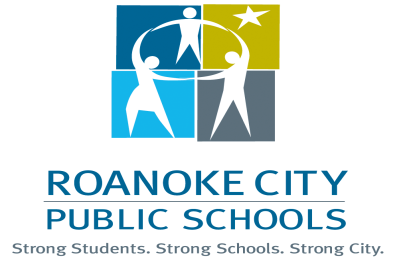
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Purchasing and Financial Control

P. O. Box 13145 • Roanoke, VA 24031

(540) 853-1348 • Fax (540) 853-2836

March 13, 2023

**INVITATION FOR BID**

**IFB 3114**

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

**B5 BIODIESEL**

**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: March 28, 2023; 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 March 28, 2023, 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/departments/administrative_departments/Purchasing_Department/> , ***Click* on Bids, RFP’s, Awards, and Cancellations)** 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/departments/administrative_departments/Purchasing_Department/> . ***Click* on Bids, RFP’s, Awards, and Cancellations.**

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

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

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Attachment A – Above Ground Storage Tank Spill Prevention Procedures

**IFB 3114**

**B5 BIODIESEL**

**I. PURPOSE**

The purpose of this Invitation for Bid is for Roanoke City Public Schools (“RCPS”, “Owner”) to procure a Contractor (“Offeror”) to supply B5 Biodiesel for District-wide school bus transportation.

**II. BACKGROUND**

Roanoke City Public Schools (“RCPS”) is a progressive urban school district serving the City of Roanoke, Virginia. The district is comprised of seventeen elementary schools, five middle schools, two high schools, the Roanoke Valley Governor’s School for Science and Technology, the Noel C. Taylor Learning Academy, Forest Park Academy (which serves overage and under-credited middle school and high school students), adult education programs, and preschool programs for low-income families as well as after-school programs to assist students needing additional instruction. RCPS has approximately 13,130 students.

**III. STATEMENT OF NEED**

Roanoke City Public Schools is seeking procurement from one entity. The Successful Bidder shall be required to supply RCPS with B5 Biodiesel, a blend of Ultra Low Sulfur Diesel Fuel (“ULSD”) and not more than 5% Biodiesel (“B100”), on a guaranteed fixed differential price. Such guaranteed fixed differential price for ULSD fuel will be added to the NYMEX New York Harbor Heating Oil Futures per Gallon. Such ULSD fuel shall be delivered to the RCPS facility located at 5401 Barns Avenue, Roanoke, Virginia. RCPS facility has one 10,000 gallon above ground storage tank at that location.

RCPS’ procurement the B5 Biodiesel is to be on a **guaranteed fixed differential price** per gallon.

The guaranteed fixed differential price for the B5 Biodiesel will be added to the NYMEX New York Harbor Heating Oil Futures per Gallon as set forth in this IFB.

The delivery of such fuel shall be in accordance with a Schedule of Deliveries to be agreed upon between RCPS and the Successful Bidder. The term “Successful Bidder” includes any Bidder to whom an award may be made.

Bidders are advised that the quantities listed in the Bid Form are estimates only of anticipated amounts that will be needed by RCPS for a twelve (12) month term, and options for an eighteen (18) month term, and a twenty-four (24) month term of any resultant Contract. The term of any resultant Contract for each governmental entity is anticipated to be from May 1, 2023 through April 30, 2024 if the twelve (12) month term is selected; May 1, 2023 through October 31, 2024 if the eighteen (18) month term is selected; or May 1, 2023 through April 30, 2025 if the twenty-four (24) month term is selected. However, the final quantity, which should be approximately the same as the estimated amounts listed in the IFB, will be determined between RCPS and the Successful Bidder. This procurement covers only the quantities of fuel that will be contained in any resultant Contract with RCPS. RCPS may obtain any fuel it may need, other than the fuels listed in any resultant Contract, from whatever sources and by whatever legal methods RCPS deems appropriate.

**IV. DESCRIPTION OF ITEMS/SERVICES REQUIRED**

1. The Successful Bidder shall be required to supply the Roanoke City Public Schools (RCPS) with B5 Biodiesel.

The following shall apply to all such B5 Biodiesel:

1. A blend of Ultra Low Sulfur Diesel Fuel (ULSD) and not more than 5% Biodiesel (B100).

2. The B5 Biodiesel fuel furnished shall comply with all applicable ANSI, ASTM, EPA, Fuel Authority,

OSHA, health, local, state, and federal rules, regulations, specifications, codes, and requirements and

be free of contamination.

3. 100% biodiesel is a fuel comprised of mono-alkyl esters of long chain fatty acids derived from

vegetable oils or animal fats, designated B100.

