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Purchasing Department

P. O. Box 13145 • Roanoke, VA 24031

(540) 853-1348 • Fax (540) 853-2836

**April 18, 2023**

**REQUEST FOR PROPOSAL**

**RFP 3117**

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

**PERIODIC AHERA SURVEILLANCE AND TRAINING**

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

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

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

**Due Date and Time: May 12, 2023; 3:00 P.M. (EST)**

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

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

**Announcement of Award**: Upon the award or the announcement of the decision to award a contract

as a result of this 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**

**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/departments/administrative\_departments/Purchasing\_Department/**](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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**RFP 3117**

**PERIODIC AHERA SURVEILLANCE AND TRAINING**

1. **PURPOSE**

The purpose of this Request for Proposal (“RFP”) is to solicit sealed proposals through competitive negotiation for Periodic Asbestos Hazard Emergency Response Act (“AHERA”) Surveillance and Training for Roanoke City Public Schools. Roanoke City Public Schools (“RCPS,” “Owner,” or “Division”) intends to retain a qualified firm(s) (“Contractor” or “Offeror”) to provide these services for the Division. RCPS reserves the right to make an award to one or more qualified Offerors.

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.

1. **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 and approximately 2,700 employees.

1. **STATEMENT OF NEED**

RCPS is requesting Proposals from Offerors to provide AHERA surveillance at thirty-four (34) locations. The AHERA surveillance at these thirty-four locations will also include three (3) mobile classroom buildings, in addition to other services as listed in this RFP. The description of services shall establish minimum requirements and expectations of RCPS. RCPS reserves the right to wave any or all requirements specified herein.

Contractor is to conduct a three-year re-inspection and update the management plan to ensure compliance with 40 CFR 763, subpart E to Appendix C, Asbestos Hazard Emergency Response Act (AHERA).

1. The Contractor selected will submit to the awarding authority:
2. a copy of the licenses of all employees of the Contractor who are authorized to conduct re-inspections and develop management plans in the Commonwealth of Virginia (“Virginia”).

 b) a copy of any citations or violations issued to the Contractor or any of its employees who are authorized to conduct re-inspections and develop management plans in Virginia.

 c) a copy of professional liability insurance for errors and omissions in the amount of $1 million to cover the Asbestos Inspectors and Asbestos Management Planners in its employ.

 d) a copy of the Contractor's business certificate indicating that the Contractor is in

 good standing.

1. The Contractor will assign only those consultant(s) who are bona-fide employees of said Contractor to perform the functions specified under this RFP. Any consultant(s) assigned to provide services under the terms of the contract must hold a valid, current license in the appropriate discipline(s) issued by the authorized Virginia agency.
2. Upon arrival, and prior to initiating the re-inspection, the Asbestos Inspector(s) shall present to the Designated Person, a current, valid form of identification and a current, valid Asbestos Inspector license issued by the authorized Virginia agency.
3. The re-inspection shall be performed pursuant to 40 CFR 763.85(4)(b)(3)(i) through (vii), and at a minimum, the consultant(s) shall:
* Visually re-inspect and reassess, under 40 CRF 763.88, the condition of all friable known or assumed Asbestos-Containing Building Material (“ACBM”).
* Visually inspect materials that was previously considered nonfriable ACBM and touch the material to determine whether it has become friable since the last inspection or re-inspection.
* Identify any homogeneous areas with material that has become friable since the last inspection or re-inspection.
* (Optional-upon request of LEA) Collect bulk samples and submit the samples for analysis in accordance with 40 CFR 763.86 and 40 CFR 763.87 for each homogeneous area of newly friable material that is already assumed to be ACBM. All samples will be analyzed by a laboratory with current National Voluntary Laboratory Accreditation Program (“NVLAP”) accreditation.
1. The re-inspection report will clearly indicate the date of inspection and shall be signed by each inspector and/or management planner who contributes to the re-inspection and the review or revision of the management plan.
2. The re-inspection report will identify homogeneous areas consistent with the terms and intent of AHERA. To satisfying the scope of work under this RFP, only materials that are uniform in color, texture and size will be considered homogeneous.
3. The Contractor will submit the re-inspection report in a user-friendly document that, when reviewed by parents, teachers, or other interested parties, will clearly identify the types, locations, amounts and condition of the following:
* any ACBM that is assumed to be Asbestos-Containing Material (“ACM”).
* any material that was sampled and determined to be non-asbestos containing.
* any material that was sampled and determined to be ACM.
1. The Contractor will submit a re-inspection report and revised management plan that is consistent with the industry standard and demonstrates a state of the art work product that reflects current technology and best practices.
2. The Contractor will submit the re-inspection report to RCPS within 30 days of the inspection, for inclusion into the updated management plan.
3. The Contractor shall ensure that response action(s) recommendations described in the

