

**RIDABLE CONTRACT RENEWALS & APPROVALS OF FY 26/27 FUNDING**  
**CONSENT AGENDA CONTRACT ATTACHMENTS**

<b>Vendor</b>	<b>Expiration Date</b>	<b>Pages</b>
Capital Building Services	08/31/2026	1-5
Ferguson Enterprises LLC	09/30/2028	6-9
Mansfield Oil Company	01/05/2027	10-23
Morton/Eastern Salt	11/07/2026	24-28
Vortex Services, OMNIA Partners	09/09/2026	31-32
City of Rockville Utility Locating	06/30/2026	33-35



# County of Fairfax, Virginia

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

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

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

Attention: William Nguyen, CEO/President

Reference: RFP 2000003507 – Custodial Services for Merrifield Center and Other Buildings

## ACCEPTANCE AGREEMENT

**Contract Number: 4400011439**

This Acceptance Agreement signifies a contract award to Capital Building Services, Inc. in its entirety for **Custodial Services for Merrifield Center and Other Buildings**. The initial period of the contract is from September 1, 2022 through August 31, 2024, with three (3) one-year renewal options.

The contract award shall be in accordance with the following:

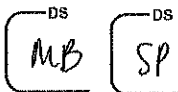
- 1) This Acceptance Agreement;
- 2) The Terms and Conditions of RFP 2000003507, and all Addenda;
- 3) Your Technical and Cost Proposal dated April 20, 2022; and
- 4) Your Negotiation response dated July 15, 2022.

Please note that this is not an order to proceed. A Purchase Order, which constitutes your notice to proceed, will be issued to your firm as required. Please provide your Insurance Certificate according to Special Provisions paragraph 15 within ten (10) days of receipt of this letter. Contract award documents may be viewed on the Department of Procurement and Material Management website at [www.fairfaxcounty.gov/contracts](http://www.fairfaxcounty.gov/contracts) by entering the contract number in the contract number field.

All questions in regards to this contract should be directed to the Contract Specialist, Nicole Cifci at 703-324-2854 or via e-mail [Nicole.Cifci@fairfaxcounty.gov](mailto:Nicole.Cifci@fairfaxcounty.gov).

DocuSigned by:  
*Lee Ann Pender*  
E239B762E600465...

Lee Ann Pender, CPPB  
Director/County Purchasing Agent



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



# County of Fairfax, Virginia

## AMENDMENT

6/4/2025

### AMENDMENT NO. 3

CONTRACT TITLE: Custodial Services for Merrifield Center and Other Buildings

<u>CONTRACTOR</u> Capital Building Services, Inc. 6083 Arlington Blvd Falls Church, VA 22044	<u>SUPPLIER CODE</u> 1000011766	<u>CONTRACT NO.</u> 4400011439
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By mutual agreement contract 4400011439 amended as indicated below:

- ADD:** Additional cleaning services at Sharon Bulova Center for Community Health (formerly Merrifield Center): provide additional four (4) hours of evening cleaning services five (5) days per week for an additional **\$1,601.24 per month**, effective immediately.
- RENEWAL/PRICE INCREASE:** Renew for one (1) year at existing terms, and conditions, with a price increase as indicated on the attached pricing schedule, effective September 1, 2025, through August 31, 2026. This is the second 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

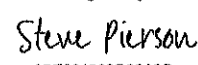
ACCEPTANCE:

BY: \_\_\_\_\_  
 (Signature)

**William Nguyen**  
 \_\_\_\_\_  
 (Printed)

President/CEO  
 \_\_\_\_\_  
 (Title)

**06.03.2025**  
 \_\_\_\_\_  
 (Date)

DocuSigned by:  
  
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For Lee Ann Pender, CPPB  
Director/County Purchasing Agent

DISTRIBUTION  
 Facilities Management – Shane Flanigan/e  
 Facilities Management – Gonzalo Cebas/e  
 Facilities Management – Michael Lambert/e

Contract Specialist – Nicole Cifci  
 Asst. Contract Specialist – Team 2  
 Contractor – [William\\_capital@hotmail.com](mailto:William_capital@hotmail.com)

Amendment 3  
 4400011439  
 Page 2

**PRICING SCHEDULE**

<b>Monthly Pricing for Custodial Services</b>		
<b>Building</b>	<b>Current Monthly Price</b>	<b>New Monthly Price</b>
Sharon Bulova Center for Community Health (formerly Merrifield Center)	\$33,284.12 + \$1,601.24 = \$34,885.36	\$34,082.94 + \$1,601.24 = <b>\$35,684.18</b>
Woodrow Wilson Library	\$2,505.86	<b>\$2,566.00</b>
Higher Horizon Daycare	\$8,061.89	<b>\$8,255.38</b>
Bailey's Community Center	\$2,526.40	<b>\$2,587.03</b>
Willston Multicultural Center	\$6,901.39	<b>\$7,067.02</b>

<b>Additional Services</b>		
<b>Description</b>	<b>Current Rate</b>	<b>New Rate</b>
Emergency Services	\$35.00 per hour per person	<b>\$35.84 per hour per person</b>
Special Event Porter Service	\$32.00 per hour per person	<b>\$32.77 per hour per person</b>
Carpet Shampoo	\$0.38 per square foot \$100.00 set-up fee	<b>\$0.39 per square foot \$102.40 set-up fee</b>
Strip and Wax	\$0.40 per square foot \$100.00 set-up fee	<b>\$0.41 per square foot \$102.40 set-up fee</b>
Additional Regular Day Porter Service	\$17.62 per hour per person	<b>\$18.04 per hour per person</b>
Covid-19 Disinfectant Clean-up Regular Hours (8:00 a.m. – 6:00 p.m.)	\$65.00 per hour per person	<b>\$66.56 per hour per person</b>
Covid-19 Disinfectant Clean-up After Hours (6:01 p.m. – 7:59 a.m.) Weekends and Holidays	\$92.00 per hour per person	<b>\$94.21 per hour per person</b>

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.



## Region XIV Education Service Center

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

September 8, 2025

Tim Trout  
Director of Municipal Sales  
Ferguson Enterprises, LLC dba Ferguson Waterworks  
751 Lakefront Commons  
Newport News, VA 23606  
*Sent via email to: [tim.trout@ferguson.com](mailto:tim.trout@ferguson.com)*

Re: Award of Contract #159595, Waterworks Materials, Services, Operations and Related Solutions

Dear Mr. Trout:

Region 14 Education Service Center is happy to announce that Ferguson Enterprises, LLC dba Ferguson Waterworks has been awarded Contract #159595 based on the proposal submitted to Region 14 ESC in response to RFP 25-S942, Waterworks Materials, Services, Operations and Related Solutions. As stated in the RFP, Article VI. Signature Form, this contract award letter is the countersignature to Ferguson Enterprises, LLC dba Ferguson Waterworks's response and provides Region 14's acceptance of the response and establishes the contract.

