



## Department of Purchasing

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

### NOTICE OF INTENT TO AWARD

**TO:** The LandTek Group, Inc.  
105 Sweeneydale Avenue  
Bay Shore, NY 11706

**Date:** January 31, 2022

**Topic:** Invitation to Bid 1778 – Lakeland High School Turf Field

This notice of award is to LandTek Group Inc to construct a turf field at Lakeland High School for Suffolk Public Schools on the basis of lowest responsive and responsible bid. Performance of all services and pricing related to this award shall be in accordance with any addendums, clarifications, and your price proposal dated January 14, 2022. Final approval of the contract is contingent on the affirmative vote of the School Board at their February 10, 2022 meeting. A notice to proceed will be sent upon affirmative vote of the School Board. If you have any questions concerning this matter, please contact me. Please return an acknowledged copy of this **NOTICE OF AWARD** to the **PURCHASING MANAGER** at the above address within ten (10) calendar days.

Dated this 31<sup>st</sup> day of January, 2022

By:

Anthony W. Hinds, CPPB  
Purchasing Manager

### ACCEPTANCE OF NOTICE

Receipt of the above **NOTICE OF AWARD** is hereby acknowledged by:

LandTek Group, Inc. this the \_\_\_\_\_ day of \_\_\_\_\_ 2022.

By \_\_\_\_\_ Title \_\_\_\_\_

Copies: Dr. John B. Gordon III, Superintendent  
Wendy Forsman, Executive Director of Finance  
Terry Napier, Director of Facilities

**Lakeland High School Field**  
**January 31, 2022**

**TERMS OF THE AGREEMENT**

The agreement will be ruled by the bid documents and the laws of the Commonwealth of Virginia. Upon award of the contract, contractor shall produce Payment and Performance Bonds equal to the total amount of the award.

In accordance with the Code of Virginia § 2.2-4318, and by mutual agreement, the bid documents and subsequent award are modified to include the following deductions:

1. \$25,000 by adding 30 days to substantial and final completion dates.
2. \$20,000 by removing the John Deere (or equivalent) equipment
3. \$10,000 in additional discount from low bidder (other efficiencies found)
4. \$5,500 deduct from manufacturer of the shock pad
5. \$10,000 to meet the written specification of the goal package

Total deductions from original bid: \$70,500

**COMPENSATION**

**The awarded amount for this project is: \$1,711,500. The amount will be paid monthly via payment applications.**

**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.

## **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.

## **DRUG FREE WORKPLACE**

During the performance of this contract, 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.

## **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

## **CONTRACTORS RESPONSIBILITY**

Contractors must fill out the Contractor/Employee Certification form upon starting work.  
Contractors must also wear proper identification at all times that they are indeed contractors and will follow the security protocols at the school.

Initial \_\_\_\_\_

Date \_\_\_\_\_

# Bid Tabulation – Lakeland High School Turf Field

Bidder Name	Bid Bond (Yes or No)	Base Bid	Bid Alternate 1	Bid Alternate 2
AstroTurf Corporation	Yes	\$1,938,311.	\$ 58,336.	\$ 25,477.
R.A.D. Sports	Yes	\$1,897,090.	\$ 127,050.	\$ 26,275.
The LandTek Group	Yes	\$ 1,782,000.	\$ 69,500.	\$ 24,000.

Apparent low bid \$ 1,782,000.

Apparent low bidder The LandTek Group

Opened by: Anthony Flores

Witnessed by: Paul Bates