management plans are specific to the site and to the ACBM involved, and that the

implementation schedule is clear.

1. The Contractor shall assign its properly licensed consultant(s) to review the management plan, any previous inspection or re-inspection report(s), and any response action records to verify that the quantities and locations of ACM are updated.
2. The Contractor shall assign its properly licensed consultant(s) to update the management plan to verify that all AHERA required elements are present, pursuant to 40 CFR 763.93(e) (1) through (12).
3. The Contractor shall assign its properly licensed consultant(s) to verify that all recordkeeping requirements are met, pursuant to 40 CFR 763.94, including:

• A current designated person statement.

• Dated copies of annual notifications and method of notification. \*

• Training records.

• Periodic surveillance records.

• Response action records.

• Outside contractor notification. \*

The Contractor shall notify RCPS which, if any, of these documents are missing from the management plan.

\**The Contractor will consult with the Designated Person on methods to be used by RCPS for annual notification and outside contractor notification, so that the plan reflects the actual methods employed by RCPS.*

1. The Contractor shall assign its properly licensed consultant(s) to review the adequacy of the Operations and Maintenance Program (“O&M”) and make updates or revisions as necessary. The Contractor shall ensure that the O&M program is site- specific and incorporates best practices and/or industry standards for the in-place management of the types, amounts, locations, and condition of the ACBM identified or assumed to be present in each school building. The Contractor shall ensure that any analytical reports for bulk sample analysis are included in the O&M Program.

As part of the O&M Program, the Contractor shall provide an updated evaluation of resources needed to complete response actions successfully and carry out re-inspection, operations and maintenance activities, periodic surveillance, and training.

1. The Contractor shall assign its properly licensed consultant(s) to provide response action recommendations that are consistent with AHERA pursuant to 40 CFR 763.93(b) through (f).
2. The Contractor will advise RCPS, in writing, of any non-compliance that is within RCPSs authority to correct, including but not limited to:
* Failure to designate a person to ensure AHERA requirements are fulfilled.
* Failure to train the designated person or maintenance/custodial personnel.
* Failure to implement a response action.
* Failure to post warning labels adjacent to friable and nonfriable ACM in routine. maintenance areas, and if the signs are not readily visible upon entry and read as required under AHERA.
1. The Contractor will provide two complete copies of the re-inspection report and updated management plan for each school within RCPS.
2. Work performed will also include, but is not limited to:

1. This task shall be performed during normal school hours or nights and weekends. Contractor must possess all certifications required to work with asbestos and lead paint areas of the project. The Contractor shall have the ability to detect and resolve any issues resolving from lead paint and asbestos in work areas. All detected areas must be noted and reported to RCPS Director of Facilities.
2. Address any bacterial fungal issues and follow proper cleaning/eradicating procedures. Must be noted and reported to the RCPS’ Director of Facilities.
3. Six (6) month surveillance at thirty-four (34) locations.
4. Three (3) year inspection on thirty-four (34) locations.
5. Storm Water Pollution Prevention Plan (“SWPPP Plan”) Compliance.
6. Two-hour awareness training for existing personnel and new hires.
7. Telephone consultation for six (6) months and three (3) year inspection.
8. Emergency response with one (1) hour of the call.
9. Written documentation for each school with findings for six (6) month surveillance/monitoring.
10. Written documentation for each school with findings for three (3) year monitoring surveillance.
11. SWPPP Plan written documentation and all required testing for four quarters of the year. Contractor submits documentation to the EPA on behalf of the Owner and Owner receives a copy.
12. A copy of business license, all certifications must be attached to each school’s report for the six month and three-year monitoring plan.
13. The three-year plan and six-month plan will be placed in a spiral bound booklet with locations broken down separately. Cover page with company name and listing of six month or three year indicating what the document is.
14. All documentation will be submitted to the Director of Facilities for RCPS.
15. Contractors shall comply with applicable federal, state, and local requirements for protecting the safety of the contractor’s employees, building occupants, and the environment. All applicable standards of the Occupational Safety and Health Administration (“OSHA”) must be met. No processes or materials shall be employed in such a manner that they will introduce additional hazards into occupied spaces. Contractor shall provide asbestos training documentation for all employees working on the project. Failure to provide certifications will result in your proposal being considered unresponsive.

Responding vendors should include all services proposed for this project within the response. Final scope of services will be determined during negotiation and within the contract.

1. **CONTRACT PERIOD**

The initial contract period will be from July 1, 2023 until June 30, 2024. The contract may be extended by RCPS and the awarded Contractor, by mutual agreement, for up to four (4) additional one (1) year periods.

 **V. PRE-PROPOSAL CONFERENCE**

A **mandatory** pre-proposal meeting will be conducted Wednesday, April 26, 2023, from 9:00 A.M. to 10:00 A.M. at Administration on Campbell, 201 Campbell Avenue SW, Roanoke, VA 24011. The Purchasing Department will conduct the meeting. Questions regarding the project may be submitted and will be answered on the RCPS web site.

 **VI. CALENDAR OF EVENTS Date**

 Release RFP April 18, 2023

 **Mandatory** Pre-Proposal Meeting April 26, 2023 9:00 A.M.

 Receive Written Inquiries (no later than) \* May 2, 2023 5:00 P.M.

 Answer Written Inquiries (no later than) May 8, 2023 5:00 P.M.

 Receive Proposals May 12, 2023 3:00 P.M.

\*Questions regarding this RFP should be e-mailed to Eric Thornton, ethornton@rcps.info.

Answers will be posted to the RCP website,

<https://www.rcps.info/departments/administrative_departments/Purchasing_Department/bids__rfps__awards_and_cancellations>.

**VII.** **PROSPOSAL SUBMITTAL REQUIREMENTS AND PREPARATION**

In order to be considered for selection, Offerors must submit a complete

response to this RFP. Specifically, Offerors must provide one (1) original, three (3) copies,

and one (1) redacted copy that omits any proprietary or confidential information that the

Offeror requests to be withheld from public view. A flash drive including all

Documentation provided in the redacted and un-redacted responses must also be provided.

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

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

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

Responses must be delivered not later than 3:00 p.m. on May 12, 2023, to:

Eric Thornton

Purchasing Department

Roanoke City Public Schools

40 Douglass Avenue, NW

Roanoke, VA 24012

Interested Offerors should submit a proposal that responds to the items listed below.

**Proposals should be concise and address each item in the order outlined below:**

1. Summarize the Offeror’s general qualifications, background, number of employees, office locations, etc.
2. Discuss the Offeror’s previous relevant work experience with projects of this nature.
3. Offeror’s proposal should be based on the Statement of Need as listed in this RFP.
4. The Offeror shall provide a price sheet Indicating the anticipated fee and expense structure. This may take the form of a rate structure. A rate sheet that includes the hourly rates for each classification of work that may be utilized in the course of a project and the hourly rate for foremen and supervisors shall be included with your proposal. Indicated rates include all costs related to wages including benefits, overhead, and profit. In addition, please indicate overtime multipliers/rates, shift differential multipliers/rates, and holiday multipliers/rates. Any other standard but non-staff related costs should also be included on the rate sheet. There is no guarantee of a minimum or maximum number of hours that will be requested. RCPS would like pricing based on preferential service rates and a definition of when those rates will start. These rates should be based on your company address (location) to the RCPS location assigned.
5. Identify three of the Offeror’s recent clients and provide contact information.
6. Indicate the Offeror’s qualifications as a locally owned business enterprise (LBE), minority business enterprise (MBE), and/or women business enterprise (WBE) as defined in this RFP.