4. Estimated monthly volume is 25,000 gallons.

5. Deliveries shall be made in 7,500-gallon transport tankers.

6. All of the B5 Biodiesel shall be a general purpose, middle distillate fuel for diesel engines requiring low

sulfur diesel fuel.

7. All B5 Biodiesel fuel shall have a maximum sulfur content of 15 parts per million (ppm), a maximum

aromatic hydrocarbons content of 10%, and a minimum cetane number of 40.

8. The testing specifications for the B100 will be ASTM D6751 for Grade S15 (15 ppm sulfur); a copy

of the Certificate of Analysis (COA) must accompany each load of the Product when delivered to

RCPS. The standard specifications, which shall be met, at a minimum, are listed below:

Property Test Method Grade S15 Limits Units

Flash point (closed cup) D93 130.0 min °C

Water & sediment D2709 0.05 max % volume

Kinematic viscosity, 40°C D445 1.9 – 6.0 mm²/s

Sulfated ash D874 0.02 max % mass

Copper strip corrosion D130 No. 3 max N/A

Cetane number D613 47 min. N/A

Carbon residue D4530 0.50 max % mass

Acid number D664 0.50 max mg KOH/g

Free glycerin D6584 0.02 max % mass

Total glycerin D6584 0.24 max % mass

Phosphorous content D4951 0.001 max % mass

Sodium & potassium combined UOP391 5.0 max ppm

9. Delivery for RCPS is 5401 Barns Avenue, Roanoke, VA.

10. The delivery location has one (1) 10,000 gallon above ground storage tank for the B5 Biodiesel.

1. The Successful Bidder shall guarantee proper delivery of the B5 Biodiesel fuel to RCPS in the final quantities

set forth in any resultant Contract, at the guaranteed fixed differential price(s) set forth in such Contract,

and at the times set forth in the Schedule of Deliveries set forth in such Contract. If Successful Bidder

fails to comply with any of these RCPS may obtain such fuels from other sources and such Bidder

shall be responsible to RCPS for any increased amounts and other costs RCPS pays for such fuels.

All deliveries shall be delivered to designated location upon request or by pre-determined scheduling.

RCPS shall receive high priority concerning deliveries in cases such as fuel shortages, inclement

weather conditions, etc. In the event of a national or regional fuel shortage due to any unforeseen

circumstances beyond the control of the RCPS or the providing company it should be understood

and hereby advised that RCPS staff will take any action within the School Boards legal rights to maintain

school system operations.

1. Any resulting Contract, if there is one, will be awarded to the Successful Bidder for RCPS’s respective

commodity with the lowest responsive and responsible **guaranteed fixed differential price**, which

term is defined as the amount the Successful Bidder will charge RCPS per gallon for items such as freight,

margin, and any and all fees and costs associated with delivering B5 Biodiesel fuel to RCPS’s designated

location. Such respective **guaranteed fixed differential price(s)** will be added to the respective NYMEX

price for the New York Harbor Heating Oil Futures per gallon in order to arrive at the total price per

gallon for B5 Biodiesel fuel that RCPS will be charged for the term of any resultant Contract. The respective

price per gallon will be determined as of a date selected by RCPS within 30 days after the date of any bid

award. RCPS will select NYMEX New York Harbor Heating Oil Futures price per gallon during that time

period and notify the Successful Bidder of the date and price per gallon selected by RCPS and the

approximate number of gallons of B5 Biodiesel fuel RCPS will require for the term of any resultant Contract.

The Successful Bidder shall be responsible for locking in (proper procurement of) the NYMEX New York

Harbor Heating Oil Futures price per gallon for the term and approximate number of gallons of any

resultant Contract. The fuel price per gallon for the Contract period shall then be the sum of the

awarded **guaranteed fixed differential price** per gallon added to RCPS’s selected NYMEX price for the

New York Harbor Heating Oil Futures price per gallon for the respective commodity and that total will

be the total amount per gallon that the Successful Bidder will be able to charge to and receive from RCPS

for the sale and delivery to RCPS for the amount of B5 Biodiesel fuel that RCPS will require during the

term of any resultant Contract. Such final amount is sometimes referred to as the guaranteed fixed price

forward value(s). The final number of gallons of B5 Biodiesel fuel to be provided to RCPS will be

determined between RCPS and the Successful Bidder when developing a mutually agreed upon

Schedule of Deliveries for the respective commodity.

In the event of unsatisfactory performance or if pricing provided through the contract is found to be above that of the open market, RCPS reserves the right to purchase fuel from other sources or to cancel the contract.

Roanoke City Public Schools reserves the right to immediately cancel any contract or negotiate a price reduction with the contractor upon determination, by the School Board or its designee, that a contractor's price is excessive when compared to other prices available in the particular geographic area affected. Furthermore, Roanoke City Public Schools reserves the right to negotiate a fixed price for fuels with a specific price per gallon and/or length of time with the successful contracted vendor to this invitation for bids if it is deemed in the best interest of Roanoke City Public Schools as deemed necessary by Roanoke City Public Schools staff to the maximum extent provided by law.

