

RIDEABLE CONTRACT RENEWALS & APPROVALS OF FY 25/26 FUNDING**CONSENT AGENDA CONTRACT ATTACHMENTS**

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Capital Building Services



County of Fairfax, Virginia

AMENDMENT

5/13/2024

AMENDMENT NO. 1CONTRACT TITLE: Custodial Services for Merrifield Center and Other BuildingsCONTRACTORCapital Building Services, Inc.
6083 Arlington Blvd
Falls Church, VA 22044SUPPLIER CODE

1000011766

CONTRACT NO.

4400011439

By mutual agreement contract 4400011439 is renewed for one (1) year at existing prices, terms, and conditions, effective September 1, 2024, through August 31, 2025. This is the first of three renewal options for this contract.

Please provide a current Certificate of Insurance (COI) in accordance with the CONTRACT INSURANCE PROVISIONS paragraph of this contract within ten (10) days after receipt of this executed amendment

ACCEPTANCE:

BY: _____

(Signature)

President/CEO

(Title)

William Nguyen

(Printed)

05/10/2024

(Date)

DocuSigned by:

4B542E279D224BE...

For Lee Ann Pender, CPPB
Director/County Purchasing AgentDISTRIBUTIONDept. of Finance – Accounts Payable/e
Facilities Management – Gonzalo Cebas/e
Facilities Management – Selena Davis/e
Facilities Management – Michael Lambert/eContract Specialist – Nicole Cifci
Asst. Contract Specialist – Team 2
FMD – Stephanie Powers Loughry/e
Contractor – William capital@hotmail.com**Department of Procurement & Material Management**12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013Website: www.fairfaxcounty.gov/procurement

Phone (703) 324-3201, TTY: 711, Fax: (703) 324-3681

SPECIAL PROVISIONS

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

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

20. ACCESS TO AND INSPECTION OF WORK:

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

21. DATA SOURCES:

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

22. SAFEGUARDS OF INFORMATION:

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

23. ORDER OF PRECEDENCE:

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

24. SUBCONTRACTING:

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

25. USE OF CONTRACT BY OTHER PUBLIC BODIES:

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

SPECIAL PROVISIONS

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

26. NEWS RELEASE BY VENDORS:

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

27. AMERICANS WITH DISABILITIES ACT REQUIREMENTS:

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

28. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:

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

Ferguson



Region XIV Education Service Center

1850 Highway 351
Abilene, TX 79601-4750
325-675-8600
FAX 325-675-8659

June 21, 2024

Mr. Zeb Wright
Business Development Manager
Ferguson Enterprises, LLC dba Ferguson Waterworks
2650 S Pipeline Rd
Euless, TX 76041

Sent via email to: Zeb.Wright@Ferguson.com

Re: Renewal of Region 14 ESC Contract **#02-104, Water Metering, Monitoring, Devices and Related Services**

Dear Mr. Wright:

Region 14 Education Service Center is pleased to announce it is renewing contract **#02-104, Water Metering, Monitoring, Devices and Related Services** for the period January 1, 2025 through December 31, 2025, in accordance with the contract.

If you have any questions or concerns, feel free to contact me at (325) 675-7003.

Sincerely,

DocuSigned by:
A handwritten signature in black ink that reads 'Emily Jeffrey'.
4FE64E70707547B...

Emily Jeffrey
Region 14, Chief Financial Officer

Ferguson

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of December 8, 2020, by and between National Cooperative Purchasing Alliance ("NCPA") and Ferguson Enterprises, LLC ("Vendor").
dba Ferguson Waterworks

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated December 8, 2020, referenced as Contract Number 02-104, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of Water Metering, Monitoring, Devices and Related Services;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as "public agency" or collectively, "public agencies") may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

♦ General Terms and Conditions

- The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor's obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region

Ferguson

14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

◆ **Term of Agreement**

- This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

◆ **Fees and Reporting**

- The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15th) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Agency Name	State	Zip Code	Date	PO or Job #	RQN Number	Sale Amount	Admin Fee
Total							

- Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee of three (3%) for the amount of the agency's purchase order less any applicable sales tax and Performance and/or Payment bond cost. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.
- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of five (5) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.



