

TOWN RIDEABLE CONTRACT EXTENSIONS & APPROVAL OF FY 24/25 FUNDING**CONSENT AGENDA CONTRACT ATTACHMENTS**

Vendor	Expiration Date	Pages
Capital Building Services	08/31/2024	2 - 4
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Capital Building Services



County of Fairfax, Virginia

NOTICE OF AWARD

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

CONTRACT TITLE: Custodial Services for Merrifield Center and Other Buildings

SOLICITATION NUMBER: RFP 2000003507

CONTRACT NUMBER: **4400011439**

NIGP CODE: 91039

CONTRACT PERIOD: September 1, 2022 through August 31, 2024

RENEWALS: Three (3) one-year renewal options

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

SUPPLIER CODE:
1000011766

Contact: William Nguyen
Telephone: 703-241-8900
Email: William_capital@hotmail.com

TERMS: Net 30 days

PRICES: See Attached Pricing Schedule

DPMM CONTACT: Nicole Cifci, CPPB, VCA, Contract Specialist II
Telephone: 703-324-2854
E-mail: Nicole.Cifci@FairfaxCounty.gov

ORDERING INSTRUCTIONS:

Any County Department may enter into FOCUS a shopping cart indicating the service required. The shopping cart must be annotated with the contract number. Requests exceeding the small purchase threshold (\$10k) will be routed to DPMM and a purchase order will be executed.

DocuSigned by:
Nicole Cifci
C42AFD859238483...

Nicole Cifci, CPPB, VCA
Contract Specialist II

DISTRIBUTION:

Dept. of Finance – Accounts Payable/e
Facilities Management Dept. – Gonzalo Cebas/e
Facilities Management Dept. – Shane Flanigan/e

Contract Specialist – Nicole Cifci
Assistant Contract Specialist, Team 2
DPMM – Supplier Diversity/e

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

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

Thursday, September 14th, 2023

Ferguson Enterprises, LLC dba Ferguson Waterworks
ATTN: Zeb Wright
2650 S Pipeline Rd
Eules, TX 76041

Re: Annual Renewal of NCPA contract #02-104

Dear Zeb:

Region XIV Education Service Center is happy to announce that Ferguson Enterprises, LLC dba Ferguson Waterworks has been awarded an annual contract renewal for Water Metering, Monitoring, Devices and Related Services based on the proposal submitted to Region XIV ESC.

The contract will expire on December 31st, 2024, completing the fourth year of a possible five-year term. If your company is not in agreement, please contact me immediately.

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

Sincerely,

DocuSigned by:
Shane Fields
8998FD6E54EE4F7...

Shane Fields
Region XIV, Executive Director

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.



Mansfield Oil Company

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, 2025
CONTRACT TYPE	Mandatory Statewide
RENEWAL(S) REMAINING	1 One-Year Renewals 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: dluther@mansfieldoil.com
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	February 7, 2024 Update Order Instructions and Lines

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

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:

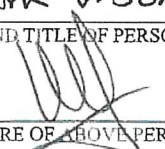
1. The "General Conditions of Contract between County and Contractor", and the "Special Terms and Conditions" shown in Sections B and C of this document.
2. The "Instructions, Conditions and Notices" shown in Section A of this IFB.
3. The specifications/scope of work shown in Section D of this document.
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 "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: <u>Commodities USA Inc.</u>		TELEPHONE NO.: <u>703-991-8709</u>
ADDRESS: <u>10860 Spring Knoll Drive, Potomac, MD 20854</u>		TOLL FREE NO.: <u>1-800-600-9608</u>
REMITTANCE ADDRESS: (If Remittance Address is Different from Above Address)		FAX NO.:
BIDDER'S E-MAIL ADDRESS: <u>tinta@commoditiesusa.net</u>		
ACKNOWLEDGEMENT OF AMENDMENTS The bidder acknowledges receipt of amendments to the solicitation for offers and related documents numbered and dated as follows:		NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (TYPE OR PRINT): <u>Mark V. Soreni - President</u> SIGNATURE OF ABOVE PERSON:  DATE: <u>10/19/2021</u>
Amendment No./Date	Amendment No./Date	
<u>Amendment #1 - 10/11/21</u>		

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

Morton Salt



OFFICE OF PROCUREMENT

Marc Elrich
County Executive

Avinash G. Shetty
Director

November 28, 2023

Anthony T. Patton, Director
Morton Salt, Inc.
444 W. Lake Street, Suite 3000
Chicago, IL 60606

Re: Contract Renewal
Modification # 2
Contract No.: 1134601

According to the provision entitled "Contract Term" of the above cited contract, this letter constitutes notice of renewal of the contract to cover the **12-month** performance period beginning the day immediately following the current expiration date of 12/13/23. [REDACTED]

You are obliged to keep on file with this office a current original Certificate of Insurance. The existing Certificate shows an expiration date of 4/30/24. The Certificate must:

1. List Montgomery County, Maryland as an additional insured under liability policies.
2. Provide notice to the Certificate Holder of cancellation or change in any materials in accordance with policy provisions.
3. Show Montgomery County, Maryland as the Certificate Holder.

For additional information please contact the Office of Procurement at (240) 777-9900.

FOR MONTGOMERY COUNTY, MARYLAND

for

Nov 28, 2023

Avinash G. Shetty, Director
Office of Procurement

Date

cc: Richard Dorsey
Jing Chen

Eastern Salt

Eastern Salt Company, Inc.
134 Middle Street, #210
Lowell, MA 01852

Contract No. 1137767
Amendment No. 2

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

Background

1. The parties entered into Contract No. 1137767 on 12/14/2021.
2. The term of the present contract ends on 12/13/2023.
3. The purpose of the contract is to purchase road deicing salt cooperatively.
4. The contract authorizes a renewal of the contract term and a price adjustment.
5. The purpose of this amendment is to renew the contract term and adjust prices as provided for under the contract.

Changes

1. The contract term is renewed through 12/13/2024 as permitted by the contract.
2. A price adjustment, as expressly permitted under the terms of the contract, is allowed as follows: Effective 12/14/2023, all contract prices are increased by 3.20% 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.

CITY OF ALEXANDRIA, VA

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. 006		3. EFFECTIVE DATE November 27, 2023	4. REQUISITION/PURCHASE REQ. NO.	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 one (1) 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 1 copy to the issuing office.					
14. DESCRIPTION OF MODIFICATION:					
This Modification is to exercise the 3 rd option year, renewing the contract from December 1, 2024 ²⁰²³ <i>WB</i> until <u>November 30, 2024</u> . This modification also incorporates a 6.5% contract rate increase based on the August 2023 CPI-U, Washington-Arlington-Alexandria area.					
All other terms and conditions remain unchanged.					
15A. NAME AND TITLE OF SIGNER (type or print) John DeBell			16A. NAME AND TITLE OF CONTRACTNG OFFICER (Type or print) Wynndell Bishop, Purchasing Agent		
15B. CONTRACTOR <i>John DeBell</i> (Signature of person authorized to sign)		15C. DATE SIGNED 11/29/2023	16B. CITY OF ALEXANDRIA, VA BY <i>WB</i> (Signature of Contracting Officer)		16C. DATE SIGNED 12/21/23

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	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. 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.
S2	The following Contract Clause H-9 is hereby added: USE OF CONTRACT BY OTHER PUBLIC BODIES 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: 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. B. A Contractor may withdraw its authorization to extend its Contract to a public body. C. It is the Contractor’s responsibility to notify other public bodies of the availability of the Contract.