1. RCPS reserves the right to test the fuel quality before, during, and after unloading. If the fuel fails to meet or exceed specifications and/or is contaminated, the fuel will be rejected and the Successful Bidder shall be responsible for all costs associated with removal of the fuel and must replace it within one working day after a replacement request is made, or such other time period as specified by RCPS. If not, RCPS may obtain replacement fuel and such Bidder shall be responsible to RCPS for all costs related to such matters.
2. Quantities. All quantities listed herein are ESTIMATES ONLY and final guaranteed quantities will be determined between RCPS and the Successful Bidder when developing a mutually agreed upon Schedule of Deliveries. RCPS shall be a priority customer of the Successful Bidder and be entitled to receive RCPS’s fuel on a priority basis.
3. All deliveries shall be Transport Delivery by Tank Trucks of 7,500 gallons for B5 Biodiesel fuel.
4. Environmental Management. The Successful Bidder shall be responsible for complying with all federal, state, and local environmental regulations relating to transportation, handling, storage, spillage, and any other aspect of providing the services and fuels referred to in this IFB.
5. The Successful Bidder shall provide RCPS, prior to execution of any resultant Contract, with such Bidder’s spill prevention and response procedures.
6. The Successful Bidder shall notify RCPS of any concerns or problems identified at the delivery site within 24 hours of delivery of the fuel.
7. RCPS is exempt from federal and state motor fuel and excise tax. Tax Exempt documentation will be made available to the Successful Bidder. The fuels obtained pursuant to the IFB will be sold and delivered to a tax-exempt entity for use by such entity in accordance with the provisions of the Virginia Code regarding fuel taxes.
8. Successful Bidder shall comply with RCPS’s Spill Prevention Procedures, which are made a part hereof and incorporated herein by reference. A copy of such Spill Prevention Procedures is attached to this IFB as **Attachment A**.
9. Each Bidder may be requested to provide to RCPS and will do so within five (5) days of such request, the MSDS for each fuel to be provided to RCPS.

**V. COOPERATIVE PROCUREMENT**

The procurement of goods and/or services provided for in this procurement is being conducted in accordance with Virginia Code Section 2.2-4304 and on behalf of other public bodies in Virginia or other entities as may be allowed by other provisions of the law, which might include transit systems. Unless specifically prohibited by the Successful Bidder, any resultant contract may be used by other public bodies in Virginia as allowed by Section 2.2-4304 or other provisions of the law. The Successful Bidder shall deal directly with each public agency or body, or other entity, seeking to obtain any goods and/or services pursuant to this procurement or from this procurement and in accordance with Virginia Code Section 2.2-4304. RCPS shall not be responsible or liable for any costs, expenses, or any other matters of any type to either the Bidder or the public agency or body, or other entity, seeking to obtain any goods and/or services pursuant to this cooperative procurement provision.

1. **SUBMITTAL REQUIREMENTS**

Bids must be submitted on the enclosed Bid Form and signed by an authorized individual of the company. Bids are due by **March 28, 2023, 3:00 P.M**. Bids should be mailed to:

Eric Thornton, Director of Purchasing

Department of Purchasing

Roanoke City Public Schools

40 Douglass Avenue, NW

Roanoke, VA 24012

Requests for any additional information should be directed to Eric Thornton, Director of Purchasing, at (540) 853-1348.

**VII. 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. Proof of eligibility for fuel free of excise taxes available upon request.

1. **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.
2. **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.
3. **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.
4. **Assignment of Contract**: A contract shall not be assignable by the Contractor in whole or in part

without the written consent of RCPS.

1. **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.
2. **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.
3. **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.

1. **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.
2. **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.
3. **Asbestos:** Comply with applicable Federal, State and Local regulations
4. 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.

1. 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”.

1. 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.

1. **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.

1. 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.

1. USEPA 40 CFR Part 263 Standards applicable to transporters of hazardous waste.
2. 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.*

1. **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.
   1. **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.
2. **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.

1. **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.

1. **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.
2. **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.
3. These terms and conditions are made a part of any resulting contract.

**VIII. SPECIAL TERMS AND CONDITIONS**

1. Insurance:

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.