 **VIII. EVALUATION AND AWARD OF CONTRACT**

1. **Evaluation Criteria**. Proposals shall be evaluated using the following criteria:

 **Criteria** **Points**

* 1. The Offeror’s related experience, approach, and

qualifications for providing the services described herein. 30

* 1. Ability and manpower to meet RCPS’ schedule. 24

3. Pricing/Rate Structure. 30

 4. References 10

  5. Certified locally owned business enterprise (LBE). 2

6. Certified minority business enterprise (MBE). 2

 7. Certified women business enterprise (WBE). 2

**Total Points** **100**

# Award:

Selection shall be made of one or more Offeror(s) deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposal, including price, if so stated in the Request for Proposal. Negotiations shall be conducted with the Offeror(s) selected. Price shall be considered but need not be the sole determining factor. After negotiations have been conducted with each Offeror(s) so selected, RCPS shall select the Offeror(s) which, in its opinion, has made the best proposal, and shall award the contract to that Offeror(s). RCPS may cancel this Request for Proposal or reject proposals at any time prior to an award and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous. (Section

2.2-4319 and Section 2.2- 4359, Code of Virginia.) Should RCPS determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be RCPS’ Standard Contract incorporating by reference all the requirements, terms, and conditions of the solicitation and the Contractor’s proposal as negotiated.

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

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

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

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

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

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

1. **COOPERATIVE PROCUREMENT**

The procurement of goods and/or services provided for in this Contract is being conducted pursuant to Virginia Code Section 2.2-4304 and on behalf of other public bodies in Virginia. Unless specifically prohibited by the Awarded Offeror, any resultant contract may be used by other public bodies in Virginia as allowed by Section 2.2-4304. The Awarded Offeror shall deal directly with each public agency or body seeking to obtain any goods and/or services pursuant to this Contract or from this procurement and in accordance with Virginia Code Section 2.2-4304. Roanoke City Public Schools shall not be responsible or liable for any costs, expenses, or any other matters of any type to either the Contractor or the public agency or body seeking to obtain any goods and/or services pursuant to this cooperative procurement provision.

 **X. GENERAL TERMS AND CONDITIONS**

1. **Taxes:** State sales and use tax certificate of exemption, Form ST-12 will be issued upon request, if you do not have same on file. Deliveries against this proposal shall be free of excise or transportation taxes.
2. **Mandatory use of RCPS Forms and Terms and Conditions**: Failure to submit a proposal on the official forms provided for that purpose shall be a cause for rejection of the proposal. Return of the completed document is required. Modification of or additions to any portion of the solicitation may be cause for rejection of the proposal; however, RCPS reserves the right to decide, on a case-by-case basis, in its sole discretion, whether or not to reject such a proposal as non-responsive. Supplementary data and information which respond to inquiries, demonstrate qualifications and expertise, etc., may be attached to the proposal forms.
3. **Precedence of Terms**: Except for Paragraphs 1 and 2 of the General Terms and Conditions for Professional Services, which shall apply in all instances, in the event there is a conflict between the Generals Terms and Conditions for Professional Services and any Special Terms and Conditions used in a particular procurement, the Special Terms and Conditions shall apply.
4. **Default**: In case of failure to deliver the reports, documents or services in accordance with the contract terms and conditions, RCPS, after due oral and written notice, may procure from other sources and hold Vendor responsible for any resulting additional procurement and administrative. This remedy shall be in addition to any other remedies which RCPS may have incurred.
5. **Assignment of Contract**: A contract shall not be assignable by the Contractor in whole or in part without the written consent of RCPS.
6. **Antitrust**: By entering into a contract, the Offeror conveys, sells, assigns, and transfers to RCPS all rights, title and interest in and to all causes of the action it may now or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by RCPS under said contract.
7. **Ethics in Public Contracting**: By submitting the proposal, all Offerors certify and warrant that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer, or subcontractor in connection with their proposal, and that they have not conferred with any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged.
8. **Anti-Discrimination**: By submitting their proposal, all Offerors certify to RCPS that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, and Section 11-51 of the Virginia Public Procurement Act which provides:
9. In every contract over $10,000, the provisions 1 and 2 below apply:
10. During the performance of this contract, the contractor agrees as follows:
11. 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.
12. 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.
13. **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.
14. **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.
15. **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.
16. **Anti-Collusion Certification**: By signing the proposal, the Offeror certifies that the proposal is made without prior understanding, agreement, or connection with any corporation, Contractor 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.
17. **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.
18. **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.
19. **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.
20. **Code and Regulatory Compliance**: Review, comments and approvals by Owner or the staff of RCPS, in no way absolve any other person, Contractor 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.
21. These terms and conditions are made a part of any resulting contract.

 **XI. 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, with or without cause, without penalty, upon sixty (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 2.2-4342(F) of the *Code of Virginia,* in writing, either before or at the time the data or other material is submitted. The written notice must *SPECIFICALLY* identity the data or materials to be protected and state the reason why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. *The classification of an entire proposal document, line-item prices, and/or total proposal prices as proprietary, or trade secrets, is NOT ACCEPTABLE and may result in REJECTION of the proposal.*
5. **Subcontracts:** No portion of work shall be subcontracted without prior written consent of RCPS. In the event the Contractor desires to subcontract some or part of the work specified herein, the Contractor shall furnish RCPS the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work done by the subcontractor(s) and shall assure compliance with all contract requirements.
6. **Indemnification:** The contractor agrees to be responsible for, indemnify, defend and hold harmless RCPS, its officers, agents and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily or mental injury or property damage that may happen to occur in connection with and during the performance of the contract, including but not limited to claims under the Workers' Compensation Act. The contractor agrees that it will, at all times, after the completion of the work, be responsible for, indemnify, defend and hold harmless RCPS, its officers, agents and employees from all liabilities resulting from bodily or mental injury or property damage directly or indirectly arising out of the performance or nonperformance of the contractor.
7. **Proposal Acceptance Period:** Any proposal resulting from this solicitation shall be valid for 90 days. At the end of the 90 days, the proposal may be withdrawn at the *"written"* request of the Offeror. If the proposal is not withdrawn at that time, it remains in effect until an award is made or the solicitation is canceled. Withdrawal of proposals due to error shall be in accordance with Section II-54 (ii), Code of Virginia.
8. **Late proposals**: To be considered for award, proposals must be received by Roanoke City Public Schools, Attention: Eric Thornton, 40 Douglass Ave NW, Roanoke, VA 24012, by the designated opening date and hour. The official time used in the receipt of proposals is that time on the clock located in RCPS Purchasing Department. Proposals received after the designated opening date and hour are automatically disqualified and will not be considered. Roanoke City Public Schools is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or another means of delivery. It is the sole responsibility of the Offeror to ensure that its proposal reaches Roanoke City Public Schools Purchasing Department by the designated date and hour.
9. **Gifts by Offeror, Contractor or Subcontractor**: No Offeror, contractor or subcontractor shall confer on any public employee having official responsibility for a procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.
10. **Qualification of Offerors**: Roanoke City Public Schools may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the work and the Offeror shall furnish to Roanoke City Public Schools all such information and data for this purpose as may be requested. Roanoke City Public Schools reserves the right to inspect Offeror's physical plant prior to award to satisfy questions regarding the Offeror's capabilities. Roanoke City Public Schools further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy Roanoke City Public Schools that such Offeror is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
11. **Availability of Funds**: It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available, or which may hereafter become available for the purpose of this agreement.
12. **Contract Documents**: The contract entered into by the parties shall consist of the Request for Proposal, the signed proposal submitted by the Contractor, Roanoke City Public Schools Standard Contract, the General and Special Terms and Conditions, the Statement of Need including all modifications thereof, all of which shall be referred to collectively as the Contract Documents.
13. **Rejection of Proposals**: The Superintendent or her designee, on behalf of the School Board, reserves the right to reject any and all proposals.
14. **Procedure for Protest**: Any vendor submitting a proposal may protest the award or decision to award a contract by submitting a written protest to the Superintendent, or Superintendent’s designee, of the ROANOKE CITY SCHOOL BOARD no later than ten (10) days after the award or the announcement of the decision to award whichever occurs first. The written protest shall include the basis for the protest and the relief sought (Section 2.2-4360, Code of Virginia).
15. These terms and conditions are made a part of any resulting contract.

