



Purchasing Department  
P. O. Box 13145 • Roanoke, VA 24031  
(540) 853-1348 • Fax (540) 853-2836  
February 21, 2024

**INVITATION FOR BID  
IFB 3143**

Notice is hereby given of the intention of the School Board for the City of Roanoke, Virginia, to contract for:

**ON-CALL DIVISION WIDE TREE TRIMMING, REMOVAL, AND RELATED SERVICES**

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

**Delivery of Bid:** It is the responsibility of the Offeror 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 Office. Receptionist will not be responsible for last minute arrivals or late bids.

**Due Date and Time: March 22, 2024; 3:00 P.M. (EST)**

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

**Bids will be publicly opened and read aloud on March 22, 2024, 3:30 P.M. @ Roanoke City Public Schools Administration Building located at 40 Douglass Avenue NW, Roanoke, VA 24012.**

In the event that School Board offices are closed due to inclement weather and/or emergency situations prior to or at the time set aside for bids, the published due date will default to the next open business day at the same time.

**Announcement of Award:** Upon the award or the announcement of the decision to award a contract as a result of this Invitation for Bid ("IFB"), 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**

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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.reps.info/Page/262>.**

*Click on "Bids, RFPs, Cancellations"*

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

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**IFB 3143**

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**ON-CALL DIVISION WIDE TREE TRIMMING, REMOVAL, AND RELATED SERVICES**

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**I. PURPOSE**

The purpose of this IFB is to solicit sealed bids for On-Call Division Wide Tree Trimming, Removal, and Related Services for the School Board of City of Roanoke, more commonly known as Roanoke City Public Schools. Roanoke City Public Schools (“RCPS”, “Owner”, or “Division”) intends to retain a qualified firm(s) (“Contractor”, “Offeror”) to provide these services for the Division. RCPS reserves the right to make an award to one or more qualified firms.

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. SCOPE OF WORK/OFFEROR QUALIFICATIONS**

The selected firm(s) shall furnish on-call tree trimming, removal, and related services which the Division may require during the period of time specified.

The Contractor will supply all materials and equipment necessary to provide turnkey, on-call tree trimming, removal, and related services as follows:

1. Emergencies (limbs or trees that fall or create a hazardous situation by blocking driveways, pedestrian walkways, or do damage to property).
  - Response time must be within two (2) hours of the initial contact from an RCPS employee regardless of whether or not there is city- or area-wide damage.
  - Work involved in emergency situations will be completed to a point of completion prior to leaving the worksite no matter the number of hours involved, unless it is agreed upon between the RCPS Grounds Supervisor or designee and the Contractor that the balance of the work can be completed during normal working hours defined as Monday through Friday, between 7:00 a.m. and 4:00 p.m.
2. Tree Removal (for dead, diseased, and those killed by lightning or suffering too much die- back).
  - Contractor shall contact RCPS Grounds Supervisor or designee prior to removal of such trees so that he/she may consider proper procedure before continuing with removal.
  - When trees are removed, the stump shall be ground below grade level.
  - Non-emergency response time shall be twenty-four (24) hours and performed within normal working hours.
3. Tree and Tree Parts Disposal
  - The Contractor shall insure that all cuttings, limbs, stumps, etc., are removed from RCPS property at the time of their removal.
  - All concrete and paved areas shall be cleaned up and left as they were before work was initiated.

