



## Department of Purchasing

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

MAR 03 22 PM 5:07

POSTED  
*[Signature]*

### NOTICE OF INTENT TO AWARD

**TO:** Northeast Contracting Corporation  
7220 Lockport Place  
Lorton, VA 22079

**Date:** March 3, 2022

**Topic:** **Invitation to Bid 1779 – Three Schools Reroof, Oakland Elementary School, Mack Benn Jr. Elementary School, and Northern Shores Elementary School**

This notice of award is to Northeast Contracting Corporation to construct reroofing projects at Oakland Elementary School and Mack Benn Jr. Elementary School for Suffolk Public Schools on the basis of 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. Final approval of the contract is contingent on the affirmative vote of the School Board at their March 10, 2022 meeting. A notice to proceed will be sent upon affirmative vote of the School Board. 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 3<sup>rd</sup> day of March, 2022

By:

*[Signature]*  
\_\_\_\_\_  
Anthony W. Hinds, CPPB  
Purchasing Manager

### ACCEPTANCE OF NOTICE

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

Northeast Contracting Corporation this the \_\_\_\_\_ day of \_\_\_\_\_ 2022.

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

Copies: Dr. John B. Gordon III, Superintendent  
Wendy Forsman, Executive Director of Finance  
Terry Napier, Director of Facilities

**Invitation to Bid 1779 – Three Schools Reroof, Oakland Elementary School, Mack Benn Jr. Elementary School, and Northern Shores Elementary School**

**March 3, 2022**

**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.

**COMPENSATION**

**The awarded amount for this project is: \$2,746,300. 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 \_\_\_\_\_



## 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:** Roof Services a Tecta America Company, LLC  
3056 Holland Road  
Virginia Beach, VA 23453

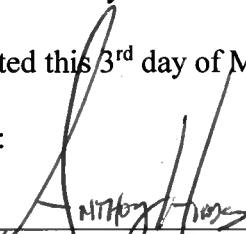
**Date:** March 3, 2022

**Topic:** Invitation to Bid 1779 – Three Schools Reroof, Oakland Elementary School, Mack Benn Jr. Elementary School, and Northern Shores Elementary School

This notice of award is to Roof Services a Tecta America Company, LLC to construct a reroofing project at Northern Shores Elementary School for Suffolk Public Schools on the basis of 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 2, 2022. Final approval of the contract is contingent on the affirmative vote of the School Board at their March 10, 2022 meeting. A notice to proceed will be sent upon affirmative vote of the School Board. 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 3<sup>rd</sup> day of March, 2022

By:

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

### ACCEPTANCE OF NOTICE

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

Roof Services a Tecta America Company, LLC this the \_\_\_\_\_ day \_\_\_\_\_ 2022.

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

Copies: Dr. John B. Gordon III, Superintendent  
Wendy Forsman, Executive Director of Finance  
Terry Napier, Director of Facilities

**Invitation to Bid 1779 – Three Schools Reroof, Oakland Elementary School, Mack Benn Jr. Elementary School, and Northern Shores Elementary School**

**March 3, 2022**

**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.

**COMPENSATION**

**The awarded amount for this project is: \$1,551,434. 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 \_\_\_\_\_

SPS Three School Re-Roof Bid Tabulation

Bidder Name	Bid Bond YES/NO	Base Bid #1 Oakland Elementary	Base Bid #2 Mack Benn	Base Bid #3 Northern Shores Elementary	Base Bid #4 Three Combined
Roof Services	Yes, for all four bids	\$1,451,538	\$1,796,410	\$1,551,434	\$4,624,117
Northeast	Yes, for all four bids	\$1,183,700	\$1,562,600	\$1,578,800	\$4,741,400
BA Construction and Finance Group*	One business check for \$50,000 for four bids	\$967,670	\$1,254,017	\$1,165,939	\$3,325,626

\* Bid considered non-responsive based on the following:

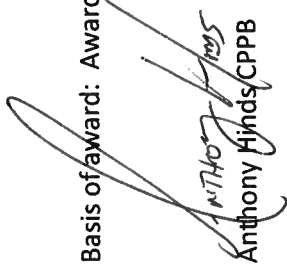
Failure to provide bonding or checks for all bids submitted per Addendum 2 also found in VA Code § 2.2-4336

Failure to provide certified funds or cashier's check per bid documents and VA Code § 2.2-4338

Intent to award the following: Northeast Base bid 1 and Base bid 2 - \$2,746,300

Roof Services Base bid 3 - \$1,551,434

Basis of award: Award by line as allowed by bid documents for a total of \$4,297,734.00

  
Anthony Hinds/CPFB

SPS Three School Re-Roof Bid Tabulation

Bidder Name	Bid Bond YES/NO	Base Bid #1	MB Base Bid #2	NSES Base Bid #3	COMBINED Base Bid #4
ROOF SERV. (TECTA)	✓	1,451,538	1,796,410	1,551,434	4,624,117
NORTHEAST CONTR. CO.	✓	1,183,700	1,562,600	1,578,800	4,741,400
BA CONSTR.	✓ \$50K CHK	<del>967,670</del> 967,670	1,254,017	1,165,939	3,325,626

Bids Opened By: A.H. Anthony Harris SPS

Verified By: Anthony Harris PRMM