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**XII. ADDITIONAL FORMS**

**STATE CORPORATION COMMISSION FORM**

This form must be returned with response to solicitation

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

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

#

**-OR-**

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

**-OR-**

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

**-OR-**

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

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

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

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

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

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

**PROPRIETARY AND CONFIDENTIAL INFORMATION FORM**

This form must be returned with response to solicitation

Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the Offeror must invoke the protections of § 2.2- 4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected including the section of the proposal in which it is contained and the page numbers and state the reasons why protection is necessary. The proprietary or trade secret material submitted in the original and all copies of the proposal must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. In addition, a summary of proprietary information submitted shall be submitted on this form. The classification of an entire proposal document, line-item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. If, after being given five business days, the Offeror refuses to withdraw such a classification designation, the proposal will be rejected.

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

 Date

Signature:

Title:

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

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

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

# ANTI-COLLUSION CERTIFICATION

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

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

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

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

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

The Proposer should complete the following information:

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

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

Will Bidder be using subcontractors? Yes: \_\_\_\_\_\_\_\_ No: \_\_\_\_\_\_\_\_

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

 Type of Labor, Service

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

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

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

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

 Type of Labor, Service Amount of Contract

 Name of Firm or Material Quoted Subcontract

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

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

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

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

 Name of Firm Results of Contact

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

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

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

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

Offeror: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Firm)

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

 (Address)

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

 (Telephone) (FAX)

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

 (Ink Signature and title) (Date)

(Seal and attest Seal if Proposal is by Corporation)



**ROANOKE CITY PUBLIC SCHOOLS**

**CERTIFICATION OF COMPLIANCE WITH VIRGINIA CODE**

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

Bid/Proposal Number: **3117** Company Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

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

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

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

 **Reference Form**

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

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

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

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

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

 E-Mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

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

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

 E-Mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

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

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

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

 E-Mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

 **Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date \_\_\_\_\_\_\_\_**

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

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

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

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

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

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

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

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

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

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

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

Copy of current business license AND

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

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

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

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

Name of Company Officer/Date Signature of Company Officer

**CERTIFICATION OF PROPOSAL**

**RFP 3117**

**PERIODIC AHERA SURVEILLANCE AND TRAINING**

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

 **DETACH AND SECURELY AFFIX THIS FORM**

**TO THE FRONT OF THE ENVELOPE**

![MC900340338[1]]()Detach Here- - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - -

|  |  |
| --- | --- |
|  |  |
| Company Name |
| Company Mailing Address |
| Company City, State, Zip |
|  |
|  |  |
|  |   Roanoke City Public Schools ***Attn: Eric Thornton, Purchasing Director*** Purchasing Department 40 Douglass Avenue NW Roanoke, VA 24012  |   |
|   |  |  |
|  |  |  |
| Roanoke City Public Schools ----------- **RFP No. 3117**Closing Time and Date of Proposal ------------ **May 12, 2023; 3:00 P.M.** |  |
|  |  |  |