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Purchasing Department

P. O. Box 13145 • Roanoke, VA 24031

(540) 853-1348 • Fax (540) 853-2836

**September 15, 2023**

**REQUEST FOR PROPOSAL**

**RFP 3134**

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

**STUDENT TRANSPORTATION SERVICES**

Sealed proposals will be received in the Purchasing Office for the ROANOKE CITY SCHOOL BOARD, 40 Douglass Avenue, NW, Roanoke, Virginia 24012.

**Delivery of Proposal**: It is the responsibility of the Offeror to assure that its proposal is delivered to the place designated for receipt of proposals and by the time set for receipt of proposals. No proposals received after the time designated for receipt of proposals will be considered. Proposals 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 proposals will decide when the specified time has arrived and will determine if the proposal was in their possession by that time.

**For Hand delivered proposals,** sufficient time must be allowed for the building receptionist to contact the Purchasing Office. Receptionist will not be responsible for last minute arrivals or late proposals.

**Due Date and Time: October 27, 2023; 3:00 P.M. (EST)**

**Location: Purchasing Office, Roanoke City Public Schools, 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 proposals, 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 Request for Proposals (RFP), 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 Bids, RFPs, and Cancellations)** for a minimum 10 day period.

ROANOKE CITY SCHOOL BOARD

**Eric Thornton**

**Purchasing Director**

**\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\***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, Cancellations”**

**\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\***

**This Public Body does not discriminate against Faith-Based Organizations**

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**TABLE OF CONTENTS**

**REQUEST FOR PROPOSAL**

**STUDENT TRANSPORTATION SERVICES**

**RFP 3134**

PAGE

1. PURPOSE 4
2. BACKGROUND 4

III. SCOPE OF SERVICES 5

IV. PRE-PROPOSAL CONFERENCE 9

V. CONTRACT PERIOD 9

VI. CALENDAR OF EVENTS 9

VII. PROPOSAL SUBMITTAL REQUIREMENTS AND PREPARATION 10

VIII. EVALUATION AND AWARD OF CONTRACT 13

IX. COOPERATIVE PROCUREMENT 14

X. GENERAL TERMS AND CONDITIONS 15

XI. SPECIAL TERMS AND CONDITIONS 17

XII. ADDITIONAL FORMS 20

ATTACHMENT A – COST PROPOSAL TEMPLATE 30

ATTACHMENT B – TRANSPORTATION SERVICES AT-A-GLANCE 31

ATTACHMENT C – DEFINITIONS 32

**RFP 3134**

**STUDENT TRANSPORTATION SERVICES**

**I**. **PURPOSE**

The School Board of the City of Roanoke, more commonly known as Roanoke City Public Schools (“RCPS”, “Owner”, “Division”), is requesting proposals from Offerors capable of providing Student Transportation Services (the “Services” or “Student Transportation Services”)for all, or a portion of, RCPS’ student transportation requirements commencing on or around August 1, 2024.

This Request for Proposal (“RFP”) is crafted in a manner that is intended to allow respondents considerable latitude in their submissions. Though it is hoped that there is sufficient structure in this document to provide appropriate guidance to respondents, RCPS recognizes that the expertise of the Offeror(s) selected will be a valuable asset in shaping the final arrangement.

It is essential that the Offeror (“Contractor”) or Offerors (“Contractors”) selected be willing and able to work collaboratively with RCPS in such matters as the scheduling of routes and other items that relate to the transportation of students to and from school. .

RCPS will select the Contractor, or Contractors, who, in the aggregate, most completely meets the needs of the Division.

This document establishes the anticipated services to be performed and outlines the evaluation and selection process. However, this document does not guarantee a contract.

**II**. **BACKGROUND**

RCPS is a progressive urban school division in the City of Roanoke, Virginia. Roanoke, which covers 43 square miles, is located at the southern end of the Shenandoah Valley, approximately 170 miles west of Richmond and 235 miles southwest of Washington, D.C. Roanoke has a population of about 100,000. RCPS employs approximately 2,200 full and part-time workers, making it the second largest employer in the City of Roanoke. RCPS’ students speak a variety of languages including English, Spanish, Farsi, and Nepali.

RCPS provides a comprehensive instructional program for approximately 13,707 students in Pre-Kindergarten (pre-k) through Grade 12 annually. The school division is comprised of seventeen elementary schools, five middle schools, two high schools, the Roanoke Valley Governor’s School for Science and Technology, the Forest Park Academy (a secondary-level alternative education facility focused on putting overage and/or under-credited students back on track for graduation), the Noel C. Taylor Learning Academy (an alternative education center for students who have exhibited significant behavioral issues), adult education programs, and preschool programs for at-risk four-year-olds or students with special needs. In addition, a new Career and Technical Education Center is scheduled to open during January 2024.

