



**City of Roanoke  
Invitation to Bid**

Date: April 21, 2016

Bid Number: <b>ITB # 16-09-08</b>		<b>Bid Opening Date: May 3, 2016</b>		
<b>GASOLINE (E10) and BIODIESEL (B5)</b>		<b>Bid Opening Time: 2:00 p.m.</b>		
Legal Name of Bidder (according to the State Corporation Commission):				
Mailing Address:				
Terms: NET 30				
Phone:		Fax:		E-mail:
Acknowledge each addendum received:	# Date	# Date	# Date	# Date
Printed name of authorized person submitting Bid:				
Signature:			Date:	
Issued by:	City of Roanoke Purchasing Division Noel C. Taylor Municipal Building 215 Church Ave SW, Room 202 Roanoke, VA 24011		Simone Knowles, VCO Purchasing Manager Phone: 540-853-2871 Fax: 540-853-1513 Email: <a href="mailto:simone.knowles@roanokeva.gov">simone.knowles@roanokeva.gov</a>	

THIS PUBLIC BODY DOES NOT DISCRIMINATE AGAINST FAITH BASED ORGANIZATIONS

**No Bid may be withdrawn within a period of sixty (60) days after Bid opening except for clerical errors, as set forth in part (i) of Section 2.2-4330(A), Virginia Code, 1950, as amended. The City reserves the right to cancel or reject any or all Bids and to waive any informalities in any Bid.**

This Invitation to Bid consists of these parts:

1. All Sections of the Invitation to Bid.
2. Bid Form, City of Roanoke (Attachment A).
3. Bid Form, Roanoke City Public Schools (Attachment B).
4. Fuel Delivery and Emergency Preparedness & Response Procedures, City of Roanoke (Attachment C).
5. Above ground Storage Tank Spill Prevention Procedures, Roanoke City Public Schools (Attachment D).
6. Sample Contract, City of Roanoke (Attachment E).
7. Insurance Requirements (Exhibit 1 to City Sample Contract).

8. Scope of Work for E10 Gasoline (Exhibit 2A to City Sample Contract).
9. Scope of Work for B5 Biodiesel (Exhibit 2B to City Sample Contract).
10. Schedule of Deliveries for E10 Gasoline (Exhibit 3A to City Sample Contract).
11. Schedule of Deliveries for B5 Biodiesel (Exhibit 3B to City Sample Contract).
12. Sample Contract, Roanoke City Public Schools (Attachment F).
13. Insurance Requirements (Exhibit 1 to RCPS Sample Contract).
14. Scope of Work for B5 Biodiesel (Exhibit 3 to RCPS Sample Contract).
15. Schedule of Deliveries B5 Biodiesel (Exhibit 4 to RCPS Sample Contract).

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**CITY OF ROANOKE, VIRGINIA  
INVITATION TO BID NO. 16-09-08**

**SECTION 1. PURPOSE.**

- A. This Invitation to Bid (ITB) is being issued by the City of Roanoke (City) on behalf of the City and on behalf of the Roanoke City Public Schools (RCPS) in order to obtain certain fuels for the City and/or RCPS as set forth in this ITB.
- B. The City is seeking by this ITB the procurement from one or more entities Unleaded Gasoline consisting of a blend of 10% Ethanol and 90% Unleaded Gasoline, referred to as E10 (E10 Gasoline) and/or Diesel/Biodiesel fuel consisting of a blend of Ultra Low Sulfur Diesel fuel (ULSD) and not more than 5% Biodiesel, referred to as B5 Biodiesel (B5 Biodiesel or B5). The City's procurement of the E10 Gasoline and the B5 Biodiesel is to be on a **guaranteed fixed differential price** per gallon for each commodity. The **guaranteed fixed differential price** for the E10 Gasoline commodity will be added to the New York Mercantile Exchange (NYMEX) price for New York Harbor RBOB Gasoline Blendstock (E10) Futures per Gallon (reference to Gallon means a US Gallon) in the manner as described in this ITB. The **guaranteed fixed differential price** for the B5 Biodiesel will be added to the NYMEX New York Harbor Heating Oil Futures per Gallon as set forth in this ITB. The delivery of the E10 Gasoline and the B5 Biodiesel shall be to the City's Fleet Division located at 1802 Courtland Road, N.E., Roanoke, Virginia. The City's facilities at that location consists of two 10,000 gallon underground storage tanks (UST) for the E10 Gasoline and two 10,000 gallon UST for the B5 Biodiesel. The delivery of such fuels shall be in accordance with a Schedule of Deliveries to be agreed upon between the City and the Successful Bidder for each commodity and in accordance with the requirements set forth in this ITB.
- C. Roanoke City Public Schools (RCPS) is seeking the procurement from one entity. The Successful Bidder shall be required to supply RCPS with B5 Biodiesel, a blend of Ultra Low Sulfur Diesel Fuel (ULSD) and not more than 5% Biodiesel (B100), on a **guaranteed fixed differential price**. Such **guaranteed fixed differential price** for ULSD fuel will be added to the NYMEX New York Harbor Heating Oil Futures per Gallon. Such ULSD fuel shall be delivered to the RCPS facility located at 5401 Barns Avenue, Roanoke, Virginia. RCPS facility has one 10,000 gallon above ground storage tank at that location.
- D. Bidders are advised that there are two (2) Bid Forms for this ITB. One Bid Form is for the City's requested commodities and one bid form is for RCPS' requested commodities. Bidders are advised that a Bidder may submit a bid for one or both items, and one or both anticipated terms, listed on the City's Bid Form and may elect to submit a bid on only one item, and/or one anticipated term or only for one Bid Form. The City will review each responsive bid as to the City's Bid Form and may elect to issue separate awards to the lowest responsive and responsible Bidder for each such commodity on a per commodity basis or any combination thereof that might be in the best interest of the City. RCPS will review each responsive and responsible Bidder on RCPS's Bid Form and may elect to issue an award to the lowest responsive and responsive Bidder on RCPS' Bid Form. However, the City and RCPS expressly reserve the right to cancel their respective part or any part thereof of this ITB or to reject any or all bids or parts of such bids on their respective Bid Forms and to waive any informalities in any bid and to purchase any whole or part of their respective commodities listed in the ITB. Bidders are further advised that the City may make an award for either the E10

Gasoline or the B5 Biodiesel or for both and that such awards may be made to one entity or to two separate entities regardless of whether RCPS makes an award. Any awards by the City or by RCPS are independent of one another and not dependent on the actions of the other, and the City and RCPS are not restricted by the actions of the other. RCPS may issue an award for B5 Biodiesel to one entity regardless of whether the City makes an award.

- E. Bidders are advised that the quantities listed in the respective Bid Forms are estimates only of anticipated amounts that will be needed by the respective governmental entity for a twelve (12) month term, and options for an eighteen (18) month term, and a twenty four (24) month term of any resultant Contract. The term of any resultant Contract for each governmental entity is anticipated to be from January 1, 2017, through December 31, 2017 if the twelve (12) month term is selected, January 1, 2017 through June 30, 2018, if the eighteen (18) month term is selected, or January 1, 2017 through December 31, 2018 if the twenty four (24) month term is selected. However, the final quantities as to each governmental entity, which should be approximately the same as the estimated amounts listed in the ITB for the respective governmental entity, will be determined between the City and the Successful Bidder as to the commodities listed on the City's Bid Form and between RCPS and the Successful Bidder as to the commodity listed on the RCPS Bid Form when each governmental entity develops a mutually agreed upon Schedule of Deliveries with its respective Successful Bidder. This procurement covers only the quantities of fuel that will be contained in any resultant Contract with each governmental entity. The City and RCPS may obtain any fuels that each governmental entity may need, other than the fuels listed in any resultant Contract, from whatever sources and by whatever legal methods the respective governmental entity deems appropriate. **The term Successful Bidder noted above and throughout the ITB includes any Bidder to whom an award may be made by either entity.**
- F. **The City, on behalf of the City and on behalf of RCPS invites any qualified Bidder to respond to this ITB by submitting a bid in accordance with the provisions of this ITB. As noted above, a Bidder may submit a bid for one or more or all items listed on either Bid Form or any combination thereof. This allows a Bidder to submit a bid in response to one or both of the items listed on the City Bid Form or in response to the RCPS Bid Form or in response to all Bid Forms.**

## **SECTION 2. NOT USED.**

## **SECTION 3. DESCRIPTION OF ITEMS/SERVICES REQUIRED FOR THE CITY.**

**A description and/or listing of the services and/or items the Successful Bidder will be required to provide to the City under this ITB are those that are set forth below, and/or referred to in any way in the ITB, sample Contract, purchase order, any terms and conditions, and/or any attachments referred to in this ITB. Each Bidder should carefully read and review all such documents.**

- A. The Successful Bidder shall be required to provide the City of Roanoke with E10 Gasoline. The following shall apply to all such E10 Gasoline:
1. A blend of 10% Ethanol and 90% Unleaded Gasoline, commonly called E10 (E10 Gasoline).
  2. Estimated monthly volume is 23,333 gallons.

