TABLE OF CONTENT FOR ADDITIONAL RIDEABLE CONTRACT EXTENSIONS & APPROVAL OF **FY25 FUNDING**

CONSENT AGENDA CONTRACT ATTACHMENTS

Vendor	Expiration Date	Pages
Pinpoint Underground	06/30/2025	2 - 3
Service Tire Truck Center	09/30/2024	4 - 6



LETTER OF RENEWAL IFB # 16-21

May 23, 2024

Pinpoint Underground LLC Attn: Casondra Johnson 6231 Crain Highway Upper Marlboro, MD 20772

Dear Casondra Johnson,

I am writing regarding Pinpoint Underground LLC. agreement with the City of Rockville for Utility Locating Services under IFB 16-21. Our records indicate that this agreement may be extended for two (2) additional one-year terms. The City's Public Works Department would like to renew the next option year through June 30, 2025.

Please confirm that your company agrees to renew this contract by placing a check mark by the following statement and having an authorized agent of Pinpoint Underground LLC. sign below.

Upon execution of this document please e-mail a copy to my attention at the e-mail address provided below and copy my co-worker (Bridget Baker) at <u>bbaker@rockvillemd.gov</u>.

In the event your company does not wish to renew this agreement further, please reply in writing, on your company's letterhead; and the contract will expire on July 1,2024.

If you have any questions, feel free to contact me at (240) 314-8431.

Sincerely,

Rejna Wawingson

Regina Washington Senior Buyer City of Rockville Procurement Division 111 Maryland Avenue Rockville, MD 20850-2364 Phone: (240) 314-8431

Fax: (240) 314-9321

E-Mail: rwashington@rockvillemd.gov

ATTACHMENT A AFFIDAVIT

Thereby affirm that: I am the Owner and the duly authorized representative of the firm of whose address is Laboratory to make this affidavit on behalf of myself and the firm for which I am acting.
I further affirm:

AFFIDAVIT OF QUALIFICATION TO CONTRACT WITH A PUBLIC BODY

- 1. Except as described in Paragraph 2 below, neither I nor the above firm no, to the best of my knowledge, any of its controlling stockholders, officers, directors, or partners, performing contracts with any public body (the State or any unit thereof, or any local governmental entity in the state, including any bi-county or multi-county entity), has:
 - A. been convicted under the laws of the State of Maryland, any other state, or the United States of any of the following:
 - (1) bribery, attempted bribery, or conspiracy to bribe.
 - (2) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract.
 - (3) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property.
 - (4) a criminal violation of an anti-trust statute.
 - (5) a violation of the Racketeer Influenced and Corrupt Organization act, or the Mail Fraud Act, for acts in connection with the submission of bids or proposals for a public or private contract.
 - (6) a violation of Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland.
 - (7) conspiracy to commit any of the foregoing.
 - B. pled noto contendere to, or received probation before verdict for, a charge of any offense set forth in subsection A of this paragraph.
- C. been found civilly liable under an anti-trust statute of the State of Maryland, another state, or the United States for acts or omissions in connection with the submission of bids or proposals for a public or private contract.
- D. during the course of an official investigation or other proceeding, admitted, in writing or under oath, an act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection A or C of this paragraph.
- 2. [State "none," or as appropriate, list any conviction, plea or admission as described in Paragraph 1 above, with the date, court, official or administrative body, the individuals involved and their position with the firm, and the sentence or disposition, if any].
- 3. I further affirm that neither I nor the above firm shall knowingly enter into a contract with the Mayor and Council of Rockville under which a person or business debarred or suspended from contracting with a public body under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland, will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

I acknowledge that this Affidavit is to be furnished to the Mayor and Council of Rockville and, where appropriate, to the State Board of Public Works and to the Attorney General. I acknowledge that I am executing this Affidavit in compliance with the provisions of Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland which provides that persons who have engaged in certain prohibited activity may be disqualified, either by operation in law or after a hearing, from entering into contracts with the Mayor and Council of Rockville. I further acknowledge that if the representations set forth in this Affidavit are not true and correct, the Mayor and Council of Rockville may terminate any contract awarded and take any other appropriate action.

NON—COLLUSION AFFIDAVIT

- 1. Am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
- 2. Such bid is genuine and is not a collusive or sham bid
- 3. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Mayor and Council of Rockville, Maryland (Local Public Agency) or any person interested in the proposed Contract; and
- 4. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant. I do solemnly declare and affirm under the penalties of perjury that the contents of these affidavits are true and correct.

COMPLETE AND RETURN WITH BID

DocuSign Envelope ID: 2C01DCF9-8828-42E1-BD5D-C4DEFA8E32F2



County of Fairfax, Virginia

NOTICE OF AWARD

Date of Award: 10/1/2021

CONTRACT TITLE:

New Tires, Tubes, and Services

CONTRACT NUMBER(S):

See Below

CONTRACT TYPE:

Requirement (RQ)

RFx NUMBER:

IFB 200003336

NIGP CODE:

86305

CONTRACT PERIOD:

Three Years from the Date of Award Expires 09/30/2024

RENEWALS:

Two (2) One-Year Options

SUPERSEDES CONTRACT:

4400006703, 4400006704, 4400006705, 4400006706

<u>SECONDARY SOURCE AWARD FOR GROUP VI ONLY</u> - Please note that secondary source (see the attached pricing schedule) 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.