**III**. **SCOPE OF SERVICES**

The following description of the Scope of Services shall establish minimum requirements and expectations of RCPS. RCPS reserves the right to waive any or all requirements specified herein.

a. The prime objective is to provide safe, efficient, and reliable transportation services for RCPS for the benefit of its students, ensuring that students arrive at school timely without incurring any learning loss, and depart school on time.

b. Contractor shall provide transportation services for the purpose of transporting RCPS students to and from school, field trips, sporting events, summer school, and various extracurricular activities without interruption. Contractor shall make available a sufficient number of vehicles, including standby equipment, to meet this requirement. It will be the responsibility of Contractor to purchase and maintain a sufficient number of school buses and other vehicles (e.g. minibuses and vans) required to meet RCPS’ need for Services. Such vehicles shall be in compliance with all federal, state, and local laws, ordinances, rules, and regulations. Not limited to a minimum of 15 Type A 14-passenger buses configured with proper seating to accommodate Pre-K, special education (SPED), and general education students as required. Contractor will also provide a minimum of three (3) activity type buses with RCPS logos to be used for athletic and academic trips.

The Contractor will be required to provide timely transportation services for students on regular routes, and RCPS’s special education students who are on special routes.

Contractor shall endeavor to purchase and maintain sustainable fuel (electric, propane, CNG) powered buses.

Contractor understands that RCPS will not be able to assign the exact number of routes and/or student lists until the 15th of August of each year. The Contractor understands that the student lists and routes are subject to revision during the course of each school year.

c. Contractor shall hire and maintain a trained workforce of drivers, mechanics, and other related personnel sufficient to meet the requirements set forth in Items III (a.) and (b.) above.

Contractor, at its own expense, shall be responsible for CPR training and First Aid training for its drivers and bus aides and must make certifications of such training available at the request of RCPS. Contractor will be required to hire and maintain a minimum number of drivers that is sufficient to staff all routes as well as cover typical call-out and other leave volume in order to meet RCPS’ student transportation needs.

d. RCPS will provide and maintain an appropriate Transportation Facility for managing RCPS student transportation services.

Any changes or structural modifications to the Transportation Facility shall be made at the sole discretion of RCPS.

The Contractor shall be responsible for maintaining appropriate security over the facility and buses in accordance with applicable laws and regulations, and hiring such other persons as needed to operate the Transportation Facility, at its sole expense.

RCPS shall be responsible for providing a 10,000 gallon above-ground fuel tank at the Transportation Facility. RCPS will be responsible for purchasing and receiving delivery of bus fuel. The Contractor will be responsible for dispensing fuel in accordance with requirements of the Virginia Department of Environmental Quality and tracking fuel usage for each bus.

The Contractor will also be responsible for maintenance and operation of fuel tank and associated equipment by their personnel. RCPS shall provide a Bus Wash System to be used and maintained by Contractor to keep buses clean and presentable.

e. Contractor shall abide by and operate in accordance with the laws, rules, and regulations of Virginia and shall complete all forms and documentation required by all Federal, State, and local municipalities, and any other agency having jurisdiction. Additionally, Contractor shall abide by and operate in accordance with all applicable RCPS policies and procedures.

f. Contractor shall recommend routing options to RCPS in preparation for each school year with a focus on optimizing efficiency and safety, and will work collaboratively with RCPS leadership to establish routes or implement route changes as may be needed to meet student and school needs. It shall be understood that RCPS has the right to modify routes, times, and stops at its sole discretion at any time during the term of the Contract. Contractor shall also provide advice and consultation to RCPS relating to bus routes, times, stops, and weather conditions affecting the possible delay and/or cancellation of school immediately after Contractor is made aware of such occurrences.

g. RCPS reserves the right to require the Contractor to require all able-bodied employees, including management and shop personnel, to obtain and hold along with medical approvals, a school bus driver’s license and be ready to drive under any circumstance that RCPS deems necessary.

h. Contractor shall provide a full-time supervisor who (i) coordinates the services provided by Contractor, (ii) serves as the primary point of Contractor communication with RCPS, and (iii) has a detailed working knowledge of the service area. RCPS shall have final approval of this supervisor or his replacement. This individual shall be available to attend meetings before the RCPS School Board to address the School Board on matters relating to Student Transportation Services from time-to-time as needed.

i. Contractor shall promptly provide all information requested by RCPS that may be required to prepare reports, maintain records, and verify invoices. The information requested may include, but is not limited to, the following: accident information, insurance certificates, vehicle information (e.g., serial number, make, year, name of body manufacturer, seating capacity, etc.), mileage, stop times, driver information (e.g., license, physical exam, drug test, etc.), and other information as may be required by RCPS. Contractor shall fully cooperate with RCPS in providing necessary information to compile and submit reports and other documents required by the State and Federal government, or their agencies, in a timely manner. Contractor must provide to RCPS all transportation data required by the Virginia Department of Education, including supporting documentation and records.

j. Contractor shall conduct drug testing as requested by the Division and as required by Federal, State and Local regulations.

