

# **Department of Purchasing**

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

### NOTICE OF AWARD

TO:

Becker's Piano Tuning 1532 Waterside Drive N. Chesapeake VA 233208

Date:

April 12, 2021

Topic:

Piano Tuning and Repairs

This notice of award is to Becker's Piano Tuning to provide Piano Tuning and Repairs for Suffolk Public Schools on the basis of lowest responsive and responsible quote. Performance of all services and pricing related to this award shall be in accordance with any addendums, clarifications, and your quote dated March 19, 2021. 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.

By:

Anthony W. Hinds, CPPB
Purchasing Manager

## **ACCEPTANCE OF NOTICE**

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

Becker's	Piano Tuning	this the	day of	2021.
Ву		Title	2	
Copies:		lon III, Superintendent , Executive Director of	Finance	

Keesha Hicks, Administrative Assistant (Instruction)

# Piano Tuning and Repairs April 12, 2021

#### TERMS OF THE AGREEMENT

The initial term of this agreement shall begin on July 1, 2021 and continue through June 30, 2022 after which this agreement will automatically be extended for four (4) additional one-year periods, beginning July 1<sup>st</sup> and ending June 30<sup>th</sup> of each year, unless otherwise terminated by either party by giving written notice prior to May 1<sup>st</sup> of each year. The School Board may approve a price increase based on the Consumer Price Index at the beginning of each year of the contract. Any request for price increases must be submitted in writing by April 1<sup>st</sup> of each subsequent year.

## **COST PER TUNING**

The cost per tuning for this agreement is \$70.00 per tuning

#### ADDITIONAL REPAIRS

The school division has the right to purchase related services on an as needed basis at a negotiated rate to meet the intent of maintaining the investment of the school division. Additional repairs must be approved at the school division level prior to the work.

#### **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

Upon award, the contractor and any employee who will have direct contact with students shall provide certification that (i) he has not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; and (ii) whether he has been convicted of a crime of moral turpitude.

Any person making a materially false statement regarding such offense shall be guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services.

#### **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

<b>Initial</b>	_	
Date		_