**WILLIAM & MARY
PROCUREMENT SERVICES**

COMMONWEALTH OF VIRGINIA

WILLIAM & MARY

NOTICE OF CONTRACT RENEWAL and MODIFICATION # 2

04/01/2021

C1567-17F

Temporary Employment Services - Savera Works

From: Sherrene Moore
Senior Sourcing Specialist

Contractor Name: Savera Works (S,W,M)
18275 Riviera Way Leesburg VA, 20176

Current Contract Period: 7/1/2021 through 6/30/2022

RENEWALS Remaining: 5 one term auto-renewal options through final year end date (6/30/2027)

In accordance with the "Renewal of Contract" provision within the special terms and conditions of the original contract, C1567-17F is hereby renewed for the aforementioned renewal period. This signed acknowledgment of renewal will become part of the contract documents which include the original solicitation, all addenda, the original bid/proposal, the standard contract/purchase order and any subsequent contract modifications.

MODIFICATION:

Relative to the general scope of the above referenced contract, William & Mary hereby modifies the contract as follows:

1. *Auto-renewal: Remaining contract terms will automatically renew through the final end of allowable term date, 6/30/2027, unless otherwise modified or terminated. Contractor may propose modifications, as allowed by the contract, on an annual basis, no less than 90 days prior to the date of each auto-renewal.*
2. *Savera Works 2021 contract is renewed at the current rate with price increase pending completion of negotiations. A contract modification will be issued to reflect new rate and the effective date.*

Parking: *Vendors/Contractors who are in marked company vehicles who need to be on campus for less than an hour at a time can park in loading docks and do not require parking passes. Vendors/Contractors requiring access to a parking space for more than an hour at a time are required to purchase parking credentials on a daily, monthly or annual basis.*

Please go to: http://www.wm.edu/offices/auxiliary/parkingandtransportation/parking/general_decal/index.php for current policies, exceptions and pricing.

Savera

women-owned, minority-owned) a comparison of the total actual dollars spent on this contract with the planned involvement of the firm and business class as specified in the proposal, and the actual percent of the total estimated contract value.

The Contractor agrees to furnish the purchasing office the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided.

C. CONTRACT PARTICIPATION:

It is the intent of this solicitation and resulting contract to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions, or the College's affiliated foundations may access any resulting contract if authorized by the contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor, the resultant contract may be extended to the entities indicated above to purchase at contract prices in accordance with contract terms. The Contractor will notify the College in writing of any such entities accessing the contract. No modification of this contract or execution of a separate contract is required to participate. The Contractor will provide semi-annual usage reports for all entities accessing the Contract. Participating entities shall place their own orders directly with the Contractor and shall fully and independently administer their use of the contract to include contractual disputes, invoicing and payments without direct administration from the College. The College shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that the College is not responsible for the acts or omissions of any entity, and will not be considered in default of the contract no matter the circumstances.

The selected Contractor(s) will notify the University in writing of such entities accessing the contract. The selected Contractor(s) will provide semi-annual usage reports for all entities accessing the contract.

Use of this contract does not preclude any participating entity from using other contracts or competitive processes as the need may be.

It is the University's intent to market this cooperative access to other institutions and state entities for cooperative use. Savera Works is encouraged to promote any resulting contract to other institutions and state entities as a vehicle that satisfies competitive requirements.

3. Financial Proposal

See Payment Schedule attached: Attachment 2

4. Invoicing

Savera Works shall submit one original invoice referencing the correct Contract number and purchase order number to the Bill To address stated on each purchase order released.

Payment will be made in accordance with the Commonwealth of Virginia Prompt Payment Act. All invoices shall show the contract number and/or purchase order number. Invoices for items or services ordered, delivered, and accepted shall be submitted by the Contractor to the address that appears on the College's assigned eVA purchase order. Before payment is made, the College also will verify that all invoiced charges are correct and identified as being a part of this contract. Only properly submitted invoices shall be officially received for payment. Such invoices should include the following:

- Contractor Name
- W-9 with Federal Tax Identification Number (initial invoice only)
- Remit to address
- Complete Service Description
- Prices per Contract

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. 12/03/2024
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