



County of Fairfax, Virginia

AMENDMENT

FEB 12 2018

AMENDMENT NO. 3

CONTRACT TITLE: Recycling Processing for Paper, Cardboard, and Single Stream

CONTRACTOR
American Recycling
10220 Residency Road
Manassas, VA 20110

SUPPLIER CODE
1000031890

CONTRACT NO.
4400006733

By mutual agreement, contract 4400006733 is amended as follows:

1. To renew for an additional two years through March 31, 2020.
2. To expand the description on Item No. 8 on the Memorandum of Negotiations as follows:

The 200 hours of outreach support can consist of equivalency dollars at the rate of 200 hours equals \$20,000.00 or \$100.00 per hour. American Recycling Center will spend the funds to buy educational materials, giveaways, or other items that enhance recycling countywide and provide them to the County recycling staff, if requested.

ACCEPTANCE:

BY:

(Signature)

(Title)

(Printed)

(Date)

All other prices, terms, and conditions remain the same.

for Patricia Innocenti
Cathy A. Muse, CPPO
Director/County Purchasing Agent
DISTRIBUTION

Department of Finance -- Accounts Payable/e
Solid Waste Management Program -- Linda Boone/e
Assistant Contract Specialist, Team 2

Contractor -- jfoy@adsimail.com
Contract Specialist -- Cindy Joy

Department of Procurement and Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013
Website: www.fairfaxcounty.gov/dpm
Phone (703) 324-3201, TTY: 711, Fax: (703) 324-3681



County of Fairfax, Virginia

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

APR 08 2016

American Recycling Center
10220 Residency Road
Manassas, VA 20110

Attention: Kevin Edwards

Reference: RFP 2000001762, Recycling Processing for Paper, Cardboard, and Single Stream Materials

Dear Mr. Edwards:

Acceptance Agreement

Contract Number: 4400006733

This Acceptance Agreement signifies a contract award to American Recycling Center for the referenced RFP. The period of the contract is from the Date of Award through March 31, 2018, with two (2) additional two-year renewal options.

The contract award shall be in accordance with:

- 1) This Acceptance Agreement; and
- 2) The attached Memorandum of Negotiations.

Please note that this is an order to proceed. Either an authorized individual will contact the contractor or a Purchase Order, which constitutes your notice to proceed, will be issued to your firm. Please provide your Insurance Certificate according to Special Provisions, Section 17, within 10 days after receipt of this letter. All questions in regards to this contract shall be directed to the Contract Specialist, Yong Kim at 703-324-3217 or via e-mail at yong.kim@fairfaxcounty.gov.

Sincerely,

Cathy A. Muse, CPPO
Director/County Purchasing Agent

Department of Purchasing & Supply Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013
Website: www.fairfaxcounty.gov/dpsm
Phone 703-324-3201, TTY: 711, Fax: 703-324-3228



County of Fairfax, Virginia

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

MEMORANDUM OF NEGOTIATION RFP 2000001762

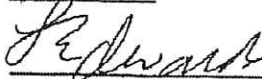
The County of Fairfax (hereinafter called the County) and American Recycling Center (hereinafter called the Contractor) hereby agree to the following in the execution of Contract 4400006733. The final contract contains the following items:

- a. County's Request for Proposal RFP 2000001762 and all Addenda;
- b. Contractor's Technical and Business proposal dated December 2, 2015;
- c. Cover sheet (DPSM32) and Appendix B;
- d. The Memorandum of Negotiations;
- e. Fairfax County request for negotiations letter dated February 29, 2016;
- f. Contractor's response to Fairfax County request for negotiations letter dated March 08, 2016.

In addition, the County and the Contractor agreed to the following:

1. Single Stream Collection with Glass is changed to a Processing Fee of \$69 per ton and a 95% revenue share.
2. Single Stream Collection without Glass is changed to a Processing Fee of \$57.50 per ton and a 90% revenue share.
3. The back up to Jim Langemeier is John Foy, e-mail: jfoy@adsimail.com, cell phone # 571-436-2261.
4. Will extend the Contract to the following public bodies: City of Fairfax, Falls Church, Herndon, and the Town of Vienna, but must be the primary service provider.
5. Willing to modify the contract terms later, to offer different terms and processing paths for glass.
6. Provide a very short turnaround times for transfer trailers – typically 18 minutes or less.
7. Off-hour receipt of loads, up to five loads each day (after closing at 19:00).
8. Up to 200 hours of free recycling education and outreach support per year.
9. This contract is not exclusive; the Solid Waste Management Program (SWMP) reserves the right to collect and manage its recyclables (including sending them to either contractor or even another market) as it see fit, within the constraints and required noticing required by the contract and County policy.

ACCEPTED BY:



Kevin Edwards
American Recycling Center

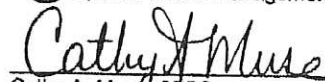
3-29-16

Date


John Kallas, Director
DPWES, Solid Waste Management Program

3/29/16

Date


Cathy A. Muse, CPO
Director/County Purchasing Agent

4/8/16

Date



County of Fairfax, Virginia

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

DEC 09 2014

Chantilly Crushed Stone Inc.
PO Box 220112
Chantilly, VA 20153

Attention: William Hough, Vice President- Sales

Reference: IFB200001320- Crushed Stone, Gravel and Sand

Dear Mr. Hough:

Acceptance Agreement

Contract Number 4400005547

This acceptance agreement signifies a contract award in its entirety to Chantilly Crushed Stone Inc. for crushed stone, gravel and sand from Date of Award through November 30, 2019.

The contract award shall be in accordance with:

- 1) This Acceptance Agreement;
- 2) The terms and conditions of IFB2000001320; and
- 3) Your bid dated November 7, 2014.

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 11 within ten (10) days of receipt of this letter. Contract award documents may be viewed on the Department of Purchasing and Supply Management website at www.fairfaxcounty.gov/dpsm/contracts.htm.

All questions regarding this contract should be directed to Viola Laird at (703) 324-3212 or via email Viola.Laird@fairfaxcounty.gov.