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

MODIFICATION #7
TO
CONTRACT NUMBER CTR005751
FORMERLY CONTRACT E194-73737
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
MANSFIELD OIL COMPANY

This MODIFICATION #7 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth," and Mansfield Oil Company, hereinafter referred to as the "Contractor" or "Mansfield", relating to the modification of Contract CTR005751 (E194-73737) effective November 6, 2015 as amended, hereinafter referred to as the "Contract" or "Agreement." This Modification is hereby incorporated into and made an integral part of the Agreement.

The purpose of this modification is to document both parties' agreement to A) Renew the contract for an additional year, B) Update General Terms and Conditions in accordance with APSPM PIM 43. All changes are effective January 6, 2025, unless otherwise noted, and shall be included in any subsequent modifications.

A. Reference: Contract CTR005751, "Renewal of Contract"

The contract is renewed for an additional term beginning January 6, 2025 and running through January 5, 2026 with One (1) one-year renewal periods remaining in accordance with this section.

B. Reference: Contract CTR005751, "Terms and Conditions"

Term Contract Extensions is added to the contract in accordance with APSPM PIM 43 as follows:

CONTRACT EXTENSIONS: In the event that the original term and all renewals of this contract expire prior to the award for a new contract for similar goods and/or services, the Commonwealth of Virginia may, with written consent of the Contractor, extend this contract for such a period as may be necessary to afford the Commonwealth of Virginia a continuous supply of the identified goods and/or services.

The foregoing is the complete and final expression of the parties' agreement to modify Contract CTR005751 and cannot be modified, except by a writing signed by the duly authorized representatives of both parties. All other terms and conditions remain unchanged.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

MANSFIELD OIL COMPANY

BY: Dan Luther

NAME: Dan Luther

Printed Name

TITLE: VP, Sales

DATE: 12/17/24

COMMONWEALTH OF VIRGINIA

BY: [Signature]

NAME: Brandon Amsel

Printed Name

TITLE: Statewide Sourcing & Contracting Officer

DATE: 12/18/2024

Mansfield Oil Company

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

27. AUDIT

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

28. USE OF CONTRACT BY THIRD PARTIES

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

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

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

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

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

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

Morton Salt/Eastern Salt

IFB #1134601

IFB #1134601	MONTGOMERY COUNTY, MARYLAND COOPERATIVE PURCHASE OF ROAD DEICING SALT SOLICITATION, BID AND AWARD SHEET	RETURN BID TO: OFFICE OF PROCUREMENT 27 COURTHOUSE SQ, STE. 330 ROCKVILLE, MD 20850
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PART I: SOLICITATION (Invitation for Bids ("IFB"))

SEALED BIDS IN ORIGINAL TO FURNISH THE SUPPLIES AND/OR SERVICES DESCRIBED ON THE ATTACHED QUOTATION SHEET(S) WILL BE RECEIVED UP TO **11:00 am, LOCAL TIME ON 10/20/2021**. BIDS WILL BE PUBLICLY OPENED AT THE DATE AND TIME STATED. BIDS WILL BE OPENED VIRTUALLY; BIDDERS CAN CLICK THE BELOW LINK TO JOIN BID OPENING. [Join on your computer or mobile app](#) [Click here to join the meeting](#) Or call in (audio only) **+1 443-692-5768, 655834281#** United States, Baltimore Phone Conference ID: 655 834 281#BIDS RECEIVED AFTER THE DATE AND TIME SPECIFIED WILL NOT BE CONSIDERED AND WILL BE RETURNED UNOPENED TO THE BIDDER. THE FOLLOWING DOCUMENTS ARE HEREBY INCORPORATED BY REFERENCE INTO AND MADE PART OF ANY CONTRACT AWARDED. In the event of any conflict among the provisions of the bid documents, or those documents comprising the resultant Contract, the conflict must be resolved by giving precedence to the below documents in the following order:

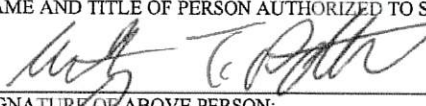
1. The "General Conditions of Contract between County and Contractor", and the "Special Terms and Conditions" shown in Sections B and C of this document.
2. The "Instructions, Conditions and Notices" shown in Section A of this IFB.
3. The specifications/scope of work shown in Section D of this document.
4. All solicitation amendments that change Section D will supersede in the event of a conflict.
5. All representations and certifications listed in this document.
6. This "Solicitation, Bid and Award Sheet" and the attached solicitation Quotation Sheet(s).

