



## 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:** M.B. Kahn Construction Company Inc.  
1711 Mediterranean Avenue  
Virginia Beach, VA 23451

**Date:** September 14, 2023

**Topic:** New John F. Kennedy Middle School – IFB 1814

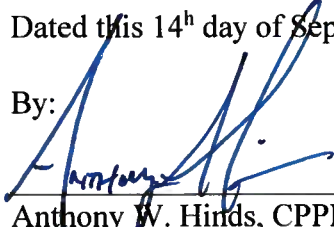
This notice of award is to provide the referenced services for Suffolk Public Schools on the basis of the lowest responsive and responsible bidder as per the Code of Virginia § 2.2-4302.1. Performance of all services and pricing related to this award shall be in accordance with the Invitation to Bids, any addendums, clarifications, your bid and subsequent negotiations/value engineered items. If you have any questions concerning this matter, please contact me. Please return an acknowledged copy of this **NOTICE OF INTENT TO AWARD** to the **PURCHASING MANAGER** at the above address within ten (10) calendar days.

This intent is contingent upon the affirmative School Board vote and transfers of required funding from the Suffolk City Council.

A contract will be issue as a part of this award.

Dated this 14<sup>th</sup> day of September, 2023

By:

  
\_\_\_\_\_  
Anthony W. Hinds, CPPB  
Purchasing Manager

### ACCEPTANCE OF NOTICE

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

M.B.Kahn Construction Company Inc. this the \_\_\_\_\_ day of \_\_\_\_\_ 2023.

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

Copies: Dr. John B. Gordon III, Superintendent  
Wendy Forsman, Chief Financial Officer  
Mr. Terry Napier, Director of Facilities

**New John F. Kennedy Middle School – IFB 1814**  
**September 14, 2023**

**TERMS OF THE AGREEMENT**

The School Board, through its appropriation from the Suffolk City Council will pay a sum of \$61,350,200 to construct new John F. Kennedy Middle School in accordance with Bid 1814 and supporting documents. A contract will be provided for execution from both parties listing and incorporating the bid, addenda, clarifications and listing in detail the value engineering/negotiations, formally amending the requirements for those items originally found in the Invitation for Bids.

**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 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.

## **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

Initial \_\_\_\_\_

Date \_\_\_\_\_



PROJECT: 22223-00  
JOHN F. KENNEDY MIDDLE SCHOOL  
SUFFOLK PUBLIC SCHOOLS

ADDENDUM: No. 1, DATED AUGUST 16, 2023  
ADDENDUM: No. 2, DATED AUGUST 22, 2023  
ADDENDUM: No. 3, DATED AUGUST 23, 2023

[illegible]