k. RCPS shall have the right to inspect any aspect of Contractor's operation relating to services provided under the Contract to determine compliance with RCPS and applicable legal requirements.

l. Contractor shall be responsible for conducting orientation meetings annually or as needed and provide continuous professional development training for its staff.

m. Drivers assigned to transport students with disabilities, preschool, and/or pre-kindergarten students shall be given special training concerning the techniques of working with such children. This training will be the responsibility of Contractor. RCPS reserves the right to place its own personnel on these vehicles to assist these students for physical, emotional, or disciplinary reasons.

n. A ten percent (10%) performance bond or irrevocable letter of credit **may be** required of the Contractor. The decision to require a performance bond or irrevocable letter of credit rests in the sole discretion of RCPS. RCPS will allow for a reasonable competitive additional cost to be paid to Contractor for the purposes of securing such bonding.

Note: Entities submitting proposals should clearly identify the additional cost associated with securing such bonding where requested on the Cost Proposal Template (**Attachment A**).

This performance bond or irrevocable letter of credit, if required, may be waived by RCPS upon the completion of a satisfactory period of service by Contractor. If required, Contractor shall deliver the performance bond or irrevocable letter of credit to RCPS no later than the date of execution of the Contract.

o. Contractor shall be responsible for obtaining, at its own expense, any and all permits, licenses and/or governmental approvals necessary to fulfill its obligations under the Contract.

p. Contractor shall be responsible, at its own expense for all fees, including but not limited to tolls and parking.

q. At its own expense (except as covered by insurance or manufacturer's warranty), Contractor shall be responsible for the payment of all operating expenses of each vehicle, including, but not limited to, the cost of maintenance of each vehicle to assure that it meets Department of Motor Vehicles requirements and is kept in clean and good working condition. Contractor shall pay for all oil, anti-freeze, lubricants, washing, garage, highway road service, towing charges, permits for bridges with weight limits, parking fees and/or road tolls required or incurred in connection with the operation of the vehicles. Contractor shall pay for any loss to vehicle not covered by insurance. It shall be the responsibility of Contractor obtain and maintain the appropriate insurance coverages as further stated herein.

r. Contractor shall maintain effective two-way radio communication with each vehicle in operation. The equipment necessary to meet this requirement must function with the City of Roanoke’s digital radio communication system. RCPS will provide two-way radios for use on all buses that are programmed to work with the Roanoke Valley Radio System, so communication with emergency responders can continue. The cost of radio communication should be excluded from cost proposals since RCPS is shouldering that expense directly.

s. RCPS currently utilizes VersaTrans routing software. Contractor shall have the ability to use and/or interface with this, or any successor software that may be used by RCPS during the term of the Contract. Alternatively, RCPS is amenable to receiving proposals that utilize an alternative route design and optimization software, provided that software can interface with the school division’s student information system, Synergy, successfully. Training shall be obtained through a VersaTrans certified trainer (or certified trainer for any successor software.)

t. Contractor must supply RCPS with a list of drivers’ names and license numbers, and an equipment list within thirty (30) days of the start of each school year, and providing RCPS with such drivers’ names and license numbers each time a new driver is hired by Contractor.

u. Contractor shall be responsible for providing and maintaining at least three (3) digital cameras on the interior of all buses. Contractor shall be responsible for delivering videos from digital cameras on buses to schools every day.

v. Contractor shall be responsible for providing and maintaining GPS system and service on buses, ensuring that individual buses have a functioning system at least 95% of the time over the course of the school year. Contractor will provide complete and accurate GPS data to RCPS upon request.

w. At the sole discretion of RCPS, RCPS reserves the right to add an additional Contractor(s) in the event it is deemed necessary to provide full transportation coverage for all students in a timely manner. In the event of unsatisfactory performance by the Contractor, RCPS reserves the right to purchase this service from other Contractors. Furthermore, in the event of any unforeseen circumstances beyond the control of RCPS or Contractor, it should be understood and hereby advised that RCPS staff will take any action within the School Boards legal rights to maintain Division operations.

x. Contractor is expected to attend and participate in regional and state school bus related meetings and conventions to be able to adhere to state concerns, policies, and mandates.

y. Contractor is expected to employe at least one school bus aide per special education and preschool route. Contractor is encouraged to employee at least one school bus aide for all other school bus routes to assist the bus driver with student supervision. Contractor will be required to pick up students to transport them from their bus stop to school beginning as early as 6:15 a.m. through 9:00 a.m.; Contractor will be required to transport students from school to their bus stop beginning at 2:15 p.m. through approximately 5:00 p.m. Contractor is also required to transport a portion of students on mid-day runs between programs and schools, and to transport students at such other times as may be needed for special events and other activities at such times to be determined by RCPS.

