



Purchasing Department
P. O. Box 13145 • Roanoke, VA 24031
(540) 853-1348 • Fax (540) 853-2836

May 2, 2024

**INVITATION FOR BID
IFB 3131**

Notice is hereby given of the intention of the School Board of the City of Roanoke, Virginia (“Owner”), to solicit bids to contract for:

PATRICK HENRY HIGH SCHOOL – LOWER PRACTICE FIELD REGRADING AND REHABILITATION

Delivery of Bid: It is the responsibility of the vendor to assure that its Bid is delivered to the place designated for receipt of bids and by the time set for receipt of bids. No bids received after the time designated for receipt of Bids will be considered. Bids must be in the hands of the officer or agent of the Owner whose duty it is to receive them by the time specified. The officer or agent of the Owner whose duty it is to receive Bids will decide when the specified time has arrived and will determine if the Bid was in their possession by that time.

For hand delivered Bids, sufficient time must be allowed for the building receptionist to contact the Purchasing Department. Receptionist will not be responsible for last minute arrivals or late Bids.

Due Date and Time: May 30, 2024, 3:00 P.M.

Location: Purchasing Department, Roanoke City Public Schools, 40 Douglass Avenue NW, Roanoke, VA 24012.

Bids will be publicly opened and read aloud on May 30, 2024, 3:30 P.M. @ Roanoke City Public Schools Administration Building located at 40 Douglass Avenue NW, Roanoke, VA 24012. In the event that School Board offices are closed due to inclement weather and/or emergency situations prior to or at the time set aside for Bids, the published due date will default to the next open business day at the same time.

Announcement of Award: Upon the award or the announcement of the decision to award a contract as a result of this Invitation for Bid, the Director of Purchasing will publicly post such notice on the Roanoke City Public School’s web site (<https://www.rcps.info/Page/262> , **Click on Awards**) for a minimum 10 day period.

ROANOKE CITY SCHOOL BOARD
Eric Thornton
Director of Purchasing

Electronic Invitation to Bid/RFP Retrieval Instructions: **Full copies of Requests for Proposals, Bids, and Addenda must be retrieved over the Internet at the following address: <https://www.rcps.info/Page/262>. Click on *Bids, RFPs, and Cancellations*.**

THIS PUBLIC BODY DOES NOT DISCRIMINATE AGAINST FAITH-BASED ORGANIZATIONS.

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IFB 3131

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Exhibit 1 - Aerial View of Work Site

Attachment 1 – Drawings and Specifications

I. PURPOSE

The purpose of this Invitation for Bid is for Roanoke City Public Schools (“RCPS”, “Owner”) to procure a Contractor (“Offeror”) to provide all materials and labor for lower practice field regrading and rehabilitation at Patrick Henry High School, located at 2102 Grandin Road SW, Roanoke, VA 24015.

II. BACKGROUND

There is a need for regrading and rehabilitation of the lower practice field located at Patrick Henry High School. The total area is approximately 62,260 **square feet**. However, it is the contractor’s responsibility to verify the square footage of each area and the total square footage.

III. SCOPE OF WORK

RCPS requests Bids from Offerors to provide the most practical, time-effective, and cost-efficient solution for the lower practice field regrading and rehabilitation at Patrick Henry High School (the “Project”).

The description of services in this IFB shall establish minimum requirements and expectations. RCPS reserves the right to waive any or all requirements specified herein.

1. Provide all labor, materials, equipment, and supervision necessary for the completion of the work described in this IFB. Any and all permits issued by the City of Roanoke or state and federal are required to be included in the lump sum bid.
2. Aerial views and details of the Project worksite are available in **Exhibit 1** to this IFB.
3. Bids shall be based on the drawings and specifications (“Construction Documents”) provided by Caldwell White and Associates dated April 25, 2024 (**Attachment 1**).
4. Construction Documents are available via the Purchasing Department website, <https://www.rcps.info/Page/262>, for printing at Bidder’s discretion.
5. Work on the project site can begin on June 6, 2024, and must be substantially completed by August 30, 2024.

IV. PROJECT REQUIREMENTS

All work shall be in accordance with the Construction Documents which are listed in “**Event Officials’ Parking and Lower Practice Field Regrading – Patrick Henry High School**” (**Attachment 1**).

1. Job Schedule

TIME IS OF THE ESSENCE, and job schedule durations for any given task within the job schedule will not preclude RCPS from requiring the Contractor to furnish additional workmen and/or equipment to the Project at no additional cost to RCPS if, in the opinion of the Architect or RCPS, some tasks are slipping in duration and insufficient workmen are assigned to the job to finish each task on time or early. The contractor shall direct and coordinate all work performed by his forces and those of

any subcontractors in his employ to assure the orderly and timely completion of the work. The work on the project can start after a formal agreement is reached.

Substantial Completion for IFB 3131 must be achieved no later than August 30, 2024. If the Contractor is unable to achieve Substantial Completion for the project by August 30, 2024, the Contractor shall pay to the Owner, not as a penalty, however as liquidated damages for breach of Contract, one thousand dollars (\$1,000) per calendar day. **Substantial completion means the project, or a portion of the project, is fit for its intended use as a practice field once the field turf has been completed and established.**

**The Owner will consider any request made by the Contractor to extend the Contractor's time for performance of the work and may grant reasonable time extensions when delays in the Contractor's work performance are directly caused by supply chain delays, if the Contractor has provided the Owner with (i) reasonable notice in advance that its work is being impacted by supply chain delays; (ii) adequate verification to support the Contractor's claim; and (iii) written certification that any delay in its performance of this Contract is beyond the Contractor's control and not the result of actions or any failure to act by the Contractor.*

2. **Clean Up**

During the course of construction, the Contractor shall maintain the Project in a clean and orderly condition and shall remove waste materials from the Project. In addition to any specific directions from the Owner, a daily clean-up is a mandatory requirement throughout the course of the Project. If Contractor fails to clean up daily, after being warned by the owner, at the weekly meeting or in writing, and after the passage of 24 hours, RCPS will perform the necessary clean-up and the cost of this clean-up will be deducted from future payments due the Contractor at the rate of \$45 per man-hour, or the actual cost of clean-up, plus 15%, whichever is higher, and/or may charge a daily fine of \$100.00 per day until the clean-up is complete. Upon completion of the Work under the Contract, the Contractor shall remove from the Project all temporary structures, debris, and waste incident to its operation and clean all surfaces, fixtures, equipment, etc., related to the performance of the Contract. If the Contractor fails to perform this final clean-up within two (2) working days, or sooner if required for safety and/or health reasons, after notification by the Architect to do so, RCPS will perform the necessary clean-up and the cost of this clean-up will be deducted from future payments due the Contractor at the rate of \$45.00 per man-hour, and/or \$1,000.00 per day until the clean-up is complete.

3. **Safety**

Contractor shall, at its own expense, conform to any basic safety policy of RCPS, and shall comply with all applicable Federal, State or Local safety rules, standards, regulations and record keeping requirements. If Contractor fails to remedy noted safety issues daily, after being warned by the Architect, at the weekly meeting or in writing, and after the passage of 24 hours, RCPS will perform the necessary safety work and the cost of this work will be deducted from future payments due the Contractor at the rate of \$45 per man-hour, or the actual cost of the work plus 15%, whichever is higher, and/or may charge a daily fine of \$1,000.00 per day until the work is complete. Contractor shall inform all of his employees of any RCPS's policy on safety and that all safety-related policies and regulations should be implemented. Contractor agrees to defend and to be solely responsible for all citations, assessments, fines, or penalties which may be received or incurred by reason of Contractor's failure or the failure of the Contractor's agents, employees, suppliers or subcontractors to comply with safety standards, rules, regulations and requirements.

4. Coordination of its Work with Others

The Owner may award separate contracts for performance of certain other construction operations during this contract. Those operations may be scheduled to take place while work under this Contract is under way. The Contractor shall coordinate with the Owner and his direct contractors so that all work can be completed in a timely and efficient manner.

5. Bonds

The following bonds are required for construction projects over \$100,000:

1. A bid bond must be submitted with each bid as a guarantee that if the contract is awarded to the Offeror, Offeror will enter into the contract for the work stated in the IFB. Bids not accompanied by a bid bond will be rejected.
2. A performance bond to assure strict conformity to plans and specifications.
3. A payment bond to assure payment of labor and materials to suppliers and subcontractors.
4. Contractor is to be responsible for payment of all bonds relating to work quality, erosion control, permits/fees to reviewing agencies as needed.

6. Contractor agrees as follows:

- A. Contractor shall cooperate with the RCPS and all others whose work may Interface or interfere with Contractor's Work; before proceeding with Contractor's Work, or any portion thereof, Contractor shall review all job conditions and thoroughly inspect all prior Work of previous Contractors and others. Contractor shall notify the Architect and RCPS, in writing, of any unacceptable conditions, interferences or defective prior Work that would affect the proper and timely execution of Contractor's Work. Unless such notice is given, Contractor shall be deemed to have fully accepted the conditions as they exist and shall be fully responsible for any and all expenses, losses or damages resulting from said conditions; unless, such conditions as would affect the Contractor's work are not reasonably discoverable by Contractor's inspection.
- B. Contractor recognizes that the Job Schedule requires coordination with other trades and agrees to coordinate Contractor's Work with the work of others including work by the Owner's forces or separate contractors. Contractor recognizes that Contractor's Work may not always be performed as a continuous operation.
- C. Contractor shall participate in scheduling meetings to coordinate interrelated and interfacing work of the various Contractors. Should Contractor install any portion of Contractor's Work prior to coordination or in such a manner as to cause interference with the Work of others, Contractor shall, at its own expense, arrange for its removal or modification, or cutting and patching.
- D. Contractor shall be responsible for taking all field measurements necessary to ensure the proper fitting of Contractor's Work with the Work others. Field measurements shall be taken and coordinated in a timely manner to avoid delaying the Job Schedule.
- E. Contractor shall schedule delivery of all materials and equipment to coincide with installation dates established by the Architect in accordance with the Job Schedule.
- F. Contractor shall immediately notify the Architect, in writing, of any change in the delivery status of any of Contractor's materials or equipment; however, such change does not relieve Contractor of its obligations to perform its work in accordance with the Contract.
- G. Contractor shall promptly submit shop drawings, drawings, data, and samples in such detail as required in order to carry on Contractor's Work efficiently and at a speed that

will avoid delay to the Job Schedule and permit coordination of Contractor's Work with the work of others.

- H. Contractor should provide a schedule of work that coincides with project timeline.
- I. **Contract Incorporation:** These terms and conditions are made a part of any resulting contract.

V. CALENDAR OF EVENTS

	Date
Release IFB	05/02/2024
Mandatory pre-bid meeting /site visit	05/07/2024 (10:30 A.M.)
Receive Written Inquiries (no later than) *	05/13/2024 (5:00 P.M.)
Answer Written Inquiries	05/16/2024 (anticipated)
Receive Bids	05/30/2024 (3:00 P.M.)

* Written questions regarding the project may be submitted via e-mail to ethornton@rcps.info . Answers will be posted to the RCP website, <https://www.rcps.info/Page/262>.

VI. PRE-BID MEETING/SITE VISIT

A **MANDATORY** pre-bid meeting/site visit will be conducted May 7, 2024, at 10:30 A.M. at Patrick Henry High School, 2102 Grandin Road SW, Roanoke, VA 24015.

VII. SUBMITTAL REQUIREMENTS

Bids must be submitted on the enclosed Bid Form and signed by an authorized individual of the company. Bids should be sent to:

Eric Thornton, Director of Purchasing
Department of Purchasing
Roanoke City Public Schools
40 Douglass Avenue, NW
Roanoke, VA 24012

Additional Information:

1. Requests for any additional information should be directed to Eric Thornton, Director of Purchasing, at (540) 853-1348. All answers to questions will be posted on the RCPS website at <https://www.rcps.info/Page/262>.
2. All information concerning scheduling of this project and any issues or concerns that may arise on this project are to be directed to Chad Maddox (540) 537-8486, or cmaddox@rcps.info .
3. RCPS encourages use of MBE, WBE, SBE, and Local contractors.
4. The selected Contractor shall supply a "Certificate of Compliance" for all persons working on the project. This includes, however is not limited to, said contractor's employees and any subcontractor's employees.

VIII. GENERAL TERMS AND CONDITIONS

1. **Taxes:** State sales and use tax certificate of exemption, Form ST-12 will be issued upon request, if you do not have same on file. Deliveries against this proposal shall be free of excise or transportation taxes.

2. **Mandatory use of RCPS Forms and Terms and Conditions:** Failure to submit a proposal on the official forms provided for that purpose shall be a cause for rejection of the proposal. Return of the completed document is required. Modification of or additions to any portion of the solicitation may be cause for rejection of the proposal; however, RCPS reserves the right to decide, on a case-by-case basis, in its sole discretion, whether or not to reject such a proposal as non-responsive. Supplementary data and information which respond to inquiries, demonstrate qualifications and expertise, etc., may be attached to the proposal forms.
3. **Precedence of Terms:** Except for Paragraphs 1 and 2 of the General Terms and Conditions for Professional Services, which shall apply in all instances, in the event there is a conflict between the Generals Terms and Conditions for Professional Services and any Special Terms and Conditions used in a particular procurement, the Special Terms and Conditions shall apply.
4. **Default:** In case of failure to deliver the reports, documents, or services in accordance with the contract terms and conditions, RCPS, after due oral and written notice, may procure from other sources and hold Vendor responsible for any resulting additional procurement and administrative. This remedy shall be in addition to any other remedies which RCPS may have incurred.
5. **Assignment of Contract:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of RCPS.
6. **Antitrust:** By entering into a contract, the Offeror conveys, sells, assigns, and transfers to RCPS all rights, title and interest in and to all causes of the action it may now or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by RCPS under said contract.
7. **Ethics in Public Contracting:** By submitting the proposal, all Offerors certify and warrant that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer, or subcontractor in connection with their proposal, and that they have not conferred with any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged.
8. **Anti-Discrimination:** By submitting their proposal, all Offerors certify to RCPS that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, and Section 11-51 of the Virginia Public Procurement Act which provides:
 - A. In every contract over \$10,000, the provisions 1 and 2 below apply:

During the performance of this contract, the contractor agrees as follows:

 1. 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. 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. 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 paragraphs 1, above, in every subcontract or purchase order over \$10,000 so that the provisions will be binding upon each subcontractor or Contractor.
9. **Debarment Status:** By submitting a bid, all Offerors certify that they are not currently debarred from submitting bids on contracts by any agency of the Commonwealth of Virginia, nor are they an agent of any person or entity that is currently debarred from submitting bids on contracts by any agency of the Commonwealth of Virginia.
10. **Applicable Law and Courts:** Any contract resulting from this solicitation shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with applicable federal, state, and local laws and regulations.
11. **Asbestos:** Comply with applicable Federal, State and Local regulations
 - A. Asbestos Hazard Emergency Response Act (AHERA) regulations contained in 40 CFR 763. Title 29, Code of Federal Regulations, Section 1910.134, 1910.1001, 1910.1200, 1926.58, and 1926.1101 of the Occupational Safety and Health Administration (OSHA), US. Department of Labor.
 - B. Title 40, Code of Federal Regulations, EPA workplace guidelines include those pertinent sections of part I and II, EPA Guideline document 560/5-S5-024, "Guidance for Controlling Asbestos Containing Materials in Buildings".
 - C. All State, County, and City codes and ordinances as applicable.

Air sample certification shall be provided prior to substantial completion indicating levels are with the recommendations per local, state, and federal levels for schools.

12. **Lead:** Comply with applicable Federal, State and Local regulations
 - A. Title 29, Code of Federal Regulations (CFR), Occupational Safety and Health Administration (OSHA), U.S. Department of Labor:
 - 1910 General Industry Standards
 - 1910.1025 Lead Standard for General Industry
 - 1910.134 Respiratory Protection
 - 1910.1200 Hazard Communication
 - 1910.245 Specifications for Accident Prevention (Sign and Tags)
 - 1926.62 Lead Exposure in Construction
 - B. Title 40, CFR Part 50, Appendix G, National Ambient Air Quality for Lead.
 - C. ASTM-American Society for Testing Materials.
 - D. ANSI Z288.2.8 Practices for Respiratory Protection.
 - E. ANSI Z9.2 1979 Fundamentals Governing the Design and Operation of Local Exhaust systems.
 - F. United States Housing and Urban Development (HUD) Guidelines for the Evaluation and Control of Lead-Based Paint in Housing, revised, October, 1997.
 - G. Code of Virginia, Lead-Based Paint Activities VAC 15-30-650.
 - H. Virginia Department of Environmental Quality, Hazardous Waste Management regulations 9VAC 20-60-10 thru 1480.
 - I. USEPA 40 CFR Part 260 Hazardous waste management system.
 - J. USEPA 40 CFR Part 261 Identification and listing of hazardous waste.
 - K. USEPA 40 CFR Part 262 Standards applicable to generators of hazardous waste.
 - L. USEPA 40 CFR Part 263 Standards applicable to transporters of hazardous waste.

- M. USEPA 40 CFR Part 264 Standards for owners and operators of hazardous waste treatment, storage, and disposal facilities.
- N. USEPA 40 CFR Part 265 Interim status standards for owners and operators of hazardous waste treatment, storage, and disposal facilities.
- O. USEPA 40 CFR part 266 Standards for the management of specific hazardous wastes and specific types of hazardous waste management facilities.
- P. USEPA 40 CFR Part 267 Interim standards for owners and operators of new hazardous waste land disposal facilities.
- Q. USEPA 40 CFR Part 268 Land disposal restrictions.
- R. USEPA 40 CFR Part 269 EPA administered permit programs: The Hazardous Waste Permit program.
- S. USEPA 40 CFR Part 270 Requirements for authorization of state Hazardous waste Programs.
- T. USEPA 40 CFR Part 270 Approved State hazardous waste management programs.

Air sample certification shall be provided prior to substantial completion indicating levels are with the recommendations per local, state, and federal levels for schools.

13. **Qualifications of Offerors:** RCPS may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the work and the Offeror shall furnish to RCPS all such information and data for this purpose as may be requested. RCPS reserves the right to inspect Offeror's physical plant prior to award to satisfy questions regarding the Offeror's capabilities. RCPS further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy RCPS that such Offeror is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
14. **Anti-Collusion Certification:** By signing the proposal, the Offeror certifies that the proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. The Offeror understands that collusive bidding is a violation of the Virginia Governmental Frauds Act and Federal Law and can result in fines, prison sentences, and civil damage awards. The Offeror agrees to abide by all conditions of the proposal and certifies that the individual signing the proposal is authorized to do so.
15. **Payment Terms:** Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days.
16. **Immigration Reform & Control Act of 1986:** By submitting a proposal, Offerors certify that they do not and will not, during the performance of this contract, employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.
17. **Relationship of Contractor to Owner:** After the Contract for services has been fully executed, the Contractor shall be the professional advisor and consultant to the Owner for technical matters related to the project and shall be responsible directly to and only to the Owner. The Owner shall communicate all approvals, rejections, change requirements and other similar information to the Contractor. The Contractor shall advise the Owner of changes necessary to keep the project within the prescribed area and cost limits.
18. **Code and Regulatory Compliance:** The Contractor is responsible for designing the project and administering the construction phase of the project in accordance with the Virginia Uniform Statewide Building Code, Roanoke City Building Code, and other regulatory requirements applicable to the project. Nothing contained herein shall be construed as relieving any Contractor,

professional design consultant, contractor, supplier, or any other participant from any professional or legal responsibility for performance. Review, comments and approvals by Owner or the staff of RCPS, in no way absolve any other person, firm or corporation involved in a project from their full responsibilities under the applicable laws, codes, and professional practice as required in projects for Roanoke City Public Schools.

19. **Contract Incorporation:** These terms and conditions are made a part of any resulting contract.

IX. SPECIAL TERMS AND CONDITIONS

1. **Insurance:**

Prior to the start of any work under the contract, the Contractor shall provide to RCPS Certificate of Insurance Forms approved by RCPS and maintain such insurance until the completion of all project orders issued under the contract. The minimum limits of liability shall be:

A. Workers' Compensation. Workers' Compensation insurance covering Contractor's statutory obligation under the laws of the Commonwealth of Virginia and Employer's Liability insurance shall be maintained for all its employees engaged in work under this Agreement.

B. Automobile Liability. The minimum limit of liability for automobile liability insurance shall be \$1,000,000 combined single limit applicable to owned or non-owned vehicles

C. Commercial General Liability Broad Form insurance shall insure against all claims, loss, cost, damage, expense, or Contractor's performance under this contract. The minimum limits of liability for this coverage shall be \$2,000,000 combined single limit for any one occurrence.

2. **Audit:** The Offeror agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by RCPS. RCPS shall have full access to and the right to examine any of said materials during said period.

3. **Termination of Contract:** RCPS reserve the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days' written notice to the Contractor. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver any outstanding orders issued prior to the effective date of cancellation.

4. **Modification of Contract:** RCPS may, upon mutual agreement with the Offeror, issue written modifications to the statement of needs as a part of this contract, except that no modifications can be made which will result in an increase of the original project order contract price by \$50,000 or a cumulative amount of more than 25%, whichever is greater, without the advance written approval of the Superintendent or Superintendent's designee. In making any modification, the resulting increase or decrease in cost for the modification shall be determined by one of the following methods as selected by RCPS in accordance with the requirements of the Public Procurement Act.

5. **Ownership of Materials:** Ownership of all data, materials, and documentation originated and prepared for the Roanoke City School Board pursuant to the proposal shall belong exclusively to the Roanoke City School Board and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the Offeror shall not be subject to public disclosure under the Freedom of Information Act, unless otherwise required by law or a court; however, the Offeror must invoke the protection of Section 2.2-4332(F) of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must SPECIFICALLY identify the data or materials to be protected and state the reason why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary

- information. The classification of an entire Bid document, line-item prices, and/or total proposal prices as proprietary, or trade secrets, is NOT ACCEPTABLE and may result in REJECTION of the bid.
6. **Subcontracts:** No portion of work shall be subcontracted without prior written consent of RCPS. In the event the Contractor desires to subcontract some or part of the work specified herein, the Contractor shall furnish RCPS the names, qualifications, and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work done by the subcontractor(s) and shall assure compliance with all contract requirements.
 7. **Indemnification:** The contractor agrees to be responsible for, indemnify, defend and hold harmless RCPS, its officers, agents and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily or mental injury or property damage that may happen to occur in connection with and during the performance of the contract, including but not limited to claims under the Workers' Compensation Act. The contractor agrees that it will, at all times, after the completion of the work, be responsible for, indemnify, defend, and hold harmless RCPS, its officers, agents and employees from all liabilities resulting from bodily or mental injury or property damage directly or indirectly arising out of the performance or nonperformance of the contractor.
 8. **Proposal Acceptance Period:** Any proposal resulting from this solicitation shall be valid for 30 days. At the end of the 30 days, the proposal may be withdrawn at the "written" request of the Offeror. If the proposal is not withdrawn at that time, it remains in effect until an award is made or the solicitation is canceled. Withdrawal of bids due to error shall be in accordance with Section II-54 (ii), Code of Virginia.
 9. **Late Bids:** To be considered for award, bids must be received by Roanoke City Public Schools, Attention Eric Thornton, 40 Douglass Ave NW, Roanoke, VA 24012, by the designated opening date and hour. The official time used in the receipt of bids is that time on the clock located in RCPS Purchasing Department. Bids received after the designated opening date and hour are automatically disqualified and will not be considered. Roanoke City Public Schools is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or another means of delivery. It is the sole responsibility of the Offeror to ensure that its bid reaches Roanoke City Public Schools Purchasing Department by the designated date and hour.
 10. **Gifts by Offeror, Contractor, or Subcontractor:** No Offeror, contractor or subcontractor shall confer on any public employee having official responsibility for a procurement transaction any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.
 11. **Qualification of Offerors:** Roanoke City Public Schools may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the work and the Offeror shall furnish to Roanoke City Public Schools all such information and data for this purpose as may be requested. Roanoke City Public Schools reserves the right to inspect Offeror's physical plant prior to award to satisfy questions regarding the Offeror's capabilities. Roanoke City Public Schools further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy Roanoke City Public Schools that such Offeror is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
 12. **Availability of Funds:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available, or which may hereafter become available for the purpose of this agreement.
 13. **Contract Documents:** The contract entered into by the parties shall consist of the Request for Proposal, the signed proposal submitted by the Contractor, Roanoke City Public Schools Standard

Contract form, the General and Special Terms and Conditions, the Statement of Need including all modifications thereof, all of which shall be referred to collectively as the Contract Documents.

14. **Rejection of Bids:** The Superintendent or Superintendent's designee, on behalf of the School Board, reserves the right to reject any and all bids.
15. **Procedure for Protest:** Any vendor submitting a proposal may protest the award or decision to award a contract by submitting a written protest to the Superintendent, or Superintendent's designee, of the ROANOKE CITY SCHOOL BOARD no later than ten (10) days after the award or the announcement of the decision to award whichever occurs first. The written protest shall include the basis for the protest and the relief sought (Section 2.2-4360, Code of Virginia).
16. **Drug Free Workplace:** During the performance of any contract resulting from this solicitation, 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 violation of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on 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, so that the 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.
17. **Tobacco and Nicotine Vapor Products:** Pursuant to School Board Policy KGC, tobacco and nicotine vapor products on RCPS property is prohibited at all times. Contractor shall ensure that its employees, agents, subcontractors, and assigns shall not use or distribute any tobacco products or nicotine vapor products at any time during the performance of this Contract. "Tobacco products" are defined to include cigarettes, cigars, pipe tobacco, snuff, blunts, bidis, chewing tobacco and electronic smoking devices, and any other products containing nicotine, as well as any component or accessory used in the consumption of a tobacco product, such as filters, rolling papers, pipes, and liquids used in electronic smoking devices, whether or not they contain nicotine. "Tobacco use" means smoking, chewing, dipping, electronic smoking device use, or any other use of tobacco products.
18. **Contract Incorporation:** These terms and conditions are made a part of any resulting contract.

X. ADDITIONAL FORMS

STATE CORPORATION COMMISSION FORM

This form must be returned with response to solicitation

Virginia State Corporation Commission (“SCC”) registration information. The undersigned Offeror:

_____ is a corporation or other business entity with the following SCC identification number:

_____.

-OR-

_____ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust

-OR-

_____ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from offeror’s out-of-state location).

-OR-

_____ is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned offeror’s current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE**** Check the following if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver): _____.

