

**ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VIRGINIA 22201**

CONTRACT AWARD COVERPAGE

TO: PVS TECHNOLOGIES INC. 10900 HARPER AVENUE DETROIT, MICHIGAN 48213	DATE ISSUED: CONTRACT NO: CONTRACT TITLE:	<u>FEBRUARY 1, 2021</u> <u>21-DES-R-514</u> <u>(REPLACES 16-224-R)</u> <u>FERRIC CHLORIDE, GRADE 2,</u> <u>LIQUID</u>
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THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

The contract documents consist of the terms and conditions of AGREEMENT No. 21-DES-R-514 including any attachments or amendments thereto. County of Fairfax Virginia Rider Contract No. 4400010248

EFFECTIVE DATE: FEBRUARY 1, 2021

EXPIRES: JANUARY 31, 2022

RENEWALS: FOUR (4) ADDITIONAL TWELVE (12) MONTH PERIODS FROM FEBRUARY 1, 2022 TO 2026.

COMMODITY CODE(S): 88594

LIVING WAGE: N

ATTACHMENTS:

AGREEMENT No. 21-DES-R-514

ATTACHMENT A – COUNTY OF FAIRFAX, VIRGINIA CONTRACT NO. 4400010248 AWARD

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: CRAIG MIKKELSON

VENDOR TEL. NO.:

(313) 921-12000

EMAIL ADDRESS: BIDS@PVSCHEMICALS.COM

COUNTY CONTACT: MARY STRAWN (DES - WPCB)

COUNTY TEL. NO.:

(703) 228-6829

COUNTY CONTACT EMAIL: MSTRAWN@ARLINGTONVA.US

PURCHASING DIVISION AUTHORIZATION

NAME: VANESSA MOOREHEAD **TITLE:** PROCUREMENT OFFICER **Date** 1/21/2021

**ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201**

RIDER AGREEMENT NO. 21-DES-R-514

THIS AGREEMENT (hereinafter "Agreement") is made, on the date of February 1, 2021 by the County, between **PVS Technologies Inc.** ("Contractor"), a **Michigan** corporation with a place of business at **10900 Harper Avenue, Detroit, Michigan 48213** authorized to transact business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration specified herein or specified in a County Purchase Order referencing this Agreement, agree as follows:

1. CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Exhibit A County of Fairfax, Virginia Contract No. 4400010248, Exhibit B IFB2000003231 "Contractor's Quotation together with any exhibits and amendments issued or applicable thereto (collectively, "Contract Documents" or "Contract"). This Agreement rides a contract awarded to the Contractor by County of Fairfax, Virginia and extended by the Contractor to the County on the same terms and conditions as the Contractor's agreement with County of Fairfax, Virginia. Where the terms of this Agreement vary from the terms and conditions of the other Contract Documents, the terms and conditions of this Agreement shall prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties' agreement which is not contained in the Contract Documents.

2. CONTRACT TERM

The Contractor's provision of goods and services for the County ("Work") shall commence upon the execution of the Agreement by the County", and shall be completed no later than **January 31, 2022** ("Contract Term"), subject to any modifications as provided for in the Contract Documents regarding the Contract Term. No aspect of the Work shall be deemed complete until it is accepted by the County's Project Officer.

Upon satisfactory performance by the Contractor, if the County of Fairfax, Virginia renews their agreement identified in Exhibit A, the County may elect to renew this Agreement under the same contract terms for four (4) one-year renewal periods from February 1, 2022 to January 31, 2026 ("Subsequent Contract Term"). However, if the County of Fairfax, Virginia does NOT renew their agreement identified in Exhibit A, this Agreement shall automatically expire on the date of the contract expiration date.

3. PAYMENT

Payment will be made by the County to the Contractor within forty-five (45) days after receipt by the County Project Officer of an invoice detailing the Work provided by the Contractor and accepted by the County. Each invoice must certify that the invoice submitted is a true and accurate accounting of the work performed and goods and/or services provided and must be signed and attested to by the

Contractor or authorized designee. The Project Officer will either approve the invoice or require corrections. The number of the County Purchase Order pursuant to which authority goods or services have been performed or delivered shall appear on all invoices.