3. Deliveries shall be made in 8,500 gallon transport tankers.
4. Emissions reductions must be calculated using EPA guidelines.
5. Mercaptan Sulfur waived if fuel is negative by Doctor test.
6. Specifications must be met before blending of denatured fuel ethanol.
7. Oxygen content must meet a minimum of 1.7 wt. and a maximum of 4.0 wt. after blending of denatured fuel ethanol.
8. Refer to 40 CFR Part 80.195 (d)(2). Alternative sulfur test methods, ASTM D 5453 and D 7039, may be used according to federal and state regulations.
9. Heavy Metals are not allowed to be present.
10. Any gasoline exhibiting an offensive odor and/or poses a personal health hazard will not be accepted.
11. Any gasoline containing more than 0.50 wt. % of dicyclopentadiene will not be accepted.
12. The referee method will be based on a gas chromatograph test.
13. Delivery test results may vary by the smaller of ASTM reproducibility for a given test or any test tolerance as allowed by state or EPA regulations at the point of delivery.
14. All F grades may not contain oxygenates such as ethers and alcohols. The use of non-hydrocarbon blending components in these grades is prohibited. Origin maximum MTBE .25 vol. %. Delivery maximum MTBE .50 vol. %.
15. Refer to test methods published in 40 CFR Chapter 1, Part 80.46. Alternative aromatics and oxygenates test methods. ASTM D1319 and ASTM D 4815. may be used according to federal and state regulations.
16. For products blended to meet EPA or state imposed summer VOC requirements, tests must be performed by the Successful Bidder at its cost in accordance with the procedures described in 40 CFR, Part 80.

**All fuel furnished shall comply with all applicable ANSI, ASTM, EPA, Fuel Authority, OSHA, Health, local, state, and federal rules, regulations, specification, codes and requirements.**

- B. The Successful Bidder shall be required to supply the City of Roanoke with B5 Biodiesel. The following shall apply to all such B5 Biodiesel:
1. A blend of Ultra Low Sulfur Diesel Fuel (ULSD) and not more than 5% Biodiesel (B100).
  2. The B5 Biodiesel fuel furnished shall comply with all applicable ANSI, ASTM, EPA, Fuel Authority, OSHA, health, local, state, and federal rules, regulations, specifications, codes, and requirements and be free of contamination.
  3. 100% biodiesel is a fuel comprised of mono-alkyl esters of long chain fatty acids derived from vegetable oils or animal fats, designated B100.
  4. Estimated monthly volume is 21,583 gallons.
  5. Deliveries shall be made in 7,500 gallon transport tankers for the City of Roanoke.
  6. All of the B5 Biodiesel shall be a general purpose, middle distillate fuel for diesel engines requiring low sulfur diesel fuel.
  7. All B5 Biodiesel fuel shall have a maximum sulfur content of 15 parts per million (ppm), a maximum aromatic hydrocarbons content of 10%, and a minimum cetane number of 40.
  8. The testing specifications for the B100 will be ASTM D6751 for Grade S15 (15 ppm sulfur); a copy of the Certificate of Analysis (COA) must accompany each load of the

Product when delivered to the City of Roanoke. The standard specifications, which shall be met, at a minimum, are listed below:

<u>Property</u>	<u>Test Method</u>	<u>Grade S15 Limits</u>	<u>Units</u>
Flash point (closed cup)	D93	130.0 min	°C
Water & sediment	D2709	0.05 max	% volume
Kinematic viscosity, 40°C	D445	1.9 – 6.0	mm <sup>2</sup> /s
Sulfated ash	D874	0.02 max	% mass
Copper strip corrosion	D130	No. 3 max	N/A
Cetane number	D613	47 min.	N/A
Carbon residue	D4530	0.50 max	% mass
Acid number	D664	0.50 max	mg KOH/g
Free glycerin	D6584	0.02 max	% mass
Total glycerin	D6584	0.24 max	% mass
Phosphorous content	D4951	0.001 max	% mass
Sodium & potassium combined	UOP391	5.0 max	ppm

9. Delivery for the City of Roanoke's is 1802 Courtland Road NE, Roanoke, VA.
10. The location has two (2) 10,000 gallon underground storage tanks (USTs) for the B5 Biodiesel.

C. The Successful Bidder shall guarantee proper delivery of the E10 Gasoline and/or B5 Biodiesel to the City in the final quantities set forth in any resultant Contract, at the **guaranteed fixed differential price(s)** set forth in such Contract, and at the times set forth in the Schedule of Deliveries set forth in such Contract. If Successful Bidder fails to comply with any of these requirements the City may obtain such fuels from other sources and such Bidder shall be responsible to the City for any increased amounts and other costs the City pays for such fuels.

D. Any resulting Contract, if there is one, will be awarded to the Successful Bidder for each respective commodity with the lowest responsive and responsible **guaranteed fixed differential price**, which term is defined as the amount the Successful Bidder will charge the City per gallon for items such as freight, margin, and any and all fees and costs associated with delivering the respective E10 Gasoline and the B5 Biodiesel to the City's designated location. Such respective **guaranteed fixed differential price(s)** will be added to the respective NYMEX price for the New York Harbor RBOB Gasoline Blendstock (E10) Futures per gallon and the NYMEX price for the New York Harbor Heating Oil Futures per gallon in order to arrive at the total price per gallon for the respective E10 Gasoline and B5 Biodiesel that the City will be charged for the term of any resultant Contract. The respective price per gallon will be determined as of a date for each commodity selected by the City within 30 days after the date of any bid award. The City will select the NYMEX price per gallon for the New York Harbor RBOB Gasoline Blendstock (E10) Futures price per gallon and the New York Harbor Heating Oil Futures price per gallon during that time period and notify the Successful Bidder of the date and price per gallon selected by the City and the approximate amount of gallons of E10 gasoline and/or B5 Biodiesel the City will require for the term of any resultant Contract. The City may choose a price for one commodity on one day, and the other commodity on another day, but both selections shall be made within the specified time frame. The Successful Bidder shall be responsible for locking in (proper procurement of) such respective NYMEX price for the New York Harbor RBOB Gasoline Blendstock (E10) Futures price per gallon and the New York Harbor Heating Oil Futures price per gallon for the term and

approximate amount of gallons of any resultant Contract. The fuel price per gallon for the Contract period shall then be the sum of the awarded **guaranteed fixed differential price** per gallon for the respective fuel commodity added to the City's selected respective NYMEX price per gallon for the New York Harbor RBOB Gasoline Blendstock (E10) Futures price per gallon and NYMEX price for the New York Harbor Heating Oil Futures price per gallon for the respective commodity and that total will be the total amount per gallon that the Successful Bidder will be able to charge to and receive from the City for the sale and delivery to the City for the amount of the respective E10 gasoline and B5 Biodiesel that the City will require during the term of any resultant Contract. Such final amount is sometimes referred to as the guaranteed fixed price forward value(s). The final amount of gallons of E10 Gasoline and B5 Biodiesel to be provided to the City will be determined between the City and the Successful Bidder when developing a mutually agreed upon Schedule of Deliveries for the respective commodity.

- E. The City reserves the right to test the fuel quality of each commodity before, during, and after unloading. If the fuel fails to meet or exceed specifications and/or is contaminated, the fuel will be rejected and the Successful Bidder shall be responsible for all costs associated with removal of the fuel and must replace it within one working day after a replacement request is made, or such other time period as specified by the City. If not, the City may obtain replacement fuel and such Bidder shall be responsible to the City for all costs related to such matters.
- F. Quantities. All quantities listed herein are ESTIMATES ONLY and final guaranteed quantities will be determined between the City and Successful Bidder when developing a mutually agreed upon Schedule of Deliveries. The City shall be a priority customer of the Successful Bidder and be entitled to receive the City's fuel on a priority basis.
- G. All deliveries shall be Transport Delivery by Tank Trucks of 8,500 gallons for the E10 Gasoline, and Tank Trucks of 7,500 gallons for B5 Biodiesel.
- H. Environmental Management. The Successful Bidder shall be responsible for complying with all federal, state, and local environmental regulations relating to transportation, handling, storage, spillage and any other aspect of providing the services and fuels referred to in this ITB.
- I. The Successful Bidder shall provide the City, prior to execution of any resultant Contract, with such Bidder's spill prevention and response procedures.
- J. The Successful Bidder shall notify the City's Fleet Manager of any concerns or problems identified at the delivery site within 24 hours of delivery of the fuel.
- K. The City of Roanoke is exempt from federal and state motor fuel and excise tax. A Tax Exempt Certificate will be made available to the Successful Bidder. The fuels obtained pursuant to this ITB will be sold and delivered to a governmental entity for the use by the governmental entity in accordance with the provisions of the Virginia Code regarding fuel taxes, including Sections 58.1-2226, 2228, 2250, and any other applicable provisions of Sections 58.1-2200, et seq. and any other applicable laws.
- L. Successful Bidder shall comply with the City's Emergency Preparedness Response Procedures, which are made a part hereof and incorporated herein by reference. A copy of such Fuel Delivery Procedures is attached to this ITB as Attachment C.

- M. Each Bidder may be requested to provide to the City, and will do so within five (5) days of such request, the MSDS for each fuel to be provided to the City.
- N. The term of any resultant Contract will be for either twelve (12) months, anticipated to be from July 1, 2015, through June 30, 2016, or for eighteen (18) months, anticipated from July 1, 2015 through December 31, 2016.

**SECTION 4. DESCRIPTION OF ITEMS/SERVICES REQUIRED FOR ROANOKE CITY PUBLIC SCHOOLS.**

- A. The Successful Bidder shall be required to supply the Roanoke City Public Schools (RCPS) with B5 Biodiesel. The following shall apply to all such B5 Biodiesel:
  - 1. A blend of Ultra Low Sulfur Diesel Fuel (ULSD) and not more than 5% Biodiesel (B100).
  - 2. The B5 Biodiesel fuel furnished shall comply with all applicable ANSI, ASTM, EPA, Fuel Authority, OSHA, health, local, state, and federal rules, regulations, specifications, codes, and requirements and be free of contamination.
  - 3. 100% biodiesel is a fuel comprised of mono-alkyl esters of long chain fatty acids derived from vegetable oils or animal fats, designated B100.
  - 4. Estimated monthly volume is 23,000 gallons.
  - 5. Deliveries shall be made in 7,500 gallon transport tankers for RCPS.
  - 6. All of the B5 Biodiesel shall be a general purpose, middle distillate fuel for diesel engines requiring low sulfur diesel fuel.
  - 7. All B5 Biodiesel fuel shall have a maximum sulfur content of 15 parts per million (ppm), a maximum aromatic hydrocarbons content of 10%, and a minimum cetane number of 40.
  - 8. The testing specifications for the B100 will be ASTM D6751 for Grade S15 (15 ppm sulfur); a copy of the Certificate of Analysis (COA) must accompany each load of the Product when delivered to RCPS. The standard specifications, which shall be met, at a minimum, are listed below:

<u>Property</u>	<u>Test Method</u>	<u>Grade S15 Limits</u>	<u>Units</u>
Flash point (closed cup)	D93	130.0 min	°C
Water & sediment	D2709	0.05 max	% volume
Kinematic viscosity, 40°C	D445	1.9 – 6.0	mm <sup>2</sup> /s
Sulfated ash	D874	0.02 max	% mass
Copper strip corrosion	D130	No. 3 max	N/A
Cetane number	D613	47 min.	N/A
Carbon residue	D4530	0.50 max	% mass
Acid number	D664	0.50 max	mg KOH/g
Free glycerin	D6584	0.02 max	% mass
Total glycerin	D6584	0.24 max	% mass

Phosphorous content mass	D4951	0.001 max	%
Sodium & potassium combined	UOP391	5.0 max	ppm

9. Delivery for RCPS is 5401 Barns Avenue, Roanoke, VA.
  10. The location has one (1) 10,000 gallon above ground storage tank for the B5 Biodiesel.
- B. The Successful Bidder shall guarantee proper delivery of the B5 Biodiesel fuel to RCPS in the final quantities set forth in any resultant Contract, at the **guaranteed fixed differential price(s)** set forth in such Contract, and at the times set forth in the Schedule of Deliveries set forth in such Contract. If Successful Bidder fails to comply with any of these RCPS may obtain such fuels from other sources and such Bidder shall be responsible to RCPS for any increased amounts and other costs RCPS pays for such fuels.
  - C. Any resulting Contract, if there is one, will be awarded to the Successful Bidder for RCPS's respective commodity with the lowest responsive and responsible **guaranteed fixed differential price**, which term is defined as the amount the Successful Bidder will charge RCPS per gallon for items such as freight, margin, and any and all fees and costs associated with delivering B5 Biodiesel fuel to RCPS's designated location. Such respective **guaranteed fixed differential price(s)** will be added to the respective NYMEX price for the New York Harbor Heating Oil Futures per gallon in order to arrive at the total price per gallon for B5 Biodiesel fuel that RCPS will be charged for the term of any resultant Contract. The respective price per gallon will be determined as of a date selected by RCPS within 30 days after the date of any bid award. RCPS will select NYMEX New York Harbor Heating Oil Futures price per gallon during that time period and notify the Successful Bidder of the date and price per gallon selected by RCPS and the approximate amount of gallons of B5 Biodiesel fuel RCPS will require for the term of any resultant Contract. The Successful Bidder shall be responsible for locking in (proper procurement of) the NYMEX New York Harbor Heating Oil Futures price per gallon for the term and approximate amount of gallons of any resultant Contract. The fuel price per gallon for the Contract period shall then be the sum of the awarded **guaranteed fixed differential price** per gallon added to RCPS's selected NYMEX price for the New York Harbor Heating Oil Futures price per gallon for the respective commodity and that total will be the total amount per gallon that the Successful Bidder will be able to charge to and receive from RCPS for the sale and delivery to RCPS for the amount of B5 Biodiesel fuel that RCPS will require during the term of any resultant Contract. Such final amount is sometimes referred to as the guaranteed fixed price forward value(s). The final amount of gallons of B5 Biodiesel fuel to be provided to RCPS will be determined between RCPS and the Successful Bidder when developing a mutually agreed upon Schedule of Deliveries for the respective commodity.
  - D. RCPS reserves the right to test the fuel quality before, during, and after unloading. If the fuel fails to meet or exceed specifications and/or is contaminated, the fuel will be rejected and the Successful Bidder shall be responsible for all costs associated with removal of the fuel and must replace it within one working day after a replacement request is made, or such other time period as specified by RCPS. If not, RCPS may obtain replacement fuel and such Bidder shall be responsible to RCPS for all costs related to such matters.
  - E. Quantities. All quantities listed herein are ESTIMATES ONLY and final guaranteed quantities will be determined between RCPS and the Successful Bidder when developing a mutually

agreed upon Schedule of Deliveries. RCPS shall be a priority customer of the Successful Bidder and be entitled to receive RCPS's fuel on a priority basis.

- F. All deliveries shall be Transport Delivery by Tank Trucks of 7,500 gallons for B5 Biodiesel fuel.
- G. Environmental Management. The Successful Bidder shall be responsible for complying with all federal, state, and local environmental regulations relating to transportation, handling, storage, spillage and any other aspect of providing the services and fuels referred to in this ITB.
- H. The Successful Bidder shall provide RCPS, prior to execution of any resultant Contract, with such Bidder's spill prevention and response procedures.
- I. The Successful Bidder shall notify RCPS of any concerns or problems identified at the delivery site within 24 hours of delivery of the fuel.
- J. RCPS is exempt from federal and state motor fuel and excise tax. Tax Exempt documentation will be made available to the Successful Bidder. The fuels obtained pursuant to the ITB will be sold and delivered to a tax exempt entity for use by such entity in accordance with the provisions of the Virginia Code regarding fuel taxes.
- K. Successful Bidder shall comply with RCPS's Spill Prevention Procedures, which are made a part hereof and incorporated herein by reference. A copy of such Spill Prevention Procedures is attached to this ITB as Attachment D.
- L. Each Bidder may be requested to provide to RCPS, and will do so within five (5) days of such request, the MSDS for each fuel to be provided to RCPS.

#### **SECTION 5. PAYMENT FOR SERVICES.**

Payment(s) to the Successful Bidder shall be made in accordance with the provisions of the resultant Contract, subject to final approval by the respective entity who issues such Contract.

#### **SECTION 6. GENERAL INSTRUCTIONS TO BIDDERS.**

- A. A. Sealed Bids, to be considered, must be received by the City of Roanoke in the Purchasing Division, 215 Church Avenue, S.W., Noel C. Taylor Municipal Building, Room 202, Roanoke, Virginia 24011, **at or before 2:00 p.m., local time, on May 3, 2016**, at which time all Bids received will be publicly opened and read. Bids received after 2:00 p.m. will not be accepted or considered. The time of receipt shall be determined by the time clock stamp in the Purchasing Office, or if it is not working, such time shall be determined by the Purchasing official who is to open the Bids. The ITB and related documents may be obtained from the City's Vendor Self Service system, <https://VSS.roanokeva.gov>, or during normal business hours from the Purchasing Division (540) 853-2871, or from the City's web site at <https://www.roanokeva.gov/purchasing>. If the Noel C. Taylor Municipal Building is closed for business at the time scheduled for the proposal opening, the sealed proposal will be accepted and opened on the next business day of the City, at the originally scheduled hour.

The sealed envelope shall be clearly marked on the front of that envelope with the notation and completed information as follow:

**"ITB# 16-09-08 Opening Date: May 3, 2016, Time: 2:00 PM"**.

**FAXED OR E-MAILED BIDS ARE NOT ACCEPTABLE.**

- B. **If you download this ITB from the City website and intend to submit a bid, you should notify Purchasing that you have done so. However, each Bidder is solely responsible for ensuring that such Bidder has the current, complete version of the ITB documents, including any addenda, before submitting a bid. The City is not responsible for any ITB obtained from any source other than the City. Contact Purchasing by phone at 540.853.2871, by fax at 540.853.1513 or by email at [simone.knowles@roanokeva.gov](mailto:simone.knowles@roanokeva.gov).**
- C. Payment terms and delivery date(s) must be shown on the submitted Bid, if applicable.
- D. All Bids are to be submitted in accordance with all terms, conditions, rules, regulations, requirements and specifications identified in and by this ITB. Bidders are advised to refer to Section 1 (D) and Section 1 (F) above, which are incorporated herein, for further details on the Bid process and Bid Forms.
- E. Bids are to be on the Form(s) as provided with or as otherwise specified in this ITB. No changes are to be made to the Bid Form. Any changes to Bid amounts must be initialed. Bidders are advised to refer to Section 1 (D) and Section 1 (F) above, which are incorporated herein, for further details on the Bid process and Bid Forms.
- F. All Bids shall be signed by a person on behalf of the responding Bidder(s) who is appropriately authorized to do so. The printed name of that authorized person should be shown as well. Any Bid submitted should be in the complete legal name of the Bidder, as listed by the State Corporation Commission. No Bid will be considered from any Bidder(s) not properly licensed as may be required by law.
- G. Bids that have been appropriately opened cannot be changed, adjusted, corrected or modified in any way other than complete withdrawal. The City's procedures for withdrawal of bids (whether construction or other than construction) is that set forth in Code of Virginia, §2.2-4330(A)&(B)(1), which allows withdrawal of a Bid due to an error such as an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a Bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the Bid. Withdrawal must be requested within two days of the Bid opening by delivering to the City original work papers, documents, and materials used in preparation of the Bid. **No Bid may be withdrawn within a period of sixty (60) days after Bid opening except for clerical errors, as set forth above.**
- H. All Bids, appropriately received, will be evaluated by considering the requirements set forth in the ITB, the quality, workmanship, economy of operation, suitability for intended purpose, delivery, payment terms and price of product or service being requested in this Bid.
- I. Bids are to be submitted on the type, brand, make, and/or kind of product and/or service requested or its approved substitution, to be solely determined by the City, unless otherwise specified. Should a Bid be for a product and/or service as an substitution, the name, make, model and type of that which is being Bid must be clearly stated. The Bid must also be accompanied by descriptive literature of the product or service Bid to allow for evaluation. Failure to provide this information may result in the Bid being considered non-responsive and may not be considered.

- J. If an award is made for the item(s) and/or services requested, a notice of award will be made which will be posted to a file in the City's Purchasing Division, Room 202, telephone no. 540-853-2871, and notification of such award will be made available for Public view in the lobby of the Noel C. Taylor Municipal Building, 215 Church Ave., S.W., Roanoke, VA. 24011. If the remittance address is other than the address on the Bid, it must be clearly noted and explained in the Bid. Invoice(s) will be paid only when the items and/or services have been supplied to and approved by the City.
- K. All items, identified in this ITB, are to be quoted and provided **F.O.B. DESTINATION-DELIVERY**, unless otherwise stated in this ITB.
- L. Bidders are advised to refer to Section 1 (D), Section 1 (F), Section 3 (D) and Section 4 (C) above, which are incorporated herein, for further details on the Bid process and Bid Forms.
- M. Each Bidder is to notify in writing the Purchasing Division if any of Bidder's owners, officers, employees, or agents, or their immediate family members, is currently or has been in the past year, an employee of the City of Roanoke or has any responsibility or authority with the City that might affect the procurement transaction or any claim resulting therefrom. If so, please provide the Purchasing Division with the complete name and address of each such person and their connection to the City of Roanoke. Each Bidder(s) is advised that the Ethics in Public Contracting and Conflicts of Interests Act of the Code of Virginia, as set forth in this ITB, apply to this ITB. Such information should be provided in writing before the Bid opening date or may also be provided with the Bid response. The same information shall also be provided as to RCPS.
- N. The attention of each Bidder(s) is directed to VA Code Sections 54.1-1100 et seq. which requires certain licenses for contractors, tradesmen and others. Each Bidder(s) is required to determine which license, if any, it is required to have under such sections. Each Bidder(s) shall so state on the Bid Form, or in its response, if no Bid Form is provided, whether it has a VA license under such sections and, if so, the type of license and/or license number. Failure to include this information may result in the Bid being rejected as non-responsive.
- O. **Bid Submittals SHALL include:**
1. **Page 1, Invitation to Bid**
  2. **Attachment A, City of Roanoke's Bid Form**
  3. **Attachment B, Roanoke City Public Schools' Bid Form**

**Failure to do so will result in the Bid being determined as non-responsive.**

**Bid Form(s) must be submitted to be considered. Bidders are advised to refer to Section 1 (D), Section 1 (F), Section 3 (D) and Section 4 (C) above, which are incorporated herein, for further details on the Bid process and Bid Forms.**

**If a Bidder does not want to submit a bid for any particular commodity or item or Bid Form, the Bidder is requested to insert language similar to "No Bid for This Commodity" or "Not Applicable" in the blank part of the respective Bid Form.**

Questions or concerns may be addressed by contacting Simone Knowles, Purchasing Manager by e-mail at [simone.knowles@roanokeva.gov](mailto:simone.knowles@roanokeva.gov).

Reply To:

**City of Roanoke Purchasing Division  
Noel C. Taylor Municipal Building  
215 Church Avenue SW, Room 202  
Roanoke, Virginia 24011**

- P. Ethics in Public Contracting. The provisions, requirements, and prohibitions as contained in Sections 2.2-4367 through 2.2-4377, of the Virginia Code, pertaining to bidders, offerors, contractors, and subcontractors are applicable to this ITB.
- Q. Conflict of Interests Act. The provisions, requirements, and prohibitions as contained in Sections 2.2-3100, et seq., of the Virginia Code are applicable to this ITB.
- R. The procurement provisions of the Code of the City of Roanoke (1979), as amended, Sections 23.2-1, et seq., as well as the City Procurement Manual, apply to the City's portion of this ITB, unless specifically modified herein. The City's Procurement Manual can be reviewed at the Purchasing office and also on the City's Purchasing website at [www.roanokeva.gov/purchasing](http://www.roanokeva.gov/purchasing) ... Current Bid/RFP Request.
- S. The City and/or RCPS may request additional information, clarification, or presentations from any of the Bidders after review of the Bids received.
- T. The City and RCPS are not liable for any costs incurred by any Bidder in connection with this ITB or any response by any Bidder to this ITB. The expenses incurred by a Bidder(s) in the preparation, submission, and presentation of the Bid are the sole responsibility of the Bidder(s) and may not be charged to the City or to RCPS.
- U. Technical questions regarding the specifications or items required, under this ITB may be directed to Simone Knowles, Purchasing Manager at 540-853-2871, or faxed to 540-853-1513 or by e-mail at [simone.knowles@roanokeva.gov](mailto:simone.knowles@roanokeva.gov).
- V. Each Bidder is required to state if it has ever been debarred by any federal, state, or local government. If so, please give the details of each such matter and include this information with Bidder's response.
- W. When entering any delivery site to make deliveries or perform work, the Successful Bidder shall be liable for any damages to the City's property and RCPS's property at the delivery site or injury to any persons or entities caused by the acts or omissions of such Bidder or of its employees, agents, or subcontractors.
- X. The Successful Bidder shall be responsible for prompt, thorough, and proper cleanup of all spillage, per EPA and DEQ specifications, such Bidder's spill plan, and the City's and RCPS's spill plan.
- Y. No portion of the work shall be subcontracted without prior written consent of the City or RCPS for their respective portions of the work. In the event that the Successful Bidder desires to subcontract some part of the work specified herein, the Successful Bidder shall furnish the City and RCPS the names, qualifications and experience of their proposed subcontractor(s) and shall assure compliance with all requirements of the Contract involved.

- Z. If the bid by the lowest responsive and responsible Bidder for the City's part of this ITB exceeds available City funds, the City reserves the right to negotiate with the apparent low Bidder pursuant to Section 2.2-4318, Code of Virginia. The conditions and procedures under which such negotiation may be undertaken are that the appropriate City officials shall determine that the lowest responsive and responsible bid exceeds available funds and notify such Bidder in writing of its desire to negotiate. Thereafter, negotiations with the apparent low Bidder may be held to obtain a Contract within available funds involving discussions of reduction of quantity, quality, or other cost saving mechanisms. Any such negotiated Contract shall be subject to final approval of the City, in the sole discretion of the City. RCPS also reserves the above right as to the City's part of this ITB if the bid for the City exceeds its available funds.
- AA. Each Bidder who is a stock or nonstock corporation, limited liability company, business trust, or a limited partnership or other business entity shall be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if required by law. Each such Bidder shall include in its bid response the Identification Number issued to it by the Virginia State Corporation Commission (SCC) and should list its business entity name as it is listed with the SCC. Any Bidder that is not required to be authorized to transact business in the Commonwealth as a domestic or foreign business entity as required by law shall include in its bid response a statement describing why the Bidder is not required to be so authorized. (See Va. Code Section 2.2-4311.2).
- AB. Direct contact with any City employee without the permission of the Purchasing Manager or her designated representative, on the subject of this bid, is strictly forbidden. Violation of this Instruction may result in disqualification of Bid.

## **SECTION 7. MISCELLANEOUS.**

- A. Ownership of all data, materials, and documentation originated and prepared for the City pursuant to the ITB shall belong exclusively to the City and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. The trade secrets or proprietary information submitted by the Bidder(s) shall not be subject to public disclosure under the *Freedom of Information Act*, unless otherwise required by law or a court. **However, the Bidder(s) 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 identify the data or materials to be protected and state the reason why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire 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 Bid. RCPS also adopts the above terms as to any items prepared for RCPS pursuant to this ITB.
- B. **All Bidders shall be solely responsible for making sure that they have the most current and complete version of this ITB and all addenda that may have been issued for this ITB and that such Bidder has examined all such documents and data.** Any interpretation, correction, or change of the ITB will be made by an addendum. Interpretations, corrections or changes of this ITB made in any other manner will not be binding and Bidders must not rely

upon such interpretations, corrections, or changes.

- C. No Bidder shall confer on any public employee having official responsibility for a purchasing transaction any payment, loan, subscription, advance, deposit or money, service, or anything of more than nominal value, present or promised, unless consideration of substantially substitution or greater value is exchanged.
- D. The City may make investigations to determine the ability of the Bidder to perform the work and/or provide the services and/or items as described in this ITB. The City and RCPS reserve the right to reject any Bid if the Bidder fails to satisfy the City that such Bidder is qualified to carry out the obligations and requirements requested in this ITB.
- E. The Successful Bidder must comply with the nondiscrimination provisions of Virginia Code Section 2.2-4311, which are incorporated herein by reference.
- F. The Successful Bidder must comply with the drug-free workplace provisions of Virginia Code Section 2.2-4312, which are incorporated herein by reference.
- G. It is the policy of the City to maximize participation by minority and women owned and small business enterprises in all aspects of City contracting opportunities. RCPS adopts the above terms as to the RCPS part of this ITB.
- H. The Successful Bidder shall comply with all applicable City, State, and Federal laws, codes, provisions, and regulations. The Successful Bidder shall not during the performance of any resultant Contract knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- I. Providers of any outside services and/or items shall be subject to the same conditions and requirements as the Successful Bidder in regards to law, code, or regulation compliance. The City reserves the right of approval for any subcontract work, including the costs thereof.

#### **SECTION 8. EVALUATION FOR LOWEST RESPONSIVE AND RESPONSIBLE BIDDER.**

To determine the lowest responsive and responsible Bidder with respect to this ITB, the following factors, among such others as will protect and preserve the interest of the City and RCPS, respectively, may be considered:

- A. The **guaranteed fixed differential price** amount of the Bidder's response as set forth on the respective Bid form will be considered.
- B. The specified terms and discounts, if any, of the Bid;
- C. The ability, capacity and skill of the Bidder to perform the Contract and/or provide the services and/or items required;
- D. Whether the Bidder can perform the Contract and/or perform the services and/or provide the items promptly, or within the time specified, without delay or interference;
- E. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder;
- F. The quality of performance on previous Contracts or services;
- G. The previous and existing compliance by the Bidder with laws and ordinances relating to other Contracts, purchase orders, items, and/or services provided by Bidder in other matters;

- H. The equipment and facilities available to the Bidder to perform the Contract and/or provide the services and/or items requested in the ITB;
- I. The sufficiency of the financial resources and ability of the Bidder to perform the Contract and/or provide the services and/or items requested in the ITB;
- J. The quality, availability, and adaptability of the supplies, materials, equipment, and/or services the Bidder can provide for the particular use and/or work requested in the ITB; or
- K. Identification of the facilities and equipment to be utilized, including sources of the products, terminals, and the available delivery schedule.

**SECTION 9. SUCCESSFUL BIDDER'S AND SUBCONTRACTOR'S INSURANCE.**

Successful Bidder, and any of its subcontractors, shall, at its sole expense, obtain and maintain during the life of the resulting Contract the insurance policies and/or bonds required. Any required insurance policies and/or bonds shall be effective prior to the beginning of any work or other performance by Successful Bidder, or any of its subcontractors, under any resultant Contract. The policies and coverages required are those as may be referred to in Exhibit 1 of the Sample Contract attached to this ITB, and/or the terms and conditions attached to this ITB, but shall include workers' compensation coverage regardless of the number of employees, unless otherwise approved by the City's Risk Manager or as to RCPS' Director of Purchasing.

**SECTION 10. BID AWARD.**

If an award of a Contract is made by either the City or RCPS, the award process will be as set forth above in Section 1 (D) and Section 3 (D) as to the City and Section 4 (C) as to RCPS which are incorporated herein by reference. Notice of the award or the intent to award will be made by posting a notice of such award or announcement in the foyer area of the 2<sup>nd</sup> Floor of the Noel C. Taylor Municipal Building at 215 Church Avenue, S.W., Roanoke, Virginia 24011.

**SECTION 11. FAITH BASED ORGANIZATIONS.**

Pursuant to Virginia Code Section 2.2-4343.1, be advised that the City does not discriminate against faith-based organizations.

**SECTION 12. HOLD HARMLESS AND INDEMNITY.**

Successful Bidder shall indemnify and hold harmless the City and its officers, agents, and employees against any and all liability, losses, damages, claims, causes of action, suits of any nature, costs, and expenses, including reasonable attorney's fees, resulting from or arising out of Successful Bidder's or its employees, agents, or subcontractors actions, activities, or omissions, negligent or otherwise, on or near City's property or arising in any way out of or resulting from any of the work or items to be provided under the Contract, and this includes, without limitation, any fines or penalties, violations of federal, state, or local laws or regulations, personal injury, wrongful death, or property damage claims or suits. Successful Bidder agrees to and shall protect, indemnify, and hold harmless all the parties referred to above from any and all demands for fees, claims, suits, actions, causes of action, settlement or judgments based on the alleged or actual infringement or violation of any copyright, trademark, patent, invention, article, arrangement, or other apparatus that may be used in the performance of the Contract. RCPS adopts the above terms as to RCPS's part of this ITB and references to the City in such terms will be deemed to refer to the RCPS for its part of this ITB.