Signature: _____ Date: _____

Printed Name _____

Title: _____

Name of Firm: _____

ANTI-COLLUSION CERTIFICATION

The Offeror certifies that this Bid response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same product and that this Bid is in all respects bona fide, fair, and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. The Offeror understands collusive bidding is a violation of Federal Law and that any false statement hereunder constitutes a felony and can result in fines, imprisonment, as well as civil damages. **The Offeror also understands that failure to sign this statement will make the Bid non-responsive and unqualified for award.**

Signed: _____

Date: _____

Name of Company: _____

MINORITY & WOMEN-OWNED BUSINESS ENTERPRISE CERTIFICATION

The Bidder should complete the following information:

Is Bidder a qualified minority or women-owned business enterprise (MBE/WBE)?

Yes: _____ No: _____. Regardless of response to this question, Bidder shall complete the following:

Will Bidder be using subcontractors? Yes: _____ No: _____

In conjunction with the desire of the School Board of the City of Roanoke, VA’s policy to utilize Minority and Women-Owned Business Enterprises wherever possible, the Bidder (Proposer) has solicited quotations for labor, material, and/or services from the following MBE/WBE: (Attach additional sheet if necessary.)

<u>1. Name of Firm</u>	<u>Person(s) Contacted</u>	<u>Type of Labor, Service or Material Quoted</u>	<u>Date</u>
_____	_____	_____	_____
_____	_____	_____	_____

2. Of those Listed above, we intend to utilize the following MBE/WBE in completion of the work required by this contract. (Attach additional sheet if necessary.)

<u>Name of Firm</u>	<u>Type of Labor, Service or Material Quoted</u>	<u>Amount of Contract Subcontract</u>
_____	_____	_____

The Bidder will utilize the indicated MBE/WBE firms in this project. If the Proposer determines not to use the indicated MBE/WBE, Bidder must notify the School Board and provide a valid non-discriminatory business reason for not employing the MBE/WBE.

3. If the MBE/WBE's indicated in paragraph 1 will not be utilized, please state the reason for each firm. (Attach additional sheet if necessary.)

Name of Firm

Results of Contact

4. If unable to contact MBE/WBE's, please indicate efforts made: (Attach additional sheet if necessary.)

This firm has made a good faith effort to utilize MBE/WBE's whenever possible.

Offeror: _____
(Firm)

(Address)

(Telephone) (FAX)

(Ink Signature and title) (Date)

**Request for Taxpayer
Identification Number and Certification**

**Give Form to the
requester. Do not
send to the IRS.**

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 5.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts established outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requestor's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number					
<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%; border: 1px solid black; height: 20px;"></td> <td style="width:5%; border: 1px solid black; text-align: center;">-</td> <td style="width:25%; border: 1px solid black; height: 20px;"></td> <td style="width:5%; border: 1px solid black; text-align: center;">-</td> <td style="width:40%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-		-	
	-		-		
OR					
Employer identification number					
<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%; border: 1px solid black; height: 20px;"></td> <td style="width:5%; border: 1px solid black; text-align: center;">-</td> <td style="width:70%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-			
	-				

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► _____	Date ► _____
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

**ROANOKE CITY PUBLIC SCHOOLS
CERTIFICATION OF COMPLIANCE WITH VIRGINIA CODE**

1. A sworn statement or affirmation from the contractor that neither the contractor nor any of its employees have been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child nor a crime of moral turpitude is mandated by Virginia Code Section 22.1-296.1.
2. Affirmation from the contractor that the contractor does not, and shall not, during the performance of the contract for goods and services in Virginia, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
3. A sworn statement or affirmation from the contractor that the employees have submitted to and passed an employment drug screening.
4. Affirmation from the contractor that the contractor does not and shall not during the performance of the contract for goods and services in Virginia, knowingly employ an individual that has been convicted of any violent felony set forth in the definition of barrier crime in subsection A of Virginia Code Section 19.2-392.02.

Bid/Proposal Number: **3131**

List of employee(s) assigned to the project:	

By signature below, I hereby certify that 1) a criminal background check has been performed as part of the employment process for the above listed persons and that based upon the results of such background check these individuals have never been convicted of a violent felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; nor a crime of moral turpitude; 2) to the best of my knowledge and belief none of these individuals is currently the subject of any pending criminal charges involving a violent felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; nor a crime of moral turpitude; and 3) I do not nor shall I during the performance of the contract knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986; 4) the above listed persons have submitted to and passed an employment drug screening.

If the employees assigned to the project change, an updated copy of this form must be submitted to the Purchasing Office before an added employee can begin to work on the project.

Only employees on this list will be allowed to provide services to the schools or be allowed to interact with students.