The contract is effective September 10, 2025. The contract may be renewed in accordance with the contract terms and conditions.

We look forward to a long and successful partnership.

If you have any questions or concerns, feel free to contact me at (325) 675-8600.

Sincerely,

Signed by:

A handwritten signature in cursive script that reads 'Emily Jeffrey'.

4FE64E70707647B...

Emily Jeffrey  
Region 14, Chief Financial Officer

## Tab 2 – NCPA Administration Agreement

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This Administration Agreement is made as of April 19, 2022, by and between National Cooperative Purchasing Alliance ("NCPA") and Ferguson Enterprises, LLC ("Vendor").

### Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated April 19, 2022, referenced as Contract Number 02-138, 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 Plumbing Supplies, HVAC Products and Building Supplies;

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

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 (15<sup>th</sup>) 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:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total \_\_\_\_\_

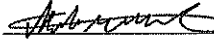
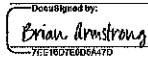
- Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

<u>Annual Sales Through Contract</u>	<u>Administrative Fee</u>
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

- 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 ~~four~~ two (42) 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.~~

◆ General Provisions

- This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA, provided, however, that the Vendor may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement.
- This Agreement and NCPA's rights and obligations hereunder may be assigned at ~~NCPA's sole discretion~~ upon mutual agreement, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
- All written communications given hereunder shall be delivered to the addresses as set forth below.

<b>National Cooperative Purchasing Alliance:</b>	<b>Vendor:</b>	Ferguson Enterprises, LLC
Name: <u>Matthew Mackel</u>	Name:	<u>Brian Armstrong</u>
Title: <u>Director, Business Development</u>	Title:	<u>Director of National Accounts</u>
Address: <u>PO Box 701273</u>	Address:	<u>751 Lakefront Commons</u>
<u>Houston, TX 77270</u>		<u>Newport News, VA 23606</u>
Signature: <u></u>	Signature:	<u></u>
Date: <u>April 19, 2022</u>	Date:	<u>3/24/2022</u>



## COMMONWEALTH OF VIRGINIA

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

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

CONTRACT PERIOD	November 6, 2015 through January 5, 2027
CONTRACT TYPE	Mandatory Statewide
RENEWAL(S) REMAINING	No Renewal Remaining
AUTHORIZED USERS	The contract resulting from this competitive request for proposal program is available for the use of Commonwealth of Virginia agencies, institutions of higher education, political subdivisions and authorities (collectively "Authorized Users") as defined in Code of Virginia § 2.2-4301 located in the Bristol, Salem, Lynchburg, and Hampton Roads VDOT districts. Use of the contract is mandatory for the purchase of bulk motor fuel for quantities in excess of 300 gallons for Executive Branch state agencies, unless exempted in writing by the Division of Purchases and Supply, or as otherwise exempted by the Code of Virginia. Use of the contract by all other Authorized Users and for all other goods and services described in the contract is optional
CONTRACTOR & eVA ID#	Mansfield Oil Company SUP050473
CONTRACTOR(S) POINT OF CONTACT	Dan Luther Phone: 678-450-2285 Email: <a href="mailto:dluther@mansfieldoil.com">dluther@mansfieldoil.com</a>
MINIMUM ORDER	300 Gallons *if order is less than 300 gallons then small purchase rules apply*
PAYMENT TERMS	Net 30
DELIVERY	F.O.B Destination
DPS CONTRACT OFFICER	See eVA for Contract Officer
COMMODITY CODE(S)	41509, 41515
LAST UPDATE & PURPOSE	November 7, 2025 Contract renewed for an additional year

#### **INFORMATION:**

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

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

Contract Summary: CTR005751

Page 1 of 10

4. Non-Catalog Purchase Order Information: Select all lines applicable. Insert the invoiced total for the commodity/service/fee/tax associated with each line.
5. Authorized User Acceptance: Inspection and acceptance upon delivery and approval of Contractor's invoice is the responsibility of the receiving Authorized User.
6. Contract Fuel Price List: Invoiced fuel prices can be verified using the contract fuel price list maintained by the Division of Fleet Management Services (DFMS). The pricing list can be found on the DGS.Virginia.gov website, under the Fleet tab.

<https://dgs.virginia.gov/fleet/fuel-programs/contract-fuel-prices>

#### **OVERVIEW:**

The Contractor shall furnish all labor, goods, equipment, materials and services necessary to provide Statewide Bulk Motor Fuel Program goods and services to any public body, as defined in the *Code of Virginia* §2.2-4301, and to 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.*

The Contractor shall:

1. Deliver a broad spectrum of high-quality bulk motor fuel Products to users throughout the Bristol, Salem, Lynchburg, Hampton Roads, Staunton, Culpeper, Northern Virginia, Fredericksburg, and Richmond VDOT districts, and any sub-districts therein, in an efficient and effective manner. The districts by which the Commonwealth has been divided into are shown in Appendix A, Fuel District Map.
2. Proactively manage demand spikes;
3. Provide Reliable Delivery of bulk motor fuel products to the Commonwealth's public bodies.

Reliable Delivery shall be defined as the delivery of bulk motor fuel products in a manner that meets or exceeds the requirements stated herein, during times of:

1. Normal business operations;
2. Spikes in authorized user demand;
3. Regional or industry wide motor fuel shortages;
4. Times of Urgent Need, which shall be defined as times during which an authorized user(s) is preparing for and/or responding to events, including but not limited to inclement weather, that may adversely affect the ability of the authorized user's citizens to undertake their normal daily activities;
5. State declared emergency; and,
6. Catastrophe, which shall be defined as the times during which the United States Federal government declares a state of emergency within and/or outside of the Commonwealth of Virginia and during which the supply of motor fuel, its underlying ingredients, and/or the industry's manufacturing capability, is adversely affected. Catastrophes shall also include worldwide events, including but not limited to, weather events, acts of war, and cartel decisions that adversely affect the supply of motor fuel, its underlying ingredients, and/or the industry's manufacturing capability.

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

Contract Summary: CTR005751

**PRICING\**

**FLAT FEES ON DELIVERIES:** Effective January 6, 2024, flat fees may be applied to orders below 6,000 gallons of gasoline and 5,000 gallons of diesel. Flat fees will be applied as follows:

- \$400 flat fee for orders between minimum order amount to 3,999 gallons of gasoline or minimum order amount to 2,999 gallons of diesel. If the combined total of gallons for an order to be delivered on the same truck and at the same time falls below 4,000 gallons, the \$400 fee shall apply.
- \$250 flat fee for orders between 4,000 to 5,999 gallons of gasoline or 3,000 to 4,999 gallons of diesel. If the combined total of gallons for an order to be delivered on the same truck and at the same time is equal to or greater than 4,000 gallons but does not exceed 5,999, the \$250 fee shall apply.
- \$150 flat fee for all Tankwagon orders.

All fees may be applied to an invoice at the contractor's discretion and shall be included as a separate line on invoices when applied.

**NEW TAX:** On January 1, 2023 and as part of the Inflation Reduction Act, the Hazardous Substance Superfund tax (commonly called the Superfund Excise Tax) was reinstated. This tax is set at \$0.164 per barrel of crude oil or \$0.00391 per gallon of clear gasoline and diesel with lower tax rates based on fuel blends. These rates will be adjusted yearly for inflation.

Fuel purchased after January 1, 2023 are subject to this new tax.

This tax will be included in addition to the \$.09 per barrel (or \$0.0021 per gallon) Oil Spill Liability tax. The Superfund Excise Tax may be included on invoices as a separate line item.

**Superfund Tax Rate for Blends**

<b><u>Blend</u></b>	<b><u>Price per Gallon</u></b>
Clear Gas and Diesel	<u>\$0.00391</u>
10% Ethanol Blends	<u>\$0.00352</u>
15% Ethanol Blends	<u>\$0.00332</u>
75% Ethanol Blends	<u>\$0.00098</u>
80% Ethanol Blends	<u>\$0.0078</u>
85% Ethanol Blends	<u>\$0.0059</u>
2% Biodiesel Blends	<u>\$0.00383</u>
5% Biodiesel Blends	<u>\$0.00371</u>
10% Biodiesel Blends	<u>\$0.00352</u>
15% Biodiesel Blends	<u>\$0.00332</u>
20% Biodiesel Blends	<u>\$0.00313</u>

**BULK MOTOR FUEL:** The price for the bulk motor fuel shall be the Oil Price Information Service (OPIS) Closing Average Wholesale Rack Report gross price published at 5:59 P.M. for the day the bulk motor fuel is delivered and for the terminal identified in the table below for that delivery location. If it should occur that the OPIS publication is not published for any given day, then the previous day's publication shall be used to determine the daily price.

The Contractor will then add the applicable market differentials, fees and taxes, less any discounts or incentives, for the total price to be invoiced to the Authorized User.

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Contract Summary: CTR005751

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**Table 1**  
**Market Differential Charge per Gallon for Tank Wagon**  
**Deliveries**

<b>District</b>	<b>Terminal</b>	<b>Market Differential*</b>
Culpeper - Charlottesville UVA	Richmond	0.2731
Culpeper - All Other Cities and Counties	Fairfax	0.2599
Fredericksburg - Fredericksburg, Spotsylvania, Stafford	Richmond	0.2631
Fredericksburg - All Other Cities and Counties	Richmond	0.2631
Northern Virginia - Alexandria, Arlington	Fairfax	0.2477
Northern Virginia - Fairfax, Loudon	Fairfax	0.2487
Northern Virginia - All Other Cities and Counties	Fairfax	0.2567
Richmond - Dinwiddie, Hopewell, Petersburg, Prince George	Richmond	0.2564
Richmond - Chesterfield, Colonial Heights, Henrico, Richmond	Richmond	0.2654
Richmond - All Other Cities and Counties	Richmond	0.2783
Staunton	Roanoke	0.2803
Bristol	Roanoke	0.2719
Hampton Roads - Chesapeake, Norfolk, Portsmouth, Virginia Beach	Norfolk	0.2390
Hampton Roads - Hampton, Newport News, York County	Norfolk	0.2500
Hampton Roads - Eastern Shore, all cities and counties therein	Norfolk	0.2719
Hampton Roads - All Other Cities and Counties	Norfolk	0.2500
Lynchburg	Richmond	0.2500
Salem	Roanoke	0.2719

\* The market differential shall be inclusive of the Contractor's costs and margins, including freight.

**Table 2**  
**Market Differential Charge per Gallon for Transport Truck**  
**Deliveries**

<b>Fuel Type</b>	<b>Knoxville Terminal</b>	<b>Norfolk Terminal</b>	<b>Richmond Terminal</b>	<b>Roanoke Terminal</b>	<b>Fairfax Terminal</b>
Reformulated Gasoline 87 Octane	N/A	-0.0089	-0.0077	N/A	-0.0023
Reformulated Gasoline 89 Octane	N/A	-0.0125	0.0109	N/A	0.0110
Reformulated Gasoline 93 Octane	N/A	-0.0155	0.0039	N/A	0.0010
Gasoline 87 Octane	0.0056	0.0175	0.0153	0.0271	0.0167
Gasoline 89 Octane	-0.0008	0.0023	-0.0002	0.0209	0.0173

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Gasoline 93 Octane	-0.0019	0.0025	-0.0090	0.0162	0.0042
Number 2 Ultra Low Sulfur Diesel	0.0110	0.0104	0.0137	0.0162	0.0127
Winter Blend Number 2 Ultra Low Sulfur Diesel	0.0483	0.0483	0.0564	0.0564	0.0507
Premium Number 2 Ultra Low Sulfur Diesel	0.0564	0.0483	0.0564	0.0564	0.0507

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**Table 3  
Freight Charge per Gallon for Transport Truck  
Deliveries**

Authorized Users should place 75% of their orders within a single volume range over time. Placing orders within multiple volume ranges should be kept to a minimum.

District	Terminal	Gasoline				Diesel			
		8401-8500	6000-8400	4000-5999	0-3999	7401-7500	5000-7400	3000-4999	0-2999
Culpeper - Charlottesville, UVA	Richmond	0.0937	0.0992	0.1047	0.1748	0.0965	0.1047	0.1622	0.1764
Culpeper - All Other Cities and Counties	Fairfax	0.0757	0.0811	0.0866	0.1567	0.0723	0.0805	0.1380	0.1522
Fredericksburg - Fredericksburg, Spotsylvania, Stafford	Richmond	0.0647	0.0702	0.0757	0.1512	0.0383	0.0465	0.1095	0.1237
Fredericksburg - All Other Cities and Counties	Richmond	0.0647	0.0702	0.0757	0.1512	0.0646	0.0728	0.1358	0.1500
Northern Virginia - Alexandria, Arlington	Fairfax	0.0654	0.0708	0.0763	0.1464	0.0629	0.0711	0.1286	0.1428
Northern Virginia - Fairfax, Loudoun	Fairfax	0.0676	0.0730	0.0785	0.1541	0.0650	0.0733	0.1362	0.1505
Northern Virginia - All Other Cities and Counties	Fairfax	0.0763	0.0818	0.0873	0.1628	0.0751	0.0833	0.1463	0.1605
Richmond - Dinwiddie, Hopewell, Petersburg, Prince George	Richmond	0.0616	0.0671	0.0726	0.1372	0.0589	0.0671	0.1191	0.1334
Richmond - Chesterfield, Colonial Heights, Henrico, Richmond	Richmond	0.0691	0.0746	0.0800	0.1501	0.0644	0.0726	0.1301	0.1443
Richmond - All Other Cities and Counties	Richmond	0.0724	0.0779	0.0833	0.1589	0.0745	0.0827	0.1456	0.1599
Staunton	Roanoke	0.1177	0.1232	0.1287	0.1987	0.1150	0.1232	0.1807	0.1949
Bristol	Knoxville	0.1279	0.1499	0.2175	0.3632	0.1482	0.1793	0.2469	0.4124
Hampton	Norfolk	0.0443	0.0520	0.0754	0.1501	0.0503	0.0608	0.0838	0.1667

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Roads Chesapeake, Norfolk, Portsmouth, Virginia Beach									
Hampton Roads Hampton, Newport News, York County	Norfolk	0.0504	0.0590	0.0856	0.1643	0.0569	0.0689	0.0949	0.1821
Hampton Roads- Eastern Shore, all cities and counties therein	Norfolk	0.0535	0.0627	0.0910	0.1745	0.0575	0.0695	0.0958	0.1838
Hampton Roads - All other cities and counties	Norfolk	0.0466	0.0546	0.0793	0.1521	0.0575	0.0695	0.0958	0.1838
Lynchburg	Richmond	0.0492	0.0576	0.0835	0.1603	0.0609	0.0737	0.1015	0.1947
Salem	Roanoke	0.0581	0.0682	0.0989	0.1897	0.0656	0.0794	0.1093	0.2096

**Table 4  
Fees Associated with Bulk Motor Fuel Delivery**

Name	Description	Price
Toll Fee	To be charged when a toll road is used in route to make a delivery.	Actual Cost
Pump Fee	To be charged when transport trucks must make deliveries to above ground storage tanks.	\$45
Split Order Fee	To be charged when transport trucks make deliveries to multiple Authorized User's locations on different properties no more than 30 miles apart.	\$45
Minimum Order Fee	To be charged on orders of 300 gallons or less.	\$100
Demurrage Fee	To be charged for every 15 full minute interval after the end of the delivery window or the cut off at the end of normal business hours when the carrier is required to wait for the Authorized User at the delivery location. The total fee shall not exceed \$200.	\$25

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**Table 5  
Additives Charge per Gallon**

<b>Product Name</b>	<b>Conversion Rate</b>	<b>Size</b>	<b>Cost per Additized Gallon</b>
CFI-1912/Arsenal Coldpro (Formerly 1400LFH)	1:1500	2.5 gal	0.0296
9000HE	1:3000	2.5 gal	0.0137
DRITEK	1:3000	2.5 gal	0.0164
Arsenal Coldpro/WinterFlow 12/32	1 bottle to 250 gal	Case (12 32oz-bottles)	0.0131
Arsenal First Aid/Red Alert 12/32	1 bottle to 250 gal	Case (12 32oz-bottles)	118.26
DRITEK 12/32	1 bottle to 250 gal	Case (12 32oz-bottles)	111.69
Arsenal Clean 365	1:1500	2.5 gal	137.97
Biocide	1:10000	4-1 gal	0.0225 or 255.00 per additive gallon

\*Treat rate dependent on problem

In the event the Contractor is supplying additives to an Authorized User, fuel testing to determine the required levels and effectiveness of the additive shall be provided at no cost. If the Contractor is not supplying the additives, Authorized Users may opt to purchase these testing services from the Contractor at a cost of \$100 to \$150 per test, depending on the testing requirement, plus an additional \$30 shipping fee. A quote shall be provided by the Contractor and agreed to in writing by the Authorized User prior to provision of the testing services.

**EMERGENCY PRICING:** In the event of demand spikes, regional or industry wide motor fuel shortages, urgent need, state declared emergencies, or catastrophe, which may be collectively referred to herein as an "Event," and when fuel is not available from the designated terminal, and upon the Contractor's demonstration to the Authorized User's satisfaction, as approved in writing, that the Event has had or will have a measurable impact on costs during the Event, the Contractor may charge the actual cost for the fuel plus the actual cost for freight plus a fixed mark up of \$.0250 per gallon until the Event has ended.

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**OTHER GOODS AND SERVICES:**

**Compliance and Monitoring:** \$60 per month per facility, which includes access to FuelNet reporting, systems diagnostics, polling and remote repair. Multiple tanks at the same facility do not incur any additional monthly cost.

**Environmental Inspections and Testing:** Refer to Table 6 below for the costs incurred for Contractor Call Out, Labor and other Fees for pressure tests, helium tests, and other specialized testing.

**Table 6  
Testing and Other Fuel Site Repair and  
Maintenance Services\***

	<b>Rate</b>	<b>Unit</b>
<b>Tank, Line and Leak Detector Testing:</b>		
Precision Tank Test Only	\$315	Tank
Precision Tank - Line - Line Detector Tests - Mechanical LD's	\$341	Tank
Precision Tank - Line - Line Detector Tests - Electronic LD's	\$352	Tank
Precision Interstice Testing - Tank	\$137	Tank
<i>Site Minimum Tank Test (single tank - items listed above)</i>	\$473	Site
Line Tightness test without LD	\$79	Line
Line Tightness test including Mechanical Leak detector test	\$100	Line
Line Tightness test including Electronic Leak detector test	\$105	Line
Mechanical Leak Detector	\$69	Leak Detector
Electronic Leak Detector	\$79	Leak Detector
Precision Interstice Testing -Line	\$111	Line
Continuity Testing	\$79	Site
Impact Valves w/o Line Test	\$50	Site
<i>Site Minimum (Line and/or LD tests - items listed above)</i>	\$263	Site
<b>Stage I &amp; II Vapor Recovery Testing:</b>		
Pressure Decay Test TP-201.3 (Stage I or Stage II)	\$315	Site
Liquid Blockage / Dynamic Back Pressure Test TP-201.4	\$315	Site
Vapor (Air) to Liquid Tests TP-201.5	\$342	Site
Pressure Decay - Dynamic Back Pressure and/or Wet Blockage	\$473	Site
Pressure Decay - Vapor (Air) to Liquid Tests	\$473	Site
Pressure Decay - Dynamic Back Pressure and/or Wet Blockage - Vapor (Air) to Liquid	\$552	Site
Six - Click test (26-F-1)	\$11	Nozzle
Liquid Removal - long format	\$42	Hose
Liquid Removal - short format	\$263	Site
Static torque Test TP-201.1B	\$27	Adapter
Drop Tube Leak Rate TP-201.1C	\$73	Drop Tube
Pressure/vacuum vent cap test TP-201.1E	\$58	PV Cap
Stage I Survey	\$53	Site
<i>Site Minimum (Stage I or II tests - items listed above)</i>	\$263	Site
Stage II training – Video	\$90	Video Tape
Stage II training	\$48	Workbook&exam
<b>Healy System Tests</b>		
Full System Test	\$945	Site

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Clean Air Separator VR-201-A	\$420	Site
Healy vapor return line	\$300	Site
Healy nozzle test	\$35	Nozzle
Flow Rate	\$25	Nozzle
Bag Test VR-201-A	\$11	Nozzle
Line Integrity VR-201-A	\$37	Dispenser
Volume to Liquid VR-201-A	\$609	Site
Healy Veeder Root A/L sensor test	\$237	Site
<i>Site Minimum (Healy systems - items listed above)</i>	\$263	Site
<b>VST System Tests</b>		
Full System Test	\$1,050	Site
Canister Test	\$599	Site
Nozzle Bag Test	\$90	Site
Vapor Pressure Sensor Verification	\$42	Each
VST Processor Activation Test	\$226	Site
Hydrocarbon Sensor Verification Test (incl. VST test kit)	\$200	Site
ISD Operability Test - Veeder Root (flow meter operability test)	\$221	Site
<i>Site Minimum (VST Systems - items listed above)</i>	\$263	Site
<b>Monitoring System Certification (ATG certification)</b>		
Monitor certification (standalone)	\$394	Site
Monitor certification (with other services)	\$342	Site
One time V/R ATG Operational Setup per client's specs	\$58	Per ATG
E-Stop Functionality Test	\$27	Site
<i>Site Minimum (Monitor / E-Stop - items listed above)</i>	\$263	Site
<b>Cathodic Protection Inspection/Certification:</b>		
Cathodic Protection Certification - Impressed Current	\$420	Site
Cathodic Protection Certification - Sacrificial system	\$342	Site
Cathodic Protection Certification - 30 or 60 Day Cycle - Site Visit	\$237	Cycle
<b>Design Survey (current requirement, resistivity, pH, Stray current)</b>		
New System NACE Engineer Design	\$709	Site
Repair NACE Engineer Design	\$709	Site
<b>PetroScope Internal Inspection (owner preparation applies)</b>		
Internally Line Tanks	\$945	Tank
For CP repair or upgrade with Design Survey	\$945	Tank
For CP repair or upgrade W/O Design Survey	\$945	Tank
For trouble-shooting or other Non-Engineer review purpose	\$945	Tank
<i>Site Minimum (Petroscope - items listed above)</i>	\$1,050	Site
<b>Helium Detection</b>		
Mobilization and 1st Hour	\$420	Site
Additional per Hour	\$90	Hour
<b>Sump, UDC and Spill Bucket Testing</b>		
Visual sump inspections	\$50	Site
Hydrostatic or vacuum - price per tank sump	\$210	Sump
Hydrostatic or vacuum - price per dispenser UDC	\$210	UDC
Spill Bucket Testing	\$95	Bucket
Sump / UDC Cleaning	\$95	Sump / UDC
<i>Site Minimum Spill Bucket Testing</i>	\$263	Site
<i>Site Minimum Sump Services</i>	\$420	Site
<b>Inspection Services</b>		
Overfill inspection/survey	\$30	Per Service
First Group Inspection	\$158	Site
<i>Mansfield Oil Site Inspection Survey with other services</i>	\$158	Site

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<i>Tanknology 7 page site survey with other services</i>	\$210	Site
<i>Site Minimum (Inspection Services - Items listed above) (Excluding Monday inspections)</i>	\$368	Site

\* A consumables fee of \$7.60 will be additionally charged for all services performed

**Fuel Site Repair and Maintenance:** The Contractor shall be allowed to charge a \$250 onetime fee account set up and recording fuel equipment on site. Site Repair and Maintenance Services shall be provided at the rate of \$72.50 per hour and the Contractor may include an additional travel charge not to exceed \$160.00 per site visit. The available parts and prices are described in **Appendix D, Listing of Available Parts**, which is included as a separate attachment.

Adjustments to the Listing of Available Parts, in order to add or remove parts and to adjust the price, may be allowed within 30 days of January 1 and July 1 of each calendar year. The Contractor shall demonstrate to OFMS' satisfaction that the addition or removal of any particular part is based on Authorized User(s) needs or lack thereof. Adjustments in pricing will be allowed pursuant to Section 6, entitled Price Escalation- De-Escalation, of the Contract.

The Contractor shall also be allowed to charge a fee, based on the sliding scale in Table 7 below, for providing the Fuel Site Repair and Maintenance Services.

**Table 7  
Fees Associated with Fuel Site Repair and  
Maintenance**

<b>Invoiced Cost for Repair and Maintenance Work</b>	<b>Contractor's Fee</b>	<b>Call Out Fee</b>
\$0 - \$500	\$75	\$25
\$501 - \$1000	\$112	\$25
\$1001 - \$1500	\$185	\$25
\$1501 - \$2500	\$300	\$25
\$2501 - \$5000	\$525	\$25

For repair and maintenance exceeding \$5,000, the Contractor's Fee and Call Out Fee will be quoted.

Authorized Users may opt to include an annual preventative maintenance visit if they have an account set up for the fuel site repair and maintenance program. The cost for the preventative maintenance shall be quoted by the Contractor and shall be between \$250 and \$400 per location depending on the level of inspection required and the distance that must be traveled to the Authorized User's location.

A quote shall be provided by the Contractor and agreed to in writing by the Authorized User prior to delivery of any Products or Services

**Training:** Corporate Managers Environmental Training, Employee Environmental Training, and Spill Response Training shall be provided at the Contractor's cost for such training events, to include travel, food, accommodations, supplies, rentals, and training facilities costs which shall be negotiated and agreed to by both parties prior to any training event. All travel expenses

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shall be reimbursed at the rates provided for in the Virginia Department of Account's CAPP Manual, section 20335, or less.

**Card Reader Purchase, Install and Operations:** The base price for the purchase, installation and startup of a Fuelmaster 2500 fuel controller is described below. The base price takes into consideration that the an existing fuel controller will be removed and left on site and that there are existing electrical wiring, communication cables and dispenser pulsers at the location in good working repair and in compliance with current code requirements and industry standards. The Contractor shall provide a written quote to the Authorized User pursuant to their site visit which the Authorized User must approve in writing prior to the purchase of the Products and Services. The Contractor may add actual expenses for travel to the Authorized User's location for installation, which must be also be included in the quote. All such travel expenses shall be reimbursed at the rates provided for in the Virginia Department of Account's CAPP Manual, section 20335, or less.