Sincerely,

Cathy A. Muse, CPPO
Director/County Purchasing Agent

Department of Purchasing & Supply Management

12000 Government Center Parkway, Suite 427

Fairfax, VA 22035-0013

Website: www.fairfaxcounty.gov/dpsm

Phone 703-324-3201, TTY: 1-800-828-1140, Fax: 703-324-3228

Sample Listing of Local Public Bodies

REFERENCE PARAGRAPH 23 OF THE SPECIAL PROVISIONS, "USE OF CONTRACTS BY OTHER PUBLIC BODIES." You may select those public bodies that this contract may be extended, a "blank" will signify a "NO" response:

	Alexandria Public Schools, VA		Manassas Park, Virginia
	Alexandria Sanitation Authority		Manassas, Virginia
	Alexandria, Virginia		Manassas City Public Schools, Virginia
	Arlington County, Virginia		Maryland-National Capital Park & Planning Commission
	Arlington Public Schools, Virginia		Metropolitan Washington Airports Authority
	Bowie, Maryland		Metropolitan Washington Council of Governments
	Charles County, Maryland		Montgomery Community College
	Charles County Public Schools, MD		Montgomery County, Maryland
	Chevy Chase Village, MD		Montgomery County Public Schools, MD
	Clark County Administrative Services	X	Northern Virginia Community College
	College Park, Maryland		Northern Virginia Regional Commission
	Culpeper County, Virginia		Orange County Public Schools, Virginia
	Culpeper County Public Schools		Prince George's County, Maryland
	District of Columbia		Prince George's County Public Schools, MD
	District of Columbia Courts		Prince William County Public Schools, VA
	DC Water and Sewer Authority		Prince William County, Virginia
	District of Columbia Schools		Prince William County Service Authority
X	Fairfax County Water Authority		Rappahannock County Public Schools, VA
X	Fairfax, Virginia (City)		Rockville, Maryland
	Falls Church City Public Schools		Shenandoah County Public Schools, VA
X	Falls Church, Virginia		Spotsylvania County Schools, Virginia
	Fauquier County, Virginia		Stafford County, Virginia
	Fauquier County Schools, Virginia		Stafford County Public Schools, Virginia
	Fauquier County Water & Sanitation Authority		Takoma Park, Maryland
	Frederick City, Maryland		
	Frederick County Maryland	X	Vienna, Virginia
	Frederick County Schools, Maryland		Upper Occoquan Sewage Authority
	Gaithersburg, Maryland		Virginia Railway Express
	Greenbelt, Maryland		Washington Suburban Sanitary Commission
			Washington Metropolitan Area Transit Authority
X	Herndon, Virginia		Winchester, Virginia
	Leesburg, Virginia		Winchester Public Schools
X	Loudoun County Sanitation Authority		Others
	Loudoun County, Public Schools, VA		
	Loudoun County, Virginia		
	Madison County Public Schools, VA		
	Manassas Park Public Schools, VA		

Complete and return this form with your bid. Contract award may not be made without it.

Chantilly Crushed Stone, Inc.
Vendor Name



U.S. COMMUNITIESTM

GOVERNMENT PURCHASING ALLIANCE



Harford County Public Schools
102 South Hickory Avenue
Bel Air, Maryland 21014

Purchasing Department
410-809-6044

RFP #12-JLH-011

REQUEST FOR PROPOSALS

FOR

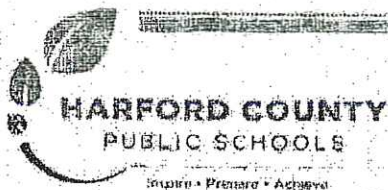
FACILITIES SOLUTIONS:

**INCLUDING THE RENTAL AND SERVICE OF UNIFORMS, MATS, MOPS AND TOWELS AND
OTHER RELATED PRODUCTS AND SOLUTIONS**

Proposals Due: February 16, 2012, 2:30 pm EDT

**THIS SOLICITATION IS MADE ON BEHALF OF HARFORD COUNTY PUBLIC SCHOOLS,
MARYLAND AND OTHER GOVERNMENTAL AGENCIES AND MADE AVAILABLE
THROUGH THE U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE.**

**See Information on Page 7, Paragraph P. regarding the date/time of the
Pre-Proposal Conference**



Barbara P. Canavan, Superintendent of Schools
102 S. Hickory Avenue, Bel Air, Maryland 21014
Office: 410-838-7300 • www.hcps.org • fax: 410-893-2478

Purchasing Department
Jeffrey LaPorta, Supervisor of Purchasing
410-638-4083, jeff.laporta@hcps.org

CONTRACT #12-JLH-011C RENEWAL

April 1, 2017 – March 31, 2019

This contract renewal is made and entered into this 23rd day of March, 2016, by Harford County Public Schools, 102 South Hickory Avenue, Bel Air, Maryland (hereafter referred to as Owner) and Cintas, of 6800 Cintas Boulevard, Cincinnati, Ohio (hereafter referred to as Contractor).

WHEREAS, Owner and the Contractor have entered into an Agreement dated April 1, 2012 (hereafter referred to as the Contract), for the Contractor to furnish rental of uniforms and related facility solutions in accordance with RFP #12-JLH-011.

WHEREAS, the parties hereto desire to set the terms of the renewal to writing;

THEREFORE, for and in consideration of the mutual promises to each other, the parties do mutually agree to renew the Contract as per the conditions set forth in the original Contract, as follows:

1. Owner chooses to exercise its option to renew this contract for two (2) years for the time period from April 1, 2017 through March 31, 2019.
2. Current pricing structures, all other terms, conditions and provisions of the Contract remain in effect unless revised by formal Contract Amendment.

This is the last renewal option available for this contract.

IN WITNESS WHEREOF, Owner and the Contractor have executed the renewal agreement in duplicate originals, one of which is retained by each party the day and year written above.

HARFORD COUNTY PUBLIC SCHOOLS

By: Jeffrey LaPorta
Signature

Name: Jeffrey LaPorta

Title: Supervisor of Purchasing

Date: 3/28/16

CINTAS

By: [Signature]
Signature

Name: Chris Jackson

Title: Global Account Manager

Date: 3/25/16

Approved
3/28/16
Contract Compliance
1/1



**FAIRFAX COUNTY WATER AUTHORITY
DEPARTMENT OF PROCUREMENT
8570 EXECUTIVE PARK AVENUE
FAIRFAX, VIRGINIA 22031**

NOTICE OF AWARD

DATE: December 19, 2013
BID NUMBER: IFB 13-18
SUBJECT: Furnish and Deliver 4-Inch through 48-Inch Pipe and Fittings
OPENING DATE: November 22, 2013
CONTRACT AWARD: December 19, 2013 - December 18, 2014

Fairfax Water reserves the right to renew annually with 4 one year extensions ending December 18, 2018.

AWARDED TO

PIPE

Atlantic States Cast Iron Pipe Company
183 Sitgreaves Street
Phillipsburg, NJ 08865
Contact: Francis Tone
Telephone: 908-878-0823
Facsimile: 908-454-1026
Email: fran.tone@atlanticstates.com
Amount: \$555,273

FITTINGS

Ferguson Waterworks
13890 Lowe Street
Chantilly, VA 20151
Telephone: 703-375-6820
Facsimile: 703-435-1662
Email: swigner@ferguson.com
Amount: \$177,915

Questions regarding this Notice of Award may be addressed to the Procurement office @ 703-289-6000 or mtillotson@fairfaxwater.org.

By: Melanie Tillotson, CPPB
Buyer II

IFB #13-18 Pipe and Fittings

cases, final payment is contingent on a determination of reasonableness with respect to all invoiced charges. Charges that appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, FW shall promptly notify the Contractor, in writing, as to those charges that it considers unreasonable and the basis for the determination.

3.31 Precedence of Terms

These General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

3.32 Price Firm Period

Bid pricing shall be firm and fixed as originally offered and accepted for the first 12 months of the contract.

3.33 Price and Title

All prices are for Commodities delivered F.O.B. the facility set forth on the Purchase Order and shall represent the entire cost to FW. Title for such Commodities shall pass to FW upon receipt and acceptance thereof at FW's designated facility.

3.34 Purchase and Sale Transaction

Any transaction for the purchase and sale of any Commodity shall be effected by FW's issuance to the Contractor of a Purchase Order, in which event the Contractor covenants and agrees to furnish all Commodities described therein in strict accordance with the terms and conditions of such Purchase Order and the other documents that together constitute the Contract.

3.35 Rider Clause

Subject to the mutual agreement between the parties, any contract awarded on the basis of this solicitation may be used by any public entity (to include jurisdictions comprising the Metropolitan Washington Council of Governments), to enter into a contract for the services described and defined herein. For single purchases, the contract may be used for up to 12 months from the actual date of contract award. For multi-year contracts, the contract may be used throughout the effective period of the contract. Contracts awarded as a result of this solicitation will be subject to these terms and conditions, and/or such terms and conditions as may be required by the controlling body for the public agency using the contract. Pricing shall be as offered by the successful Offeror and subsequently accepted by FW.

3.36 Taxes

FW is exempt from Federal Excise Taxes, Virginia State Sales and Use Taxes, and the District of Columbia Sales Taxes and Transportation Taxes. FW's tax identification number is 54-6025290.



CITY OF SUFFOLK

DEPARTMENT OF FINANCE

PURCHASING DIVISION

P.O. BOX 1858, SUFFOLK, VA, 23439-1858, PHONE (757)514-7520 FAX (757)514-7524

INTENT TO AWARD

Date: April 23, 2014

Water Meters Annual Contract

The City of Suffolk intends to award the Invitation for Bid, IFB# 2014-00065-AT, dated April 17, 2014, for Water Meters, to the following as the lowest responsive and responsible bidder:

HD Supply Waterworks Ltd.

2820 Mary Linda Ave.

Roanoke, VA 24012

Amy Trahan, Buyer I



INVITATION FOR BID

City of Suffolk

IFB #2014-00065-AT

March 12, 2014

Purchasing Division

441 Market Street, Room 105

Suffolk, VA 23434

Phone: (757) 514-7520 Fax: (757) 514-7524

<http://www.suffolkva.us/purchasing>

Water Meters

Sealed bids subject to the conditions and instructions contained herein, will be received at the office of the Purchasing Agent listed above, until the time and date shown below (local prevailing time), for furnishing the items or services described in the bid.

SCOPE OF WORK – The intent of this Invitation for Bid is to establish an agreement to furnish and deliver cold water meters on an as-needed basis for a one year period. The City of Suffolk (the City) shall have the exclusive option to renew the agreement for four (4) additional one year periods under the same specifications, terms, conditions and pricing contained and quoted herein.

Bid Due: 3:00 p.m., April 17, 2014

Contract Officer: *Amy Trahan*
Amy Trahan, Buyer I, atrah@ Suffolkva.us

The Buyer, Amy Trahan, is the Contract Officer for the City of Suffolk with respect to this IFB. All questions and/or comments should be directed to her at this email address: atrah@ Suffolkva.us. The respondents to this IFB shall not contact, either directly or indirectly, any other employee or agent of the City regarding this IFB. This prohibition shall also extend to the Suffolk City Council and other elected City officials. Any such unauthorized contact may disqualify the bidder from the procurement

Water Meters				
IFB# 2014-00065-AT				
April 23, 2014				
Bid Tabulation		HD Supply Waterworks Ltd.		
Meter	Estimated Annual Quantity	Unit Price	Net Price	
5/8" x 5/8"	100	\$98.28	\$9,828.00	
Sensus IPERL or approved equal				
5/8" x 3/4"	3500	\$98.49	\$344,715.00	
Sensus IPERL or approved equal				
3/4" x 3/4"	350	\$104.58	\$36,603.00	
Sensus IPERL or approved equal				
1" Sensus IPERL or approved equal	30	\$143.66	\$4,309.80	
1-1/2" Sensus Omni R2 or approved equal	15	\$367.17	\$5,507.55	
2" Turbine Sensus Omni R2 or approved equal	15	\$515.17	\$7,727.55	
4" Turbine Sensus Omni T2 or approved equal	2	\$1,669.71	\$3,339.42	
4" Fire Sensus Omni F2 or approved equal	1	\$5,200.75	\$5,200.75	
6" Turbine Sensus Omni T2 or approved equal	1	\$3,006.02	\$3,006.02	
8" Turbine Sensus Omni T2 or approved equal	1	\$5,101.43	\$5,101.43	
8" Fire Sensus Omni F2 or approved equal	1	\$10,673.68	\$10,673.68	
10" Turbine Sensus Omni T2 or approved equal	1	\$6,667.89	\$6,667.89	
10" Fire Sensus Omni F2 or approved equal	1	\$15,031.57	\$15,031.57	
Meter Touch Read Pads	800	\$8.00	\$6,400.00	
Total Bid			\$464,111.66	

that the bidder has a complete, up-to-date package. Acknowledgement of all issued Addenda shall be indicated on the bid form in the appropriate spaces.

9. **Governing Document:** The solicitation document maintained by Purchasing in the bid file shall be considered the official copy. In the case of any inconsistency between bid documents submitted to the City, but not clearly listed as an exception, the language of the official copy shall prevail. Furthermore, any exception or change to the specifications made by the bidder may be cause to disqualify your bid.
10. **Award:** Award will be made to the lowest responsive and responsible bidder. The quality of the goods and/or services to be supplied, their conformity with the specifications, their suitability to the requirements, the delivery, qualifications and references will be taken into consideration in making the award. The City reserves the right to refuse all bids. Determination of low bid shall be determined by the audited figure shown on the pricing page titled 'TOTAL.' In case of error in the extension of prices, the unit price shall govern. The City reserves the exclusive right to award by line, group or in total.
11. **Negotiation:** Unless canceled or rejected, a responsive bid from the lowest responsible bidder shall be accepted as submitted; except that if the bid from the lowest responsible bidder exceeds available funds, the City may negotiate with the apparent low bidder to obtain a contract price within the available funds.
12. **Announcements:** Upon the award or the announcement of the decision to award a contract, the City will publicly post such notice on the bulletin board located outside of the Purchasing Division and on the City's web site: (http://www.suffolkva.us/bids/bid_search_awarded.jsp)
13. **City's Rights:** The City reserves the right to reject any and all bids, and to waive any informality if it is determined to be in the best interest of the City.
14. **Cooperative Agreements:** If authorized by the bidder(s), the resultant contract(s) may be extended to any jurisdiction within the Commonwealth of Virginia to purchase at the contract prices in accordance with the contract terms. Any jurisdiction using such contracts shall place its own order(s) directly with the successful contractor(s). The City of Suffolk acts only as the contracting agent and is not responsible for placement of orders, payment, or discrepancies of the participating jurisdictions. It is the contractor's responsibility to notify the jurisdictions of the availability of contract(s).
15. **Prices:** Prices shall be stated in units of quantity specified. No additional charges shall be passed on to the City, including any applicable taxes, delivery, or surcharges. Prices quoted shall be the final cost to the City. In case of error in the extension of prices, the unit price shall govern.
16. **Corrections:** All prices and notations should be in ink or typewritten. Mistakes may be crossed out and corrections made in ink and must be initialed and dated by the person signing the bid.
17. **Delivery:** The time of delivery must be stated in definite terms. If time of delivery for different goods and/or services varies, the bidder shall so state.

Pruitt, Katrina

From: Amy Gardner <agardner@suffolkva.us>
Sent: Thursday, May 4, 2017 11:12 AM
To: Pruitt, Katrina
Subject: [Released by User] RE: Question - 2014-00065-AT

Our contracts automatically renew unless there is a problem.

This contract is good through April 30, 2019.

Amy A. Gardner

Buyer
City of Suffolk
(757)514-4015 phone
(757)514-7524 fax
agardner@suffolkva.us

"until one has loved an animal, a part of one's soul remains unawakened"-Anatole France

From: Pruitt, Katrina [mailto:Katrina.Pruitt@viennava.gov]
Sent: Thursday, May 04, 2017 10:22 AM
To: Amy Gardner
Subject: Question - 2014-00065-AT

Hello Amy,

Our Water Department currently rides this contract with HD Supply and I am contacting you to see if it was renewed. If you could let me know, as soon as possible, it would be greatly appreciated.

Thanks,

Katrina Pruitt
Public Works Specialist
Town of Vienna
127 Center Street South
Vienna, VA 22180
703-255-6383 - office
703-255-5722 - fax
katrina.pruitt@viennava.gov

*** VIRGINIA FREEDOM OF INFORMATION NOTICE ***

NOTICE: This e-mail and any of its attachments may constitute a public record under the Virginia Freedom of Information Act. Accordingly, the sender and/or recipient listed above may be required to produce this e-mail and any of its attachments to any requester unless certain limited and very specific

**CONTRACT E194-73737-MA2111
BETWEEN
THE COMMONWEALTH OF VIRGINIA
AND
QUARLES PETROLEUM, INC.**

1. SCOPE OF CONTRACT

This is a Master Contract ("Master Contract" or "Contract" or "Agreement") between the Commonwealth of Virginia, Division of Purchases and Supply, ("Commonwealth" or "DGS" or "DPS") and Quarles Petroleum, Inc. (the "Contractor" or "Quarles"), a corporation having its principal place of business at 1701 Fall Hill Avenue, Fredericksburg, VA 22401 for the provision of bulk motor fuel goods and Services ("Product" or "Products" or "Fuel" or "Services") to all Commonwealth state agencies, educational institutions, or any other public body, as defined in § 2.2-4301 entitled "Definitions" and § 2.2-4304 of the Virginia Public Procurement Act (VPPA), as amended, hereinafter referred to as "Authorized Users", pursuant to the Commonwealth's Request For Proposal #E194-163, dated April 24, 2015 (the "RFP") and the Contractor's proposal, dated June 15, 2015 in response thereto.

Contractor shall provide all Products and Services in accordance with the provisions of this Agreement upon receipt of a duly authorized order, as defined herein, from any Authorized User.

The Agreement is also available for use by certain charitable corporations and private nonprofit 501(c)(3) institutions of higher education, chartered in Virginia, and as allowable pursuant to Virginia Code 2.2-1120. The aforementioned entities are collectively included hereinafter as Authorized Users for purposes of using this Master Contract.

To ensure maximum transparency and public access to the Commonwealth's procurement opportunities, and consistent with Code § 2.2-1110, Authorized Users are to submit orders directly with Contractor through the Commonwealth's central electronic procurement website, "eVA," or as otherwise delineated with the ordering instructions contained herein.