Name of Company Officer _____ Date _____

Signature of Company Officer _____

Rev. 8/2020

Reference Form

1. Project Location and Scope:

Agency Name: _____

Address: _____

Contact Person: _____ Telephone No. _____

Email: _____

2. Project Location and Scope:

Agency Name: _____

Address: _____

Contact Person: _____ Telephone No. _____

Email: _____

3. Project Location and Scope:

Agency Name: _____

Address: _____

Contact Person: _____ Telephone No. _____

Email: _____

Certification of Proposal

PATRICK HENRY HIGH SCHOOL – LOWER PRACTICE FIELD REGRADING AND REHABILITATION

IFB 3131

The undersigned certifies a comprehension of the specifications in the foregoing proposal, and that the merchandise or service submitted for this proposal meets or exceeds the specifications as listed herein. The successful vendor certifies that the vendor, all principals, and sub-recipients, are not suspended or debarred from providing the services described in this contract. Further, Roanoke City Public Schools reserves the right to review the List of Parties Excluded from Federal Procurement or Non procurement Programs to determine that the successful vendor, including all principals and sub-recipients, has not been suspended or debarred from providing the services described in this contract.

FIRM _____

BY _____

(Signature validates proposal)

(Print or type name)

TITLE _____

ADDRESS _____

CITY _____

STATE, ZIP _____

TELEPHONE _____

TOLL-FREE NUMBER _____

FAX NUMBER _____

E-MAIL _____

DATE _____

XI. BID FORM – IFB 3131

PATRICK HENRY HIGH SCHOOL – LOWER PRACTICE FIELD REGRADING AND REHABILITATION

Submitted by: _____

Firm Name: _____

The undersigned hereby proposes and agrees, if this Bid is accepted, to Contract with the School Board of the City of Roanoke, to furnish all equipment, materials, labor, and services necessary for **LOWER PRACTICE FIELD REGRADING AND REHABILITATION AT PATRICK HENRY HIGH SCHOOL**, located at 2102 Grandin Road SW, Roanoke, VA 24015, in accordance with the Owner’s Documents as attachments to this IFB 3131 and this IFB 3131.

TOTAL BASE BID AMOUNT (PRACTICE FIELD STABILIZATION – BERMUDA GRASS SODDING) IS:

_____ Dollars (\$ _____)

ALTERNATIVE BID AMOUNT (PRACTICE FIELD STABILIZATION – BERMUDA GRASS SPRIGGING) IS:

_____ Dollars (\$ _____)

ADDENDA: The undersigned hereby acknowledges the receipt of the following addenda to the Contract Documents:

Addendum _____ Dated _____

Addendum _____ Dated _____

Addendum _____ Dated _____

Addendum _____ Dated _____

The Owner reserves the right to negotiate with the lowest responsible bidder, to reject any and all bids, to waive any informality or irregularity in the bids received, and to take any action deemed in the best interests of Roanoke City Public Schools.

The undersigned hereby agrees, if this Bid is accepted by the School Board of the City of Roanoke, to commence work with an adequate force and equipment on the date stipulated in the written "Notice to Proceed" from the Senior Director of Physical Plants and to complete the work within the time period described in the Contract Documents. The undersigned agrees, if this Bid is accepted, failure or refusal to execute the Contract with and furnish to the School Board of the City of Roanoke the required bonds and certificates of insurance, within ten (10) consecutive calendar days from the receipt of written notice from the School Board of the City of Roanoke will result in a forfeiture of the Bid Security to the School Board of the City of Roanoke as liquidated damages.

The successful Bidder may be awarded a Lump Sum Contract.

Licensed "Class A" Virginia Contractor Number: _____.

Bidder is a ___ resident or ___ nonresident of Virginia. (Check appropriate blank. See Virginia Code Section 54.1-1100 et. seq.)


BIDDER: _____
(Firm) _____
(Address) _____
_____ (Telephone) _____ (FAX)

(Ink Signature and Title)

(Date)

END OF BID FORM

**DETACH AND SECURELY AFFIX THIS FORM
TO THE FRONT OF THE ENVELOPE**

 Detach Here- - - - -

Company Name
Company Mailing Address
Company City, State, Zip
<div style="border: 1px solid black; padding: 10px; text-align: center;"><p>Roanoke City Public Schools Attn: Eric Thornton, Director of Purchasing Department of Purchasing 40 Douglass Avenue NW Roanoke, VA 24012</p></div>
Roanoke City Public Schools ----- IFB No. 3131
Closing Time and Date of Bid ----- May 30, 2024; 3:00 PM