4. SCOPE OF WORK

The Contractor agrees to perform the goods and/or services described in the Contract Documents (hereinafter “the Work”). The primary purpose of the Work is to furnish Ferric Acid.

The Contract Documents set forth the minimum Work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor’s responsibility, at the Contractor’s sole cost, to provide the specific Work set forth in the Contract Documents sufficient to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor’s responsibility to manage the details and execution of the Work.

5. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer (“Project Officer”) who shall be appointed by the Director of the Arlington County department or agency which seeks to obtain the Work pursuant to this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work pursuant to the Contract Documents.

6. COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if a County Purchase Order is issued in advance of the transaction. A Purchase Order must indicate that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense.

7. NON-APPROPRIATION

All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County’s written notice.

8. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its Work pursuant to this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

9. NOTICES

Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered by an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO THE CONTRACTOR:

Craig Mikkelson
PVS Technologies Inc.
10900 Harper Avenue
Detroit, Michigan 48213
Email: bids@pvschemicals.com
Tele No.: (313) 921-12000

TO THE COUNTY:

Mary Strawn, Project Officer
4200 28th Street S
Arlington, Virginia 22206
Email: mstrawn@arlingtonva.us
Tele No.: (703) 228-6829

AND

Sharon T. Lewis, LL.M, MPS, VCO, CPPB
Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

TO COUNTY MANAGER'S OFFICE (FOR PROJECT CLAIMS):

Mark Schwartz, County Manager
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 318
Arlington, Virginia 22201

10. ARLINGTON COUNTY BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060.

11. COUNTERPARTS

This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

PVS TECHNOLOGIES, INC.

AUTHORIZED SIGNATURE: DocuSigned by:
Vanessa Moorehead
392AD72EA7BC414...

NAME: Vanessa Moorehead

TITLE: Procurement Officer

DATE: 1/21/2021

AUTHORIZED SIGNATURE: DocuSigned by:
Craig Mikkelsen
DB0507AF2E3F405...

NAME: Craig Mikkelsen

TITLE: VP Sales

DATE: 1/21/2021



County of Fairfax, Virginia

NOTICE OF AWARD

Date of Award: 12/28/2020

CONTRACT TITLE: Ferric Chloride, Grade 2, Liquid
SOLICITATION NUMBER: IFB 2000003231
CONTRACT NUMBER: **4400010248**
NIGP CODE: **88594**
CONTRACT PERIOD: Date of Award through January 31, 2022
RENEWAL: Four (4) one (1) year renewals.

CONTRACTOR:
PVS Technologies Inc.
10900 Harper Ave
Detroit, MI 48213

SUPPLIER CODE:
1000031773

Contact: Craig Mikkelson
Telephone: 313-921-12000
E-mail: bids@pvschemicals.com

TERMS: Net 30 days

FOB: Destination

PRICES: \$518.00 Per Dry Ton- Ferric Chloride, Grade 2, Liquid

DPMM CONTACT: Shameema Rahman, Contract Specialist I
Telephone: 703-324-3287
E-mail: shameema.rahman@fairfaxcounty.gov

ORDERING INSTRUCTIONS:

Any County Department and Fairfax County Schools may enter into FOCUS a shopping cart indicating the item required, the quantity, the payment terms and the delivery date. The purchase order 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:

Shameema Rahman

860AA7290DB4498
Shameema Rahman
Contract Specialist I

DISTRIBUTION:

Dept. of Finance – Accounts Payable/e
DPWES - Wastewater – Roger Silverio/e
DPWES - Wastewater – Michael Mcgarth/e

Contract Specialist – Shameema Rahman
Contract Specialist 1 – Team 2
DPMM Supplier Diversity/e