

Purchasing Department P. O. Box 13145 • Roanoke, VA 24031 (540) 853-1348 • Fax (540) 853-2836 February 27, 2024

REQUEST FOR PROPOSAL RFP 3144

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

PEST CONTROL SERVICES

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

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

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

Due Date and Time: April 4, 2024; 3:00 P.M. (EST) Location: Purchasing Office, Roanoke City Public Schools, 40 Douglass Avenue NW, Roanoke, VA 24012.

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

Announcement of Award: Upon the award or the announcement of the decision to award a contract as a result of this Request for Proposals ("RFP"), the Director of Purchasing will publicly post such notice on the Roanoke City Public School's web site (<u>https://www.rcps.info/Page/262</u>) (*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: <u>Full copies of Requests for Proposals, Bids, and Addenda must be</u> <u>retrieved over the Internet at the following address:</u> <u>https://www.rcps.info/Page/262</u>.

Click on "Bids, RFPs, Cancellations"

This Public Body does not discriminate against Faith-Based Organizations

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PEST CONTROL SERVICES

I. PURPOSE

The purpose of this RFP is to solicit sealed proposals through competitive negotiation for Pest Control 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 ("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. 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 lowincome families as well as after-school programs to assist students needing additional instruction.

RCPS has approximately 13,700 students and approximately 2,200 full and part-time employees.

III. STATEMENT OF NEED

RCPS intends to retain qualified firm(s) to provide pest control services and related services as needed. This document establishes the anticipated services to be performed and outlines the evaluation and selection process.

The selected Contractor(s) shall furnish pest control services and related services as needed which the Division may require during the period of time specified.

Attachment B identifies the locations at which services are to be provided.

In an on-going effort to use less toxic approaches in the Division, RCPS requires its pest management services provider to use Integrated Pest Management ("IPM") for achieving long-term, environmentally sound pest suppression and prevention.

For the purposes of this RFP, Integrated Pest Management will be defined as an ecosystem-based strategy that focuses on long-term prevention of pests and their damage through a combination of techniques such as biological control, habitat manipulation, modification of cultural practices, and use of resistant varieties. Pesticides are used only after monitoring indicates they are needed according to established guidelines, and treatments are made with the goal of removing only the target organism. Pest control materials are selected and applied in a manner that minimizes risks to human health, beneficial and non-target organisms, and the environment. In the event that any of the following requirements of this RFP conflicts with the principles stated above, the above definition shall rule.

Scope of Services

The Contractor shall retain professional personnel who have successfully and competently provided school Division and/or municipal facility pest control services on projects of similar scope and complexity. It shall be the Contractor's responsibility to develop and implement a routine maintenance program to effectively maintain to the satisfaction of the Division, all aspects of pest control in the Division facilities. For the purpose of this contract, routine pest control services shall be defined as scheduled routine inspection and proactive eradication to achieve desired results. Trapping devices rather than pesticide sprays shall be the standard method for control. Rodent control inside occupied facilities shall be accomplished with trapping devices only. Such devices shall be concealed and in protected areas.

The services shall include, but are not limited to:

- 1. Suppression of indoor populations of rats, mice, cockroaches, ants, fleas, silverfish, centipedes, flies, spiders, and other anthropoid pests.
- 2. Suppression of rats and mice which invade structures, along with any other pests encountered.
- 3. A thorough initial inspection of each building to evaluate the pest control needs of the premises.
- 4. Identify problem areas and any equipment, structural features, or practices that are contributing to pest infestations.
- 5. Setting up a pest monitoring program in those areas that contain one or more of the following: active pest infestation, pest evidence, or conducive conditions.
- 6. Cafeterias and other food service areas will always be included in the monitoring program.
- 7. Pest Sighting/Pesticide Application logbooks will be established at each school/facility as part of the monitoring program.
- 8. Inspections and establishment of monitoring programs for each facility shall be completed prior to any monthly inspection/treatment schedule.
- 9. Provide initial inspections by site and report any structural or operational changes that would facilitate the pest control effort.
- 10. Provide site specific solutions for eliminating pest access, food, water, and harborage.
- 11. Establish a monitoring program.
- 12. Provide a list of proposed materials and equipment: Safety Data Sheets (SDS) for all pesticide products to be used.
- 13. Provide a proposed service schedule that includes monthly or quarterly frequency of visits.

- 14. Provide Commercial Pesticide Applicator certificates or licenses.
- 15. Emergency or corrective service when required.

Pesticide Safety: No pest control chemicals shall be allowed to contact any food. If utensils or work surfaces are contaminated with chemicals, the service representative shall immediately make all arrangements for the proper cleaning of these utensils or surfaces. Minor pesticide drips shall be cleaned up immediately with a disposable rag carried by the service representative for that purpose. Major pesticide spills shall be reported to the School Board representative immediately. The servicer shall apply pesticides in such a manner as to prevent toxic exposure to personnel, pets, wildlife, ornamental plants, bees and any other non-target components of the environment. No insecticides shall be applied outdoors within 50 feet of any well which provides drinking water. Applications shall not be made outdoors during or immediately after heavy rains while runoff is occurring. Caution shall be exercised to insure that toxicants do not run off as surface flow, or contaminate any ditch, culvert, drainage system, or standing body of water. The School Board's representative shall have authority to stop work in progress if he believes that the toxicant is creating an imminent hazard to personnel or the environment. No pesticide or pesticidal material shall be stored or kept at the installation when the servicer is not working. Since children may be in a facility, the technician shall not leave any containers or applicators unattended at any time. Containers and applicators shall always be within sight of the Pest **Control Technician.**

All servicer-provided pesticides aboard the installation will either be in a locked vehicle or under immediate and direct control of an authorized service representative. Pesticide dispersal and formulating equipment will not be cleaned at the installation. Empty pesticide containers shall be removed from the installation for disposal by the servicer.

Service Plan: Within fifteen (15) calendar days following receipt of purchase order, the Servicer shall submit to the School Board's representative a complete schedule of the dates services are scheduled at each location.

Carcass Removal: All dead or dying rodents shall be removed from the facility and disposed of by the servicer when discovered during a service visit. Recovery and disposal shall be made by the servicer within twenty-four (24) hours after notification that dead or dying rodents have been found. In the event that noxious odors indicate the presence of dead rodents in inaccessible areas, the servicer shall apply effective deodorizer at the time of discovery or within four (4) hours after notification of such a condition.

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.

IV. 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, the contract(s) may be extended by RCPS for up to four (4) optional one (1) year renewals.

V. PRE-PROPOSAL CONFERENCE

A **Mandatory** pre-bid meeting/site visit will be conducted on March 5, 2024, at 9:00 A.M. at the William B. Robertson Building, located at 201 Campbell Avenue SW, Roanoke, Virginia 24011. Written questions regarding the project may be submitted via e-mail to <u>ethornton@rcps.info</u>

VI. CALENDAR OF EVENTS

Date	
February 27, 2024	
March 5, 2024	9:00 A.M.
March 15, 2024	5:00 P.M.
March 22, 2024	5:00 P.M.
April 4, 2024	3:00 P.M.
	February 27, 2024 March 5, 2024 March 15, 2024 March 22, 2024

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

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

Ownership of all data, materials and documentation originated and prepared for the Owner pursuant to the RFP shall belong exclusively to the Owner and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of

Information Act; however, the Offeror must invoke the protections of § 2.2- 4342F of the Code of Virginia, in writing, either before or at the time the data or other materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item proposal and/or total proposal prices as proprietary or trade secrets is not acceptable.

Responses must be delivered not later than 3:00 P.M. on April 4, 2024, to:

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

Responses must be delivered directly to the RCPS Purchasing Department, 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.

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

- 1. Summarize the firm's general qualifications, background, number of employees, office locations, etc.
- 2. Discuss the firm's previous relevant work experience on jobs of this nature.
- 3. Indicate the anticipated fee and expense structure (Attachment A General Pricing Sheet).
- 4. Identify three of the firm's recent reference clients and provide contact information.
- 5. Indicate the firm'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

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

<u>Criteria</u>	
1. Understanding of scope of services to be prov	ided. 20
2. Rate/Fee Structure.	30
3. Demonstrated professional skill and credentia	ls 25
4. Related experience and references.	19

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

B. 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.

C. 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 <u>a 50-mile radius</u> 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 <u>certified</u> by the Virginia Department of Small Business and Supplier Diversity (<u>www.sbsd.virginia.gov</u>) as a business that is both owned and controlled by minorities. **"Women business enterprise (WBE)"** – a business that has been <u>certified</u> by the Virginia Department of Small Business and Supplier Diversity (<u>www.sbsd.virginia.gov</u>) as a business that is both owned and controlled by women.

IX. 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.

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:
 - a. In every contract over \$10,000, the provisions 1 and 2 below apply:
 - i. 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 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.
- 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. **Asbestos**: Comply with applicable Federal, State and Local regulations
 - a. Asbestos Hazard Emergency Response Act (AHERA) regulations contained in 40 CFR 763.
 - b. 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.
 - c. 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".
 - d. All State, County, and City codes and ordinances as applicable.
- 12. 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) <u>Guidelines for the Evaluation and Control</u> of Lead-Based Paint in Housing, revised, October, 1997
- g. Code of Virginia, <u>Lead-Based Paint Activities</u> 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
- I. 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.
- 13. **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.
- 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. **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.
- 16. **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.
- 17. **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.
- 18. **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.
- 19. Contract Incorporation: These terms and conditions are made a part of any resulting contract.

XI. 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. <u>Workers' Compensation</u>. 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. <u>Automobile Liability</u>. 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. <u>Commercial General Liability Broad Form</u> 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: <u>The Offeror agrees to retain all books, records, and other documents relative to this</u> <u>contract for five (5) years after final payment</u>, 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 <u>statement of needs</u> 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 \$25,000 or a cumulative amount of more than 25%, whichever is greater, without the advance written approval of the Deputy Superintendent or his 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.

- 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* 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.*
- 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. **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.
- 9. 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 insure that its proposal reaches Roanoke City Public Schools Purchasing Department by the designated date and hour.

- 10. **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.
- 11. **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.
- 12. 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.
- 13. **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.
- 14. **Rejection of Proposals**: The Deputy Superintendent, on behalf of the School Board, reserves the right to reject any and all proposals
- 15. **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).
- 16. **Contract Incorporation:** These terms and conditions are made a part of any resulting contract.

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 <u>not</u> 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	<u>.</u>
	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	

*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:	Company:		
Name of Company:		 	

MINORITY & WOMEN-OWNED BUSINESS ENTERPRISE CERTIFICATION

The Proposer should complete the following information:

Is Proposer a	a qualifie	d 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.	Name of Firm	Person(s) Contacted	Type of Labor, Service or Material Quoted	<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 Fi</u>		abor, Service terial Quoted	Amount of Contract <u>Subcontract</u>		
	the indica		dder must notify	the School Board and p		ser determines not to use d non-discriminatory
3.		/WBE's indicated ditional sheet if ne		will not be utilized, plea	se state the r	eason for each firm.
	<u>Name of Fi</u>	<u>rm</u>	Results of	<u>Contact</u>		
4.	If unable t	o contact MBE/W	BE's, please indi	icate efforts made: (Atta	ach additiona	l sheet if necessary.)
_						
	This firm h	as made a good fa	aith effort to uti	lize MBE/WBE's whenev	ver possible.	
	Offeror:					
			(Fir	m)		
			(Addr	ress)		
		(Telephone)		(FAX)		
			(Ink Signatur	re and title)	<u></u> .	(Date)

19 | P a g e

Form A		Request fo Identification Numb		cation		reques	orm to ster. Do	not
opertment Internal Rev	Revenue Service FGo to www.ins.gov/FormW9 for instructions and the latest information.				send to the IRS.			
11	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.							
2	Business name/c	lisregarded entity name, if different from above						
8	following seven t		_	_	certain en	ions (code titles, not ir is on page	ndividuals;	
	Individual/sok single-membr		n 📙 Partnership			ayee code (if any)		
Specific Instructions on	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check the appropriate box in the line above for the tax classification of the single-member owner. Do not check the control of the LLC is classified as a single-member LLC that is disrogarded from the owner of the LLC is another LLC that is not disrogarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that					from FATCA reporting		
칠 -	Other (see ins	I from the owner should check the appropriate box for the t tructionsi ►			(Applies to acc	conto maistais	ad cubide the	-US)
		, street, and apt. or suite no.) See instructions.		Requester's name as	nd address	(optional)		
8	City, state, and 2	IP code		-				
71	List account num	ber(s) here (optional)						
Part I	Taxpa	ver Identification Number (TIN)						
ntities, it IN, later. I ote: if tr	tis your employ	rietor, or disregarded entity, see the instructions for yer identification number (EIN). If you do not have a n more than one name, see the instructions for line 1 quester for guidelines on whose number to enter.	number, see How to ge	or	dentificati	ion numbe	 	
	o dire ile ne	uester für gurdennes off whose humber to enter.		-	-			
Part II	Certifi	cation						
inder per	naities of perju	ry, I certify that:						
. I am no Service	t subject to be (IRS) that I an	n this form is my correct taxpayer identification num ickup withholding because: (a) I am exempt from ba subject to backup withholding as a result of a fallu backup withholding; and	ckup withholding, or (b) I have not been no	dified by	the Intern		
lama (U.S. citizen or	other U.S. person (defined below); and						
		ntered on this form (If any) indicating that I am exem		-				
ou have f	alled to report a	s. You must cross out item 2 above if you have been n all interest and dividends on your tax return. For real es ant of secured property, cancellation of debt, contribut vidends, you are not required to sign the certification, t	tate transactions, item 2 ions to an individual retir	2 does not apply. For rement arrangement	r mortgage (IRA), and	e interest j generally	pald, , paymen	ts
lign Iere	Signature of U.S. person >	•		Date 🕨				
Gene	ral Instr		• Form 1099-DIV (dl	ividends, including f	those from	n stocks (or mutual	1
ection re oted.	eferences are t	o the Internal Revenue Code unless otherwise	 Form 1099-MISC ((various types of inc	come, priz	zes, awar	ds, or gro	095
uture de		For the latest information about developments I its instructions, such as legislation enacted	 proceeds) Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) 					
fter they	were publishe	d, go to www.irs.gov/FormW9.	 Form 1099-S (proceeds from real estate transactions) 					
Purpose of Form			 Form 1099-K (merchant card and third party network transactions) 					

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number ((TIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

Form 1099-INT (Interest earned or paid)

- Form 1099-K (merchant card and third party network trans
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tultion)
- Form 1099-C (canceled debt)
- · Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Cat. No. 10231X

Form W-9 (Rev. 10-2018)

ROANOKE CITY PUBLIC SCHOOLS

CERTIFICATION OF COMPLIANCE WITH VIRGINIA CODE

- 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: <u>3144</u>	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
· · · <u> </u>	

.

Signature of Company Officer _____ Rev. 8/2020

Reference Form

1.	Project Location and Scope:	
	Agency Name:	
	Address:	
	Contact Person:	Telephone #:
	E-mail:	
2.		
	Address:	
	Contact Person:	Telephone #:
	E-mail:	
3.	Project Location and Scope:	
	Address:	
	Contact Person:	Telephone #:
	E-mail:	
	Company:	
	Signature:	
	Title:	Date:

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

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

Name of Business	
Corporation Partnership Other (Please Describe)	
Address of Business	
Business Phone No Other Phone No	
Name of Owner(s)/Owner's Permanent Address/% of Ownership	

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 <u>fifty (50) miles</u> 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 3144 PEST CONTROL SERVICES

The undersigned certifies a comprehension of the specifications in the foregoing proposal, and that the merchandise or service submitted for this proposal meets or exceeds the specifications as listed herein. The successful Offeror certifies that the Offeror, all principals, and sub recipients, are not suspended or debarred from providing the services described in this contract. Further, Roanoke City Public Schools reserves the right to review the List of Parties Excluded from Federal Procurement or Non-Procurement Programs to determine that the successful Offeror, including all principals and sub recipients, has not been suspended or debarred from providing the services described in this proposal.

FIRM	
BY(Signature validates proposal)	
(Print or type name)	
TITLE	
ADDRESS	
СІТҮ	
STATE, ZIP	
TELEPHONE	
TOLL-FREE NUMBER	
FAX NUMBER	
E-MAIL	
DATE	

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

The 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. 3144Closing Time and Date of Proposal ------April 4, 2024, 3:00 P.M.

ATTACHMENT A – GENERAL PRICING SHEET

 _per month
 -

Other

ATTACHMENT B – SERVICE LOCATIONS

William Fleming High School 3649 Ferncliff Avenue, NW Roanoke, VA 24017

Roanoke Academy for Math & Science (RAMS) 1616 19th Street, NW Roanoke, VA 24017

Crystal Spring Elementary School 2620 Carolina Avenue, SW Roanoke, VA 24014

Lucy Addison Middle School 1220 Fifth Street, NW Roanoke, VA 24016

James Breckinridge Middle School 3901 Williamson Road, NW Roanoke, VA 24012

John P. Fishwick Middle School 1004 Montrose Avenue, SE Roanoke, VA 24013

James Madison Middle School 1160 Overland Road, SW Roanoke, VA 24015

Charles W. Day Technical Center 3605 Ferncliff Avenue, NW Roanoke, VA 24017 Patrick Henry High School 2102 Grandin Road, SW Roanoke, VA 24015

Grandin Court Elementary School 2815 Spessard Avenue, SW Roanoke, VA 24015

Roanoke Valley Governor's School 2104 Grandin Road, SW Roanoke, VA 24015

Highland Park Learning Center 1212 Fifth Street, SW Roanoke, VA 24016

Hurt Park Elementary School 1525 Salem Avenue, SW Roanoke, VA 24016

Lincoln Terrace Elementary School 1802 Liberty Road, NW Roanoke, VA 24012

Monterey Elementary School 4501 Oliver Road, NE Roanoke, VA 24012

Morningside Elementary School 1716 Wilson Street, SE Roanoke, VA 24013 Woodrow Wilson Middle School 1813 Carter Road, SW Roanoke, VA 24015

ROTEC @Gibbony Technical Center 2101 Grandin Road, SW Roanoke, VA 24015

Noel C. Taylor Learning Academy 3229 Williamson Road, NE Roanoke, VA 24012

Preston Park Elementary School 3142 Preston Avenue, NW Roanoke, VA 24012

Raleigh Court Elementary School 2202 Grandin Road, SW Roanoke, VA 24015

Round Hill Elementary School 2020 Oakland Blvd., NW Roanoke, VA 24012

Virginia Heights Elementary School 1210 Amherst Street, SW Roanoke, VA 24015

School Administration Building 40 Douglass Avenue, NW Roanoke, VA 24012

William B. Robertson Administration Building 201 W. Campbell Ave Roanoke, VA 24011 Wasena Elementary School 1125 Sherwood Avenue, SW Roanoke, VA 24015

Transportation Department 5401 Barns Avenue Roanoke, VA 24019

Fairview Elementary School 648 Westwood Blvd., NW Roanoke, VA 24017

Fallon Park Elementary School 502 195h Street, SE Roanoke, VA 24013

Fishburn Park Elementary School 3057 Colonial Avenue, SW Roanoke, VA 24015

Forest Park Academy 2730 Melrose Avenue, NW Roanoke, VA 24017

Garden City Elementary School 3718 Garden City Blvd., SE Roanoke, VA 24014

Westside Elementary School 1441 Westside Blvd., NW Roanoke, VA 24017