

## **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

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The LandTek Group, Inc 105 Sweeneydale Avenue

Bay Shore, NY 11706

Date:

June 27, 2022

Topic:

Invitation to Bid 1782 - Nansemond River High School Turf Field

This notice of award is to The LandTek Group, Inc. to construct a turf field at Nansemond River High School Suffolk Public Schools on the basis of the remaining 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 bid dated June 22, 2022. A notice to proceed will be issued by no later than July 8, 2022. 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 23 <sup>rd</sup> day of June, 2022		
By:		
Author Hins		
Anthony W. Hinds, CPPB Purchasing Manager		

## **ACCEPTANCE OF NOTICE**

Receipt of the above NOTIC	E OF AWARD is	hereby acknowledged by:	
The LandTek Group, Inc.	this the	day of	2022.
Ву		Title	

Copies:

Dr. John B. Gordon III, Superintendent

Wendy Forsman, Executive Director of Finance

Terry Napier, Director of Facilities

## 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. A certificate of insurance naming Suffolk Public Schools as an additional insured.

## COMPENSATION

The awarded amount for this project is: \$1,843,000. 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 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.

## **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			



## Suffolk, Virginia 23434 100 N. Main Street **Purchasing**

# 1782B Nansemond River High School Turf Field

## June 27, 2022

Bidder	Bid Bond Yes/No	Bid Amount
GTR	YES	\$2,180,085.00
ASTRO TURF	YES	\$2,055,672.00
BURKE	YES	\$1,599,675.00
CONSTRUCTION*		
LANDTEK GROUP	YES	\$1,843,000.00

\*Burke Construction – withdrew bid

Intent to Award: Landtek Group in response to their submittal on the above IFB, subject to all conditions and requirements of the solicitation.

Opened by:

Verified by: \_

## 1782B Nansemond River High School Turf Field

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GTR	Yes	# 2,180,085,00
Asto Turt	Yes	# 2,055,672,00
Burke Construction	/es	\$1,599,675,00
Landteck Group	1/65	#1,843,000.00

Opened by: Anney

Verified by: