



Town of Vienna

Charles A. Robinson Jr.
Town Hall
127 Center Street South
Vienna VA, 22180

Master

File Number: 19-1269

File ID: 19-1269

Type: Action Item

Status: Agenda Ready

Version: 1

Reference:

Meeting Type: Town Council
Meeting

File Created: 05/10/2019

File Name:

Final Action:

Title: FY 2020 funding of contracts issued by other jurisdictions

Internal Notes:

Sponsors:

Enactment Date:

Attachments: FY 19-20 Table of Rideable Contracts, Rideable
Contracts

ORD/RES Number:

Contact:

Hearing Date:

Drafter: katrina.pruitt@viennava.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Town Council Meeting	06/03/2019	approved				Pass

Text of Legislative File 19-1269

TOWN RIDEABLE CONTRACT EXTENSIONS & APPROVAL OF FY 19/20 FUNDING CONSENT AGENDA ATTACHMENT

Contract Number, Name & Agency	Contract Expiration	Vendor	Description	Account Number	Budget Account Cost	Estimated Cost for FY 19/20
4400006733 Recycling Fairfax County	March 31, 2020	American Recycling Center	Recycling	14230-43802	\$125,000	\$125,000
4400005547 Crushed Stone, Gravel & Sand Fairfax County	November 30, 2019	Chantilly Crushed Stone	Crushed Stone, Gravel & Sand	14133-46015 50111-46032	\$40,000	\$40,000
#12-JLH-011C Uniform Rental US Communities	October 31, 2023	Cintas Corporation	Uniform Rental	14120-43701 14150-43701 14130-43701 14230-43701 14320-43308 14140-43701 50111-43701 50112-43701 50114-43701	\$3,800 \$2,100 \$2,140 \$3,820 \$10,428 \$1,280 \$2,600 \$1,300 \$2,800	\$30,268
IFB 17-25 Fittings Fairfax Water	September 30, 2019	Ferguson	Pipe & Fittings	50111-46007	\$60,000	\$60,000
IFB 17088536 De-icing Salt Montgomery County	October 1, 2019	Mid-Atlantic Salt	De-icing Salt	14133-46015	\$100,000	\$100,000
18-253-ITB Utility Marking Arlington County	June 31, 2021	Pinpoint Underground	Utility Markings	50111-43308 50114-43308	\$140,000	\$140,000
#2014-00065-AT Water Meters US Communities	December 31, 2021	HD Supply (Core & Main)	Water Meters	50112-46007	\$150,000.00	\$150,000
E194-73737-MA2111 Bulk Fuel Commonwealth of VA	January 5, 2020	Quarles	Current Bulk Fuel	14150-46008 Increase from Interdepartmental Transfers	\$265,000	\$265,000
4400006706 Tires & Tubes Fairfax County, VA	March 31, 2020	Tire Service Center	Tires	14150-46031	\$40,000	\$40,000
					Total:	\$950,268

Subject:

..Title

FY 2020 funding of contracts issued by other jurisdictions

..Body

EXPLANATION AND SUMMARY:

The Department of Public Works uses numerous contracts competitively bid and issued by other jurisdictions as prescribed by Virginia State law. At the end of the term, should any contract not be renewed, another municipal contract will be utilized or work will be put out for bid. Any necessary approvals will be brought to Council for authorization.

Authorization to expend FY 2020 funds with the nine (9) vendors listed in the attached table is requested.

Departmental Recommendation: Recommend approval of proposal to utilize existing municipal contracts, accept renewals, and approve funding.

Finance Recommendation: Recommend approval

Purchasing Recommendation: Recommend approval

Town Attorney Recommendation: The Town may utilize competitively bid municipal contracts or solicit bids in the discretion of the Town Council. Any individual contract may be separated from the group and voted on separately.

Town Manager's Recommendation: I recommend Town Council continue utilizing municipal contracts with the vendors presented at the cost of \$950,268.