**Table 8  
Prices for Card Reader Purchase, Install and Operations**

Item	Price
Fuelmaster Fuel Controller	\$7,401
Communication Device*	\$190
Installation (per unit)	\$2,500
Pulser	\$325
Hose Kit	\$175
Warranty Year 1	\$0
Warranty Year 2	\$625
Warranty Additional Years	\$1,095
Freight	\$200

\*Communication Device prices may be subject to change depending on the Authorized User's preferred method of communication (i.e. land line, http, cellular, or otherwise).

Discounted pricing should be quoted by the Contractor to Authorized User(s) making volume purchases.

**Inventory Management Equipment:** Automatic tank gauges for above ground storage tanks may be installed at the Contractor's cost upon the advance written approval of the Authorized User. Standard installation shall be \$450 for the equipment plus \$150 for installation. Any additional cost for a non-standard installation shall be quoted by the Contractor and approved by the Authorized User prior to delivery of the Products and Services.

**Diesel Exhaust Fluid:** The price for diesel exhaust fluid shall be based on the month over month change as listed in the NOLA index under the average price for Urea as published in the Bloomberg Green Markets Report. The Per Gallon Cost of Urea shall be calculated as follows:

$$\frac{\text{Monthly Average Urea Price per Short Ton}}{677 \text{ Gallons per Short Ton}} = \text{Per Gallon Cost of Urea}$$

Price changes shall be reflected in a per gallon amount and shall be effective on the first day of the month following the NOLA index publishing. Prior to the effective date of any price change,

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the Contractor shall submit in writing to OFMS a copy of Bloomberg Green Markets Report with the NOLA index average price for Urea and the calculation demonstrating the current Per Gallon Cost of Urea and any upward or downward adjustments thereto. This methodology shall be used for price adjustments for both bulk and packaged DEF products.

**Table 9: Market Differential Charge per Gallon for Bulk DEF**

District	Market Differential
Culpeper - Charlottesville UVA	1.5932
Culpeper - All Other Cities and Counties	1.5532
Fredericksburg - Fredericksburg, Spotsylvania, Stafford	1.5532
Fredericksburg - All Other Cities and Counties	1.5932
Northern Virginia - Alexandria, Arlington	1.5532
Northern Virginia - Fairfax, Loudon	1.5532
Northern Virginia - All Other Cities and Counties	1.5532
Richmond - Dinwiddie, Hopewell, Petersburg, Prince George	1.5532
Richmond - Chesterfield, Colonial Heights, Henrico, Richmond	1.5532
Richmond - All Other Cities and Counties	1.5932
Staunton	1.5932
Bristol	1.5932
Hampton Roads - Chesapeake, Norfolk, Portsmouth, Virginia Beach	1.5932
Hampton Roads - Hampton, Newport News, York County	1.5932
Hampton Roads- Eastern Shore, all cities and counties therein	1.5932
Hampton Roads - All other cities and counties	1.5932
Lynchburg	1.5932
Salem	1.5932

\*Minimum order is 250 gallons per month

**Table 10: Market Differential for DEF by Pack Size**

DEF Product	Price per Gallon	Pack Total Price
72 x 2.5-gallon jugs (180 gallons per pallet)	\$3.4800	\$626.40
4 x 55-gallon drums (220 gallons per pallet)	\$3.0100	\$662.20
1 x 330-gallon tote (tote included)	\$3.4500	\$1,138.50

The above DEF prices shall include freight; however, deliveries shall be subject to the following requirements:

- For bulk DEF deliveries, Authorized Users must have a minimum of 330 gallons storage capacity.
- Bulk DEF deliveries below 250 gallons are subject to delivery surcharges.
- Packaged DEF deliveries that are less than a full pallet may not be accepted or are subject to delivery surcharges.
- Demurrage charges of \$75.00 per hour apply after the first hour on site

**Terminal Access:** Bulk motor fuel product picked up at the terminal by the Authorized User in their vehicle shall be invoiced by the Contractor at the prices listed above in Table 2, entitled Market Differential Charge per Gallon for Transport Truck Deliveries.

**Consulting Services:** A quote shall be provided to and approved in writing by an Authorized

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User prior to the delivery of any consulting services. The cost shall be \$125 per hour plus actual travel costs, if required. All travel expenses shall be reimbursed at the rates provided for in the Virginia Department of Account's CAPP Manual, section 20335, or less.

**INCENTIVES:** For volumes exceeding 500,000 gallons per month, a rebate of \$0.0020 per gallon shall apply. For volumes exceeding 750,000 gallons per month, a rebate of \$0.0030 per gallon shall apply.

The check shall be made payable to the Treasurer, Commonwealth of Virginia and mailed to:

**Treasurer, Commonwealth of Virginia  
DGS Fiscal Services  
P.O. Box 562  
Richmond, Virginia 23218**

OR

**Treasurer, Commonwealth of Virginia,  
DGS Attn: Bryan Chamberlain  
1111 E. Broad Street, 6<sup>th</sup> Floor  
Richmond VA 23219**

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IFB #1180960

IFB # 1180960	<b>MONTGOMERY COUNTY, MARYLAND COOPERATIVE PURCHASE OF ROAD DEICING SALT SOLICITATION, BID AND AWARD SHEET</b>	Bidder must electronically submit their bid through <a href="http://www.bidnetdirect.com/marvland/montgomerycounty">www.bidnetdirect.com/marvland/montgomerycounty</a>
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**PART I: SOLICITATION (Invitation for Bids ("IFB"))**

ELECTRONIC BIDS SUBMITTED 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 09/26/2025**. BIDS WILL BE PUBLICLY OPENED AT THE DATE AND TIME STATED. **Join the meeting now** Meeting ID: 295 759 785 032 7 Passcode: VF7VY284 Dial in by phone (audio only) +1 443-692-5763, Phone conference ID: 374 941 974#

**BIDS RECEIVED AFTER THE DATE AND TIME SPECIFIED WILL NOT BE CONSIDERED AND WILL BE DENIED BY THE BIDNET APPLICATION.** 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 1 FB.77.01.06; See Procurement Regulations at: [www.montgomerycountymd.gov/PRO/Laws.html](http://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 "t/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 West Lake Street, Suite 2900, Chicago, IL 60606	TOLL FREE NO.:	
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:	bids@mortonsalt.com		

ACKNOWLEDGEMENT OF AMENDMENTS	
The bidder acknowledges receipt of amendments to the solicitation for offers and related documents numbered and dated as follows:	
Amendment No./Date	Amendment No./Date

Anthony T. Patton, Director Bulk Deicing US Government Sales	
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (TYPE OR PRINT):	
	9-23-25
SIGNATURE OF ABOVE PERSON:	DATE:

**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

THIS FORM HAS BEEN APPROVED AS TO FORM AND LEGALITY BY THE OFFICE OF THE COUNTY ATTORNEY

IFB #1180960

**QUOTATION SHEET****Cooperative Purchase of Road Deicing Salt**

Recommendation of awards will be made by Zone. Montgomery County recommend will awards and execute contracts for Zone 001 only. Jurisdictions within all other Zones will be responsible for awarding and executing contract(s) with the respective bidders based on the aggregate amount of the unit prices extended by the quantities set forth on the Quotation Sheet for each Zone. Bidders are not required to bid on all Zones; however, all items in the Bidders chosen Zone(s) must be bid upon, or the bid for that Zone will be declared non-responsive. See page A, SECTION A, Provision 3 (E), Method of Award.

