INSPECTIONS:** The Owner reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specification. Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, the Owner will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the Owner for such materials or supplies as are not in accordance with the specifications.
49. **COMPLIANCE:** Delivery must be made as ordered and in accordance with the solicitation or as directed by the Procurement Division when not in conflict with the bid/contract. The decision as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the Procurement Division, such extension applying only to the particular item or shipment affected. Should the Contractor be delayed by the Owner, there shall be added to the time of completion a time equal to the period of such delay caused by the Owner. However, the contractor shall not be entitled to claim damages of extra compensation for such delay or suspension. These conditions may vary for construction contracts.
50. **POINT OF DESTINATION:** All materials shipped to the Owner must be shipped F.O.B. DESTINATION unless otherwise stated in the contract. The materials must be delivered to the "Ship To" address indicated on the purchase order.
51. **REPLACEMENT:** Materials or components that have been rejected by the Procurement Division, in accordance with the terms of the contract, shall be replaced by the Contractor at no cost to the Owner.
52. **PACKING SLIPS OR DELIVERY TICKETS:** All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:
- Purchase Order Number,
 - Name of Article and Stock Number,
 - Quantity Ordered,
 - Quantity Shipped,
 - Quantity Back Ordered,
 - The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

BIDDER/CONTRACTOR REMEDIES

53. **PROTEST OF AWARD OR DECISION TO AWARD:** Any Bidder/Offeror who desires to protest the award or decision to award a contract, by either Fauquier County or the Fauquier County School Board, shall submit such protest in writing to the County Administrator (if the award or decision to award was made by Fauquier County) or the Superintendent of Schools (if the award or decision to award was made by the Fauquier County School Board), no later than ten (10) days after public notice of the award or announcement of the decision to award, whichever comes first. No protest shall lie for a claim that the selected bidder/Offeror is not a responsible bidder/Offeror. The written protest shall include the basis for the protest and the relief sought. The County Administrator or the Superintendent of Schools, as the case may be, shall issue a decision in writing within ten (10) days stating the reasons for the action taken. This decision shall be final unless the bidder/Offeror appeals within ten (10) days of the written decision by instituting legal action as provided in § VIII.H.3 of the County's Procurement Policy. Nothing in this paragraph shall be construed to permit an Offeror to challenge the validity of the terms or conditions of the solicitation.
54. **DISPUTES:** Contractual claims, whether for money or other relief, shall be submitted in writing to the Superintendent of Schools (if the claim is against the Fauquier County School Board) or the County Administrator (if the claim is against Fauquier County) no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amount agreed due in the final payment. A written decision upon any such claims will be made by the School Board (if the claim is against the Fauquier County School Board) or the County Board of Supervisors (if the claim is against Fauquier County) within sixty (60) days after submittal of the claim. The Contractor may not institute legal action prior to receipt of the School Board or Board of Supervisors (whichever is applicable) decision on the claim unless the applicable party fails to render such decision within sixty (60) days. The decision of the School Board or Board of Supervisors (as applicable) shall be final and conclusive unless the Contractor within six (6) months of the date of the final decision on a claim, initiates legal action as provided in *Code of Virginia* § 2.2-4364. Failure of the School Board or Board of Supervisors to render a decision within sixty (60) days shall not result in the Contractor being awarded the relief claimed nor shall it result in any other relief or penalty. Should the School Board or Board of Supervisors (as applicable) fail to render a decision within sixty (60) days after submittal of the claim, the Contractor may institute legal action within six (6) months after such 60-day period shall have expired, or the claim shall be deemed finally resolved. No administrative appeals procedure pursuant to *Code of Virginia* § 2.2-4365 has been established for contractual claims under this contract.

From: [Patricia Goins](#)
To: [Roberts, Megan](#)
Cc: [Portables; Mont'a B.; MJ](#)
Subject: Re: Fairfax, Loudoun, & Prince William Co. Portable Toilet Contracts
Date: Thursday, August 17, 2023 12:05:20 PM
Importance: High

CAUTION: This email originated from outside of the organization. Do not follow instructions, click links, or open attachments unless you know the content is safe.

My apologies for the delay in responding.

Our end user had one last question:

1. If they only keep toilets for a week, for a special event would they still be charged for a month, or is the monthly rate pro-rated?

Special event toilets are better quality toilets & are charged for the special event time frame up to 1 week for the "price quoted \$65 R/\$75HC, if you use the toilets for an event that are in existing in place at the facility than the price is what was quoted and it's you would just be charged the additional service \$35 per unit since the unit is already in place.

- a. Special events may require 1 to 6 toilets for 3 to 5 times a year..." would the cost come down for that? No because the cost to place the toilets, whether it be 1 time or 5 times, the labor and delivery cost on our end would be the same in order to perform the service every time even though you are getting more toilets more times. If you again use the toilets that exist at this facility for an event, we would definitely be able to bring the cost down since it would be just the additional service.

Let me know if this makes sense, sometimes, I tend to rant a little in email, my apologies in advance.

Thanks in advance

Patricia Goins

Five Star Septic, Inc.

45910 Transamerica Plaza Suite 103

Sterling, VA 20166

(703)716-0707(o)

(703)481-1864(fax)

patricia@fivestarseptic.net

WWW.FiveStarSeptic.Com



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From: Roberts, Megan <Megan.Roberts@fauquiercounty.gov>
Sent: Wednesday, August 16, 2023 2:03 PM
To: Patricia Goins <Patricia@fivestarseptic.net>
Cc: Portables <Portables@fivestarseptic.net>; Mont'a B. <Operations@fivestarseptic.net>
Subject: RE: Fairfax, Loudoun, & Prince William Co. Portable Toilet Contracts

Good Afternoon,

I wanted to follow up on this question, as our end users are eager to move forward.

Thank you!

Megan Roberts

From: Roberts, Megan
Sent: Monday, August 14, 2023 10:04 AM
To: Patricia Goins <Patricia@fivestarseptic.net>
Cc: Portables <Portables@fivestarseptic.net>; Mont'a B. <Operations@fivestarseptic.net>
Subject: RE: Fairfax, Loudoun, & Prince William Co. Portable Toilet Contracts

Hello Patricia!

I hope you had a nice weekend!

Our end user had one last question:

1. If they only keep toilets for a week, for a special event would they still be charged for a month, or is the monthly rate pro-rated?
 - a. Special events may require 1 to 6 toilets for 3 to 5 times a year..." would the cost come

down for that?

Thank you!!

Megan Roberts

From: Roberts, Megan
Sent: Friday, August 11, 2023 2:04 PM
To: Patricia Goins <Patricia@fivestarseptic.net>
Cc: Portables <Portables@fivestarseptic.net>; Mont'a B. <Operations@fivestarseptic.net>
Subject: RE: Fairfax, Loudoun, & Prince William Co. Portable Toilet Contracts

Thank you! I will pass this along to my co-workers! I appreciate it. Have a good weekend!

From: Patricia Goins <Patricia@fivestarseptic.net>
Sent: Friday, August 11, 2023 12:56 PM
To: Roberts, Megan <Megan.Roberts@fauquiercounty.gov>
Cc: Portables <Portables@fivestarseptic.net>; Mont'a B. <Operations@fivestarseptic.net>
Subject: Re: Fairfax, Loudoun, & Prince William Co. Portable Toilet Contracts

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Megan

\$35 per month for each additional service
\$695 delivery FEE for up to 18 toilets (weekends & events and additionally the price quoted for toilet \$65 R & \$75 HC)
During the week in the cleaning designated day delivery is FREE
NO FUEL charge

Hopefully this answers all your questions let me know if you need further clarification

Thanks in advance

Patricia Goins
Five Star Septic, INC
Patricia@fivestarseptic.net
(C)703-989-2933
(O)703-716-0707

Sent from my iPhone

On Aug 11, 2023, at 9:56 AM, Roberts, Megan <Megan.Roberts@fauquiercounty.gov> wrote:

Thank you so much!

From: Patricia Goins <Patricia@fivestarseptic.net>

Sent: Friday, August 11, 2023 9:55 AM

To: Roberts, Megan <Megan.Roberts@fauquiercounty.gov>

Subject: Re: Fairfax, Loudoun, & Prince William Co. Portable Toilet Contracts

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Megan

I am out of town until Monday and had limited cell coverage. I am traveling home today and saw your email, let me get with my office and get back to you this afternoon but I know off the top of my head there are hand sanitizer in the toilets included with the monthly service but if usage requires additional than their would be an additional cost associated also extra cleanings and weekend cleanings are additional but drop off is included in the price unless again special request or weekends. I will do my best to get you the pricing today.

Thanks in advance

Patricia Goins

Five Star Septic, INC

Patricia@fivestarseptic.net

(C)703-989-2933

(O)703-716-0707

Sent from my iPhone

On Aug 9, 2023, at 3:07 PM, Roberts, Megan <Megan.Roberts@fauquiercounty.gov> wrote:

Hi Patricia,

We have a few more questions regarding your services, if you don't mind!

1. Does the fee include drop-off/pick-up? We have year-round units that would only get picked up if the contract is not renewed, but we have seasonal(approx. mid-March to mid-November) that

- would need to be dropped off and pick-up accordingly.
2. Do the units include hand sanitizer dispensers?
 3. Is there a fuel surcharge fee charged for deliveries and/or weekly cleaning?
 4. If you can get them to tell you what their extra cleaning fee would be that would be good in case we needed two cleanings a week.
 5. It's rare, but we sometimes need special event toilets for a weekend. Would we just be charged a pro-rated rate or the monthly fee even if we had them for a weekend (really a week by the time they drop them off and pick them up)?

If you could answer the questions about then we may be able to wrap this up by the end of the week!

Thank you for your help!!
Megan Roberts

From: Roberts, Megan
Sent: Monday, July 31, 2023 10:06 AM
To: Patricia Goins <Patricia@fivestarseptic.net>
Subject: RE: Fairfax, Loudoun, & Prince William Co. Portable Toilet Contracts

Hey Patricia,

I wanted to follow up on the request for a copy of your contract with Prince William County. Do you have a copy that you could send me, please?

Thanks,

Megan Roberts

From: Roberts, Megan
Sent: Thursday, July 27, 2023 3:16 PM
To: Patricia Goins <Patricia@fivestarseptic.net>
Subject: RE: Fairfax, Loudoun, & Prince William Co. Portable Toilet Contracts

Hey Patricia,

Do you have a signed copy of the contract that you have with Prince William County?

Thanks,

Megan

From: Patricia Goins <Patricia@fivestarseptic.net>
Sent: Tuesday, July 25, 2023 12:09 PM
To: Roberts, Megan <Megan.Roberts@fauquiercounty.gov>
Subject: Re: Fairfax, Loudoun, & Prince William Co. Portable Toilet Contracts
Importance: High

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Attached is the W9 & I will request a COI and it will come straight from our Insurance company.

Thanks in advance

Patricia Goins
Five Star Septic, Inc.
45910 Transamerica Plaza Suite 103
Sterling, VA 20166
(703)716-0707(o)
(703)481-1864(fax)
patricia@fivestarseptic.net
WWW.FiveStarSeptic.Com

<image001.jpg>

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From: Roberts, Megan <Megan.Roberts@fauquiercounty.gov>
Sent: Tuesday, July 25, 2023 8:02 AM
To: Patricia Goins <Patricia@fivestarseptic.net>
Subject: RE: Fairfax, Loudoun, & Prince William Co. Portable Toilet Contracts

Thanks Patricia!

I will be in touch. I am going to track down one of the contracts that Five Star has with another Virginia entity. In the meantime, could you please send me a copy of your W-9 and your COI? Below are our insurance guidelines:

<image002.png>

Please make sure to have Fauquier County and/or County Public School Board endorsed as the additional insured.

Thanks!!

Megan Roberts

From: Patricia Goins <Patricia@fivestarseptic.net>
Sent: Monday, July 24, 2023 5:27 PM
To: Roberts, Megan <Megan.Roberts@fauquiercounty.gov>
Subject: Re: Fairfax, Loudoun, & Prince William Co. Portable Toilet Contracts

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Correct the toilet paper blue juice(deodorizer)and the cleaning of the actual toilet. We are on bonfire, so thank you so much for that information.

Thanks in advance

Patricia Goins
Five Star Septic, INC
Patricia@fivestarseptic.net
(C)703-989-2933
(O)703-716-0707

Sent from my iPhone

On Jul 24, 2023, at 3:45 PM, Roberts, Megan

<Megan.Roberts@fauquiercounty.gov> wrote:

Thanks for getting back to me so quickly!

When you say that the cost listed below for Fauquier includes the “replenish of service”, what does that include? Replacing the toilet paper?

And thank you for the heads up on the other division that does septic tank and grease jet cleanings. If Five Star is not currently a Fauquier County Government or Schools vendor, you should sign up in our Bonfire portal to receive future solicitations. I also suggest signing up in eVA, Virginia’s procurement site. Below are the steps:

1. To sign up for Bonfire our specific solicitation portal and receive notifications if there is a solicitation from Fauquier County that matches goods or services provided.
<https://fauquiercounty.bonfirehub.com/opportunities>
1. From the Fauquier County Website go to “[Procurement](#)” -> “[Bids & Proposals](#)” -> “[Links to Bids & Proposals](#)”
2. To register for eVA (<https://eva.virginia.gov/register-now.html>). To receive notifications if there is a solicitation from the state or many counties across Virginia that matches the services they offer.

Thank you for your help!!

Megan

From: Patricia Goins <Patricia@fivestarseptic.net>
Sent: Monday, July 24, 2023 3:23 PM
To: Roberts, Megan <Megan.Roberts@fauquiercounty.gov>
Subject: Re: Fairfax, Loudoun, & Prince William Co. Portable Toilet Contracts
Importance: High

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Megan

We can provide 1x per week service on regular toilets @65.00 per month & Handicap toilets @75.00 per month, that also includes the replenish of the service, obviously if the toilets require additional services or toiletry than that would be an additional cost. I wanted to let you know that we also have other divisions and provide other services such as septic, grease jet cleaning etc.....

Thanks in advance

Patricia Goins

Five Star Septic, Inc.

45910 Transamerica Plaza Suite 103

Sterling, VA 20166

(703)716-0707(o)

(703)481-1864(fax)

patricia@fivestarseptic.net

WWW.FiveStarSeptic.Com

<image001.jpg>

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From: Roberts, Megan
<Megan.Roberts@fauquiercounty.gov>
Sent: Monday, July 24, 2023 2:56 PM
To: Patricia Goins <Patricia@fivestarseptic.net>
Subject: FW: Fairfax, Loudoun, & Prince William Co. Portable Toilet Contracts

Hey Patricia,

My name is Megan Roberts, and I am a buyer with Fauquier County Government and Schools. Would you be able to email me pricing proposal for Fauquier County please?

Thank you!!

Megan

From: Lyon, Jimmy <Jimmy.Lyon@fauquiercounty.gov>
Sent: Friday, June 30, 2023 4:21 PM
To: Patricia Goins <Patricia@fivestarseptic.net>
Subject: RE: Fairfax, Loudoun, & Prince William Co. Portable Toilet Contracts

Let me check on some things and get back to you.

Thanks,
Jimmy

From: Patricia Goins <Patricia@fivestarseptic.net>
Sent: Friday, June 30, 2023 11:52 AM
To: Lyon, Jimmy <Jimmy.Lyon@fauquiercounty.gov>
Subject: Re: Fairfax, Loudoun, & Prince William Co. Portable Toilet Contracts
Importance: High

CAUTION: This email originated from outside of the organization. Do not follow instructions, click links, or open attachments unless you know the content is safe.

Mr. Lyon

I didn't hear back from you, so I am following up. You can absolutely ride the PWC contract the units would be a different price only because to dispose in Fauquier County is a different price then PWC. If you could

elaborate on the price you were paying before to your other contract, we can see if we can meet the pricing criteria. I will wait for your response.

Thanks in advance

Patricia Goins

Five Star Septic, Inc.

45910 Transamerica Plaza Suite 103

Sterling, VA 20166

(703)716-0707(o)

(703)481-1864(fax)

patricia@fivestarseptic.net

WWW.FiveStarSeptic.Com

<image001.jpg>

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From: Lyon, Jimmy <Jimmy.Lyon@fauquiercounty.gov>

Sent: Thursday, June 22, 2023 11:16 AM

To: Patricia Goins <Patricia@fivestarseptic.net>

Subject: Fairfax, Loudoun, & Prince William Co. Portable Toilet Contracts

Good Morning,

I oversee the majority use of portable toilets for Fauquier County and we may be looking for a new vendor to start

service December 1, 2023. I see that you have a contract with [Fairfax County](#), Loudoun(didn't see their prices), and [Prince William County](#).

The county currently rents 75 units a year with 45 of those being year-round units. The bulk of rentals are in the Warrenton & Vint Hill area, but we do have units as far north as Upperville(Loudoun Co. Line) and as far south as Goldvein(Stafford Co. line).

Would we be able to ride any of these existing contracts/fees starting December 1? If not, we will put it out to bid and can include Five Star Septic if you wanted to bid on it.

Thank you for your time!

Jimmy

Jimmy Lyon, CPRP, CPSI, AFO
Superintendent
Fauquier County Department of Parks and Recreation
320 Hospital Drive, Suite 6
Warrenton, VA 20186
Main: 540.422.8550 / Direct: 540.422.8895 / Cell:
540.408.1456
recreation.fauquiercounty.gov

<image002.jpg>

<image003.jpg>

<image004.jpg>

<image005.jpg>

AGREEMENT FOR SERVICE

THIS AGREEMENT is effective on the 1st day of March 2022 by and between the **COUNTY OF LOUDOUN, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, hereinafter referred to as the "County", and **FIVE STAR PORTABLES, INC.** hereinafter referred to as the "Contractor" (collectively referred to as the "parties").

WITNESSETH:

In consideration of the mutual covenants set forth herein, the parties agree as follows:

The Contractor shall provide Rental of Portable Toilets – School Sites in accordance with the following, in order of precedence: this Agreement for Service ("Agreement" or "Contract"); the Contractor's bid dated February 9, 2022 (Exhibit I); and the County's Invitation for Bid dated January 20, 2022 (including all addenda) (incorporated by reference) (Exhibit II). In the event that Exhibits I and II contradict or limit this Agreement for Service, this Agreement shall prevail.

No representations, arrangements, understandings, or other agreements relating to the subject matter exist amongst the parties except as expressed in the Contract Documents.