**IV**. **PRE-PROPOSAL CONFERENCE**

A **mandatory** pre-proposal meeting will be conducted September 26, 2023, from 11:30 a.m. to 12:30 p.m. at Central Administration, Media Center, 40 Douglass Ave NW, Roanoke, VA 24012. The Purchasing Department will conduct the meeting. Questions regarding the project may be submitted during the meeting, or after, up until October 3 (see full timeline below). Written answers will be posted on the RCPS Web site.

RCPS will distribute to firms attending the pre-proposal meeting a data package that includes detailed information about current RCPS student transportation operations. In addition, a tour of the existing Transportation Facility will be scheduled if requested.

Failure to attend the pre-proposal meeting will result in rejection of your proposal submission.

RCPS reserves the right to reject the proposal of any Contractor who does not attend the pre-

proposal meeting.

**V**. **CONTRACT PERIOD**

The initial Contract period will be from August 1, 2024 until July 31, 2029. The Contract may be extended by RCPS and the Contractor for one (1) optional five (5) year period from August 1, 2029 through July 30, 2034 upon the mutual agreement of the parties in writing. The Contract may be terminated by RCPS prior to its expiration for cause if Contractor does not meet its obligations under this RFP and the contract. The Contract may also be terminated for any reason by RCPS upon 120 days’ notice.

**VI**. **CALENDAR OF EVENTS**

Release RFP September 15, 2023

**Mandatory** Pre-Proposal Conference September 26, 2023 | 11:30 a.m.

Receive Written Inquiries (no later than) October 3, 2023 | 5:00 p.m.

Answer Written Inquiries (no later than) October 10, 2023 | 5:00 p.m.

Receive Proposals October 27, 2023 | 3:00 p.m.

\*Questions regarding this RFP should be e-mailed to Eric Thornton, [ethornton@rcps.info](mailto:ethornton@rcps.info).

Answers will be posted to the RCPS website, <https://www.rcps.info/Page/262>.

**\*\*School Board Approval of Contract**

The School Board will have final approval over any contract that is negotiated by the offeror and RCPS staff. It is the wish of the RCPS Administration that the terms of a contract be negotiated between RCPS staff and Contractor and be ready for final School Board approval by no later than December 20, 2023. This will permit action to be taken at the January 9, 2024 School Board meeting. In the event contract negotiations are concluded sooner than December 20, 2023, every effort will be made to schedule an earlier special School Board meeting for the School Board to vote on the award of the Contract.

**VII.** **PROPOSAL SUBMITTAL REQUIREMENTS AND PREPARATION**

In order to be considered for selection, Offerors must submit a complete response to this RFP. Specifically, Offerors must provide one (1) original, six (6) copies, and one (1) redacted copy that omits any proprietary or confidential information that the Offeror requests to be withheld from public view. A **flash drive** including all Documentation provided in the redacted and un-redacted responses must also be provided. The electronic copies should include an Excel version of the completed cost proposal (**Attachment A**).

Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in RCPS requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal.

Proposals should be prepared simply and economically, providing a straight forward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirements as it appears in the RFP. If a response covers more than one page, the proposal should contain a table of contents which cross references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material.

Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.

Ownership of all data, materials and documentation originated and prepared for the Owner pursuant to the RFP shall belong exclusively to the Owner and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of § 2.2- 4342F of the Code of Virginia, in writing, either before or at the time the data or other materials to be protected and state the reasons 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 proposal document, line item proposal and/or total proposal prices as proprietary or trade secrets is not acceptable.

Responses must be delivered not later than 3:00 p.m. on October 27, 2023, to:

Eric Thornton

Purchasing Department

Roanoke City Public Schools

40 Douglass Avenue, NW

Roanoke, VA 24012

Responses must be delivered directly to the RCPS Purchasing Department at the address stated above to be time stamped. Deliveries made to offices other than the Purchasing Department, or received by the RCPS Purchasing Department after 3:00 pm shall not be accepted.

E-mail submittals will not be accepted.

Interested firms should submit a proposal that responds to the items listed below. **Proposals should be concise and address each item in the order outlined below:**

a. Indicate the legal name of the entity and whether the entity is a sole proprietor, a partnership, a corporation, or other legal entity.

b. Summarize the entity’s general qualifications and background. This should include, but need not be limited to, number of employees, office locations, and history.

c. Discuss the entity’s previous work experience in school districts with a scope of services similar to the scope of services set forth herein. The entity’s safety performance and driver training programs should be discussed in detail.

d. Discuss the entity’s approach to delivering the Scope of Services set forth above. Specific attention must be given to the following:

