



Purchasing and Financial Control
P. O. Box 13145 • Roanoke, VA 24031
(540) 853-1348 • Fax (540) 853-2836
July 26, 2024

**INVITATION FOR BID
IFB 3159**

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

**SALE OF SURPLUS EQUIPMENT AND PROPERTY –
ROANOKE TECHNICAL EDUCATION CENTER AT GIBBONEY HALL
VEHICLE LIFT**

Bid Submission Requirements:

Bids must be received by the Bid Due Date and Time at bids.purchasing@rcps.info.

Bid Due Date and Time: August 7, 2024; 3:00 P.M.

Bids will be publicly opened and read aloud on August 7, 2024, 3:30 P.M. @ Roanoke City Public Schools Administration Building located at 40 Douglass Avenue NW, Roanoke, VA 24012.

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

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

Click on “Bids, RFPs, Cancellations”

This Public Body does not discriminate against Faith-Based Organizations

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Attachment A – Pictures of Surplus Items.

Attachment B – Picture of pre-bid meeting location.

IFB
SALE OF SURPLUS EQUIPMENT AND PROPERTY –
ROANOKE TECHNICAL EDUCATION CENTER AT GIBBONEY HALL

I. PURPOSE

Roanoke City Public Schools (“RCPS”, “Owner”) is seeking sealed bids for the sale of surplus equipment and property, vehicle lift, located at Roanoke Technical Education Center, Gibboney Hall, 2200 Grandin Road. Roanoke, VA 24015.

II. SCOPE

RCPS is requesting Bids from Offerors to purchase and remove a vehicle lift, located at Roanoke Technical Education Center at Gibboney Hall, 2200 Grandin Road. Roanoke, VA 24015. Such property shall be removed and disassembled at the sole cost and expense of the successful offeror.

All pictured items must be purchased together as a lot. Individual pieces will not be sold separately.

Attachment A contains pictures of the items to be sold.

The surplus property will be sold to the highest bidder.

III. BID CONDITIONS

Payment: The winning bidder will be notified and be required to submit a bank check, made payable to Roanoke City Public Schools, for payment of any balance due. Cash will also be accepted. Such payment must be delivered to a location to be directed, where it will be accepted by Roanoke City Public Schools. When payment has been received, Roanoke City Public Schools will authorize the release of the purchased property. Full payment must be made prior to the removal of any property.

Removal: Purchased items must be picked up and removed from Roanoke Technical Education Center at Gibboney Hall, 2200 Grandin Road. Roanoke, VA 24015 by the Offeror by August 16th, 2024. Removal will be allowed only between the hours of 8:00 A.M. to 5:00 P.M., Monday through Friday, and weekends by special appointment only. Removal must be coordinated with maintenance personnel.

IV. CALENDAR OF EVENTS

| | Date |
|--|--------------------------|
| Release Bid | 07/26/2024 |
| Mandatory pre-bid meeting /site visit | 08/02/2024 (9:00 A.M) |
| Receive Written Inquiries (no later than) * | 08/05/2024 (5:00 P.M.) |
| Answer Written Inquiries | 08/06/2024 (anticipated) |
| Receive Bids | 08/07/2024 (3:00 P.M.) |

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

V. PRE-BID MEETING

A **MANDATORY** pre-bid meeting/site visit will be conducted on **August 2, 2024, at 9:00 A.M.** at Roanoke Technical Education Center at Gibboney Hall, 2200 Grandin Road. Location at Roanoke Technical Education Center at Gibboney Hall, at the building indicated in **Attachment B**.

VI. SUBMITTAL REQUIREMENTS

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

Bids must be received by the Bid Due Date and Time at bids.purchasing@rcps.info.

Bid Due Date and Time: August 7, 2024; 3:00 P.M.

VII. GENERAL TERMS AND CONDITIONS

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 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. **Assignment of Contract:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of RCPS.
4. **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.

5. **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.
6. **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.
7. **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.
8. **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.
9. **Asbestos:** Comply with applicable Federal, State and Local regulations
 - A. Asbestos Hazard Emergency Response Act (AHERA) regulations contained in 40 CFR 763. Title 29, Code of Federal Regulations, Section 1910.134, 1910.1001, 1910.1200, 1926.58, and 1926.1101 of the Occupational Safety and Health Administration (OSHA), US. Department of Labor.
 - B. Title 40, Code of Federal Regulations, EPA workplace guidelines include those

pertinent sections of part I and II, EPA Guideline document 560/5-S5-024, "Guidance for Controlling Asbestos Containing Materials in Buildings".