### **SECTION 13. PROTESTS.**

Any Bidder(s) who wishes to protest or object to any award made or other decisions Pursuant to this ITB may do so only in accordance with the provisions of Sections 2.2-4357, 4358, 4359, 4360, 4363, and 4364 of the Code of Virginia, and only if such is provided for in such Code section. Any such protest or objection must be in writing signed by a representative of the entity making the protest or objection and contain the information required by the applicable Code Sections set forth above. Such writing must be delivered to the City Purchasing Manager within the required time period. Such written notice of any such protest or objection shall also be delivered to the RCPS' Deputy Superintendent within the required time period.

### **SECTION 14. COMPLIANCE WITH FUEL DELIVERY PROCEDURES.**

- A. As to any City awarded Contract, Successful Bidder shall comply with the City's Fuel Delivery Procedures which are made a part hereof and incorporated herein by reference. A copy of such Fuel Delivery Procedures is attached to this ITB as Attachment C.
- B. As to any RCPS awarded Contract, Successful Bidder shall comply with RCPS's Spill Prevention Procedures which are made part hereof and incorporated herein by reference. A copy of such Spill Prevention Procedures is attached to this ITB as Attachment D.

### **SECTION 15. COMPLIANCE WITH GASOLINE TAX PROVISIONS.**

The fuels obtained for the City pursuant to this ITB will be sold and delivered to a governmental or authorized entity for the use by the entity in accordance with the provisions of the Virginia Code regarding fuel taxes, including Sections 58.1-2226, 2228, 2250, and any other applicable provisions of Sections 58.1-2200, et seq., and any other applicable laws.

### **SECTION 16. PROTECTION ON SITE.**

The Successful Bidder expressly undertakes both directly and through its subcontractor(s), to take every reasonable precaution at all times for the protection of all persons and property which may come on the jobsite or be affected by the Successful Bidder's operation in connection with all deliveries.

### **SECTION 17. SAFETY AND HEALTH PRECAUTIONS.**

The Successful Bidder shall be solely responsible for initiating, maintaining, and supervising all safety and health precautions and programs in connection with all deliveries.

### **SECTION 18. PROTECTING THE PUBLIC.**

The Successful Bidder shall in all cases protect the public and the facility, during its delivery of fuels, by posting and maintaining, at its expense, appropriate signs, barricades, barriers, lights, flagmen, and other safety devices, as deemed necessary.

### **SECTION 19. EMERGENCIES.**

In an emergency affecting the safety or life of persons or of the facility, or of the adjoining property, the Successful Bidder, without special instruction or authorization from the City Fleet Manager, shall act, at Successful Bidder's discretion, to prevent such threatened loss or injury. Also, should

Successful Bidder, to prevent threatened loss or injury, be instructed or authorized to act by the City Fleet Manager, Successful Bidder shall so act immediately, without appeal. RCPS adopts the above terms as to RCPS's part of the ITB except that reference to the City Fleet Manager shall be changed to RCPS' Director of Transportation.

**SECTION 20. DAMAGE TO THE SITE DURING DELIVERIES.**

- A. During the delivery process for the fuel to the site, the Successful Bidder shall have charge of and be solely responsible for the entire site and be liable for all damages to the site including, but not limited to any of the damages hereafter mentioned, and to any property in the vicinity of the pumps.
- B. The Successful Bidder shall conduct all operations in such a manner as to avoid any damage to the existing location and facilities. Any and all damaged work, surfaces, and/or other items shall be repaired, replaced, or restored to their original condition at the time before the delivery process in question started, and the expense of such work shall be borne solely by the Successful Bidder.

**SECTION 21. COOPERATIVE PROCUREMENT.**

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

**SECTION 22. INFORMATION ON CONTRACT/PURCHASE ORDER TO BE AWARDED.**

The Terms and Conditions set forth in this ITB and in the Sample Contract(s) attached as Attachments E and F are Terms and Conditions that the City of Roanoke and Roanoke City Public Schools plan to include in any Contract that may be awarded, but such Terms and Conditions may be added to, deleted, or modified as may be agreed to between the City and the Successful Bidder for the City's part of this ITB and the Roanoke City Public Schools and the Successful Bidder for RCPS's part of this ITB. However, if a Bidder has any objections to any of the Terms or Conditions set forth in the Attachment E or F, or any changes or additions thereto that the Bidder wants to discuss before submitting a bid, the Bidder should set forth such objections, changes, or additions in written correspondence to the Purchasing Division at least five (5) days before the bid opening date for this ITB. Otherwise, submission of a bid by a Bidder will obligate such Bidder, if it is the Successful Bidder, to enter into a Contract containing the same or substantially similar Terms and Conditions as contained in this ITB and in the Sample Contract attached as Attachment E or F respectively and such other terms as the City or RCPS respectively deem appropriate, and to comply with such Terms and Conditions. Also, all such Terms and Conditions, together with the requirements of this ITB, shall

be deemed to be a part of any resultant Contract that may be issued by the City and/or RCPS to the Successful Bidder.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

**ATTACHMENT A  
To  
ITB # 16-09-08**

**CITY OF ROANOKE BID FORM**

**ALL PAGES OF THE BID FORM MUST BE SUBMITTED WITH PAGE 1 IN ORDER TO BE  
CONSIDERED!**

The City of Roanoke is exempt from federal and state motor fuel and excise tax.

**UNLEADED E10 GASOLINE**

ANTICIPATED TERM	ESTIMATED GALLONS		Guaranteed Fixed Differential Price Per Gallon
12 MONTHS January 1, 2017 – December 31, 2017	280,000		

ANTICIPATED TERM	ESTIMATED GALLONS		Guaranteed Fixed Differential Price Per Gallon
18 MONTHS January 1, 2017 – June 30, 2018	440,000		

ANTICIPATED TERM	ESTIMATED GALLONS		Guaranteed Fixed Differential Price Per Gallon
24 MONTHS January 1, 2017 – December 31, 2018	558,000		

**B5 BIODIESEL**

ANTICIPATED TERM	ESTIMATED GALLONS		Guaranteed Fixed Differential Price Per Gallon
12 MONTHS January 1, 2017 – December 31, 2017	259,000		

ANTICIPATED TERM	ESTIMATED GALLONS		Guaranteed Fixed Differential Price Per Gallon
18 MONTHS January 1, 2017 – June 30, 2018	396,000		

ANTICIPATED TERM	ESTIMATED GALLONS		Guaranteed Fixed Differential Price Per Gallon
24 MONTHS January 1, 2017 – December 31, 2018	519,000		

\*Delivery address for both of the above commodities is  
1802 Courtland Road, NE, Roanoke, VA 24012

As noted in Section 1 of the ITB, a Bidder may submit a bid for one or both items listed on either Bid Form or any combination thereof. This allows a Bidder to submit a bid in response to one or both of the items listed on the City Bid Form or in response to the RCPS Bid Form or in response to both Bid Forms. Bidders are also advised to refer to Sections 1 (D) and 1 (E), and Section 3 (D), which are incorporated herein, for details on the Bid and Bid Award process.

Bids containing any conditions, omissions, unexplained erasures, alterations or items not called for in the bid, or irregularities of any kind, may be rejected by the City as being nonresponsive. No changes are to be made to the Bid Form. Any changes to a Bid Amount must be initialed by the person signing the Bid Form.

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

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

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

Licensed "Class A", "Class B", or "Class C" Virginia Contractor Number \_\_\_\_\_

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

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

Bidder is a \_\_\_ resident or \_\_\_ nonresident of Virginia. (Check the appropriate blank. See VA Code Sections 54.1-1100, et seq.)