2. INTERPRETATION OF CONTRACT

As used in this Contract, "Product" and "deliverables" shall include all related Services, materials, and documentation developed and provided in the performance of Contract, whether in machine-readable or printed form, and produced or provided pursuant to this Contract, or any order resulting from this Contract.

Headings are for reference purposes only and shall not be considered in construing this Contract.

The documents comprising this Contract, and their order of precedence in case of conflict, are: (1) this Contract, consisting of terms and conditions included herein, including all Attachments hereto; (2) all executed orders and Attachments referencing the Contract (3) the RFP #E194-163; and (4) the Contractor's proposal submitted in response to the RFP.

The foregoing documents represent the complete and final Contract of the parties with respect to the subject matter of this Contract.

If any term or condition of this Contract is found to be illegal or unenforceable, it shall be severed, and the validity of the remaining terms and conditions shall not be affected.

Nothing in this Contract shall be construed as an express or implied waiver of the Commonwealth's sovereign or Eleventh Amendment immunity, or as a pledge of its full faith and credit.

3. TERM

The initial term of this Contract shall be effective from November 20, 2015 through January 5, 2019 (Initial Term). All orders and related documents shall survive the period of performance stated in this section until such time as all orders (executed prior to the expiration date of the Contract) have been completely performed.

4. RENEWAL OF CONTRACT

The Initial Term of this Contract may be renewed for up to seven (7) additional one (1) year successive Renewal Term periods under the terms and conditions of the Contract and upon mutual written agreement between the parties. Written notice of the Commonwealth's intention to renew the Contract will be given approximately ninety (90) days prior to the expiration date of each Contract Term period.

5. PRICE ESCALATION-DE-ESCALATION

Price adjustments may be permitted for changes in the Contractor's cost of providing Products and Services under this Contract. The "Services", "All Items", and other relevant categories of the CPI-U, U.S. City Average section of the Consumer Price Index of the U.S. Bureau of Labor Statistics, will be used as guides to evaluate requested price changes, as will other indices including Producer Price Index and U.S. Department of Energy fuel statistics. No price increases will be authorized for three (3) years after the effective date of the Contract with the exception that the prices for those items included in Table 8, Listing of Available Parts, may be adjusted at the times described in the Pricing Schedule. Price escalation for the Contractor's cost of Fuel used for transportation in providing Products and Services under this contract may be permitted at the end of the initial three (3) years of the contract and each six (6) months (approximately 180 calendar days) thereafter and only where verified to the satisfaction of the purchasing office and as agreed to in a contract modification executed in writing and signed by both parties. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the Commonwealth. Contractor shall give not less than thirty (30) days advance notice of any price increase request, with documentation, to the DGS Contracting Officer.

The DGS Office of Fleet Management Services (OFMS) will notify the Authorized Users utilizing this Contract and Contractor in writing of the effective date of any approved increase. However, the Contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the previous Contract prices. The Contractor is further



County of Fairfax, Virginia

AMENDMENT

Safeware, Inc.
4403 Forbes Blvd.
Lanham, MD 20706

MAY 18 2016

AMENDMENT NO. 3

CONTRACT TITLE: Public Safety and Emergency Preparedness and Related Services

CONTRACT NO.: 4400001839

SUPPLIER CODE: 1000011775

The above contract is hereby amended as follows:

1. To change the contractor's address, as follows:

	Original Contractor Information	New Contractor Information
Address	3200 Hubbard Road	4403 Forbes Blvd.
	Landover, MD. 20785-2005	Lanham, MD 20706

2. To renew for two (2) years, effective October 1, 2016 through September 30, 2018.
3. To incorporate the attached new technical service rate, equipment and rental price lists, effective immediately.

All other terms and conditions remain the same.

Acceptance:

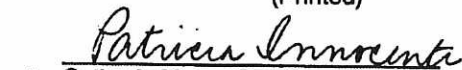
BY:


(Signature)

Charles Radcliffe
(Printed)

Vice President
(Title)

5/16/2016
(Date)


for Cathy A. Muse, CPPO
Director/County Purchasing Agent

DISTRIBUTION:

Finance – Accounts Payable/e
FRD – Christina Fisher/e
FCPD – Lander Napper/e
DPSC – Vijay Sood/e
Sheriff's Office – Kevin Burns/e
DPWES, Noman Control Pollution Plant – Cliff Davis/e
DPWES, Maintenance & Stormwater – Don Lacquement/e
MWCOC – George Hohmann (ghohmann@mwccog.org)
U.S. Communities – Scott Wilson (swilson@uscommunities.org)

Contractor
Contract Specialist – L. Robinson
ACS, Team 1 – J. Waysome - Tomlin

Department of Purchasing & Supply Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013

Website: www.fairfaxcounty.gov/dpsm

Phone (703) 324-3201, TTY: 1-800- 828-1140, Fax: (703) 324-3228



U.S. COMMUNITIES™
GOVERNMENT PURCHASING ALLIANCE



COMPETITIVE SOLICITATION

BY FAIRFAX COUNTY

FOR

**PUBLIC SAFETY AND EMERGENCY PREPAREDNESS
EQUIPMENT AND RELATED SERVICES**

ON BEHALF OF ITSELF AND OTHER GOVERNMENT AGENCIES

AND MADE AVAILABLE THROUGH THE U.S. COMMUNITIES

GOVERNMENT PURCHASING ALLIANCE

RFP#11-205753-10



County of Fairfax, Virginia

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

Date: JUL 11 2011

Safeware, Inc.
3200 Hubbard Road
Landover, MD 20785-2005

Attention: Edward A. Simons, President

Reference: RFP11-205753-10, Public Safety and Emergency Preparedness and Related Services

Dear Mr. Simons:

Acceptance Agreement

Contract Number: RQ11-205753-10A

This acceptance agreement signifies a contract award to Safeware, Inc. for Public Safety and Emergency Preparedness and Related Services. The period of the contract shall be from September 1, 2011 through September 30, 2014 with renewals of four (4) additional years, one (1) year at a time or a combination of the years, by mutual agreement of both parties.

The contract award shall be in accordance with:

- 1) This Acceptance Agreement;
- 2) The Attached Memorandum of Negotiations.

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. Please provide your Insurance Certificate according to Special Provisions paragraph 14 within ten (10) days after receipt of this letter.

Sincerely,

Cathy A. Muse, CPPO
Director/County Purchasing Agent

Department of Purchasing & Supply Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013

Website: www.fairfaxcounty.gov/dpsm
Phone 703-324-3201, TTY: 1-800-828-1140, Fax: 703-324-3228

MASTER AGREEMENT

BALTIMORE COUNTY, MARYLAND
Office of Budget and Finance



Document ID: 00003281

Fiscal Year: 2017

Version: 2 Modification

Buyer: Kathy Madary *KM*

Buyer Phone: 410-887-3888

Effective Date: 07/15/16

Expiration Date: 07/14/17

Date Printed: September 20, 2016

Vendor ID: VC004832

SHANNON BAUM SIGNS

105 COMPETITIVE GOALS DR

ELDERSBURG MD 21784

Document Description: Traffic Signs and Installation

Approved by County Council: 09-06-2016

Not to Exceed: \$2,836,209.82

Reason for Modification:

Modified Master Agreement to revise the Not to Exceed Amount and the initial term date as a result of County Council approval on 09/06/2016, and added line 35. All other terms and conditions remain the same.

Extended Description:

RFB #B-945, opened 10/29/2015. Incorporating by reference the Baltimore County Solicitation #B-945 dated 10/29/2015, as amended by Amendments 1 and 2, including, but not limited to, the Bid Response, Procurement Affidavit, MBE/WBE Affidavit and documents, and Insurance, as applicable.

The maximum compensation payable to the contractor may not exceed \$2,836,209.82 during the entire term of the agreement, including renewals and/or extensions.

This is not an order to ship (or begin service). A Delivery Order (DO) or Purchase Order (PO) must be issued before you are authorized to ship (or begin service). This is a notice that the Master Agreement (MA) referenced above has been awarded to you based on the bid (or proposal) you submitted. All terms, conditions and specifications of the solicitation will apply to all orders placed from this agreement. Any agency authorized to purchase from this agreement must issue an order and reference the Master Agreement number, line number and commodity item number for each item. Changes in items to be furnished are not permitted (unless approved by the Purchasing Division prior to delivery). Prior approval must also be obtained before distributors can be added or deleted. If a distributor list was submitted, the contractor must send copies of this award to each distributor. Quantities listed are estimated and no quantities are guaranteed. The contractor must supply actual requirements ordered at the Master Agreement price awarded.

PURCHASING

MASTER AGREEMENT

Document ID: 00003281

Version: 2

Vendor: VC004832

Renewal Period No: 1

Renewal Begin Date: 07/15/17

Renewal End Date: 07/14/18

Renewal Period No: 2

Renewal Begin Date: 07/15/18

Renewal End Date: 07/14/19

Renewal Period No: 3

Renewal Begin Date: 07/15/19

Renewal End Date: 07/14/20

Renewal Period No: 4

Renewal Begin Date: 07/15/20

Renewal End Date: 07/14/21

**BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-945
TRAFFIC SIGNS AND INSTALLATION**

GENERAL CONDITIONS

1. SCOPE.

- 1.1 It is the intention of these specifications that the vendor hereunder shall furnish and Baltimore County shall purchase rat eradication signs and posts, and traffic signs and installations covered by this contract which the County may require during the period of time specified. The quantities shown are approximate and are for the purpose of bid evaluation.
- 1.2 The County reserves the right to order supplies and services that may be required during the said period, and it also reserves the right not to order supplies and services bid upon by the vendor, if it is found that such supplies and services are not required by the County during the period covered by this contract.

2. TERM OF AGREEMENT.

- 2.1 The term of the contract shall be for one (1) year. The County reserves the right to renew this contract for up to four (4) additional one-year renewal options under the same terms and conditions. The County will automatically renew the contract on each option year unless notice is given to the Contractor that the contract is not renewed.
- 2.2 If price adjustments are requested pursuant to the terms of the contract, the Contractor must notify the Baltimore County Purchasing Division at least ninety (90) days prior to the current terms expiration date.
- 2.3 The Contractor must maintain the insurance coverages required by the County while the contract is in force, including automatic renewal terms, and shall provide documentation of such insurance in a form satisfactory to the County when required.

3. METHOD OF AWARD.

- 3.1 Award will be made on a total lump sum basis. In accordance with Sec. 10-2-406 of the Baltimore County Code, 2003, as amended, past performance of bidders in furnishing goods and services to Baltimore County will be considered in determining the award.
- 3.2 Bidders will be required to provide at least three (3) references (names of contact persons and phone numbers) of similar sized and scoped contracts during the past three (3) years.

4. PRICES.

- 4.1 Prices quoted must remain firm for the period covered by this contract, unless price escalation is herein specified. Prices quoted shall include delivery costs and charges.

5. ESCALATION.

- 5.1 All prices offered herein shall be firm against any increase for one (1) year from the effective date of the contract. Prior to commencement of subsequent renewal terms, the County may entertain a request for escalation in accordance with the current Consumer Price Index at the time of the request or up to a maximum 5% increase on the current pricing, whichever is lower.

- 5.2 For purposes of this section, "Consumer Price Index" shall mean the Consumer Price Index-All Urban Consumers-United States Average-All Items (CPI-U), as published by the United States Department of Labor, Bureau of Labor Statistics.
- 5.3 The County reserves the right to accept or reject the request for a price increase within fourteen (14) days. If the price increase is approved, the price will remain firm for 365 days from the date of the increase.

6. **COOPERATIVE PURCHASE.**

- 6.1 The County reserves the right to extend all of the terms, conditions, specifications, and unit or other prices of any contract resulting from this bid to any and all public bodies, subdivisions, school districts, community colleges, colleges, and universities including non-public schools. This is conditioned upon mutual agreement of all parties pursuant to special requirements which may be appended thereto. The supplier/contractor agrees to notify the issuing body of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested.
- 6.2 The County assumes no authority, liability or obligation, on behalf of any other public or non-public entity that may use any contract resulting from this bid. All purchases and payment transactions will be made directly between the contractor and the requesting entity. Any exceptions to this requirement must be specifically noted in the bid/proposal response.