- C. All State, County, and City codes and ordinances as applicable.
Air sample certification shall be provided prior to substantial completion indicating levels are with the recommendations per local, state and federal levels for schools.

10. Lead: Comply with applicable Federal, State and Local regulations

- A. Title 29, Code of Federal Regulations (CFR), Occupational Safety and Health Administration (OSHA), U.S. Department of Labor:
- 1910 General Industry Standards
 - 1910.1025 Lead Standard for General Industry
 - 1910.134 Respiratory Protection
 - 1910.1200 Hazard Communication
 - 1910.245 Specifications for Accident Prevention (Sign and Tags)
 - 1926.62 Lead Exposure in Construction
- B. Title 40, CFR Part 50, Appendix G, National Ambient Air Quality for Lead.
- C. ASTM-American Society for Testing Materials.
- D. ANSI Z288.2.8 Practices for Respiratory Protection.
- E. ANSI Z9.2 1979 Fundamentals Governing the Design and Operation of Local Exhaust systems.
- F. United States Housing and Urban Development (HUD) Guidelines for the Evaluation and Control of Lead-Based Paint in Housing, revised, October, 1997.
- G. Code of Virginia, Lead-Based Paint Activities VAC 15-30-650.
- H. Virginia Department of Environmental Quality, Hazardous Waste Management regulations 9VAC 20-60-10 thru 1480.
- I. USEPA 40 CFR Part 260 Hazardous waste management system.
- J. USEPA 40 CFR Part 261 Identification and listing of hazardous waste.
- K. USEPA 40 CFR Part 262 Standards applicable to generators of hazardous waste.
- L. USEPA 40 CFR Part 263 Standards applicable to transporters of hazardous waste.
- M. USEPA 40 CFR Part 264 Standards for owners and operators of hazardous waste treatment, storage, and disposal facilities.
- N. USEPA 40 CFR Part 265 Interim status standards for owners and operators of hazardous waste treatment, storage, and disposal facilities.
- O. USEPA 40 CFR part 266 Standards for the management of specific hazardous wastes and specific types of hazardous waste management facilities.
- P. USEPA 40 CFR Part 267 Interim standards for owners and operators of new hazardous waste land disposal facilities.
- Q. USEPA 40 CFR Part 268 Land disposal restrictions.
- R. USEPA 40 CFR Part 269 EPA administered permit programs: The Hazardous Waste Permit program.
- S. USEPA 40 CFR Part 270 Requirements for authorization of state Hazardous waste Programs.
- T. USEPA 40 CFR Part 270 Approved State hazardous waste management programs.

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

13. **Qualifications of Offerors:** RCPS may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to remove the surplus property from Lucy Addison Middle School, and the Offeror shall furnish to RCPS all such information and data for this purpose as may be requested. RCPS reserves the right to inspect Offeror's physical plant prior to award to satisfy questions regarding the Offeror's capabilities. RCPS further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy RCPS that such Offeror is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
14. **Anti-Collusion Certification:** By signing the proposal, the Offeror certifies that the proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. The Offeror understands that collusive bidding is a violation of the Virginia Governmental Frauds Act and Federal Law and can result in fines, prison sentences, and civil damage awards. The Offeror agrees to abide by all conditions of the proposal and certifies that the individual signing the proposal is authorized to do so.
15. **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.
16. 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.

2. 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.
3. 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.
4. Late bids: To be considered for award, bids must be received by Roanoke City Public Schools by the designated submittal 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.
5. 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.
6. Contract Documents: The contract entered into by the parties shall consist of the Offeror's Bid, and an agreement allowing the offeror onto RCPS property to remove the surplus property, 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.
7. Rejection of Bids: The Superintendent or Superintendent's designee, on behalf of the School Board, reserves the right to reject any and all bids
8. 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:

- A. 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 _____.
- B. 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 _____.
- C. 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):

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

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IX. ADDITIONAL FORMS

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: _____

**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: **3159**

| | |
|--|--|
| 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

X. BID FORM

**SALE OF SURPLUS EQUIPMENT AND PROPERTY –
ROANOKE TECHNICAL EDUCATION CENTER AT GIBBONEY HALL , VEHICLE LIFT**

1. BASE BID:

The undersigned, as bidder, hereby declares that the only person or persons interested in this proposal as Principal or Principals is/are named herein and that no other person than herein mentioned has any interest in this proposal or in any contract to be entered into; that this proposal is made without connection with any other person, company, or parties making a bid or proposal; and that it is, in all respects, fair and in good faith without collusion or fraud.

Bidder proposes and agrees, if they are the successful bidder, to remove the Vehicle Lift from Roanoke Technical Education Center, Gibboney Hall, at their sole cost and expense.