The attention of each Bidder is directed to Virginia Code Section 2.2-4311.2 (effective July 1, 2010) which requires a bidder organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the Code of Virginia, as amended, or as otherwise required by law, shall include in its bid the Identification Number issued to such bidder by the Virginia State Corporation Commission (SCC). Furthermore, any bidder that is not required to be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid a statement describing why the bidder is not required to be so authorized. Please complete the following by checking the appropriate line that applies and providing the requested information:

- A. \_\_\_ Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such bidder's Identification Number issued to it by the SCC is \_\_\_\_\_.
- B. \_\_\_ Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such bidder's Identification Number issued to it by the SCC is \_\_\_\_\_.
- C. \_\_\_ Bidder does not have an Identification Number issued to it by the SCC and such bidder is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please attach additional sheets of paper if you need more space to explain why such bidder is not required to be authorized to transact business in Virginia.

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

\_\_\_\_\_  
Legal Name of Bidder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print or Type Name and Title

**ATTACHMENT B  
To  
ITB # 16-09-08**

**ROANOKE CITY PUBLIC SCHOOLS (RCPS) BID FORM**

**ALL PAGES OF THE BID FORM MUST BE SUBMITTED WITH PAGE 1 IN ORDER TO BE  
CONSIDERED!**

**RCPS IS EXEMPT FROM FEDERAL AND STATE MOTOR FUEL AND EXCISE TAX.**

**B5 BIODIESEL**

ANTICIPATED TERM	ESTIMATED GALLONS		Guaranteed Fixed Differential Price Per Gallon
12 MONTHS January 1, 2017 – December 31, 2017	276,000 GAL		

ANTICIPATED TERM	ESTIMATED GALLONS		Guaranteed Fixed Differential Price Per Gallon
12 MONTHS January 1, 2017 – June 30, 2018	414,000 GAL		

ANTICIPATED TERM	ESTIMATED GALLONS		Guaranteed Fixed Differential Price Per Gallon
12 MONTHS January 1, 2017 – December 31, 2018	552,000 GAL		

\*Delivery address for the above commodity is at the RCPS Transportation Facility located at 5401 Barns Avenue, Roanoke, VA 24019.

As noted in Section 1 of the ITB, a Bidder may submit a bid for one or both items listed on either Bid Form or any combination thereof. This allows a Bidder to submit a bid in response to one or both of the items listed on the City Bid Form or in response to the RCPS Bid Form or in response to both Bid Forms. Bidders are also advised to refer to Sections 1 (D) and 1 (E) and Section 3 (D), which are incorporated herein, for details on the Bid Award process.

Bids containing any conditions, omissions, unexplained erasures, alterations or items not called for in the bid, or irregularities of any kind, may be rejected by RCPS as being nonresponsive. No changes are to be made to the Bid Form. Any changes to a Bid Amount must be initialed by the person signing the Bid Form.

**RCPS Bid Form Continued**

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

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

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

Licensed "Class A", "Class B", or "Class C" Virginia Contractor Number \_\_\_\_\_

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

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

Bidder is a \_\_\_ resident or \_\_\_ nonresident of Virginia. (Check the appropriate blank. See VA Code Sections 54.1-1100, et seq.)

The attention of each Bidder is directed to Virginia Code Section 2.2-4311.2 (effective July 1, 2010) which requires a bidder organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the Code of Virginia, as amended, or as otherwise required by law, shall include in its bid the Identification Number issued to such bidder by the Virginia State Corporation Commission (SCC). Furthermore, any bidder that is not required to be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid a statement describing why the bidder is not required to be so authorized. Please complete the following by checking the appropriate line that applies and providing the requested information:

- A. \_\_\_ Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such bidder's Identification Number issued to it by the SCC is \_\_\_\_\_.
- B. \_\_\_ Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such bidder's Identification Number issued to it by the SCC is \_\_\_\_\_.
- C. \_\_\_ Bidder does not have an Identification Number issued to it by the SCC and such bidder is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

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

***RCPS Bid Form Continued***

**Please attach additional sheets of paper if you need more space to explain why such bidder is not required to be authorized to transact business in Virginia.**

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

\_\_\_\_\_  
Legal Name of Bidder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print or Type Name and Title

**ADDITIONAL BID INFORMATION THAT IS REQUIRED TO BE SUBMITTED  
CONTINUED ON NEXT PAGE**

**ATTACHMENT C**  
**To**  
**ITB # 16-09-08**

**FUEL DELIVERY AND**  
**EMERGENCY PREPAREDNESS & RESPONSE PROCEDURES**  
**FOR THE CITY OF ROANOKE**

**1.0 PURPOSE**

1.1 The purpose of this Standard Operating Procedure (SOP) is to establish a directive that will ensure the safe and proper transfer of bulk fuel deliveries to the Underground Storage Tanks (UST) at the Public Works Service Center (PWSC).

**2.0 SCOPE**

2.1 This procedure applies to all employees within City of Roanoke PWSC who may be involved in the delivery of bulk fuel to the underground storage tanks at the PWSC.

2.2 The policies and procedures contained in this section are intended to assist in identifying and complying with ISO 14001, EPA, DEQ and OSHA standards. In all cases where there is a difference between specific standards and policies set forth in this procedure, the stricter of the two shall apply.

**3.0 RESPONSIBILITY**

3.1 The Fleet Account Technician is responsible for keeping records of fuel usage, scheduling and overseeing the delivery process (including cross checking the delivery driver's actions), and verifying that all records are correct, as well as any other responsibilities outlined in this SOP.

3.2 The Driver is responsible for safely delivering the correct quantity of fuel to the correct tank, as well as any other responsibilities outlined in this SOP.

**4.0 DEFINITIONS**

4.1 UST – Underground Storage Tank

4.2 ALD – Automated Leak Detection and Monitoring System

4.3 TLM Leak test – A test that is performed by the ALD to detect any leaks.

4.4 E-10 – Regular 87 octane gasoline mixed with ten percent (10%) of Ethanol.

4.5 B-5 – Diesel fuel mixed with five percent (5%) Bio-diesel.

4.6 Fuel Delivery Log – Documentation of all fuel deliveries maintained by Fleet Account Technician.

4.7 Water finding paste – A paste that is applied to the dipstick to detect water in the tanks.

4.8 Dip stick – A graduated wooden stick gauge for measuring tank liquid volume.

4.9 Ullage – Volume of non fuel or void space available in a given tank (reported in gallons) as noted by ALD Systems.

4.10 Incidental spill – Approximately 1 pint (16 ounces)

- 4.11 Reportable spill: Anything greater than an incidental spill that has been released to the ground and is not fully contained. NOTE: Uncontrolled spills must be reported to 911.

## 5.0 TRAINING

- 5.1 Initial training requirements – All applicable new employees will be trained within 60 days of hire on proper procedures for bulk fuel deliveries. Training will be documented and maintained on file by the OEM Administrative Assistant.
- 5.2 Annual refresher – All applicable employees will be retrained annually. Training will be documented and maintained on file by the OEM Administrative Assistant.
- 5.3 Types – The levels of training are as follows:
- 5.3.1 Class A – For employees that have primary responsibility for operating and maintaining a UST system and managing resources and personnel to ensure continued compliance with applicable regulations.
  - 5.3.2 Class B – For employees that are responsible for daily on-site operation and maintenance of a UST system.
  - 5.3.3 Class C – For employees that regularly work near UST systems and would be expected to be the first line of response in the event of a spill or leak.

## 6.0 PROCESS

### Inventory Management

#### 6.1 Fleet Account Technician

- 6.1.1 Perform Leak test to check for leaks on the first business day of each month by printing a “TLM” Leak test history from the “ALD” monitoring system. (Hard Copy is kept in a labeled folder in the file cabinet in the Fleet Maintenance Office.)  
**To Print Report** (*instructions also posted on the tank monitoring system behind the door in Fleet Maintenance main office*):
- 6.1.1.1 Press Leak Test
  - 6.1.1.2 Print
  - 6.1.1.3 Press the down arrow button to the ‘tank monitor’ level prompt.
  - 6.1.1.4 Press enter twice.
- 6.1.2 Perform a report of the volume needed to fill the USTs for each type of fuel (Ullage) using the ALD System.
- 6.1.2.1 Done multiple times each week to forecast need.
  - 6.1.2.2 Order placed for each type of fuel and quantity.  
Delivery scheduled for future date.

## Upon Delivery

### 6.2 Driver

- 6.2.1 Enters the facility and parks truck on the west side of the UST area.
- 6.2.2 Turns off engine.
- 6.2.3 Sets parking brakes.
- 6.2.4 Chocks Wheels.
- 6.2.5 Enters Fleet Maintenance Office before depositing fuel.
- 6.2.6 Submits Driver's License or other identifying information to Fleet Account Technician.

