



PURCHASING AND SUPPLY SERVICES

Keith Stewart, Director | keith.stewart@pgcps.org
13300 Old Marlboro Pike | Upper Marlboro, MD 20772 | 301-952-6560

NOTICE OF CONTRACT AMENDMENT

January 03, 2023

McCarthy Tire of Virginia, Inc.
9073 Euclid Avenue
Manassas, VA 20110
Contact: Joe Hardcastle
Phone: 703.898.8002
Email: jhardcastle@mccarthytire.com

Diane Forde
Telephone: 301.952.6560
Fax: 301.952.6605
Email: Diane.Forde@pgcps.org

SUBJECT: Fairfax County Government Rider Contract #440007260 for Retread Services for Trucks, Buses, and Trailers

McCarthy Tire of Virginia, Inc. has been selected as the vendor to provide services in the accordance with the above-mentioned **Fairfax County Government Rider Contract #440007260**. This contract sets-forth the terms and conditions and is provided for your review and acceptance. Any changes or additions made by your company must first be accepted by the Purchasing Division before the contract is valid.

The intent of this contract is to provide the Board with an expedited means of procuring supplies and/or services at the lowest cost. This contract is for the convenience of the Board and is considered by Purchasing Department to be a "Non-Exclusive" use contract. The Board does not guarantee any usage. The Board will not be held to purchase any particular Brand, in any groups, prices or discount ranges, but reserves the right to purchase any item/items listed in the price schedule submitted.

Until the contract is signed by **McCarthy Tire of Virginia, Inc.** and the BOARD, authorization to commence service to sites on behalf of the contract is forbidden. Please sign below and return all documents to the PURCHASING OFFICE within Five (5) business days. Failure to sign the contract award and return all required documents within the specified time, shall rule your offer null and void and, therefore, award shall be made to the next low responsive bidder.

iSUPPLIER REGISTRATION

All vendors must be registered in iSupplier in order to conduct business with PGCPS. Vendors must provide an electronic copy of the PGCPS Registration Approval Notice within two (2) days of providing the vendor signed Notice of Award. Email should be sent to the list of recipients from the electronic request. If your company is not properly registered as a vendor, PGCPS will not sign the contract. Further, failure to register in iSupplier within the time period specified, shall rule your offer null and void. PGCPS reserves the right to rescind the award notice issued in favor of your company and award the contract to the next lowest responsive bidder.

PERFORMANCE/PAYMENT BOND – N/A

A 100% Performance Bond and 100% Labor and Material Payment Bond or Certified Check in the amount of **\$0.00** made in favor of the **BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY, UPPER MARLBORO,**

Fairfax County Government Rider Contract #440007260

MARYLAND 20772-9983, must be submitted to the PURCHASING OFFICE with the returned signed NOTICE OF AWARD WITHIN TEN (10) DAYS.

The bond, cashiers or certified check must be made in favor of the **BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY, UPPER MARLBORO, MARYLAND 20772-9983.**

INSURANCE

A Certificate of Insurance, made in favor of the Board of Education of Prince George's County, Upper Marlboro, Maryland 20772-9983, must be submitted to the PURCHASING OFFICE within 5 (five) business days. The certificate should reference the Solicitation Number as shown herein. It will be the responsibility of the contractor to ensure that a current Certificate of Insurance is on file in the Purchasing Office during the entire period of the contract.

CONTRACT TERM

This contract is effective **through November 19, 2023.**

OPTION TO RENEW CONTRACT:

Upon satisfactory service and by mutual agreement the BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY reserves the right to renew the contract. The term of renewal shall not exceed three (3) additional one -year periods.

CONTRACT AWARD ESTIMATED AMOUNT

The estimated contract amount of award:

\$600,000.00

THIS NOTICE OF AWARD IS NOT AN ORDER TO COMMENCE SERVICE/WORK OR TO MAKE DELIVERIES at this time. Commence service/work/deliveries only after receipt of a purchase order(s) signed by the Purchasing Agent.

ALL PURCHASE ORDERS placed throughout the terms of the contract will require delivery/service in accordance with the offered time(s).

LIQUIDATED DAMAGES/FAILURE TO PERFORM WORK

The successful Awardee accepts this contract with the understanding that should they fail to complete the work in an acceptable manner and in the time stated, shall be subject to the payment of liquidated damages as stated in the proposal document(s).

AVAILABILITY OF FUNDS

The contract shall be deemed executory only to the extent of appropriations available to the BOARD for the purchase of such articles. The obligation of the BOARD on all contracts, including those which envision funding through current and successive fiscal years, shall be contingent upon actual Board appropriations for the fiscal year(s) involved.