PART II-BID

The Bidder, by signing this solicitation, agrees that the County has 120 calendar days from the bid opening date in which to make an award of this solicitation. The Bidder agrees that its prices and/or discounts for all desired goods and/or services shall remain firm for the above time period prior to contract award. Also, the Bidder agrees that all instructions, terms, conditions, specifications, and amendments of this solicitation shall remain firm for the above time period prior to contract award. The County's Standard Payment Terms are Net Thirty (30) Days. This does not preclude an offeror from offering a prompt payment discount for payment of proper invoices in less than (30) days. An optional prompt payment term is not required, but may be offered conditioned on the following basis: Only a prompt payment discount, conditioned on a thirty-day or greater payment basis, will be utilized to recalculate prices for purposes of the Method of Award process for price/cost only. Prompt payment discounts may be offered on a shorter payment basis and adopted by the County at time of award, but will not be considered during the Method of Award process. Only a bid from a Certified Small Business with Health Insurance that submits a certificate issued by Montgomery County Department of Health and Human Services at the time of bid submission will receive a % price preference that will be utilized to recalculate prices for purpose of the Method of Award process in accordance with the criteria stated under Procurement Regulation 11B.77.01.06; See Procurement Regulations at: www.montgomerycountymd.gov/PRO/Laws.html

NAME AND SIGNATURE REQUIREMENTS FOR BIDS AND CONTRACTS: The correct and full legal business name of the bidder must be used in bids received and on all contracts issued as a result of this solicitation. A trade name (i.e., a shortened or different name under which the firm does business) must not be used when the full legal name is different. Corporations must have names that comply with State Law, which requires a suffix indicating the corporate status of the business (e.g. Inc., Incorporated, etc.). Trade names may be indicated by individuals or corporations with the individual or corporate name followed by "u/a" (trading as) or "d/b/a" (doing business as) respectively. The offeror's signature on the proposal, contract, amendment(s), or related correspondence, must conform to the following:

All signatures must be made by an authorized officer, partner, manager, member, or employee. The signing of an offer or a contract is a representation by the person signing that the person signing is authorized to do so on behalf of the offeror or contractor.

BIDDER'S CORRECT AND FULL LEGAL BUSINESS NAME: Morton Salt, Inc.		TELEPHONE NO.: 855-665-4540
ADDRESS: 444 W Lake St, Suite 3000, Chicago, IL 60606		TOLL FREE NO.: 855-665-4540
REMITTANCE ADDRESS: (If Remittance Address is Different from Above Address) Dept CH 19973 Palatine, IL 60055-9973		FAX NO.: 312-896-9208
BIDDER'S E-MAIL ADDRESS: buyroadsalt@mortonsalt.com		
ACKNOWLEDGEMENT OF AMENDMENTS The bidder acknowledges receipt of amendments to the solicitation for offers and related documents numbered and dated as follows:		Anthony T. Patton, Director, US Gov't Bulk Deicing Sales NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (TYPE OR PRINT):  10/15/2021 SIGNATURE OF ABOVE PERSON: DATE:
Amendment No./Date	Amendment No./Date	
#1/ 10/01/2021		

PART III: AWARD (TO BE MADE BY THE COUNTY'S CONTRACTING OFFICER (OFFICE USE ONLY))

YOUR BID IS ACCEPTED AS TO THE FOLLOWING AND/OR AS ATTACHED TO THIS DOCUMENT:

YOUR CONTRACT NUMBER IS:

MONTGOMERY COUNTY, MARYLAND

BY	PRINTED NAME OF CONTRACTING OFFICER	SIGNATURE OF CONTRACTING OFFICER	AWARD DATE
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THIS FORM HAS BEEN APPROVED AS TO FORM AND LEGALITY BY THE OFFICE OF THE COUNTY ATTORNEY

Morton Salt

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

Contract No. 1134601
 Amendment No.3

This Amendment is between Montgomery County, Maryland (the "County") and Morton Salt, Inc. (the "Contractor").

Background

1. The parties entered into Contract No. 11134601 on December 14, 2021.
2. The term of the present contract ends on December 13, 2024 (Contract term).
3. The purpose of this contract is to purchase road deicing salt cooperatively.
4. The contract authorizes an extension of the contract term and a price adjustment.
5. The purpose of this amendment is to extend the contract term and adjust prices as provided for under the contract.

Changes

1. The contract term is extended through December 13, 2025, as permitted by the contract.
2. A price adjustment, as expressly permitted under the terms of the contract, is allowed as follows:
 Effective 12/1/2024, all contract prices are increased by 2.60% in accordance with Section C – Special Terms and Conditions, provision 2, of this contract and the Consumer Price Index for the Washington, D.C. Metropolitan Area for the previous 12-month period. New Prices reflecting this adjustment are attached to this amendment as ATTACHMENT A.

Effect

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

Eastern Salt

Eastern Salt Company, Inc.
134 Middle Street, #21
Lowell, MA 01852

Contract No. 1137767
Amendment No.3

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

Background

1. The parties entered into Contract No. 1137767 on December 14, 2021.
2. The term of the present contract ends on December 13, 2024 (Contract term).
3. The purpose of this contract is to purchase road deicing salt cooperatively.
4. The contract authorizes an extension of the contract term and a price adjustment.
5. The purpose of this amendment is to extend the contract term and adjust prices as provided for under the contract.

Changes

1. The contract term is extended through December 13, 2025, as permitted by the contract.
2. A price adjustment, as expressly permitted under the terms of the contract, is allowed as follows: Effective 12/14/2024, all contract prices are increased by 2.60% in accordance with Section C – Special Terms and Conditions, provision 2, of this contract and the Consumer Price Index for the Washington, D.C. Metropolitan Area for the previous 12-month period. New Prices reflecting this adjustment are attached to this amendment as ATTACHMENT A.

Effect

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

Pinpoint Underground LLC



City of Rockville

May 7, 2025

Pinpoint Underground LLC
6231 Crain Highway
Upper Marlboro, MD 20772

Letter of Renewal – Contract IFB 16-21

Dear Pinpoint Underground LLC,

I am writing with regarding Pinpoint Underground LLC agreement with the City of Rockville for **Utility Locating Services under IFB 16-21**. The City's Public Works Department would like to renew office would like to renew the next option year through June 30, 2026.

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

☒ Yes, Pinpoint Underground LLC agrees to renew IFB 16-21, with a 3.5% CPI increase where the pricing structure, terms, and conditions shall remain the same through June 30, 2026.

Signature

Print Name:

Pinpoint Underground LLC.

Date:

Upon execution of this document please e-mail a copy to my attention at the e-mail address provided below.

In the event your company does not wish to renew this agreement further, please reply in writing, on your company's letterhead, and the contract will expire July 1, 2025.

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

Sincerely,

Regina Washington
City of Rockville-Senior Buyer
Procurement Department
rwashington@rockvillemd.gov

Pinpoint Underground

ATTACHMENT A **AFFIDAVIT**

I hereby affirm that: I am the Owner and the duly authorized representative of the firm of Pinpoint Underground LLC whose address is 12231 Crain Hwy Upper Marlboro MD 20772 and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

I further affirm:

AFFIDAVIT OF QUALIFICATION TO CONTRACT WITH A PUBLIC BODY

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

A. been convicted under the laws of the State of Maryland, any other state, or the United States of any of the following:

- (1) bribery, attempted bribery, or conspiracy to bribe.
- (2) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract.
- (3) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property.
- (4) a criminal violation of an anti-trust statute.
- (5) a violation of the Racketeer Influenced and Corrupt Organization act, or the Mail Fraud Act, for acts in connection with the submission of bids or proposals for a public or private contract.
- (6) a violation of Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland.
- (7) conspiracy to commit any of the foregoing.