- All turf areas shall be cleaned and returned to prior condition before work was begun in order that mowing may occur.
4. Cutting Requirements
    - All pruning must be performed in compliance with ANSI A300 (Part 1)-2008 Pruning or latest revision.
    - Prior to commencement of any work and to entry upon RCPS property, all cutting equipment shall be disinfected to prevent the spread of infection or contamination.
  5. Miscellaneous
    - Planting of new trees.
    - Tree arborist evaluation services.
  6. Contractor will work with a representative of RCPS who will monitor work daily.
  7. Once repairs begin, contractor will work until the conclusion of the repairs.
  8. Contractor will have a twenty-four (24) hour “non-emergency” response time.
  9. Contractor will complete a Certificate of Compliance for all employees working on the job and if a sub-contractor is used a Certificate of Compliance must also be completed for all employees who will be on the owner’s property.
  10. RCPS encourages the use of MBE and WBE if subcontractors are used.
  11. If services are needed during the school year, Contractor will work with the Principal and RCPS representative of that school to ensure classes are not disrupted.
  12. Contractor is responsible for “clean up “and removal of all debris created during the course of the project.
  13. Contractor will cover and protect RCPS properties from debris.
  14. All contractors will register at the front office of the RCPS location before work begins daily.
  15. Contractor shall inform all of his employees of any RCPS’ policy on safety and that all safety-related policies and regulations should be implemented. Contractor agrees to defend and to be solely responsible for all citations, assessments, fines, or penalties which may be received or incurred by reason of Contractor’s failure or the failure of the Contractor’s agents, employees, suppliers, or subcontractors to comply with safety standards, rules, regulations, and requirements.

Offeror Qualification Requirements:

1. **Business License:** Contractor must have the appropriate business license in which their business is located and have no past history of bankruptcy or bankruptcy protection.
2. **Licensed Arborists:** All participating firms must employ licensed arborists certified by recognized professional bodies or authorities in arboriculture. These individuals should demonstrate expertise in tree care, pruning, and removal techniques.
3. **Equipment Requirements:** Bidders must possess and maintain a fleet of modern, well-maintained equipment suitable for the scope of work outlined in the project specifications. This includes but is not limited to, tree trimming equipment, stump grinders, chippers, and aerial lift trucks.
4. **Years in Business:** Bidders must have a proven track record of successful operations in the arboriculture industry, with a minimum of five years of experience. This criterion ensures that participating firms have the necessary expertise and stability to execute the project effectively.

**III. CONTRACT PERIOD**

The initial contract period will be from July 1, 2024 until June 30, 2025. Upon the mutual agreement of the parties in writing, non-exclusive contract(s) may be extended by RCPS for up to four (4) optional one (1) year renewals.

#### IV. CALENDAR OF EVENTS

	<b>Date</b>
Release Bid	02/21/2024
Mandatory Pre-bid meeting	02/28/2024 (9:00 A.M.)
Receive Written Inquiries (no later than)	03/06/2024 (5:00 P.M.)
Answer Written Inquiries	03/12/2024 (anticipated)
Receive Bids	03/22/2024 (3:00 P.M.)

#### V. PRE-BID MEETING

A **Mandatory** pre-bid meeting/site visit will be conducted February 28, 2024, at 9:00 A.M. at Roanoke City Public Schools Administration Building on Campbell located at 201 Campbell Avenue SW, Roanoke, Virginia 24011. Written questions regarding the project may be submitted via e-mail to [ethornton@rcps.info](mailto:ethornton@rcps.info).

#### VI. SUBMITTAL REQUIREMENTS

Bids must be submitted on the enclosed Bid Form and signed by an authorized individual of the company. Bids must be delivered not later than 3:00 P.M. on March 22, 2024, to:

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

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

E-mail submittals will not be accepted.

Additional Information:

- i. Requests for any additional information should be directed to Eric Thornton, Director of Purchasing, at (540) 853-1348. All answers to questions will be posted on the RCPS website at <https://www.rcps.info/Page/262>.
- ii. All information concerning scheduling of this project and any issues or concerns that may arise on this project are to be directed to Jeff Shawver at (540) 853-6306, or [jshawver@rcps.info](mailto:jshawver@rcps.info).
- iii. RCPS encourages use of MBE, WBE, SBE, and Local contractors.
- iv. The selected Contractors shall supply a "Certificate of Compliance" for all persons working on the project. This includes, however is not limited to, said contractor's employees and any subcontractor's employees.

## VII. 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 is advised, 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.