See contact list on pages 16-24 for each agency for invoicing and agency specific queries.

**ZONE** is defined as the following:

**Zone 001 – Suburban Maryland, including the following jurisdictions:**

\*Montgomery County Govt., MD  
 \*Montgomery College, MD  
 Montgomery County Public Schools, MD  
 Prince George's County, MD  
 City of Bowie, MD  
 City of College Park, MD  
 City of Frederick, MD  
 City of Gaithersburg, MD  
 City of Greenbelt, MD  
 City of Rockville, MD  
 Anne Arundel County Public Schools

**Zone 002 – Suburban Virginia, including the following jurisdictions:**

Arlington County, VA  
 Prince William County Public Schools, VA  
 City of Falls Church, VA  
 Town of Herndon, VA  
 Town of Leesburg, VA  
 City of Manassas, VA  
 Town of Vienna, VA

**Zone 003 – Suburban Washington DC, including the following jurisdictions:**

Washington Metropolitan Area Transit Authority  
 District of Columbia Department of Public Works

**Zone 004 – Southern Maryland, including the following jurisdictions:**

Charles County, MD  
 Charles County Public Schools, MD

\* The estimated road deicing salt annual quantities for Montgomery County, MD are inclusive of both Montgomery County Govt., MD and Montgomery College in Montgomery County, MD.

## CONTRACT & ACKNOWLEDGEMENT OF ACCEPTANCE

THIS AGREEMENT made and entered into on the 31<sup>st</sup> day of October 2025, by and between  
*Morton Salt, Inc.*, having a usual place of business at *444 W Lake St, Suite 3000, Chicago, IL 60606*, and  
 the Town of Vienna, Virginia, ("Town").

WITNESSETH:

THAT the first party for the consideration hereinafter fully set out, hereby agrees with the second party as follows:

1. Scope of Work -- The Contractor shall provide and deliver road deicing salt, as the Primary Contractor, per the terms and specifications of Montgomery County Contract #1180960,
2. Cooperative Procurement -- This contract incorporates Montgomery County Maryland's IFB #1180960, Cooperative Purchase of Road Deicing Salt, issued on August 21, 2025, for Zone 2 deliveries. This IFB was conducted by Montgomery County on behalf of the Metropolitan Washington Council of Governments (COG) of which the Town is a member. The Town is named on the IFB under Zone 2.
3. Term of Contract and Renewal Options -- The term of this contract with the Town of Vienna shall be for an initial term of November 3, 2025, through November 2, 2026.
4. The contractor may request a price adjustment no more frequently than once per year. The renewal of the contract shall depend on the Contractor's performance and the ability to follow instructions of this solicitation. Should the contract be renewed, the prices for the renewal contract shall be no greater than the percentage change of the CPI-U for the Washington-Arlington-Alexandria, DC-VA-MD-WV area, as listed for the most recent twelve (12) month period on the U.S. Department of Labor's Bureau of Labor Statistics website:  
[http://www.bls.gov/eag/eag\\_dc\\_washington\\_md.htm#eag\\_dc\\_washington\\_md.f.4](http://www.bls.gov/eag/eag_dc_washington_md.htm#eag_dc_washington_md.f.4)
5. Invoicing -- all invoices shall be sent to:  
 Town of Vienna, VA

Attn: Accounts Payable  
127 Center Street S  
Vienna, VA 22180  
ap@viennava.gov

6. Prices and Delivery --

Delivery Location:

Town of Vienna (1,000 tons)  
c/o Jonathan Wooden  
(703) 319-8604  
600 Mill Street NE, Vienna, VA

Price

Zone 2 Road Deicing Salt \$83.39/ton delivered

IN WITNESS WHEREOF: the parties hereto have executed this Agreement by their duly authorized officials.

The Town of Vienna, VA

Morton Salt, Inc.

Gerald W. Amacker  
Signature

Anthony T. Patton  
Signature

Gerald W. Amacker  
Printed Name

Anthony T. Patton  
Printed Name

Procurement Officer  
Title

Director Bulk Deicing US Government Sales  
Title

11-6-25  
Date

11/6/2025  
Date

IFB #1180960

## QUOTATION SHEET (continued)

Contract(s) will be recommended for award by ZONE to the lowest and second lowest responsive bid(s) submitted by a responsible bidder(s) as determined by the Director, Office of Procurement. If there are any discrepancies in the arithmetic calculations, the unit price will prevail and the County reserves the right to recalculate the extended price and the total aggregate price.

Zone	Item	Description	Tons	X	Unit Price	=	Extended Price
001	A	Rock Salt – 10 Ton Min. Pick Up by Ordering Department or Agency Pick Up Location: Baltimore, MD	10,000	X	\$ 78.00 /ton	=	\$ 780,000.00
001	B	Rock Salt – (FOB) Delivered to Locations as Specified on Pages 16-19	120,700	X	\$ 79.35 /ton	=	\$ 9,577,545.00
<b>Total Aggregate Price (Extended Price A+B) For Zone 001</b>							\$ 10,357,545.00

Zone	Item	Description	Tons	X	Unit Price	=	Extended Price
002	A	Rock Salt – 10 Ton Min. Pick Up by Ordering Department or Agency Pick Up Location: Baltimore, MD	1,000	X	\$ 78.00 /ton	=	\$ 78,000.00
002	B	Rock Salt – (FOB) Delivered to Locations as Specified on Pages 20-22	19,200	X	\$ 83.39 /ton	=	\$ 1,601,088.00
<b>Total Aggregate Price (Extended Price A+B) For Zone 002</b>							\$ 1,679,088.00

Zone	Item	Description	Tons	X	Unit Price	=	Extended Price
003	A	Rock Salt – 10 Ton Min. Pick Up by Ordering Department or Agency Pick Up Location:	40,000	X	\$ No Bid /ton	=	\$ No Bid
003	B	Rock Salt – (FOB) Delivered to Locations as Specified on Page 23	41,760	X	\$ No Bid /ton	=	\$ No Bid
<b>Total Aggregate Price (Extended Price A+B) For Zone 003</b>							\$

Zone	Item	Description	Tons	X	Unit Price	=	Extended Price
004	A	Rock Salt – 10 Ton Min. Pick Up by Ordering Department or Agency Pick Up Location: Baltimore, MD	1,000	X	\$ 78.00 /ton	=	\$ 78,000.00
004	B	Rock Salt – (FOB) Delivered to Locations as Specified on Page 24	11,262	X	\$ 81.82 /ton	=	\$ 921,456.84
<b>Total Aggregate Price (Extended Price A+B) For Zone 004</b>							\$ 999,456.84

**Region 14 Education Service Center (ESC)**

**Contract # 159592**

*for*

Waterworks Materials, Services, Operations  
and Related Solutions

*with*

**Vortex Services, LLC**

Effective: September 10, 2025

**VI. SIGNATURE FORM**

A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective supplier must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process. A contract award letter issued by Region 14 ESC is the counter-signature document establishing acceptance of the contract.