B. pled nolo contendere to, or received probation before verdict for, a charge of any offense set forth in subsection A of this paragraph.

C. been found civilly liable under an anti-trust statute of the State of Maryland, another state, or the United States for acts or omissions in connection with the submission of bids or proposals for a public or private contract.

D. during the course of an official investigation or other proceeding, admitted, in writing or under oath, an act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection A or C of this paragraph.

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

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

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

NON-COLLUSION AFFIDAVIT

1. Am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

2. Such bid is genuine and is not a collusive or sham bid

3. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Mayor and Council of Rockville, Maryland (Local Public Agency) or any person interested in the proposed Contract; and

4. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant. I do solemnly declare and affirm under the penalties of perjury that the contents of these affidavits are true and correct.

Signature and

Title

Lincoln Permon Owner

Date

May 12, 2021

COMPLETE AND RETURN WITH BID

CITY OF ALEXANDRIA, VA CODE TITLE 3, CHAPTER 3					
MODIFICATION OF CONTRACT		1. CONTRACT NAME Processing & Sale of Recyclable Materials		PAGE 1	OF PAGES 3
2. MODIFICATION NO. 007	3. EFFECTIVE DATE October 16, 2024	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)		
6. ISSUED BY CITY OF ALEXANDRIA, VA PURCHASING DIVISION 100 N. PITT ST., SUITE 301 ALEXANDRIA, VA 22314		7. ADMINISTERED BY (If other than item 6) DEPARTMENT OF TRANSPORTATION & ENVIRONMENTAL SERVICES 301 KING STREET ALEXANDRIA, VA 22314			
8. NAME AND ADDRESS OF CONTRACTOR (No., Town, County, State and ZIP Code) BFI Transfer Systems of Virginia, LLC dba Northern Virginia MRF 7911 Notes Drive Manassass, VA 20109 DCiesla@republicservices.com; janderson4@republicservices.com		(X)	9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. ITB860 / 1970		
			10B. DATED (SEE ITEM 13) December 2, 2019		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers <input type="checkbox"/> is extended <input type="checkbox"/> is not extended.					
Offers must acknowledge receipts of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:					
a.) by completing Items 8 and 15 and returning <u>one (1)</u> copy of the amendment: or b.) By acknowledging receipt of this amendment on each copy of the offer submitted: FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted such change may be made by the process identified in the solicitation.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
(X)	A. THIS CHANGE IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A				
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14.				
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X	D. OTHER (Specify type of modification and authority) Purchasing Policies and Procedures				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copy to the issuing office.					
14. DESCRIPTION OF MODIFICATION:					
<p>This Modification is to exercise the 4th option year, renewing the contract from December 1, 2024 through November 30, 2025. There is one (1) renewal option remaining. This modification also incorporates a 3.8% contract rate increase based on the September 2024 CPI-U, Garbage and Trash Collection.</p> <p style="text-align: center;">All other terms and conditions remain unchanged.</p>					
15A. NAME AND TITLE OF SIGNER (type or print) Jack DeBell, General Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Wynndell Bishop, Purchasing Agent			
15B. CONTRACTOR  (Signature of person authorized to sign)	15C. DATE SIGNED 10/16/2024	16B. CITY OF ALEXANDRIA, VA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 10/17/2024 11/27/2023		

ITB860
Processing & Sale of Recyclable Material
Amendment 001

S=Statement; Q=Question; A=Answer

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



Memo

Subject: RFP 23-69TM Renewal

To: John Saintsing

From: David Powell

Date: 1/17/25

Mr. Saintsing,

Expires 12/03/2025

Public Works Wastewater approves the Tri-State Utilities annual renewal to continue the above listed contract. Wastewater approves the TSU-proposed annual cost increase of 3% for this new year of the contract. If there are any questions, feel free to contact me.