CONTRACTOR'S NAME AND ADDRESS:

SUPPLIER CODE:

1000011957

CONTRACT NO: 4400010755

Alban Tire Corporation 7244 Boudinot Drive

7244 Boudinot Drive Springfield, VA 22150

Contact:

Keith McMichael

Telephone:

703-455-9300

Email:

kmcmichael@albantire.com

AFTER HRS EMERGENCY CONTACT:

After Hours Phone: 703-906-6224 Keith McMichael: 571-244-5715

Response Time: 2 Hours

FIELD SUPPORT: 703-455-9300

BUSINESS HOURS: Mon-Fri 7 A.M to 5 P.M.

DELIVERY/ SERVICE: 6 Hours after receipt of order (ARO)

2 Hours response for service

Department of Procurement & Material Management

12000 Government Center Parkway, Suite 427 Fairfax, VA 22035-0013

Website: www.fairfaxcounty.gov/procurement

Phone 703-324-3201, TTY: 711, Fax: 703-324-3228

DocuSign Envelope ID: 2C01DCF9-8828-42E1-BD5D-C4DEFA8E32F2

Notice of Award NEW TIRES, TUBES AND SERVICE

Page 3

FIELD SUPPORT:

Tech Support: 703-753-6400 Placing Orders: 301-694-0983

BUSINESS HOURS: Mon-

Mon-Fri 12:00 A.M. to 11:59 P.M. Weekends 12:00 A.M. to 11:59 P.M.

DELIVERY/ SERVICE: 4 Hours after receipt of order (ARO)

2 Hours response for service

CONTRACTOR'S NAME AND ADDRESS:

<u>SUPPLIER CODE</u>: 1000032650

CONTRACT NO: 4400010758

Service Tire Truck Center

2255 Avenue A Bethlehem, PA 18017

Contact: Fernando Espinoza Telephone: 703-530-8473 Email: <u>fespinoza@sttc.com</u>

AFTER HRS EMERGENCY CONTACT:

After hours service: 703-530-8473 Fernando Espinoza: 571-364-2113

Response Time: 8 Hours ARO; 2 Hour response for service

FIELD SUPPORT: 800-684-8473

BUSINESS HOURS: Mon-Fri 7:30 A.M. to 5 P.M.

DELIVERY/ SERVICE: 8 Hours after receipt of order (ARO)

2 Hours response for service

TERMS: Net 30

FOB: Destination

PRICES: See Attached Pricing Schedule

<u>DPMM CONTACT</u>: Krystyna Watts, Contract Specialist I

Telephone: (703) 324-3279 Fax: (703) 324-3228

E-mail: Krystyna.Watts@fairfaxcounty.gov

DocuSign Envelope ID: 2C01DCF9-8828-42E1-BD5D-C4DEFA8E32F2

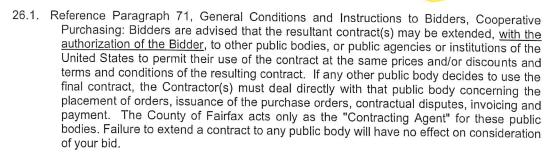
IFB 2000003336

SPECIAL PROVISIONS

25. SUBCONTRACTING:

25.1. If one or more subcontractors are required, the Contractor is encouraged to utilize small, minority-owned, and women-owned business enterprises. For assistance in finding subcontractors, contact the Virginia Department of Small Business and Supplier Diversity https://www.dbsd.virginia.gov; local chambers of commerce and other business organizations.

26. USE OF CONTRACT BY OTHER PUBLIC BODIES:



- 26.2. It is the Contractors responsibility to notify the public body(s) of the availability of the contract(s).
- 26.3. Other public bodies desiring to use this contract must make their own legal determination as to whether the use of this contract is consistent with their laws, regulations, and other policies.
- 26.4. Each public body has the option of executing a separate contract with the Contractor(s). Public bodies may add terms and conditions required by statute, ordinances, and regulations, to the extent that they do not conflict with the contract's terms and conditions. If, when preparing such a contract, the general terms and conditions of a public body are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that public body.
- 26.5. Fairfax County shall not be held liable for any costs or damages incurred by another public body as a result of any award extended to that public body by the Contractor.

27. NEWS RELEASES BY VENDORS:

27.1. As a matter of policy, the County does not endorse the products or services of a Contractor. A Contractor will not make news releases concerning any resultant contract from this solicitation without the prior written approval of the County. All proposed news releases will be routed to the Purchasing Agent for review and approval.

28. <u>AMERICANS WITH DISABILITIES ACT REQUIREMENTS</u>:

28.1. Fairfax County is committed to a policy of nondiscrimination in all County programs, services, and activities and will provide reasonable accommodations upon request. Bidders requesting special accommodations should call the Department ADA representative (703) 324-3201 or TTY 711. Please allow seven (7) working days in advance of the event to make the necessary arrangements.