Cost and Financing: \$950,268

Account Number: See attached table for contract and account numbers

Decision Needed by This date: 06/03/19

PROPOSED/SUGGESTED MOTION

..Recommended Action

"I move to continue utilizing municipal contracts with the nine vendors presented, contingent upon acceptance of contract renewals issued to these vendors, and approve the corresponding \$950,268 in expenditures for FY 2020."

Or

Other action deemed necessary by Council.

CONTRACT AMENDMENT #1

This agreement constitutes an Amendment to the Contract to Provide Brass Service Materials between FAIRFAX WATER ("FW") and FERGUSON ENTERPRISES, INC. dba FERGUSON WATERWORKS (the "Contractor") (collectively, the "parties").

In consideration of the mutual covenants set forth herein, the parties agree to amend and modify the Contract effective November 1, 2018 as follows:

Please amend the Contract to read as follows:

Contract Term:

The contract term shall be from November 1, 2018 through September 30, 2019. This contract has three (3) additional one-year renewal options remaining.

Contract Amount:

Pricing shall be in accordance with the attached Fairfax Water RFP 17-25, Brass Service Material Price List Nov. 1, 2018- Sept.30, 2019.

Annual Economic Price Adjustment

The Contractor may submit a request for contract price increases once annually for each renewal year. Economic increases shall be limited to the increase specified in the Bureau of Labor Statistics PPI series PCU3329193329194 *Metal fittings, flanges and unions for piping systems*, not seasonally adjusted, for the 12-month period ending 90 days prior to the end of the then current contract year. Requests for contract price increases must be submitted at least 30 days prior to the end of the contract year.

In all other respects not specifically mentioned or altered by Amendment, the original Contract shall remain in full force and effect.

FAIRFAX WATER

Procurement Department
8570 Executive Park Avenue
Fairfax, VA 22031

Phone: (703) 289-6261

Fax: (703) 289-6262

By: 

Name: Donald R. Legg

Title: Procurement Manager

Date: 11/8/18

**FERGUSON ENTERPRISES,
dba FERGUSON WATERWORKS**

13890 Lowe Street
Chantilly, VA 20151

Phone: (703) 375-6820

Fax: (703) 435-1662

By: 

Name: Doug Knaig

Title: General Manager

Date: 11/10/18

RFP # 17-25

4.25 Price Firm Period

Proposal Prices: Pricing shall be firm and fixed as originally offered and accepted for the first 12 months of the contract.

4.26 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.

4.27 Tax Exemption

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 exempt number is 54-6025290.

4.28 Termination of Contract

- A. For Cause. In the event that the Contractor: (1) fails to deliver any Service in accordance with the time period established therefore in the Contract; or (2) fails to furnish any Service which conforms in all respects to the requirements of the Contract; then FW, without prejudice to any other rights or remedies it may have at law or in equity (including its right to seek damages from the Contractor), shall have the right to terminate the Contract and any outstanding Purchase Orders by issuing a written notice of termination to the Contractor. Such notice of termination shall describe in reasonable detail the grounds for the termination and shall take effect immediately upon receipt by the Contractor.
- B. If, after issuance of a notice of termination under this Section it is determined for any reason that cause for such termination did not exist, then the rights and obligations of the parties shall be the same as if the notice of termination had been delivered under the provisions of subsection B (termination for convenience) hereof; provided, however, that the Contractor in such event shall be deemed to have received seven days prior written notice of such termination. Any compensation due the Contractor pursuant to subsection B shall be offset by the cost to FW of remedying the default by the Contractor. The Contractor shall in no event be entitled to receive any consequential damages or any anticipated profits with respect to Commodities not yet furnished to, and accepted by, FW as of the effective date of any such termination.
- C. For Convenience. FW shall have the right to terminate the Contract and/or any outstanding Purchase Orders issued hereunder at its own convenience for any reason by giving seven business days prior written notice of termination to the Contractor. In such event, the Contractor shall be paid an amount equal to the actual cost of any Commodity delivered to, and accepted by, FW and the actual cost of any equipment, goods or materials ordered by the Contractor hereunder in good faith which could not be canceled, less the salvage value thereof, provided sufficient substantiation