David Powell

David Powell

Senior Civil Engineer, Public Works

dpowell@hampton.gov

757-726-2962

Public Works, Wastewater Department

550 North Back River Road | Hampton, Virginia 23669

www.hampton.gov | P: (757) 727-8311

Tri-State

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

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

I. Identification of the Parties and Contract Documents.

This Contract, made on this 3rd day of December 2023, by and between the City of Hampton, a municipal corporation of the Commonwealth of Virginia, located at 22 Lincoln Street, Hampton, Virginia 23669, the ("City"), and Tri-State Utilities LLC, a Virginia limited liability company having a principal office address at 2111 Smith Avenue, Chesapeake, Virginia 23320, the ("Contractor"). The City and Contractor shall be referred to jointly as the "Parties," and each as a "Party."

It is mutually understood and agreed by the Parties that the entire contents of RFP 23-69TM issued May 16, 2023 and all Addendums thereto (Exhibit "A"), the Intent to Award Letter, dated September 13, 2023 (Exhibit "B"), and Contractor's Response dated June 13, 2023 (Exhibit "C") are incorporated herein by reference as the "Contract Documents" as if each had been fully set out and attached hereto.

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

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

II. Scope of Services. The Contractor shall perform services to the City as specified in the Contract Documents in accordance with the standard of care and skill ordinarily possessed by a reputable provider of sewer rehabilitation services on an on-call, as-needed basis.


III. Project Schedule and Performance.

A. Term.

1. **The Effective Date of this Contract shall be the date on which the City Manager or her designee signs the Contract.**
2. This Contract shall commence on the Effective Date, and shall continue in force for the term of one (1) year. 12/03/2025
3. This Contract may be extended upon mutual agreement of both parties for four (4) optional, one-year periods, upon the same prices, terms, and conditions set forth in this Contract and in the Contract Documents. Each additional year shall be referred to individually as a "Renewal Period". Said Renewal Period shall occur automatically unless written notice is given by either Party no later than 30 days before the expiration of the current period.
4. Notice shall be given pursuant to the terms and conditions provided in the Article XX, entitled "Representatives and Notices" of this Contract.

Tri-State

omissions or the absence of immediately available funds as grounds for any Force Majeure Event or for any delay in its performance.

- XVII. Environmental Consideration.** Any costs or expenses associated with environmentally related violations of the law, the creation or maintenance of a nuisance, or releases of hazardous substances, including, but not limited to, the costs of any cleanup activities, removals, remediations, responses, damages, fines, administrative or civil penalties, or charges imposed on the Contractor, whether because of actions or suits by any governmental or regulatory agency or by any private party, as a result of the storage, accumulation, or release of any hazardous substances, or any noncompliance with or failure to meet any federal, state or local standards, requirements, laws, statutes, regulations or the law of nuisance by Contractor (or by its agents, officers, employees, subcontractors, consultants, subconsultants, or any other persons, corporations or legal entities employed, utilized, or retained by Contractor) in the performance of this Contract or related activities, shall be paid by Contractor. This Section shall survive the termination, cancellation or expiration of this Contract.
- XVIII. Copyright/Patent Indemnity.** Contractor shall pay all royalty and license fees relating to the items covered by this Contract. In the event any third party shall claim that the manufacture, use and sales of the goods supplied under this Contract constitute an infringement of any copyright, trademark, or patent, the Contractor shall indemnify the City and hold the City harmless from any cost, expense, damage or loss incurred in any manner by the City on account of any such alleged or actual infringement. 
- XIX. Cooperative Procurement.** Virginia Code § 2.2-4304 shall apply to this Contract. Other public bodies may utilize any contract(s) issued pursuant to this solicitation by placing its own order(s) directly with the Contractor(s) awarded the Contract(s). The City of Hampton acts only as the issuing agent and is not responsible for placement of orders, payment or discrepancies of other participating public bodies.
- XX. Representatives and Notices.** Any notice, demand, or request by or made pursuant to this Contract shall be deemed properly made if personally delivered in writing or sent by the parties by United States mail, postage paid, to the representative specified below or as otherwise designated in writing and agreed to by the Parties. Nothing in this section shall restrict the City from making routine communications with the Contractor.

To the City's Representative:

Rodney Kiefert, Operations Manager
Public Works Wastewater Operations Division
550 North Back River Road
Hampton, Virginia 23669

With a copy to: Lin Whitley, Director of Procurement
City of Hampton
1 Franklin Street, Suite 345
Hampton, Virginia 23669