2.0 SCOPE OF SERVICES

- 1.1. Contractor shall provide and install portable toilets (hereinafter "units"), to be distributed as directed, among school locations (see Attachment I) throughout the County. The Contractor shall, as part of the installation of the units, anchor the units in place. If the anchoring of units is not possible, the Contractor must otherwise secure the units in place for the duration of the placement. Whether the units are anchored or not, Contractor is responsible for the immediate cleaning and replacement of units that are overturned.
- 1.2. Individual locations may range from one (1) unit to three (3) single regular and/or handicapped units. The first unit placed at each site must be a handicapped unit. These requirements may be on a continuing basis or seasonally. **For the purposes of this Contract, seasonally means the nine (9) month period from March 15 through November 15.**
- 1.3. All units shall be serviced once each week, preferably Thursday or Friday. Service is to include emptying, cleaning of unit, and replenishing of supplies, i.e., toilet paper.

Prior to beginning the service on the unit, Contractor personnel shall check in at the school site with school personnel for situational awareness.

- 1.4 As usage dictates, additional cleaning may be required. Additional cleanings shall be done on Mondays and/or Tuesdays and within 24 hours of reporting a unit that has been overturned or needs additional service.
- 1.5 Cancellation of service and removal of unit(s) shall be requested in writing. When notification is provided by the County prior to the end of the rental period, and Contractor does not pick up before the end of the rental period, the County will not be held responsible for additional rental charges.
- 1.6 All units shall be clean, free of graffiti, and in good working order. Good working order shall include working door hinges, locks, and door latches. Venting tubes, louvers and/or screens shall be properly secured to the units with no signs of holes or breakage. Interior railings, toilet seats, side urinals and toilet paper holders are to be firmly attached. The fiberglass or plastic shells are to be securely attached to their bases, and handicapped ramps are to be solidly attached to the units. No holes, cracks, large bubbles in the fiberglass, breaks, peeling paint, broken hardware, or cracked/missing toilet seats shall be acceptable. All units of the same type at any one location shall be the same color.
- 1.7 Hand sanitizers shall be made available on all units and shall be included in the price.
- 1.8 The Contractor shall make any necessary repairs to the units installed by the Contractor at no additional cost to the County.
- 1.9 The Contractor shall provide a per unit rate to replace damaged units. Labor charge rates for repair of damaged units that were installed by the Contractor shall also include the call to reset units that may have fallen or been tipped over.
- 1.10 The Contractor shall not include replacement of units damaged by fire or replacement of unanchored units as described in the section 1.8 above. The Contractor shall replace unit(s) damaged by fire at no cost to the County.
- 1.11 Delivery of any unit shall be made at the destination within two (2) calendar days after receipt of order for routine calls. Service response shall be made at destination within twenty-four (24) hours after receipt of order for non-routine calls.
 - A. Removal of units shall be done within two (2) calendar days after notification.
- 1.12 Upon the award of the Contract, the Contractor shall participate in a Kick-Off Meeting hosted by the County.

2.0 TERMS AND CONDITIONS

This Agreement is subject to the following Terms and Conditions:

2.1 Procedures

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the Contract Administrator or his/her authorized representative(s). The Contractor shall not comply with requests and/or orders issued by other than the Contract Administrator his/her authorized representative(s) acting within their authority for the County. Any change to the Contract must be approved in writing by the Purchasing Agent and the Contractor.

2.2 Contract Period

The Contract period shall cover the period from March 1, 2022 through February 29, 2024.

This Contract may be renewed at the expiration of the initial term at the request of the County. The renewal may be for up to two (2) additional two (2) year periods. Unless otherwise agreed to by the parties or as may be required by law, any renewal shall be based on the same prices, terms and conditions as the initial term.

2.3 Quantities

The quantities specified in this Contract are estimated only. They may not indicate the actual quantity which will be ordered, since such volume will depend upon requirements which develop during the Contract period.

Quantities shown shall not be construed to represent any amount which the County shall be obligated to purchase under the Contract or relieve the Contractor of its obligation to fill all orders placed by the County.

2.4 Delays and Delivery Failures

Time is of the essence. The Contractor must keep the County advised at all times of status of parties' agreement. If delay is foreseen, the Contractor shall give immediate written notice to the Division of Procurement. Should the Contractor fail to deliver the proper item(s)/service(s) at the time and place(s) contracted for, or within a reasonable period of time thereafter as agreed to in writing by the Division of Procurement, or should the Contractor fail to make a timely replacement of rejected items/services when so required, the County may purchase items/services of comparable quality and quantity in the open market to replace the undelivered or rejected items/services. The Contractor shall reimburse the County for all costs in excess of the Agreement price when purchases are made in the open market; or, in the event that there is a balance the County owes to the Contractor from prior transactions, an amount equal to the additional expense incurred by the County as a result of the Contractor's nonperformance shall be deducted from the balance as payment.

2.5 Material Safety Data Sheets

By law, the County of Loudoun will not receive any materials, products, or chemicals which may be hazardous to an employee's health unless accompanied by a Material Safety Data Sheet (MSDS) when received. This MSDS will be reviewed by the County, and if approved, the materials, product or chemical can be used. If the MSDS is rejected, the Contractor must identify a substitute that will meet the County's criteria for approval.

2.6 Business, Professional, and Occupational License Requirement

All firms or individuals located or doing business in Loudoun County are required to be licensed in accordance with the County's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance during the initial term of the Contract or any renewal period.

Wholesale and retail merchants without a business location in Loudoun County are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Office of Commissioner of Revenue, telephone (703) 777-0260.

2.7 Payment of Taxes

All Contractors located or owning property in Loudoun County during the initial term of the Contract or any renewal period shall assure that all real and personal property taxes are paid.

The County will verify payment of all real and personal property taxes by the Contractor prior to the award of any Contract or Contract renewal.

2.8 Insurance

A. The Contractor shall be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The Contractor assumes all risk of direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract.

B. The Contractor and all subcontractors shall, during the continuance of all work under the Contract provide the following:

1. Workers' compensation and Employer's Liability to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.
2. Comprehensive General Liability insurance to protect the Contractor, and the interest of the County, its officers,

employees, and agents against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form Property Damage endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required.

3. Automobile Liability insurance, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor.

C. The Contractor agrees to provide the above referenced policies with the following limits. Liability insurance limits may be arranged by General Liability and Automobile policies for the full limits required, or by a combination of underlying policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.