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, 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.
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 2.2-4332(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 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 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.
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 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.
8. 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.
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. 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.
11. 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.
12. Rejection of Bids: The Superintendent or Superintendent’s designee, on behalf of the School Board, reserves the right to reject any and all bids
13. Authorization to Conduct Business in Virginia. The attention of each Bidder/Offeror is directed to Virginia Code Section 2.2-4311.2 (effective July 1, 2010) which requires a bidder or Offeror organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the Code of Virginia, as amended, or as otherwise required by law, shall include in its bid or proposal the Identification Number issued to such bidder or Offeror by the Virginia State Corporation Commission (SCC). Furthermore, any bidder or Offeror that is not required to be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or Offeror is not required to be so authorized. Please complete the following by checking the appropriate line that applies and providing the requested information:
    1. Bidder/Offeror is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such bidder’s/Offeror’s Identification Number issued to it by the SCC is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
    2. Bidder/Offeror is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such bidder’s/Offeror’s Identification Number issued to it by the SCC is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
    3. Bidder/Offeror does not have an Identification Number issued to it by the SCC and such bidder/Offeror is not required to be authorized to transact business in Virginia by the SCC for the following reason(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

15. These terms and conditions are made a part of any resulting contract.

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* + 1. **ADDITIONAL FORMS**

**Trade Secrets/Proprietary Information**

Trade Secrets or Proprietary information submitted by an Offeror, or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror or contractor must invoke the protections of this section prior to or upon submission of data or other materials to be protected and state the reasons why protection is necessary. Information leading to the decision to award, including prices and other factors, shall be made public.

Please mark one:

( ) **No**, the submittal I have turned in does not contain any trade secrets and/or proprietary information.

( ) **Yes**, the submittal I have turned in does contain trade secrets and/or proprietary information.

If YES, please list the page numbers and the reasons for why the information is considered a trade secret and/or proprietary information. **Do Not Mark the Whole Proposal Proprietary.**

**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

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

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

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

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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: **3114**

|  |  |
| --- | --- |
| 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 (List other public entities with which you have done business)**

1. Project Location and Scope: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Agency Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_ Telephone No. \_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_

2. Project Location and Scope: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Agency Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Telephone No. \_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_

3. Project Location and Scope: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Agency Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Telephone No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_

**Certification of Proposal**

**B5 BIODIESEL**

**IFB 3114**

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

* + 1. **BID FORM – IFB 3114**

**Bids are due by March 28, 2023, 3:00 P.M.**

**B5 BIODIESEL**

|  |  |  |  |
| --- | --- | --- | --- |
| **ANTICIPATED TERM** | **ESTIMATED GALLONS** |  | **Guaranteed Fixed**  **Differential Price Per Gallon** |
| **12 MONTHS**  **May 1, 2023 – April 30, 2024** | **300,000 GAL** |  |  |

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| --- | --- | --- | --- |
| **ANTICIPATED TERM** | **ESTIMATED GALLONS** |  | **Guaranteed Fixed**  **Differential Price Per Gallon** |
| **18 MONTHS**  **May 1, 2023 – October 31, 2024** | **450,000 GAL** |  |  |

|  |  |  |  |
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| **ANTICIPATED TERM** | **ESTIMATED GALLONS** |  | **Guaranteed Fixed**  **Differential Price Per Gallon** |
| **24 MONTHS**  **May 1, 2023 – April 30, 2025** | **600,000 GAL** |  |  |

The attention of each Bidder(s) is directed to VA Code sections 54.1-1100, et seq. which requires certain licenses for contractors, tradesmen, and others. Each Bidder(s) is required to determine which license, if any, it is required to have under such sections. Complete the following:

Bidder \_\_\_ does have \_\_\_ does not have a Virginia Contractor’s License (Check the appropriate block).

If Bidder has a Virginia Contractor’s License, circle the class Bidder has and list the number.

Licensed “Class A”, “Class B”, or “Class C” Virginia Contractor Number \_\_\_\_\_\_\_\_\_\_\_\_\_.

If Bidder has another type of Virginia License, please list the type and number:

Type of license \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Bidder is a \_\_ resident or \_\_ nonresident of Virginia. (Check the appropriate blank. See VA Code

Sections 54.1-1100, et seq.)

**Bid Form Continued on Next Page**

**The undersigned hereby agrees, if this Bid is accepted by RCPS, to provide the services and/or items in accordance with this Invitation for Bid and to execute a contract for such services and/or items**.

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Legal Name of Bidder Date

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Authorized Signature

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

Print or Type Name and Title

**End of Bid Form**

**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 | |
|  | |
|  | |  | |
|  | Roanoke City Public Schools  ***Attn: Eric Thornton, Director of Purchasing***  Department of Purchasing  40 Douglass Avenue NW  Roanoke, VA 24012 | |  |
|  | |  |  |
|  | |  |  |
| Roanoke City Public Schools ----------- **IFB No. 3114**  Closing Time and Date of Bid ----------- **March 28, 2023; 3:00 PM** | | |  |
|  | |  |  |