This notice of award, plus the solicitation, your offer and any pertinent documents will constitute the entire contract after acceptance by your firm and the BOARD. Please refer to the **Notice of Award** for all applicable terms and conditions.

FINGERPRINTING AND CRIMINAL BACKGROUND CHECKS**Employees Having Direct Contact with and/or Uncontrolled Access to Students:**

- A. Any and all current and future employees of the Vendor who have direct contact with students must have a fingerprinting criminal background check conducted by the Maryland Criminal Justice Information System (CJIS) and the FBI, a Child Protective Services clearance conducted by the Prince George's County Department of Social Services, and complete the Safe Schools training module – *Prince George's County Child Abuse: Mandatory Reporting* and any other required training as appropriate.

Fairfax County Government Rider Contract #440007260

- B. All background checks must be completed 15 business days prior to beginning work in and around PGCPs property or engaging in any authorized activities involving PGCPs students. The background checks must be completed by the Fingerprinting Office in the Sasser Administrative Building or by the PGCPs satellite fingerprinting offices located in Prince George's County. No person may begin working in PGCPs until 15 days after completing the background clearance process (fingerprint and CPS) and required online training through Safe Schools.
- C. Prior to initiating any work at a school building, current and future employees, contractors, subcontractors, agents, volunteers, outsourced temporary staff, consultants and instructors of the Vendor must sign in and sign out via the Raptor Visitor Management System, which requires a copy of their government issued identification.
- D. Pursuant to Md. Education Code Ann. §6-113.2 (Code), a contractor of a Board of Education who provides a services to a school or the students of a school shall meet the requirements set forth for screening its employees assigned to work at a school site to determine whether such employees have a history of child sexual abuse and/or sexual misconduct. Consultant shall be solely responsible for completing the screening set forth in the Code, shall maintain records of employee screenings, and shall make such records available to PGCPs upon request.

Restrictions on Employee Assignments:

Vendors are prohibited from assigning the following persons from working at a PGCPs location:

- A. Registered sex offenders (Maryland Code, Criminal Procedure Article Section 11-722)
- B. Individuals convicted of a crime involving third or fourth degree sexual offense under sections 3-307 or 3-308 of the Criminal Law Article; child sexual abuse under Section 3-602 of the Criminal Law Article; a crime of violence as defined in Section 14-101 of the Criminal law Article; or comparable offenses in another state. (Annotated Code of Maryland, Education Article Section 6-113)
- C. Individuals identified as an alleged abuse or neglect or following completion of a Child Protective Services investigation with a finding of "indicated" child abuse or neglect.

Criminal Background Checks

- A. It is the responsibility of the Vendor to make certain that its employees, contractors, subcontractors, agents, volunteers, outsourced temporary staff, consultants and any instructors meet the background check and training requirements specified below.
- B. The Vendor agrees to provide the designated PGCPs representative with a list of all current employees and an immediate update of changes in personnel, employees, contractors, subcontractors, agents, volunteers, outsourced temporary staff and any instructors. All correspondence should include the following information as applicable:
 - i. title of the project
 - ii. school/office
 - iii. solicitation number
 - iv. contract number; and
 - v. PGCPs representative/project manager
- C. An Executed Contract will not be issued by the PGCPs Purchasing Department until proof has been provided that the background check and training requirements below have been completed 15 days following the issuance of Notice of Award.

COMPLIANCE WITH LAWS

Vendors shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations applicable to the services to be rendered under this Contract. Vendor’s violation of any of these laws, statutes, ordinances, rules or regulations constitutes a breach of this Contract and entitles the Board to terminate this Contract immediately upon delivery of written notice of termination to Vendor.

PERSONALLY IDENTIFIABLE INFORMATION (PII)

Personally Identifiable Information includes any information that can be associated with or traced to any individual, including an individual’s name, address, telephone number, e-mail address, credit card information, social security number, or other similar specific factual information, regardless of the media on which such information is stored (e.g., on paper or electronically) and includes such information that is generated, collected, stored or obtained as part of this Agreement, including transactional and other data pertaining to users. The parties will comply with all applicable privacy and other laws and regulations relating to protection, collection, use, and distribution of Personally Identifiable Information. In no event may PII be sold or transferred to third parties, or otherwise provide third parties with access thereto. If there is a suspected or actual breach of security involving Personally Identifiable Information, the parties will notify each other within twenty-four (24) hours of a management-level employee becoming aware of such occurrence.