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless conspicuously noted by the supplier following the requirements of Deviations and Exceptions section in the Instructions to Suppliers. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this response in collusion with any other supplier and that the contents of this proposal as to prices, terms or conditions of this response have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed for **120 days**.

**Vortex Services, LLC**

Company Name

**18150 Imperial Valley Drive**

Address

**Houston**

City

**TX**

State

**77060**

Zip

**713-750-9081**

Telephone Number

**1-833-247-7943**

Fax Number

**bjkerstiens@vortexcompanies.com**

Email Address

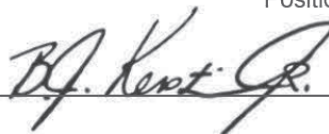
**BJ Kerstiens**

Printed Name

**Sr VP - Services**

Position

Authorized Signature





## Region XIV Education Service Center

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

September 8, 2025

BJ Kerstiens, Sr.  
VP-Services  
Vortex Services, LLC  
18150 Imperial Valley Drive  
Houston, TX 77060  
Sent via email to: [bjkerstiens@vortexcompanies.com](mailto:bjkerstiens@vortexcompanies.com)

Re: Award of Contract #159592, Waterworks Materials, Services, Operations and Related Solutions

Dear Mr. Kerstiens:

Region 14 Education Service Center is happy to announce that Vortex Services, LLC has been awarded Contract #159592 based on the proposal submitted to Region 14 ESC in response to RFP 25-S942, Waterworks Materials, Services, Operations and Related Solutions. As stated in the RFP, Article VI. Signature Form, this contract award letter is the countersignature to Vortex Services, LLC's response and provides Region 14's acceptance of the response and establishes the contract.

The contract is effective September 10, 2025. The contract may be renewed in accordance with the contract terms and conditions.

We look forward to a long and successful partnership.

If you have any questions or concerns, feel free to contact me at (325) 675-8600.

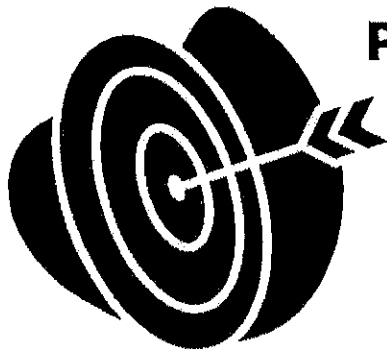
Sincerely,

Signed by:

Handwritten signature of Emily Jeffrey in black ink.

4FE64E70707547B...

Emily Jeffrey  
Region 14, Chief Financial Officer



**PINPOINT UNDERGROUND LLC**  
**On Point All the Time**

May 12, 2021

Mayor and Council  
City of Rockville  
111 Maryland Avenue  
Rockville, MD 20850

RE: IFB # 16-21

We are pleased to submit a Bid to the City of Rockville for Utility Locating Services throughout the City of Rockville's limits.

Pinpoint Underground is currently locating for WSSC, City of Rockville, City of Bowie, Arlington County, Town of Vienna and City of Falls Church. We have the necessary equipment and manpower that will allow us to effectively accommodate this contract and to begin immediately if needed.

We are confident that you will find our Bid to be competitively priced and our expertise in the water and sewer protection industry unsurpassed.

Pinpoint Underground appreciates the opportunity to submit our Bid to the City of Rockville and we look forward to working with you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Casandra Johnson', written over a white background.

Casandra Johnson  
Owner, Pinpoint Underground LLC

City of Rockville  
IFB 16-21

Submittal Checklist and Signature

This page must be completed and submitted with your bid. Failure to submit this page shall deem your bid non-responsive.

- ✓ Responses shall be submitted electronically via the City's designated bid receipt software solution no later than the due date and time as shown in this solicitation.  
<http://www.rockvillemd.gov/bids.aspx>
- Yes Did an authorized company representative sign the bottom portion of this of this page?
- Yes Did an authorized representative sign the Affidavit form?
- Yes Did you complete the Bidder reference form in Attachment B?
- NA Did you complete the Subcontractor reference form in Attachment C?
- Yes Did you complete the W-9 form? This form can be downloaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.
- Yes If you are an entity (limited liability partnerships, corporations, limited partnerships, limited liability companies, limited liability limited partnerships, business trusts, real estate investment trust and trade name filings), is the legal name of your company listed with the State of Maryland Department of Assessments and Taxation and in good standing? You may check by going to <http://sdat.resjusa.org/UCC-Charter/Pages/CharterSearch/default.aspx>
- Yes Did you check the City's website for any addenda and include a signed copy of each with your response?

**Note: The City will no longer generate check payments to awarded vendors. Electronic payments will only be issued. If your company is selected, you shall be required to complete and submit an ACH application prior to award of a contract/purchase order. The ACH application can be downloaded from <http://www.rockvillemd.gov/DocumentCenter/View/429>**

PAYMENT TERMS: NET 30	DELIVERY: <u>Immediately</u> DAYS AFTER RECEIPT OF ORDER
PROMPT PAYMENT DISCOUNT: <u>3</u> % FOR PAYMENT WITHIN <u>20</u> DAYS	
COMPANY LEGAL NAME: <u>Pinpoint Underground LLC</u>	
ADDRESS: <u>6231 Crain Hwy Upper Marlboro MD 20772</u>	
SUBMITTED BY: <u>Candice Johnson</u>	DATE
<u>Carsondra Johnson</u>	
TELEPHONE# <u>301-672-8526</u>	FAX# <u>301-818-6406</u>
<i>For informational purposes only - Is your company certified as a Minority, Female, or Disabled (MFD) business:</i>	
Yes _____ No _____ I choose not to respond _____	
E-MAIL ADDRESS: <u>cj@pinpointunderground.com</u>	FEDERAL ID#/OR SS# <u>05-1296726</u>



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*

Regina Washington  
City of Rockville-Senior Buyer  
Procurement Department  
[rwashington@rockvillemd.gov](mailto:rwashington@rockvillemd.gov)