

Department of Purchasing

100 N. Main Street, 2nd Floor Suffolk, VA 23434 (757) 925-6762 Fax (757) 942-4333

NOTICE OF INTENT TO AWARD

McCarthy Tire Service

1370 Ingleside Road Norfolk VA 23502

Date:

September 5, 2023

Topic:

Intent to Award - Tires and Related Services

This notice of Intent to Award is to McCarthy Tire to provide tires and related services for Suffolk Public Schools based on the lowest responsive and responsible bid received. Performance of all goods and services will be in accordance with the bid pricing submitted and received August 15, 2023, any addenda, and clarifications offered during the bidding process. Please return an acknowledged copy of this award letter within 10 days to the Purchasing Manager.

Anthony W. Hinds, CPPB Purchasing Manager			
<u>A</u> (CCEPTANCE O	F NOTICE	
Receipt of the above NOTICE OF	'AWARD is herel	by acknowledged by:	
-		oy acknowledged by:day of	2023

Wendy Forsman, Chief Financial Officer Dr. Rodney Brown, Chief of Student Services Kevin Privott, Director of Transportation

Tires and Related Services September 5, 2023

TERMS OF THE AGREEMENT

The initial term of this agreement shall begin upon the date of the award and continue through June 30, 2024 after which this agreement may be extended for four (4) additional one-year periods, beginning July 1st and ending June 30th of each year, unless otherwise terminated by either party by giving written notice by May 1st of any given year. The School Board may approve a price increase for each subsequent year. The request shall be presented in writing by April 1st of each year and the cost increases shall not exceed the Consumer Price Index (CPI) as developed by the Bureau of Labor Statistics, U. S. Department of Labor, for all Urban Consumers (CPI-U) south, for the preceding calendar year. Suffolk Public Schools reserves the right to purchase additional equipment and services as needed to meet the intent of the bid as found in Addendum 2 of the Invitation for Bids.

COMPENSATION

Compensation will be provided in accordance with the bid provided by McCarthy Tire Service for each tire. The tire costs and services on the bid form are to be adhered to fully.

NONDISCRIMINATION

- 1. During the performance of this contract, the contractor agrees as follows:
- a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 2. The contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- 3. Suffolk Public Schools does not discriminate against faith-based organizations.

DRUG FREE WORKPLACE

During the performance of this contact, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000.00, so that provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

AUTHORITY TO TRANSACT BUSINESS

Contractor warrants that it is, and for the duration of the Agreement shall remain, authorized to transact business in the Commonwealth of Virginia.

COMPLIANCE WITH LAWS

Contractor agrees to comply with all federal, state, and local laws during the duration of this agreement.

AVAILABILITY OF FUNDS

A contract shall be deemed executory only to the extent of appropriations available to each department for the purchase of such articles or services. The School Board's extended obligations on those contracts, which envision extended funding through successive fiscal periods, shall be contingent upon actual appropriations for the following years.

CONTRACTOR/EMPLOYEE BACKGROUND CERTIFICATION

The required form is filled out and is on file in the Purchasing Office

SUSPENSION OR DISBARMENT

The contractor certifies that they are not suspended or disbarred. Should that status change during the duration of the agreement, the contractor will notify Suffolk Public Schools in writing. Failure to do so, may result in the cancellation of the contract and any subsequent renewals.

IMMIGRATION LAW

Contractor warrants that it does not, and shall not during the performance of this Agreement, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986

SUFFOLK PUBLIC SCHOOLS SPECIFICATIONS/BID FORM

Proposal of	Company of Virginia, Inc.	(hereinafter called the bidder), a corporation, organized
and existing	under the laws of the State of	Virginia

To: The School Board, City of Suffolk, Virginia. The Bidder, in compliance with your invitation or bid to provide **Tires and Related Services**, having carefully examined the Specifications, the undersigned proposes to furnish, the product for the unit price set forth below:

Tires are to bid including delivery, removal of old tire, mounted and with valve stems

No.	Item Description	Estimated Quantity (yearly)	Unit Price	Total Cost	
1.	255/70R 22.5 New (GVWR of 27,500 lbs.) Continental or approved equal	60	\$318	\$19,200	Firestone FS560+
2.	10R22.5 New (GVWR of 29,000 lbs.) Continental or approved equal	60	\$345	\$20,700	Firestone FS561A
3.	11R22.5 New (GVWR of 31,000 lbs.) Continental or approved equal	125	\$335	\$42,500	Firestone FS560+
4.	255/70R 22.5 Recap (GVWR of 27,500 lbs.) Continental or approved equal	125	\$143	\$17,875	Bandag UAP2
5.	10R22.5 Recap (GVWR of 29,000 lbs.) Continental or approved equal	125	\$149	\$18,625	Bandag UAP2
6.	11R22.5 Recap (GVWR of 31,000 lbs.) Continental or approved equal	180	\$162	\$29,160	Bandag UAP2
	Any other miscellaneous charge you require to meet the intent of the bid. This will be required to be included in your final bid price. Please specify below:				
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Total Bid (Basis of Award)

s. 147,315.00

Any items bids using "approved equal" will need to provide technical specifications proving equal or greater specifications.

This bid will be awarded as an all or none bid. Quantities listed are weekly estimates only and may be modified upon mutual agreement.

Pricing is to include delivery to the Central Garage. The address is 120 Forest Glen Drive, Suffolk VA 23434

Tires and Related Services Bid Tabulation August 15, 2023

Bidder Name	Total Bid
Goodyear Tire Co.	167,183.00
GIT The Trucking Tire	160,306.85
Colony Tire	Option 1: 148,812.20 Toyo 2: 167,676,25 Continental 3: 175,933.05 Michelin
Leete Tires Discounters	1. 150,810.25 2. 177,204.15 Goddyear 3. 190,524.85
McCarthy Tire	1. 147,315.00 FIRESTONE 2. 152,335,00 CONTINENTIL

Bid Opened by:

Bid Recorded/Verified by: