

# **Department of Purchasing**

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

# INTENT TO AWARD

TO:

Z Artis Septic Tank Cleaning Company

1821 Nansemond Parkway

Suffolk VA 23434

Date:

July 6, 2022

**Topic:** 

Copies:

**Invitation to Bid Sewage and Grease Tap Pumping Services** 

This notice of award is to Z Artis Septic Tank Cleaning Company to provide sewage and grease trap pumping services 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 March 1, 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.

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Dated this 6th day of July, 2022				
Anthony W. Hinds, CPPB Purchasing Manager				
ACCEPTANCE OF NOTICE				
Receipt of the above <b>NOTICE OF AWARD</b> is hereby acknowledged by:				
Z Artis Septic Tank Cleaning Company this the	day of2022	<u>)</u> .		
By	Title	_		

Dr. John B. Gordon III, Superintendent

Terry Napier, Director of Facilities

Wendy Forsman, Executive Director of Finance

#### TERMS OF THE AGREEMENT

It is the intent of Suffolk Public Schools to establish a term contract(s) to provide sewage and grease trap pumping services on an as needed basis as a result of this bid. Notification to the successful bidder shall be made in writing immediately following the award. The initial term of this agreement shall begin July 1, 2022 and continue through June 30, 2023. This contract shall automatically be renewed for four (4) additional one-year periods, beginning on June 1<sup>st</sup> and ending on May 31<sup>st</sup> of each subsequent year unless otherwise terminated by either party by giving written notice by April 1<sup>st</sup>. The School Board may approve a price increase for each subsequent year. This request shall be presented in writing by April 1<sup>st</sup> of each year and the cost increases shall not exceed the Consumer Price Index (CPI) as developed by the Bureau of Labor Statistics U. S. Department of Labor, for all Urban Consumers (CPI-U) South, for the preceding calendar year.

#### **COMPENSATION**

.305 per the bid price per gallong

# **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		

# **Bid Tabulation - Provide Sewage and Grease Trap Pumping Services**

BIDDER	COST PER GALLON	
JCI Environmental	0.449	
Richardson Waste Disposal	0.49	
Goodman Septic Tank Service	0.6	
Z Artis	0.305	

Lowest Responsive Bidder: Z Artis

Term award to Z Artis on the basis of lowest responsive and responsible bidder

Anthony Minds

Purchasing Manager