## VIII. GENERAL TERMS AND CONDITIONS

1. **Taxes:** State sales and use tax certificate of exemption, Form ST-12 will be issued upon request, if you do not have same on file. Deliveries against this Bid shall be free of excise or transportation taxes.
2. **Mandatory use of RCPS Forms and Terms and Conditions:** Failure to submit a Bid on the official forms provided for that purpose shall be a cause for rejection of the Bid. Return of the completed document is required. Modification of or additions to any portion of the solicitation may be cause for rejection of the Bid; however, RCPS reserves the right to decide, on a case-by-case basis, in its sole discretion, whether or not to reject such a Bid as non-responsive. Supplementary data and information which respond to inquiries, demonstrate qualifications and expertise, etc., may be attached to the Bid forms.
3. **Precedence of Terms:** Except for Paragraphs 1 and 2 of the General Terms and Conditions for Professional Services, which shall apply in all instances, in the event there is a conflict between the General Terms and Conditions for Professional Services and any Special Terms and Conditions used in a particular procurement, the Special Terms and Conditions shall apply.
4. **Default:** In case of failure to deliver the reports, documents, or services in accordance with the contract terms and conditions, RCPS, after due oral and written notice, may procure from other sources and hold Vendor responsible for any resulting additional procurement and administrative. This remedy shall be in addition to any other remedies which RCPS may have.
5. **Assignment of Contract:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of RCPS.
6. **Antitrust:** By entering into a contract, the Offeror conveys, sells, assigns, and transfers to RCPS all rights, title, and interest in and to all causes of the action it may now or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by RCPS under said contract.
7. **Ethics in Public Contracting:** By submitting the Bid, 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 Bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged.
8. **Anti-Discrimination:** By submitting their Bid, all Offerors certify to RCPS that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair

Employment Act of 1975, as amended, where applicable, and Section 11-51 of the Virginia Public Procurement Act which provides:

A. In every contract over \$10,000, the provisions 1 and 2 below apply:

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

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
  2. The contractor will include the provisions of paragraphs 1, above, in every subcontract or purchase order over \$10,000 so that the provisions will be binding upon each subcontractor or Contractor.
9. **Debarment Status:** By submitting a Bid, all Offerors certify that they are not currently debarred from submitting Bids on contracts by any agency of the Commonwealth of Virginia, nor are they an agent of any person or entity that is currently debarred from submitting Bids on contracts by any agency of the Commonwealth of Virginia.
  10. **Applicable Law and Courts:** Any contract resulting from this solicitation shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with applicable federal, state and local laws and regulations.
  11. **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 Bid 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.
  12. **Anti-Collusion Certification:** By signing the Bid, the Offeror certifies that the Bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a Bid 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 Bid and certifies that the individual signing the proposal is authorized to do so.
  13. **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 day, however.
  14. **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.
  15. **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.

16. **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.
17. **Contract Incorporation:** These terms and conditions are made a part of any resulting contract.

## IX. SPECIAL TERMS AND CONDITIONS

### 1. **Insurance:**

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

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

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

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

2. **Audit:** The Offeror agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by RCPS. RCPS shall have full access to and the right to examine any of said materials during said period.
3. **Termination of Contract:** RCPS reserve the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days' written notice to the contractor. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver any outstanding orders issued prior to the effective date of cancellation.
4. **Modification of Contract:** RCPS may, upon mutual agreement with the Offeror, issue written modifications to the statement of needs as a part of this contract, except that no modifications can be made which will result in an increase of the original project order contract price by \$50,000 or a cumulative amount of more than 25%, whichever is greater, without the advance written approval of the Superintendent or designee.
5. **Ownership of Materials:** Ownership of all data, materials, and documentation originated and prepared for the Roanoke City School Board pursuant to the proposal shall belong exclusively to the Roanoke City School Board and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the Offeror shall not be subject to public disclosure under the Freedom of Information Act, unless otherwise required by law or a court; however, the Offeror must invoke the protection of Section 2.2-4332(F) of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must SPECIFICALLY identify the data or materials to be protected and state the reason why protection is necessary. The proprietary or

trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire Bid document, line item prices, and/or total proposal prices as proprietary, or trade secrets, is NOT ACCEPTABLE and may result in REJECTION of the bid.

