



# Department of Purchasing

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

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POSTED  
[Signature]

## INTENT TO AWARD

**TO:** Oak Ridge Enterprise  
PO Box 631  
Wakefield VA 23830


**Date:** November 3, 2022

**Topic:** Provide Stormwater Pond Management

This notice of award is to Oak Ridge Enterprise to provide stormwater pond management services for School Suffolk Public Schools on the basis of the lowest responsive and responsible bidder. Performance of all services and pricing related to this award shall be in accordance with any addendums, clarifications, and your bid dated July 20, 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 3rd day of November, 2022

By:

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

## ACCEPTANCE OF NOTICE

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

Oak Ridge Enterprise this the \_\_\_\_\_ day of \_\_\_\_\_ 2022.

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

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

## **TERMS OF THE AGREEMENT**

The initial term of this agreement shall begin upon award and continue through June 30, 2023. This contract shall automatically be renewed for four (4) additional one-year periods, beginning on July 1<sup>st</sup> and ending on June 30<sup>th</sup> of each subsequent year unless otherwise terminated by either party by giving written notice by May 1<sup>st</sup>. The Board may approve a price increase each subsequent year. This request shall be presented in writing 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. Suffolk Public Schools reserves the right to negotiate for additional years to ensure the continuity of services. The school Board reserves the right to purchase additional services to meet the intent of this Invitation for Bids using the hourly rates and markup as the basis for such addition.

## **COMPENSATION**

**\$4,144.00 per month**

**Additional services per hour: \$240.00**

**Markup on Materials: 35%**

## **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**

| BIDDER               | AMOUNT     |
|----------------------|------------|
| Oak Ridge Enterprise | \$4,144.00 |
| Venson               | \$7,293.00 |
| Tidewater Landscape  | \$6888.46  |

Awarded to: Oak Ridge Enterprise

Basis: Lowest Responsive and Responsible Bidder