LAWS AND PERMITS

The contractor shall, without additional cost to the BOARD, be responsible for paying for and obtaining any necessary licenses, inspections and permits for complying with any and all FEDERAL, STATE AND LOCAL LAWS, CODES AND REGULATIONS, in connection with the performance of the work. Laws of the STATE OF MARYLAND and PRINCE GEORGE’S COUNTY shall govern the contract.

This notice of award, plus the solicitation and any pertinent documents will constitute the entire contract after acceptance by your firm and the BOARD. Please refer to the **Fairfax County Gov’t Contract 440009471**. solicitation for all applicable terms and conditions.

ACCEPTED BY:

FOR THE FIRM:

FOR THE BOARD OF EDUCATION:

Kyneth Grooms

Kyneth Grooms (Jan 9, 2023 11:02 EST)

Jan 9, 2023

SIGNATURE

DATE

Kyneth Grooms

NAME

Salesperson

TITLE

McCarthy Tire Service

FIRM

Keith Stewart

keith.stewart@pgcps.org keith.stewart@pgcps.org (Jan 9, 2023 15:27 EST)

Jan 9, 2023

SIGNATURE

DATE

Keith Stewart

NAME:

Director, Purchasing & Supply Services

TITLE

FOR THE BOARD OF EDUCATION
OF PRINCE GEORGE’S COUNTY

UPPER MARLBORO, MARYLAND 20772

CONTRACT PRICING

PART I – New Off the Road Tires			
ITEM NO.	ITEM DESCRIPTION	OLD UNIT PRICE	NEW UNIT PRICE
1	Firestone Model # 403989	\$ 3,751.72	\$ 4,690.38
2	Bridgestone Model # 421-960	\$ 2,764.49	\$ 3,227.10
3	Setco Waste Expeditor, 31.5x72	\$ 14,270.28	\$ 17,643.53
4	Ty Model # TY26525D2A	\$ 7,775.00	\$ 8,552.50

PART VII – Installation/Removal, Foam removal, Monitoring Service				
ITEM NO.	ITEM DESCRIPTION	UOM	OLD UNIT PRICE	NEW UNIT PRICE
19.	Labor Rate – Regular Hours (M-F, 8am-5pm)	HR	\$ 90.00	\$ 95.95
20.	Labor Rate – Overtime (Weekends and M-F, 5pm-8am)	HR	\$ 115.00	\$ 122.00

Bridgestone Bandag Retreading.

- Only first tier tread rubber is acceptable and evidence by the logo
- All tires must be picked-up and returned to the same County Facility and with appropriate tags that identify the user within five (5) working days (maximum allowed).
- Hours of operation are 4:00 a.m. until 5:00 p.m. M-F and 4:00 a.m. until 12:00 noon on Saturday.
- The County will accept Grade "A" American sourced virgin casings (never having been retreaded) up to 4 years of age (confirmed by DOT date stamp), as long as the casing passes all inspection processes agreed upon.

1. Unit Price for retreading only:

ITEM NO.	DESCRIPTION	UOM	UNIT PRICE
A.	10R22.5, Load Range G/H, 22/32" (NON-LUG TREAD)	EA	<u>\$ 95.10</u>
B.	11R22.5 Mud and Snow, Load Range G/H, 22/32" (NON-LUG TREAD)	EA	<u>\$ 112.50</u>
C.	11R22.5 Mud and Snow, Load Range G/H, 26/32" (LUG TREAD)	EA	<u>\$ 112.50</u>
D.	255/70R22.5 Mud and Snow Range H, 22/32"	EA	<u>\$ 97.50</u>
E.	11R22.5 Highway, Load Range G/H, 15/32"	EA	<u>\$ 96.50</u>

2. Unit Price for retreading to include price of virgin casing:

ITEM NO.	DESCRIPTION	UOM	UNIT PRICE
F.	10R22.5, Mud and Snow 22/32"	EA	<u>\$ 105.10</u>
G.	11R22.5 Mud and Snow, Load Range G/H, 22/32"	EA	<u>\$ 199.50</u>
H.	11R22.5 Mud and Snow, Load Range G/H, 26/32"	EA	<u>\$ 199.50</u>
I.	11R22.5 Highway, Load Range G/H, 15/32"	EA	<u>\$ 184.50</u>
J.	255/70R22.5 Mud and Snow Range H, 22/32"	EA	<u>\$ 136.50</u>

3. Provide a percentage discount from list price for miscellaneous retreads not listed above: 65 %