6. **Subcontracts:** No portion of work shall be subcontracted without prior written consent of RCPS. In the event the Contractor desires to subcontract some or part of the work specified herein, the Contractor shall furnish RCPS the names, qualifications, and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work done by the subcontractor(s) and shall assure compliance with all contract requirements.
7. **Indemnification:** The contractor agrees to be responsible for, indemnify, defend and hold harmless RCPS, its officers, agents, and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily or mental injury or property damage that may happen to occur in connection with and during the performance of the contract, including but not limited to claims under the Workers' Compensation Act. The contractor agrees that it will, at all times, after the completion of the work, be responsible for, indemnify, defend, and hold harmless RCPS, its officers, agents and employees from all liabilities resulting from bodily or mental injury or property damage directly or indirectly arising out of the performance or nonperformance of the contractor.
8. **Bid Acceptance Period:** Any Bid resulting from this solicitation shall be valid for 90 days. At the end of the 90 days, the Bid may be withdrawn at the "written" request of the Offeror. If the Bid is not withdrawn at that time, it remains in effect until an award is made or the solicitation is canceled. Withdrawal of Bids due to error shall be in accordance with Section II-54 (ii), Code of Virginia.
9. **Late Bids:** To be considered for award, Bids must be received by Roanoke City Public Schools, Attention Eric Thornton, 40 Douglass Ave NW, Roanoke, VA 24012, by the designated opening date and hour. The official time used in the receipt of bids is that time on the clock located in RCPS Purchasing Department. Bids received after the designated opening date and hour are automatically disqualified and will not be considered. Roanoke City Public Schools is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or another means of delivery. It is the sole responsibility of the Offeror to insure that its Bid reaches Roanoke City Public Schools Purchasing Department by the designated date and hour.
10. **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.
11. **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.
12. **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.

13. **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.
14. **Contract Documents:** The contract entered into by the parties shall consist of the Bid documents, the signed Bid 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.
15. **Rejection of Bids:** The Superintendent or designee, on behalf of the School Board, reserves the right to reject any and all Bids.
16. **Procedure for Protest:** Any vendor submitting a proposal may protest the award or decision to award a contract by submitting a written protest to the Superintendent 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)
17. **Disclosure of Bid Contents:** Ownership of all data, materials, and documentation originated and prepared for the Roanoke City School Board pursuant to the bid 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 court; however, the Offeror must invoke the protection of Section 2.2 -4332 (F) of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must SPECIFICALLY identify the data or materials to be protected and state the reason why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute a trade secret or proprietary information. The classification of an entire bid document, line item prices, and/or total bid prices as proprietary, or trade secrets, is NOT ACCEPTABLE and may result in REJECTION of the bid.
18. **Drug Free Workplace:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in violation of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

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

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**X. ADDITIONAL FORMS**

**STATE CORPORATION COMMISSION FORM**

This form must be returned with response to solicitation.

**Virginia State Corporation Commission ("SCC") registration information. The undersigned Offeror:**

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

\_\_\_\_\_.

**-OR-**

\_\_\_\_\_ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust.

**-OR-**

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

**-OR-**

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

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

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

**ANTI-COLLUSION CERTIFICATION**

The Offeror certifies that this 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.)

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

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

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

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

- 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.)

<u>Name of Firm</u>	<u>Results of Contact</u>
_____	_____
_____	_____

- 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)





**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: **3143**

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

List of employee(s) assigned to the project:	

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

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

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

Name of Company Officer \_\_\_\_\_ Date \_\_\_\_\_

Signature of Company Officer \_\_\_\_\_ Rev. 8/2020

**Reference Form**

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

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

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

Contact Person: \_\_\_\_\_ Telephone #: \_\_\_\_\_

E-mail: \_\_\_\_\_

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

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

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

Contact Person: \_\_\_\_\_ Telephone #: \_\_\_\_\_

E-mail: \_\_\_\_\_

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

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

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

Contact Person: \_\_\_\_\_ Telephone #: \_\_\_\_\_

E-mail: \_\_\_\_\_

**Company:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**CERTIFICATION OF BID**

**IFB 3143**

**ON-CALL DIVISION WIDE TREE TRIMMING, REMOVAL, AND RELATED SERVICES**

The undersigned certifies a comprehension of the specifications in the foregoing bid, and that the merchandise or service submitted for this bid meets or exceeds industry standard. The undersigned agrees to the terms of the Bid and if awarded agrees that these terms will serve as a legal contract. 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 solicitation.