1. The entity’s intentions with regard to how responsibilities will be shared between Contractor and RCPS (e.g., development of routes, parent complaints) under the Contract and the coordination of activities of RCPS personnel and personnel of Contractor.
2. The entity’s approach to ensuring safe transport of children, including driver training and performance monitoring, and the use of technology, in addition to ensuring that students arrive to school and depart school on time.
3. The entity’s approach to ensuring fleet reliability and efficiency, including vehicle maintenance and reserve fleet approach. Please attach a copy of your bus replacement program describing your methodology for optimizing useful life while ensuring a visually appealing and safely functioning fleet.
4. The entity’s approach to hiring, recruiting, and retaining its school bus drivers and other employees. Such information shall include and not be limited to, how employee salaries are determined and whether such salaries meet the current market, employee incentives, recruiting efforts, diversity initiatives, etc.
5. The background checks of its employees that are performed.
6. The extent to which drivers are drug tested.
7. The process by which drivers are replaced for daily routes if the regular drive is not available.
8. A description of the entity’s fleet maintenance program of all vehicles that will be used to transport students.
9. The average age of the fleet vehicles.
10. A description of the training drivers receive for student management, and special education students.
11. A description of cameras and other recording devices to be installed on each fleet vehicle.

e. ***Indicate the entity’s pricing approach for delivering the Scope of Services.***

In addition, the proposal must indicate the pricing implications of the following:

1. all one-time expenditures, including start-up costs
2. the performance bond or irrevocable letter of credit, if required

Utilize the Excel file Cost Proposal Template (**Attachment A**) to submit proposed pricing information. The **flash drive** to be submitted along with hard copies of the proposal should include the Excel version of this completed document.

The entity’s invoicing protocols and expectations regarding timing of payments by RCPS should also be set forth in this section.

f. Provide a list of three (3) school district references with contact information, number of years servicing the school district, and number of vehicles.

***Please note that, prior to award, RCPS shall have the right to request any information to provide evidence that an entity responding to this RFP is able to deliver the Scope of Services.***

**VIII**. **EVALUATION AND AWARD OF CONTRACT**

1. **Evaluation Criteria.**

RCPS will evaluate timely submitted proposals that provide the best combination of qualifications and value. Firms will be evaluated on the following criteria:

**Criteria**  **Points**

* 1. Completeness of proposal and plan to meet the scope of services. 40
  2. Soundness of efficiency planning (including bus replacement plan,

bus maintenance and staffing strategies). 10

* 1. Rate/Fee Structure. 34
  2. Related experience and references. 10
  3. Certified locally owned business enterprise (LBE). 2
  4. Certified minority business enterprise (MBE). 2
  5. Certified women business enterprise (WBE). 2

**Total 100**

1. **Award:**

Selection shall be made of one or more Offeror(s) deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposal, including price, if so stated in the Request for Proposal. Negotiations shall be conducted with the Offeror(s) selected. Price shall be considered but need not be the sole determining factor. After negotiations have been conducted with each Offeror(s) so selected, RCPS shall select the Offeror(s) which, in its opinion, has made the best proposal, and shall award the contract to that Offeror(s), subject to the final approval of RCPS School BoardRCPS may cancel this Request for Proposal or reject proposals at any time prior to an award and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous. (Section 2.2-4319 and Section 2.2-4359, Code of Virginia.) Should RCPS determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be RCPS’ Standard Contract incorporating by reference all the requirements, terms, and conditions of the solicitation and the Contractor’s proposal as negotiated.

Oral Presentations: Offerors who submit a proposal in response to this RFP may be required

to give an oral presentation of their proposal to RCPS. This provides an opportunity for the

Offeror to clarify or elaborate on the proposal.

The oral presentation is a fact finding and explanation session only and does not include negotiations. RCPS will schedule a time and location of these presentations. Oral presentations are an option of RCPS and may or may not be conducted.

1. **Definitions: LBE, MBE, WBE.**

**“Local owner”** – an individual who has an ownership interest in a business enterprise and whose primary residence is within the Roanoke Metropolitan Area. For the purposes of this policy, the Roanoke Metropolitan Area shall include all cities, counties, and towns within the Commonwealth of Virginia that are within a 50-mile radius of the City of Roanoke.

**“Locally owned business enterprise (LBE)” –** a business that (i) is privately held, (ii) has Local Owners that own at least fifty-one percent of the business, (iii) has Local Owners that control the management and daily operations of the business, (iv) is registered in Virginia with no corporate headquarters outside of the Commonwealth, and (v) has completed the certification steps set forth below.

In order to be placed on the Purchasing Division’s list as a LBE, a business must provide the Purchasing Director with (i) a copy of its local business license, (ii) a copy of the businesses articles of incorporation or partnership agreement, and (iii) a completed sworn certification form (found in the “Additional Forms” section of this RFP).

**“Minority business enterprise (MBE)”** – a business that has been certified by the Virginia Department of Small Business and Supplier Diversity ([www.sbsd.virginia.gov](http://www.sbsd.virginia.gov)) as a business that is both owned and controlled by minorities.

**“Women business enterprise (WBE)”** – a business that has been certified by the Virginia Department of Small Business and Supplier Diversity ([www.sbsd.virginia.gov](http://www.sbsd.virginia.gov)) as a business that is both owned and controlled by women.