7. **SAMPLES.**

- 7.1 The successful bidder may be required to furnish samples for evaluation prior to award. Samples furnished must conform exactly to the specifications herein unless otherwise specified by the buyer. Samples furnished with deviations must be clearly marked. When required, samples shall be furnished within seven (7) calendar days upon request. Samples not provided in accordance with the specifications or within the time specified may result in rejection of the bid.
- 7.2 The successful bidder's samples may be retained pending delivery, for comparison with products delivered under the contract.
- 7.3 Samples will not be returned unless the vendor indicates the requirement to do so at the time the sample is furnished, and then only at the vendor's expense. Failure to arrange for pickup of released samples within thirty (30) calendar days will result in disposal of the samples.

8. **"SAMPLE" FORM CONTRACT.**

- 8.1 A sample of the County's form contract may be found on the Baltimore County website at www.baltimorecountymd.gov/purchasing/currentsolicitations. The vendor's submission of a bid response without identifying exceptions expressly acknowledges and formally evidences the vendor's acceptance of all terms and conditions of the form contract. Any and all exceptions must be submitted in writing in the vendor's bid response.
- 8.2 If the vendor submits an exception, which alters the County's risk, liability, exposure in, or the intent of this procurement, the County reserves the right in its' sole and absolute discretion to deem the vendor non-responsive.
- 8.3 All vendors further understand and agree that the County will accept no vendor exceptions to the form contract at any time after submission of the bid response.



County of Fairfax, Virginia

NOTICE OF AWARD

Date: **MAR 28 2016**

CONTRACT TITLE: NEW TIRES, TUBES AND SERVICE
CONTRACT NUMBER(S): See Below
CONTRACT TYPE: Requirement (RQ)
RFx NUMBER: IFB200001851
NIGP CODE: 86305
CONTRACT PERIOD: Date of Award through March 31, 2019
RENEWALS: Two (2) One-Year Options
SUPERSEDES CONTRACT: 4400000960, 4400000961, 4400000962

SECONDARY SOURCE AWARD - Please note that secondary source shall be used only for urgent requests where the Primary source cannot meet your response requirement. Documentation from the Primary source stating they cannot meet the response requirement must be obtained prior to contacting the Secondary source.

<u>CONTRACTOR'S NAME AND ADDRESS:</u>	<u>SUPPLIER CODE:</u>	<u>CONTRACT NO:</u>
Alban Tire Corporation 7244 Boudinot Drive Springfield, VA 22150	1000011957	4400006703
Contact: Rich Daugherty	<u>AFTER HRS EMERGENCY CONTACT:</u>	
Telephone: 703-455-9300	After hours phone 703-906-6224	
Fax: 703-455-0800	Richard Daugherty 703-906-6200	
Email: richdaltire@aol.com		
<u>FIELD SUPPORT:</u> 703-455-9300		
<u>BUSINESS HOURS:</u> M-F 7 A.M to 5 P.M., Sat 7 A.M to Noon		
<u>DELIVERY/ SERVICE:</u> 4-6 Hours after receipt of order (ARO) 2 Hours response for service		


Department of Purchasing & Supply Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013
Website: www.fairfaxcounty.gov/dpsm
Phone (703) 324-3201, TTY: 1-800- 828-1140, Fax: (703) 324-3228

Sample Listing of Local Public Bodies

REFERENCE PARAGRAPH 27 OF THE SPECIAL PROVISIONS, "USE OF CONTRACTS BY OTHER PUBLIC BODIES." You may select those public bodies that this contract may be extended, a "blank" will signify a "NO" response:

	Alexandria Public Schools, VA		Maryland-National Capital Park & Planning Commission
	Alexandria Sanitation Authority		Maryland Department of Transportation
	Alexandria, Virginia		Metropolitan Washington Airports Authority
	Arlington County, Virginia		Metropolitan Washington Council of Governments
	Arlington Public Schools, Virginia		Montgomery Community College
	Bladensburg, Maryland		Montgomery County, Maryland
	Bowie, Maryland		Montgomery County Public Schools, MD
	Charles County Public Schools, MD		Northern Virginia Community College
	College Park, Maryland		Omni Ride
X	Culpeper County, Virginia		Potomac & Rappahannock Trans. Commission
	District of Columbia		Prince George's County, Maryland
	District of Columbia Courts		Prince George's County Public Schools, MD
	DC Water and Sewer Authority	X	Prince William County Public Schools, VA
	District of Columbia Public Schools	X	Prince William County, Virginia
X	Fairfax County Water Authority	X	Prince William County Service Authority
X	Fairfax, Virginia (City)		Rockville, Maryland
	Falls Church, Virginia	X	Spotsylvania County Schools, Virginia
	Fauquier County, Virginia	X	Stafford County, Virginia
	Fauquier County Schools, Virginia		Takoma Park, Maryland
	Frederick City, Maryland		Upper Occoquan Sewage Authority
	Frederick County, Maryland		Vienna, Virginia
	Gaithersburg, Maryland		Virginia Railway Express
	Greenbelt, Maryland		Washington Metropolitan Area Transit Authority
	Herndon, Virginia		Washington Suburban Sanitary Commission
	Leesburg, Virginia		Winchester, Virginia
	Loudoun County Sanitation Authority		Winchester Public Schools
	Loudoun County, Public Schools, VA		
	Loudoun County, Virginia		
	Manassas, Virginia		
	Manassas City Public Schools, Virginia		
	Manassas Park, Virginia		

Complete and return this form with your bid. Contract award may not be made without it.