FIRM \_\_\_\_\_

BY \_\_\_\_\_

**(Signature validates bid)**

\_\_\_\_\_  
(Print or type name)

TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

TELEPHONE \_\_\_\_\_

TOLL-FREE NUMBER \_\_\_\_\_

FAX NUMBER \_\_\_\_\_

E-MAIL \_\_\_\_\_

DATE \_\_\_\_\_

**XI. BID FORM – IFB 3143**

**General Tree Services**

Description of Service	<b>&gt;Greater than &lt;Less than (Based on DBH)</b>	Price
Tree removal (other than for emergency reasons). Includes stump grinding to prevent grow-back and unsightliness. (includes tree and disposal)	>6", <12"	\$ _____
	>12", <18"	\$ _____
	>18", <24"	\$ _____
	>24", <30"	\$ _____
	>30", <36"	\$ _____
	>36", <42"	\$ _____
	>42", <48"	\$ _____
	>48", <54"	\$ _____
Tree trimming (other than for emergency reasons). Includes stump grinding to prevent grow-back and unsightliness. (includes tree and disposal)	>6", <12"	\$ _____
	>12", <18"	\$ _____
	>18", <24"	\$ _____
	>24", <30"	\$ _____
	>30", <36"	\$ _____
	>36", <42"	\$ _____
	>42", <48"	\$ _____
	>48", <54"	\$ _____
Tree removal ( <b>for emergency visits</b> , as required) tree removal includes stump grinding to prevent grow-back and unsightliness (includes tree and disposal)	>6", <12"	\$ _____
	>12", <18"	\$ _____
	>18", <24"	\$ _____
	>24", <30"	\$ _____
	>30", <36"	\$ _____
	>36", <42"	\$ _____
	>42", <48"	\$ _____
	>48", <54"	\$ _____
Tree trimming ( <b>for emergency visits</b> , as required) Includes stump grinding to prevent grow-back and unsightliness. (includes tree and disposal)	>6", <12"	\$ _____
	>12", <18"	\$ _____
	>18", <24"	\$ _____
	>24", <30"	\$ _____
	>30", <36"	\$ _____
	>36", <42"	\$ _____
	>42", <48"	\$ _____
	>48", <54"	\$ _____
Disease Treatment for Trees	\$_____ per man/hour	

Tree arborist evaluation services	\$_____ per man/hour
Cost of planting new trees. (NOTE: RCPS acknowledges that, due to varying site conditions in the Roanoke area, bidders may be unable to provide pricing per diameter class, and that differences may exist between planting a B and B versus a containerized tree; nevertheless, pricing for this service must be given per man/hour to plant either.)	\$_____ per man/hour

**Additional Charges:**

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**BIDDER:** \_\_\_\_\_

(Firm) \_\_\_\_\_

(Address) \_\_\_\_\_


\_\_\_\_\_  
(Telephone)

\_\_\_\_\_  
(FAX)

\_\_\_\_\_  
(Ink Signature and Title)

\_\_\_\_\_  
(Date)

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

 Detach Here-----

Company Name
Company Mailing Address
Company City, State, Zip
<div data-bbox="469 970 1317 1245" style="border: 1px solid black; padding: 10px; text-align: center;"><p>Roanoke City Public Schools <b><i>Attn: Eric Thornton, Purchasing Director</i></b> Department of Purchasing 40 Douglass Avenue NW Roanoke, VA 24012</p></div>
Roanoke City Public Schools ----- <b>IFB 3143</b>
Closing Time and Date of Proposal ----- <b>March 22, 2024, 3:00 PM</b>