1. **Additional Information** - Requests for any additional information should be directed to:

Eric Thornton, Purchasing Director, at (540) 853-1348 or [ethornton@rcps.info](mailto:ethornton@rcps.info).

1. RCPS intends to make a selection based upon the best interest of the Division.
2. RCPS encourages the use of MBE, WBE, and Local Contractors.

1. **COOPERATIVE PROCUREMENT**

The procurement of goods and/or services provided for in this Bid is being conducted pursuant to Virginia Code Section 2.2-4304. Therefore, the Offeror or Bidder isadvised, and by submitting a response to this procurement, such Offeror or Bidder agrees that any resulting contract from this procurement may be extended to other public bodies in the State of Virginia. The successful Offeror or Bidder shall deal directly with each public agency or body seeking to obtain any goods and/or services pursuant to any contract that may result from this procurement and in accordance with Virginia Code Section 2.2-4304. The Roanoke City School Board shall not be responsible or liable for any costs, expenses, or any other matters of any type to either the successful Offeror or Bidder or the public agency or body seeking to obtain any goods and/or services pursuant to this cooperative procurement provision.

1. **GENERAL TERMS AND CONDITIONS**
2. **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.
3. **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.
4. **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.
5. **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 Contractor responsible for any resulting additional procurement and administrative. This remedy shall be in addition to any other remedies which RCPS may have incurred.
6. **Assignment of Contract**: A contract shall not be assignable by the Contractor in whole or in part without the written consent of RCPS.
7. **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.
8. **Ethics in Public Contracting**: By submitting the proposal, all Offerors certify and warrant that their proposals 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.
9. **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:
10. In every contract over $10,000, the provisions 1 and 2 below apply:
11. During the performance of this contract, the contractor agrees as follows:
12. 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.
13. 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.
14. **Debarment Status**: By submitting a proposal, all Offerors certify that they are not currently debarred from submitting proposals 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 proposals on contracts by any agency of the Commonwealth of Virginia.
15. **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.
16. **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.
17. **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.
18. **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.
19. **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.
20. **Relationship of Offeror to Owner**: After the Contract for services has been fully executed, the Offeror 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 Offeror.
21. **Code and Regulatory Compliance**: 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.
22. **Contract Incorporation:** These terms and conditions are made a part of any resulting contract.

1. **SPECIAL TERMS AND CONDITIONS**
2. **Insurance**:

Prior to the effective date of any agreement, Contractor will file with RCPS a Certificate of Insurance that indicates that Contractor has purchased Comprehensive General Liability Insurance, Comprehensive Automobile Liability Insurance, Excess Automobile Liability Insurance, and Worker's Compensation and Employer's Liability Insurance in, *at minimum*, the following amounts:

(i) Comprehensive General Liability Insurance (provided on a per location basis).

(A) $5,000,000 for each occurrence and in the aggregate - bodily injury.

(B) $5,000,000 for each occurrence and in the aggregate - property damage.

(C) $1,000,000 Fire Legal Liability (applicable only if Contractor occupies a City of Roanoke facility).

(ii) Automobile General Liability Insurance

1. $5,000,000 - Combined single limit for bodily injury and property damage.

(iii) Worker's Compensation and Employer's Liability

1. Workers’ Compensation -State Statutory Limits.
2. Employer’s Liability

* Bodily Injury by Accident $500,000 Each Accident
* Bodily Injury by Disease $500,000 Policy Limit
* Bodily Injury by Disease $500,000 Each Employee

(iv) Umbrella Excess Liability

(A) $10,000,000 per occurrence and in the aggregate. Coverage should schedule additional limits over and above the General Liability, Automobile Liability, Workers' Compensation and Employer's Liability.

1. **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.
2. **Termination of Contract**: RCPS reserve the right to cancel and terminate any resulting contract, in part or in whole, with or without cause, without penalty, upon one hundred twenty (120) 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.
3. **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.
4. **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 2.2-4342(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* identity 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 proposal document, line-item prices, and/or total proposal prices as proprietary, or trade secrets, is NOT ACCEPTABLE and may result in REJECTION of the proposal.*
5. **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.
6. **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.
7. **Proposal Acceptance Period:** Any proposal resulting from this solicitation shall be valid for 90 days. At the end of the 90 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 proposals due to error shall be in accordance with Section II-54 (ii), Code of Virginia.
8. **Late proposals**: To be considered for award, proposals 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 proposals is that time on the clock located in RCPS Purchasing Department. Proposals 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 proposal reaches Roanoke City Public Schools Purchasing Department by the designated date and hour.
9. **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.
10. **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.
11. **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.
12. **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, 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.
13. **Rejection of Proposals**: The Superintendent or her designee, on behalf of the School Board, reserves the right to reject any and all proposals.
14. **Procedure for Protest**: Any Offeror 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).
15. **Contract Incorporation:** These terms and conditions are made a part of any resulting contract.
16. **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:

**PROPRIETARY AND CONFIDENTIAL INFORMATION FORM**

This form must be returned with response to solicitation.

Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the Offeror must invoke the protections of § 2.2- 4342F 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 including the section of the proposal in which it is contained and the page numbers and state the reasons why protection is necessary. The proprietary or trade secret material submitted in the original and all copies of the proposal 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. In addition, a summary of proprietary information submitted shall be submitted on this form. The classification of an entire proposal document, line-item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. If, after being given five business days, the Offeror refuses to withdraw such a classification designation, the proposal will be rejected.

Name of Offeror (Firm): invokes the protections of § 2.2-4342F of the *Code of Virginia* for the following portions of my proposal submitted on .

Date

Signature:

Title:

No portion of this proposal is to be considered confidential and/or proprietary.

The data/material indicated below is to be considered confidential and/or proprietary.

|  |  |  |
| --- | --- | --- |
| DATA/MATERIAL TO BE PROTECTED | SECTION NO., & PAGE NO. | REASON WHY PROTECTION IS NECESSARY |
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\*Attachments may be made to this form for further clarification, but this form shall serve as the official request to invoke the protections of § 2.2- 4342F of the Code of Virginia.

**ANTI-COLLUSION CERTIFICATION**

The Offeror certifies that this proposal response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same product and that this proposal 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 proposal non-responsive and unqualified for award.

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**MINORITY & WOMEN-OWNED BUSINESS ENTERPRISE CERTIFICATION**

The Proposer should complete the following information:

Is Proposer 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.)

Type of Labor, Service

1. Name of Firm Person(s) Contacted or Material Quoted Date

\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_

1. 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.)

Type of Labor, Service Amount of Contract

Name of Firm or Material Quoted Subcontract

\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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.

1. 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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. 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)

(Seal and attest Seal if Proposal is by Corporation)



**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: **3134** Company Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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| --- | --- |
| List of employee(s) assigned to the project: |  |
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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 #:

E-mail:

* + - 1. Project Location and Scope:

Agency Name:

Address:

Contact Person: Telephone #:

E-mail:

* + - 1. Project Location and Scope:

Agency Name:

Address:

Contact Person: Telephone #:

E-mail:

**Company:**

**Signature:**

**Title: Date:**

**ROANOKE CITY PUBLIC SCHOOLS' CERTIFICATION FOR LOCALLY OWNED BUSINESS ENTERPRISE   
(FORM DJI-F)**

In an effort to qualify as a locally owned business enterprise under the Roanoke City School Board’s Plan for Participation in Procurement Transactions with locally owned businesses, I voluntarily submit that the information set forth below is true and accurate.

Name of Business\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_ Corporation \_\_\_\_ Partnership

\_\_\_\_ Other (Please Describe)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address of Business\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Business Phone No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Other Phone No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Owner(s)/Owner’s Permanent Address/% of Ownership

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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The following documents must be attached to or accompany this Certification in order to be considered a locally owned independent business under the Roanoke City School Board’s procurement program.

Copy of current business license AND

a. If a corporation - Copy of the Articles of Incorporation and the minutes from the last annual meeting.

b. If a partnership - Copy of the Partnership Agreement.

By signature below, I hereby certify that the information set forth in this certification is true and accurate. I further certify that I am an owner of the independent business listed in this certification and that my permanent residence is in the Commonwealth of Virginia within fifty (50) miles of the City of Roanoke. Finally, I certify that the business documents that are attached to and made a part of this certification are true and accurate copies.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Company Officer/Date Signature of Company Officer

**CERTIFICATION OF PROPOSAL**

**RFP 3134**

**STUDENT TRANSPORTATION SERVICES**

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 Offeror certifies that the Offeror, 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 Offeror, 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

**DETACH AND SECURELY AFFIX THIS FORM**

**TO THE FRONT OF THE ENVELOPE**

MC900340338[1]Detach Here- - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - -

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| Company Name | |
| Company Mailing Address | |
| Company City, State, Zip | |
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|  | Roanoke City Public Schools  ***Attn: Eric Thornton, Purchasing Director***  Purchasing Department  40 Douglass Avenue NW  Roanoke, VA 24012 | |  |
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|  | |  |  |
| Roanoke City Public Schools ----------- **RFP No. 3134**  Closing Time and Date of Proposal ------------ **October 27, 2023; 3:00 P.M.** | | |  |
|  | |  |  |

**Attachment A**

**Cost Proposal Template**

Complete and submit cost proposal information using the Excel file posted with this RFP: Attachment A - Cost Proposal Template.xlsx.

**Attachment B**

**Roanoke City Public Schools Pupil Transportation Services**

***At a Glance***

|  |  |  |
| --- | --- | --- |
| Total Enrollment (Fall 2023) |  | 13,707 |
| Approximate Number of School Bus Riders |  | 7,200 |
| Number of regular routes | Regular routes go to and from school daily. One route includes pick up and drop off for four schools at 30 minute intervals | Approximately 56 |
| Number of special education and preschool routes | Special Education (SPED) and preschool routes go to and from school daily. They require a bus aide, and/or other accommodations based on the requirements in a special education student’s Individual Education Plan (IEP). | Approximately 52 |
| Afterschool Program Routes | RCPS provides school bus transportation home from RCPS afterschool programs. These are established routes leaving the school between 5:30 and 6:30 p.m. RCPS also provides two activity runs daily from each middle and high school to transport students home who stay after for athletic practices, club meetings, tutoring, etc. These buses leave the school at 5:30 p.m. and do not have established routes. The route varies depending on what students are on the bus on any given day. | 45 |
| Mid-Day Runs | RCPS has several programs that are part-day, or require students to change locations mid-day. Examples include high school students going between their home school and the Roanoke Valley Governor’s School, high school students going between their home school and the Roanoke Technical Education Center (ROTEC), and special education students in part-day preschool programs. Note: Once the second Career and Technical Education Center opens, routes needed for these classes will reduce. | 63 |
| Summer Program Transportation | RCPS has a robust summer enrichment program for grades K-8 in addition to remedial summer school for all grades as needed. This is a six-week program, 8 a.m. – 2 p.m. for Elementary, and 9 a.m. – 3 p.m. for middle school called RCPS+. Some schools also make an extended “after school” program available after RCPS+ ends each day, necessitating some late run bus routes to carry students home. | # of Routes:  Regular-59  SPED-34  Mid-Day (one way)-16  Late Runs-12 |
|  |  |  |
| Field Trips | Estimated number of field trips to be taken in 2022-2023 | 2,000 |
| Average Weekly Mileage | Within a 5-day week including all routes, mid-day runs, afterschool program late runs, field trips etc. | 50,000 miles |

**Attachment C**

**Definitions**

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| --- | --- |
| **MILEAGE CLASSIFICATIONS – VIRGINIA DEPARTMENT OF EDUCATION (VDOE)** | |
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| **Regular** | Miles traveled to and from school on buses considered "regular scheduled" buses because none of the riders on board require specialized design, equipment and/or staffing. These miles include transporting students to and from school each day for instructional purposes. |
|  |  |
| **Exclusive** | Miles traveled to and from school by transportation designated as exclusive because any pupil rider on board, by virtue of an Individualized Education Plan (IEP), requires transportation specialized in its design, equipment and/or staffing. This includes non-school bus transportation provided in school board owned vehicles, designed to carry 10 passengers or less including the driver. |
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| **Special Trips** | Miles traveled for special activities such as field trips, etc. |
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| **Federal Programs** | Miles traveled transporting students in programs funded with federal funds. |
|  |  |
| **Between Schools** | Miles traveled with students on board between schools during the regular school day for instructional programs. |
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| **Summer School** | Miles traveled to transport students to and from summer school instructional programs. |
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| **Deadhead** | Miles traveled without students on board. |
|  |  |
| **ROANOKE CITY PUBLIC SCHOOLS SPECIFIC TRIP TYPES OR DESCRIPTIONS** | |
|  |  |
| **Route** | Roanoke City Public Schools has four bell times at 30 minute intervals. For the purposes of this RFP, a route is considered the stops and drop offs assigned to one bus or other vehicle to get students to school and back home again each day. In most cases, the morning portion of a route will include tier one pick ups, drop off at school one, tier two pick ups, drop off at school two, tier three pick ups, drop off at school three, tier four pick ups, and drop off at school four. The afternoon portion of most routes will include pick up at school one, drop tier one students home, pick up at school two, drop tier two students home, and so forth. |
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| **Field Trips** | Special trips that take place within Roanoke or the surrounding area, and for which a school bus is used. |
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| **Summer School** | RCPS runs both remedial and enrichment (elementary and middle school) summer programs for six weeks (typically 29 days) each summer. |
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| **Charter** | Special trips that due to distance and/or duration, require the use of a charter bus coach. |
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| **Afterschool Buses** | This includes buses with established routes to carry students home from afterschool programs (leaving school at 5:30-6:30 p.m.) as well as activity runs, which are buses that provide daily transportation home from middle schools and high schools for any students who stay late (5:30 p.m.) for athletic practices, club meetings, or other school activities. No set route is established for activity runs, the routes vary depending on who rides the bus each day. |
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| **Special Education Routes** | See the VDOE definition of Exclusive Routes above. |
|  |  |
| **Mid-Day Runs** | This includes any route that runs during the middle of the day. Examples include transporting students between their home school and the Governor's School, transporting students between their home school and the Roanoke Technical Education Center (ROTEC), and transporting students to/from half-day preschool programs. |
|  |  |
| **Summer School Late Runs** | Transporting students home from the extended "after school" program that follows the regular summer RCPS+ program at some schools. |