1. Workers' Compensation:

Coverage A:	Statutory
Coverage B:	\$100,000

2. General Liability:

Per Occurrence:	\$1,000,000
Personal/Advertising Injury:	\$1,000,000
General Aggregate:	\$2,000,000
Products/Completed Operations: aggregate	\$2,000,000
Fire Damage Legal Liability:	\$100,000

GL Coverage, excluding Products and Completed Operations, should be on a Per Project Basis

3. Automobile Liability:

Combined Single Limit:	\$1,000,000
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D. The following provisions shall be agreed to by the Contractor:

1. No change, cancellation, or non-renewal shall be made in any insurance coverage without a forty-five (45) day written notice to the County. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.

2. Liability Insurance "Claims Made" basis:

If the liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions. The limits of liability

and the extensions to be included as described previously in these provisions, remain the same. The Contractor must either:

- a. Agree to provide certificates of insurance evidencing the above coverage for a period of two (2) years after final payment for the Contract for General Liability policies. This certificate shall evidence a "retroactive date" no later than the beginning of the Contractor's work under this Contract, or
 - b. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.
3. The Contractor must disclose the amount of deductible/self-insured retention applicable to the General Liability and Automobile Liability. The County reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible/self-insured plan. If this provision is utilized, the Contractor will be permitted to provide evidence of its ability to fund the deductible/self-insured retention.
4. a. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VII.
- b. European markets including those based in London, and the domestic surplus lines market that operate on a non-admitted basis are exempt from this requirement provided that the Contractor's broker can provide financial data to establish that a market's policyholder surpluses are equal to or exceed the surpluses that correspond to Best's A:VII Rating.
5. a. The Contractor will provide an original signed Certificate of Insurance and such endorsements as prescribed herein.
- b. The Contractor will provide on request certified copies of all insurance coverage related to the Contract within ten (10) business days of request by the County. These certified copies will be sent to the County from the Contractor's insurance agent or representative. Any request made under this provision will be deemed confidential and proprietary.
- c. Any certificates provided shall indicate the Contract name and number.

6. The County, its officers and employees shall be Endorsed to the Contractor's Automobile and General Liability policies as an "additional insured" with the provision that this coverage "is primary to all other coverage the County may possess." (Use "loss payee" where there is an insurable interest). A Certificate of Insurance evidencing the additional insured status must be presented to the County along with a copy of the Endorsement.
 7. Compliance by the Contractor with the foregoing requirements as to carrying insurance shall not relieve the Contractor of their liabilities provisions of the Contract.
- E. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
 - F. The Consultant is to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to this Contract.
 - G. If an "ACORD" Insurance Certificate form is used by the Contractor's insurance agent, the words "endeavor to" and ". . . but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted.
 - H. The Contractor agrees to waive all rights of subrogation against the County, its officers, employees, and agents.

2.9 Hold Harmless

The Contractor shall, indemnify, defend, and hold harmless the County from loss from all suits, actions, or claims of any kind brought as a consequence of any act or omission by the Contractor. The Contractor agrees that this clause shall include claims involving infringement of patent or copyright. For purposes of this paragraph, "County" and "Contractor" includes their employees, officials, agents, and representatives. "Contractor" also includes subcontractors and suppliers to the Contractor. The word "defend" means to provide legal counsel for the County or to reimburse the County for its attorney's fees and costs related to the claim. This section shall survive the Contract. The County is prohibited from indemnifying Contractor and/or any other third parties.

2.10 Safety

All Contractors and subcontractors performing services for the County of Loudoun are required to and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.

2.11 Permits

It shall be the responsibility of the Contractor to comply with County ordinances by securing any necessary permits. The County shall waive any fees involved in securing County permits.

2.12 Notice of Required Disability Legislation Compliance

The County is required to comply with state and federal disability legislation: The Rehabilitation Act of 1973 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act of 1990.

Specifically, Loudoun County, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all state and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of state and local governments, including those that do not receive federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

2.13 Ethics in Public Contracting

The provisions contained in §§ 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all Contracts solicited or entered into by the County. A copy of these provisions may be obtained from the Purchasing Agent upon request.

The above-stated provisions supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia State and Local Government Conflict of Interests Act (§ 2.2-3100 et seq.), the Virginia Governmental Frauds Act (§ 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia State and Local Government Conflict of Interests Act.

2.14 Employment Discrimination by Contractors Prohibited

Every Contract of over \$10,000 shall include the following provisions:

- A. During the performance of this Contract, the Contractor agrees as follows:
 1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to

discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

B. The Contractor will include the provisions of the foregoing paragraphs, 1, 2, and 3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

2.15 Drug-Free Workplace

Every Contract over \$10,000 shall include the following provisions:

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

2.16 Faith-Based Organizations

The County does not discriminate against faith-based organizations.

2.17 Immigration Reform and Control Act of 1986

By entering this Contract, the Contractor certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

2.18 Substitutions

NO substitutions, additions or cancellations, including those of key personnel, are permitted after Contract award without written approval by the Division of Procurement. Where specific employees are proposed by the Contractor for the work, those employees shall perform the work as long as those employees work for the Contractor, either as employees or subcontractors, unless the County agrees to a substitution. Requests for substitutions shall be reviewed and may be approved by the County at its sole discretion.

2.19 Condition of Items

All items shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated herein. Verbal agreements to the contrary will not be recognized.

2.20 Workmanship and Inspection

All work under this Contract shall be performed in a skillful and workmanlike manner. The Contractor and its employees shall be professional and courteous at all times. The County reserves the right to require immediate removal of any Contractor employee from County service it deems unfit for service for any reason, not contrary to law. This right is non-negotiable and the Contractor agrees to this condition by accepting this Agreement. Further, the County may, from time to time, make inspections of the work performed under the Agreement. Any inspection by the County does not relieve the Contractor of any responsibility in meeting the Agreement requirements.

The Contractor will have all employees working at County sites wear a uniform and have photo identification (frontal face). This identification must be prominently displayed at all times.

2.21 Exemption from Taxes

Pursuant to Va. Code § 58.1-609.1, the County is exempt from Virginia State Sales or Use Taxes and Federal Excise Tax, therefore the Contractor shall not charge the County for Virginia State Sales or Use Taxes or Federal Excise Tax on the finished goods or products provided under the Contract. However, this exemption does not apply to the Contractor, and the Contractor shall be responsible for the payment of any sales, use, or excise tax it incurs in providing the goods required by the Contract, including, but not limited to, taxes on materials purchased by a Contractor for

incorporation in or use on a construction project. Nothing in this section shall prohibit the Contractor from including its own sales tax expense in connection with the Contract in its Contract price.