Purchase Price: For the total sum of _____ Dollars

(\$_____).

2. TIME OF COMPLETION:

- a. Work at the site shall commence as indicated with a Notice to Proceed from the Owner.
- b. The Work shall be completed by **August 16th, 2024**.

3. CONTRACT PROVISIONS:

In submitting the Bid, the Undersigned agrees:

- a. to comply with all requirements indicated in the Invitation for Bid.
- b. to accept the provisions of the Bidding Documents.
- c. to accomplish the Work in accordance with the Bidding Documents in the time stipulated in Article III of this Bid.
- d. that the surplus property is being purchased “as is.” RCPS makes no warranties, express or implied, that the property is suitable for undersigned intended purposes or that the property is in operating condition.

I understand that (a) the bid will be awarded on the basis of the highest single bid for all items, (b) the words will prevail in the case of a discrepancy between the words and the written figures, (c) RCPS reserves the right to reject any and all bids, and waive any minor or non-material informalities, if deemed to be in its best interests and (d) I must submit my bid payment to be considered responsive. I certify, under the penalties of perjury, that (1) I have had an opportunity to view the full bid package and am aware it was my responsibility to perform my own due diligence appropriate to submitting this bid, (2) I am fully authorized to submit this bid, (3) I have not engaged in discussions, negotiations, or collusion with any person to determine what my bid will be.

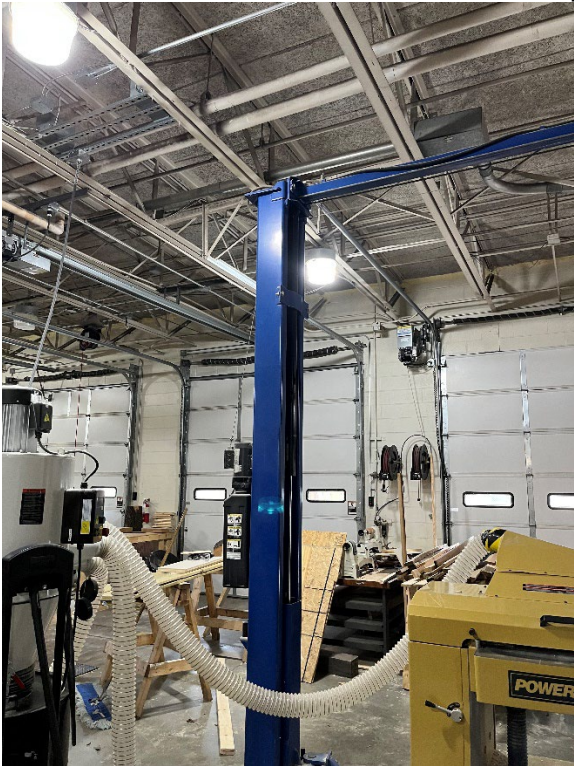
Signature of Bidder

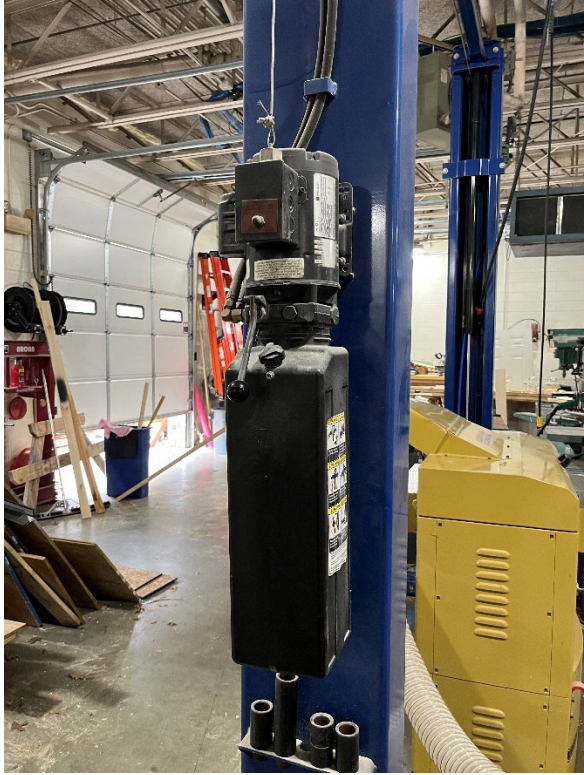
Title of Bidder

Signed this _____ day of _____, _____

END OF BID FORM

Attachment A – Pictures of Surplus Items.





Attachment B – Picture of pre-bid meeting location.