Colony Inc
Vendor Name

Sample Listing of Local Public Bodies

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	Alexandria Public Schools, VA		Maryland-National Capital Park & Planning Commission
X	Alexandria Sanitation Authority		Maryland Department of Transportation
X	Alexandria, Virginia	X	Metropolitan Washington Airports Authority
X	Arlington County, Virginia		Metropolitan Washington Council of Governments
X	Arlington Public Schools, Virginia		Montgomery Community College
	Bladensburg, Maryland		Montgomery County, Maryland
	Bowie, Maryland		Montgomery County Public Schools, MD
	Charles County Public Schools, MD	X	Northern Virginia Community College
	College Park, Maryland		Omni Ride
X	Culpeper County, Virginia		Potomac & Rappahannock Trans. Commission
	District of Columbia		Prince George's County, Maryland
	District of Columbia Courts		Prince George's County Public Schools, MD
	DC Water and Sewer Authority	X	Prince William County Public Schools, VA
	District of Columbia Public Schools	X	Prince William County, Virginia
X	Fairfax County Water Authority	X	Prince William County Service Authority
X	Fairfax, Virginia (City)		Rockville, Maryland
X	Falls Church, Virginia	X	Spotsylvania County Schools, Virginia
X	Fauquier County, Virginia	X	Stafford County, Virginia
X	Fauquier County Schools, Virginia		Takoma Park, Maryland
	Frederick City, Maryland	X	Upper Occoquan Sewage Authority
	Frederick County Maryland	X	Vienna, Virginia
	Gaithersburg, Maryland		Virginia Railway Express
	Greenbelt, Maryland		Washington Metropolitan Area Transit Authority
X	Herndon, Virginia		Washington Suburban Sanitary Commission
X	Leesburg, Virginia		Winchester, Virginia
X	Loudoun County Sanitation Authority		Winchester Public Schools
X	Loudoun County, Public Schools, VA		
X	Loudoun County, Virginia		
X	Manassas, Virginia		
X	Manassas City Public Schools, Virginia		
X	Manassas Park, Virginia		

Complete and return this form with your bid. Contract award may not be made without it.

McCarthy Tire Service
Vendor Name

Sample Listing of Local Public Bodies

REFERENCE PARAGRAPH 27 OF THE SPECIAL PROVISIONS, "USE OF CONTRACTS BY OTHER PUBLIC BODIES." You may select those public bodies that this contract may be extended, a "blank" will signify a "NO" response:

<input checked="" type="checkbox"/>	Alexandria Public Schools, VA	<input checked="" type="checkbox"/>	Maryland-National Capital Park & Planning Commission
<input checked="" type="checkbox"/>	Alexandria Sanitation Authority	<input checked="" type="checkbox"/>	Maryland Department of Transportation
<input checked="" type="checkbox"/>	Alexandria, Virginia	<input checked="" type="checkbox"/>	Metropolitan Washington Airports Authority
<input checked="" type="checkbox"/>	Arlington County, Virginia	<input checked="" type="checkbox"/>	Metropolitan Washington Council of Governments
<input checked="" type="checkbox"/>	Arlington Public Schools, Virginia	<input checked="" type="checkbox"/>	Montgomery Community College
<input checked="" type="checkbox"/>	Bladensburg, Maryland	<input checked="" type="checkbox"/>	Montgomery County, Maryland
<input checked="" type="checkbox"/>	Bowie, Maryland	<input checked="" type="checkbox"/>	Montgomery County Public Schools, MD
<input checked="" type="checkbox"/>	Charles County Public Schools, MD	<input checked="" type="checkbox"/>	Northern Virginia Community College
<input checked="" type="checkbox"/>	College Park, Maryland	<input checked="" type="checkbox"/>	Omni Ride
<input checked="" type="checkbox"/>	Culpeper County, Virginia	<input checked="" type="checkbox"/>	Potomac & Rappahannock Trans. Commission
<input checked="" type="checkbox"/>	District of Columbia	<input checked="" type="checkbox"/>	Prince George's County, Maryland
<input checked="" type="checkbox"/>	District of Columbia Courts	<input checked="" type="checkbox"/>	Prince George's County Public Schools, MD
<input checked="" type="checkbox"/>	DC Water and Sewer Authority	<input checked="" type="checkbox"/>	Prince William County Public Schools, VA
<input checked="" type="checkbox"/>	District of Columbia Public Schools	<input checked="" type="checkbox"/>	Prince William County, Virginia
<input checked="" type="checkbox"/>	Fairfax County Water Authority	<input checked="" type="checkbox"/>	Prince William County Service Authority
<input checked="" type="checkbox"/>	Fairfax, Virginia (City)	<input checked="" type="checkbox"/>	Rockville, Maryland
<input checked="" type="checkbox"/>	Falls Church, Virginia	<input checked="" type="checkbox"/>	Spotsylvania County Schools, Virginia
<input checked="" type="checkbox"/>	Fauquier County, Virginia	<input checked="" type="checkbox"/>	Stafford County, Virginia
<input checked="" type="checkbox"/>	Fauquier County Schools, Virginia	<input checked="" type="checkbox"/>	Takoma Park, Maryland
<input checked="" type="checkbox"/>	Frederick City, Maryland	<input checked="" type="checkbox"/>	Upper Occoquan Sewage Authority
<input checked="" type="checkbox"/>	Frederick County Maryland	<input checked="" type="checkbox"/>	Vienna, Virginia
<input checked="" type="checkbox"/>	Gaithersburg, Maryland	<input checked="" type="checkbox"/>	Virginia Railway Express
<input checked="" type="checkbox"/>	Greenbelt, Maryland	<input checked="" type="checkbox"/>	Washington Metropolitan Area Transit Authority
<input checked="" type="checkbox"/>	Hemdon, Virginia	<input checked="" type="checkbox"/>	Washington Suburban Sanitary Commission
<input checked="" type="checkbox"/>	Leesburg, Virginia	<input checked="" type="checkbox"/>	Winchester, Virginia
<input checked="" type="checkbox"/>	Loudoun County Sanitation Authority	<input checked="" type="checkbox"/>	Winchester Public Schools
<input checked="" type="checkbox"/>	Loudoun County, Public Schools, VA		
<input checked="" type="checkbox"/>	Loudoun County, Virginia		
<input checked="" type="checkbox"/>	Manassas, Virginia		
<input checked="" type="checkbox"/>	Manassas City Public Schools, Virginia		
<input checked="" type="checkbox"/>	Manassas Park, Virginia		

Complete and return this form with your bid. Contract award may not be made without it.

SERVICE TIRE TRUCK CENTERS

Vendor Name

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	Fauquier County Schools, Virginia		Takoma Park, Maryland
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X	Leesburg, Virginia		Winchester, Virginia
X	Loudoun County Sanitation Authority		Winchester Public Schools
X	Loudoun County, Public Schools, VA		
X	Loudoun County, Virginia		
X	Manassas, Virginia		
X	Manassas City Public Schools, Virginia		
X	Manassas Park, Virginia		

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FLB and Tire Corp
Vendor Name