2.22 Ordering, Invoicing and Payment

All work requested under this Contract shall be placed on a County issued Purchase Order. The Contractor shall not accept credit card orders or payments.

Upon delivery and acceptance of equipment, the Contractor shall submit a proper invoice detailing the appropriate work, in duplicate such invoice to include a detailed breakdown of all charges and shall be based on completion of tasks or deliverables for the period of time being billed

Upon receipt of invoice and final inspection and acceptance of the equipment, the County will render payment. Invoices shall be submitted to the address on the purchase order.

All such invoices will be paid within thirty (30) days by the County unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor shall provide complete cooperation during any such investigation.

Individual Contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide their federal employer identification number on the pricing form.

2.23 Payments to Subcontractors

Within seven (7) days after receipt of amounts paid by the County for work performed by a subcontractor under this Contract, the Contractor shall either:

- A. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- B. Notify the County and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment and the reason for non-payment.

The Contractor shall pay interest to the subcontractor on all amounts owed that remain unpaid beyond the seven (7) day period except for amounts withheld as allowed in item B. above.

Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements as set forth above with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this provision may not be construed to be an obligation of the County.

2.24 Assignment of Contract

The Agreement may not be assigned in whole or in part without the prior written consent of the Division of Procurement. The rights and obligations of the Contractor are personal and may be performed only by the Contractor. Any purported assignment that does not comply with this provision is void. This Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.

2.25 Termination

Subject to the provisions below, this Contract may be terminated by the County upon thirty (30) days advance written notice to the Contractor; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the Contract may be extended upon written approval of the County until said work or services are completed and accepted.

A. Termination for Convenience

The County may terminate this Contract for convenience at any time in which the case the parties shall negotiate reasonable termination costs.

B. Termination for Cause

In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Contractor shall not be entitled to termination costs.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years

If funds are not appropriated or otherwise made available to support continuation of the performance of this Contract in a subsequent fiscal year, then the Contract shall be canceled and, to the extent permitted by law, the Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract.

2.26 Contractual Disputes

The Contractor shall give written notice to the Purchasing Agent of intent to file a claim for money or other relief within ten (10) calendar days of the occurrence giving rise to the claim or at the beginning of the work upon which the claim is to be based, whichever is earlier.

The Contractor shall submit its invoice for final payment within thirty (30) days after completion or delivery.

The claim, with supporting documentation, shall be submitted to the Purchasing Agent by US Mail, courier, or overnight delivery service, no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the Purchasing Agent shall reduce his/her decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of the County's receipt of the claim.

The Purchasing Agent's decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the County Administrator, or his designee. The County Administrator shall render a decision within sixty (60) days of receipt of the appeal.

No Contractor shall institute any legal action until all statutory requirements have been met. Each party shall bear its own costs and expenses resulting from any litigation, including attorney's fees.

2.27 Severability

In the event that any provision shall be adjudged or decreed to be invalid, by a court of competent jurisdiction, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

2.28 Governing Law/Forum

This Agreement shall be governed and construed in all respects by its terms and by the laws of the Commonwealth of Virginia. Any judicial action shall be filed in the Commonwealth of Virginia, County of Loudoun. Contractor expressly waives any objection to venue or jurisdiction of the Loudoun County Circuit Court, Loudoun County, Virginia. Contractor expressly consents to waiver of service of process in an action pending in the Loudoun County Circuit Court pursuant to Virginia Code Section 8.01-286.1.

2.29 Notices

All notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to 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 CONTRACTOR:

Five Star Portables, Inc.
45910 Transamerica Plaza
Suite 103
Sterling, VA 20166
Attn: Patricia Goins

TO COUNTY:

County of Loudoun, Virginia
Division of Procurement
Attn: Diane C. Smith

Via delivery method (a) or (b)
1 Harrison Street, SE, 4th Floor
Leesburg, VA 20175

Or

Via delivery method (c)

P.O. Box 7000

Leesburg, VA 20175

Due to restrictions surrounding the COVID-19 pandemic, public access to County facilities is extremely limited. The mailing or delivery by an agent of notices is preferred. However, if a notice is hand delivered, it will be received in the lobby of 1 Harrison Street, SE, Leesburg, VA 20175 ONLY in the Drop Box labeled: Procurement Bids and Proposals between the hours of 8:30 a.m. and 5:00 p.m.

2.30 Licensure

To the extent required by the Commonwealth of Virginia (see e.g. 54.1-1100 *et seq.* of the Code of Virginia) or the County, the Contractor shall be duly licensed to perform the services required to be delivered pursuant to this Contract.

2.31 Authority to Transact Business in Virginia

A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described herein that enters into a Contract with the County pursuant to the Virginia Public Procurement Act 2.2-4300 *et seq.* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50 of the Code of Virginia, to be revoked or cancelled at any time during the term of the Contract. The County may void any Contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

2.32 Confidentiality

A. Contractor Confidentiality

The Contractor acknowledges and understands that its employees may have access to proprietary, business information, or other confidential information belonging to the County of Loudoun. Therefore, except as required by law, the Contractor agrees that its employees will not:

1. Access or attempt to access data that is unrelated to their job duties or authorizations as related to this Contract.
2. Access or attempt to access information beyond their stated authorization.

3. Disclose to any other person, or allow any other person access to, any information related to the County or any of its facilities or any other user of this Contract that is proprietary or confidential. Disclosure of information includes, but is not limited to, verbal discussions, FAX transmissions, electronic mail messages, voice mail communication, written documentation, "loaning" computer access codes and/or another transmission or sharing of data.

The Contractor understands that the County, or others may suffer irreparable harm by disclosure of proprietary or confidential information and that the County may seek legal remedies available to it should such disclosure occur. Further, the Contractor understands that violations of this provision may result in Contract termination.

The Contractor understands that information and data obtained during the performance of this agreement shall be considered confidential, during and following the term of this Contract, and will not be divulged without the Purchasing Agent's written consent and then only in strict accordance with prevailing laws. The Contractor shall hold all information provided by the County as proprietary and confidential, and shall make no unauthorized reproduction or distribution of such material.

B. County Confidentiality

In addition, the County understands that certain information provided by the Contractor during the performance of this Agreement may also contain confidential or proprietary information. All information will be maintained in accordance with the Virginia Freedom of Information Act.

2.33 Counterparts

This Contract and any amendments or renewals hereto may be executed in a number of counterparts, and each counterpart signature, when taken with the other counterpart signatures, is treated as if executed upon one original of this Contract or any amendment or renewal. A signature by any party to this Contract provided by facsimile or electronic mail is binding upon that party as if it were the original.

2.34 Force Majeure

A party is not liable for failure to perform the party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, strikes at national level or industrial disputes at a national level, or strike or

industrial disputes by labor not employed by the affected party, its subcontractors or its suppliers and which affect an essential portion of the contracted for works but excluding any industrial dispute which is specific to the performance of the works or this contract, interruption or failure of electricity or telephone service.

If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, that party must immediately notify the other party giving full particulars of the event of force majeure and the reasons for the event of force majeure preventing that party from, or delaying that party in performing its obligations under this contract and that party must use its reasonable efforts to mitigate the effect of the event of force majeure upon its or their performance of the contract and to fulfill its or their obligations under the contract.

An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event, nor does that event affect the obligation to pay money in a timely manner which matured prior to the occurrence of that event.

The Contractor has no entitlement and County has no liability for: (1) any costs, losses, expenses, damages or the payment of any part of the contract price during an event of force majeure; and (2) any delay costs in any way incurred by the contractor due to an event of force majeure.

2.35 Survival of Terms

Upon discharge of this Agreement, Sections (Notice, Hold Harmless, Governing Law/Forum, Contractual Disputes) of these Terms and Conditions continue and survive in full force and effect.

2.36 Non-Waiver

No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver of this Agreement constitute a continuing waiver unless otherwise expressly provided.

3.0 COMPENSATION

Compensation shall be as outlined in the attached and incorporated Attachment I.

[SIGNATURES ON FOLLOWING PAGE]

COUNTY OF LOUDOUN, VIRGINIA

Division of Procurement
1 Harrison Street, S.E.
Leesburg, VA 20175
Phone: (571) 258-3190
Fax: (703) 771-5097

By: *Diane C. Smith*

Name: Diane C. Smith

Title: Assistant Purchasing Agent

Date: March 1, 2022

FIVE STAR PORTABLES, INC.

45910 Transamerica Plaza
Suite 103
Sterling, VA 20166
Phone: (703) 716-0707
Fax: (703) 481-1864

By: *Patricia Goins*

Name: Patricia Goins

Title: President

Date: March 1, 2022

APPROVED AS TO FORM

By: *Robert J. Sproul*
Robert J. Sproul
Assistant County Attorney

ATTACHMENT I

ATTACHMENT I – PRICING PAGE

Site #	LCPSS Facility Name	Location Address	# of Hand-capped Units	# of Regular Units	Monthly Rate	Total Costs for 24 Months
1	Aldie Elementary School	23269 Meetinghouse Lane, Aldie VA 20105	1	0	50	1200
2	Algonkian Elementary School	20186 Carter Court, Sterling VA 20165	1	0	50	1200
3	Arcola Elementary School	41740 Tall Cedars Pkwy, Aldie VA 20105	1	0	50	1200
4	Ashburn Elementary School	44062 Fincastle Drive, Ashburn VA 20147	1	0	50	1200
5	Balf's Bluff Elementary School	821 Battlesfield Pkwy NE, Leesburg VA 20176	1	0	50	1200
6	Bannaker Elementary School	35231 Snake Hill Road, Middleburg VA 20117	1	0	50	1200
7	Belmont Ridge Middle School	19045 Upper Belmont Place, Leesburg VA 20178	1	0	50	1200
8	Belmont Station Elementary School	20235 Nighthawk Street, Ashburn VA 20147	1	0	50	1200
9	Blue Ridge Middle School	551 East A Street, Purcellville VA 20132	1	0	50	1200
10	Brambleton Middle School	23070 Learning Circle, Ashburn VA 20148	1	0	50	1200
11	Buffalo Trail Elementary School	42180 Seven Hills Drive, Aldie VA 20105	1	0	50	1200
12	Cardinal Ridge Elementary School	26155 Bullrun Postoffice Road, Centreville VA 20120	1	0	50	1200
13	Caloclin Elementary School	311 Caloclin Circle SW, Leesburg VA 20175	1	0	50	1200
14	Cedar Lane Elementary School	43700 Tolainac Drive, Ashburn VA 20147	1	0	50	1200
15	Cool Spring Elementary School	501 Tavistock Drive SE, Leesburg VA 20175	1	0	50	1200
16	Countryside Elementary School	20624 Countryside Blvd, Sterling VA 20165	1	0	50	1200
17	Creighton's Corner Elementary School	23171 Minerva Drive, Ashburn VA 20148	1	0	50	1200
18	Discovery Elementary School	44020 Grace Bridge Drive, Ashburn VA 20147	1	0	50	1200
19	Dominion Trail Elementary School	44045 Bruneton Mills Circle, Ashburn VA 20147	1	0	50	1200
20	Eagle Ridge Middle School	42801 Wapool Road, Ashburn VA 20148	1	0	50	1200



ATTACHMENT I – PRICING PAGE (CONTINUED)

Site #	LCPS Facility Name	Location Address	# of Hand-capped Units	# of Regular Units	Monthly Rate	Total Costs for 24 Months
21	Emerick Elementary School	440 South Nursery Avenue, Purcellville VA 20132	1	0	50	1200
22	Evergreen Mill Elementary School	491 Evergreen Mill Road SE, Leesburg VA 20175	1	0	50	1200
23	Farmwell Station Middle School	44281 Gloucester Pkwy, Ashburn VA 20147	1	0	50	1200
24	Forest Grove Elementary School	46245 Forest Ridge Drive, Sterling VA 20164	1	0	50	1200
25	Frances Hazel Reid Elementary School	800 North King Street, Leesburg VA 20176	1	0	50	1200
26	Frederick Douglass Elementary School	510 Principal Drummond Way SE, Leesburg VA 20175	1	0	50	1200
27	Goshen Post Elementary School	24945 Lobo Drive, Aldie VA 20105	1	0	50	1200
28	Guilford Elementary School	600 West Poplar Road, Sterling VA 20164	1	0	50	1200
29	Hamilton Elementary School	54 South Kerr Street, Hamilton VA 20158	1	0	50	1200
30	Harmony Middle School	38174 West Colonial Hwy, Hamilton VA 20158	1	0	50	1200
31	Harper Park Middle School	701 Polomac Station Drive NE, Leesburg VA 20176	1	0	50	1200
32	Hillside Elementary School	43000 Eitzey Drive, Ashburn VA 20148	1	0	50	1200
33	Horizon Elementary School	46665 Broadmore Drive, Sterling VA 20165	1	0	50	1200
34	Hovatter Elementary School	41135 Collaboration Drive, Aldie VA 20105	1	0	50	1200
35	Hutcheson Farm Elementary School	42819 Center Street, South Riding VA 20152	1	0	50	1200
36	J. Lupton Simpson Middle School	490 Evergreen Mill Road SE, Leesburg VA 20175	1	0	50	1200
37	J. Michael Lunstford Middle School	26020 Ticonderoga Road, Charlottesville VA 20152	1	0	50	1200
38	John W. Tolbert, Jr. Elementary School	691 Polomac Station Drive NE, Leesburg VA 20176	1	0	50	1200
39	Kenneth W. Culbert Elementary School	38180 West Colonial Hwy, Hamilton VA 20158	1	0	50	1200
40	Leesburg Elementary School	323 Plaza Street NE, Leesburg VA 20176	1	0	50	1200

ATTACHMENT I – PRICING PAGE (CONTINUED)

Site #	LCPS Facility Name	Location Address	# of Handicapped Units	# of Regular Units	Monthly Rate	Total Costs for 24 Months
41	Legacy Elementary School	22985 Minerva Drive, Ashburn VA 20148	1	0	50	1200
42	Liberty Elementary School	25491 Riding Center Drive, South Riding VA 20152	1	0	50	1200
43	Lincoln Elementary School	18048 Lincoln Road, Purcellville VA 20132	1	0	50	1200
44	Little River Elementary School	43464 Hyland Hills Street, South Riding VA 20152	1	0	50	1200
45	Lovettsville Elementary School	49 South Loudoun Street, Lovettsville VA 20180	1	0	50	1200
46	Loves Island Elementary School	20755 Whitewater Drive, Sterling VA 20165	1	0	50	1200
47	Lucketts Elementary School	14550 James Monroe Hwy, Leesburg VA 20176	1	0	50	1200
48	Madison's Trust Elementary School	42380 Creighton Road, Ashburn VA 20148	1	0	50	1200
49	Meadowland Elementary School	728 Sugarland Run Drive, Sterling VA 20164	1	0	50	1200
50	Mercer Middle School	42148 Greenstone Drive, Aldie VA 20105	1	0	50	1200
51	Mill Run Elementary School	42940 Ridgeway Drive, Ashburn VA 20148	1	0	50	1200
52	Moorefield Station Elementary School	22325 Mooreview Pkwy, Ashburn VA 20148	1	0	50	1200
53	Mountain View Elementary School	36803 Alder School Road, Purcellville VA 20132	1	0	50	1200
54	Newton Lec Elementary School	43335 Gloucester Pkwy, Ashburn VA 20147	1	0	50	1200
55	Pinebrook Elementary School	25480 Mindful Court, Aldie VA 20105	1	0	50	1200
56	Potowmack Elementary School	46465 Esterbrook Circle, Sterling VA 20165	1	0	50	1200
57	River Bend Middle School	46240 Algonkian Pkwy, Sterling VA 20165	1	0	50	1200
58	Rolling Ridge Elementary School	500 East Frederick Drive, Sterling VA 20164	1	0	50	1200
59	Rosa Lee Carter Elementary School	43330 Loudoun Reserve Drive, Ashburn VA 20148	1	0	50	1200
60	Round Hill Center	20 High Street, Round Hill VA 20141	1	0	50	1200

ATTACHMENT I – PRICING PAGE (CONTINUED)

Site #	LCPS Facility Name	Location Address	# of Hand-capped Units	# of Regular Units	Monthly Rate	Total Costs for 24 Months
61	Round Hill Elementary School	17115 Evening Star Drive, Round Hill VA 20141	1	0	50	1200
62	Sanders Corner Elementary School	43100 Ashburn Farm Pkwy, Ashburn VA 20147	1	0	50	1200
63	Sekidens Landing Elementary School	43345 Cotton Commons Drive, Leesburg VA 20176	1	0	50	1200
64	Seneca Ridge Middle School	98 Seneca Ridge Drive, Sterling VA 20164	1	0	50	1200
65	Smart's Mill Middle School	850 North King Street, Leesburg VA 20176	1	0	50	1200
66	Sterling Elementary School	200 West Church Road, Sterling VA 20164	1	0	50	1200
67	Sterling Middle School	201 West Holly Avenue, Sterling VA 20164	1	0	50	1200
68	Stewart W. Weller Elementary School	20700 Marblehead Drive, Ashburn VA 20147	1	0	50	1200
69	Stone Hill Middle School	23415 Evergreen Ridge Drive, Ashburn VA 20148	1	0	50	1200
70	Sugarland Elementary School	65 Sugarland Run Drive, Sterling VA 20164	1	0	50	1200
71	Sully Elementary School	300 Circle Drive, Sterling VA 20164	1	0	50	1200
72	Sycolin Creek Elementary School	21100 Evergreen Mills Road, Leesburg VA 20175	1	0	50	1200
73	Tralside Middle School	20325 Claiborne Pkwy, Ashburn VA 20147	1	0	50	1200
74	Waterford Elementary School	15513 Loyalty Road, Waterford VA 20197	1	0	50	1200
75	Waapool Elementary School	42560 Black Angus Drive, Ashburn VA 20148	1	0	50	1200
76	Willard Middle School	40915 Braddock Road, Aldie VA 20105	1	0	50	1200

TOTAL COSTS FOR TWENTY-FOUR (24) MONTHS	\$91,200
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ATTACHMENT I – PRICING PAGE (CONTINUED)

Site #	LCPS Facility Name	Location Address	# of Handicapped Units	# of Regular Units	Monthly Rate	Total Costs for 24 Months
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NEW FACILITIES FUNDED/UNDER CONSTRUCTION

77	Elaine E. Thompson Elementary School (E24200 Pissarro Drive, Sterling VA 20166	N/A	N/A			
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ATTACHMENT I – PRICING PAGE (CONTINUED)

Additional Unit (price per each regular toilet for one or more additional units)	MO	\$ 50
Additional Unit (price per each handicapped toilet for one or more additional units)	MO	\$ 50
Additional per call service charge (Charge for service required in addition to those services identified in Section 4.0)	EA	\$ 125