### 6.3 Fleet Account Technician

- 6.3.1 Checks the Bill of Lading to ensure the correct fuel types and volumes are being delivered.
- 6.3.2 Records driver's name, company, fuel type, volume to be delivered and date in the Fuel Delivery Log.
- 6.3.3 Prints tape in Fleet Maintenance Office from the "ALD" electronic tank monitoring system in order to verify the volume of fuel to be delivered of each fuel type.
- 6.3.4 Accompanies driver to UST area, unlocks gate and tank fill ports.
- 6.3.5 At the time of the first fuel delivery of each month the tanks are first manually checked for any water in the fuel.
  - 6.3.5.1 Applies approximately 5-6' of water finding paste on the graduated wooden tank gauge.
  - 6.3.5.2 If there is no change in color of the paste during manual tank gauging (see 6.4.1), then there is no water in the fuel.
  - 6.3.5.3 If there is a reddish-pink color to the paste after manual tank gauging (see 6.4.1), then there is water in the fuel. Shut-off pump to corresponding tank.

### 6.4 Driver and Fleet Account Technician

- 6.4.1 Manually gauge the inches of fuel in each tank using dip-stick either from Fleet or provided on the delivery truck.
- 6.4.2 Verify the reading with the "ALD" system print-out.

### 6.5 Fleet Account Technician (Only if water-finding paste changes color)

- 6.5.1 Performs a leak test using ALD System.
- 6.5.2 If leak is shown on ALD System, immediately notify the Environmental Administrator.
- 6.5.3 If no leak is shown on ALD System, then contact Vendor that made the last delivery of fuel to come and remove the contaminated fuel (if gasoline), or (if diesel) reclaim the water from the tanks using the Vendor's equipment and storage.

### 6.6 Driver

- 6.6.1 For gasoline, will connect vapor recovery hoses prior to delivering fuel. For all other grades of fuel, no vapor recovery hose is used.
- 6.6.2 Connects fuel delivery hose.
- 6.6.3 **Checks to make sure all hose connections are secure** and no leaks are present.
- 6.6.4 Places spill pads and/or other necessary tools/containers to catch any possible leaks that occur during delivery.

6.7 Fleet Account Technician and Driver

- 6.7.1 **Check to make sure all hose connections are secure** and no leaks are present.

6.8 Driver

- 6.8.1 Delivers fuel.
- 6.8.2 Confirms the required volume of fuel has been delivered into the appropriate tanks.
- 6.8.3 Shuts down fuel delivery

6.9 Fleet Account Technician

- 6.9.1 Confirms the required volume of fuel has been delivered to all the tanks.
  - 6.9.1.1 A tape will automatically print on the “ALD” tank monitoring system when the tanks are filled. This tape is not filed anywhere; only the before and after tapes are attached to the bill of lading that is generated at the supplier.

6.10 Driver

- 6.10.1 Carefully disconnects hoses
- 6.10.2 Checks for spills.
- 6.10.3 Cleans-up any incidental spills and leaks
  - 6.10.3.1 This includes any volume of fuel that is captured by the sump around the tanks’ fill port.
  - 6.10.3.2 All sumps are to be emptied and dried following fuel delivery.

6.11 Fleet Account Technician

- 6.11.1 Checks for spills.
- 6.11.2 If there is a release to the ground (regardless of size):
  - 6.11.2.1 **Immediately** activate spill response, control, and countermeasures.
  - 6.11.2.2 Notify Fleet Manager **AND** the Office of Environmental Management (phone: 853-2425 or e-mail: [envmgmt@roanokeva.gov](mailto:envmgmt@roanokeva.gov)).

- 6.11.3 If spill is large, uncontrollable, and/or presents a hazard which constitutes an emergency, immediately call 911 and then contact the Fleet Manager and the Office of Environmental Management.
- 6.11.4 If there are no spills or releases, Account Technician returns to Fleet Office and updates the UST Fuel Delivery Log.
- 6.11.5 Records volume readings in the Fuel Storage Tank and Water Monitoring System Log.
- 6.11.6 If spill or release has occurred: Document incident and all response and notification actions taken on Fuel Spill Incident Report Form.

## **7.0 REFERENCES / RELATED DOCUMENTS**

- 7.1 City of Roanoke's Pollution Prevention Plan
- 7.2 Emergency Preparedness and Response – Section 11 of the City of Roanoke's ESMS



ATTACHMENT D  
To  
ITB # 16-09-08

**Roanoke City Public Schools**  
**Above Ground Storage Tank Spill Prevention Procedures**



MMA Environmental  
101 S. Jefferson Street  
Suite 200  
Roanoke, VA 24011  
+1 540 985 9540  
Toll Free +1 855 245 2004  
Fax +1 540 985 9538

August 5, 2014

Reference: MVT.101.301

Mr. Jamie Bates  
General Manager  
Mountain Valley Transportation  
5401 Barns Avenue, NW  
Roanoke, VA 24019

Re: Mountain Valley Transportation - RCPS Bus Facility Revised Spill Prevention Control and Countermeasure Plan

Dear Jamie:

MMA Environmental is pleased to provide you with this revised final Spill Prevention Control and Countermeasure (SPCC) Plan for the Mountain Valley Transportation RCPS Bus Facility (the Facility) located at 5401 Barns Avenue, Roanoke, Virginia. This SPCC Plan has been prepared to meet the requirements of 40 CFR 112 and has been revised within the required four years from the initial plan date. You should sign the Management Approval section on page iv and the certification in **Appendix 1**.

MMA Environmental appreciates having the opportunity to work with you. Please feel free to contact me at (540) 985-9540 if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott E. Perkins".

Scott E. Perkins, P.E.  
*Senior Consultant*

Enclosure: SPCC Plan



MMA Environmental  
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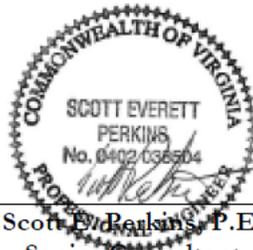
## SPILL PREVENTION CONTROL AND COUNTERMEASURE (SPCC) PLAN

for the

Mountain Valley Transportation - RCPS Bus Facility  
5401 Barns Avenue, NW  
Roanoke, Virginia 24019

Prepared by:

MMA Environmental  
101 S. Jefferson Street, Second Floor  
Roanoke, Virginia 24011



---

Scott E. Perkins, P.E.  
Senior Consultant

August 5, 2014



**SPILL PREVENTION CONTROL  
AND  
COUNTERMEASURE (SPCC) PLAN**

for the

**Mountain Valley Transportation – RCPS Bus Facility  
5401 Bams Avenue, NW  
Roanoke, Virginia 24019**

Prepared by:

**MMA Environmental  
101 S. Jefferson Street, 2<sup>nd</sup> Floor  
Roanoke, VA 24011**

August 5, 2014

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112.8(b)(4)	Not applicable	N/A
112.8(b)(5)	Not applicable	N/A
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112.8(c)(2)	3.2 Tank and Drum Description	4
112.8(c)(3)	Not applicable, no diked areas subject to precipitation	N/A
112.8(c)(4)	Not applicable, no buried tanks	N/A
112.8(c)(5)	Not applicable, no partially buried or bunkered tanks	N/A
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*MANAGEMENT APPROVAL AND REVIEW [40 CFR 112.5, 40 CFR 112.7, 40 CFR 112.7(j)]*

**MANAGEMENT APPROVAL (40 CFR 112.5, 40 CFR 112.7, 40 CFR 112.7(j))**

The Mountain Valley Transportation Facility (the Facility) is committed to the prevention of discharges of oil to navigable waters or the environment, and maintains the highest standards for spill prevention control and countermeasures through periodic review, updating and implementation of this Spill Prevention Control and Countermeasure (SPCC) Plan (the Plan). The Facility will provide the manpower, equipment and materials required to comply with all applicable local, state and federal regulation and expeditiously control and remove any quantity of oil discharged that may be harmful.

Authorized Facility Representative: \_\_\_\_\_

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

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



---

**Professional Engineer's Review [40 CFR 112.3(d)]**

The undersigned registered Professional Engineer is familiar with the requirements of 40 CFR 112 and has supervised examination of the Facility. The undersigned registered Professional Engineer attests that this SPCC Plan has been prepared in accordance with good engineering practices including applicable industry standards, and in accordance with the requirements of Chapter 40 of the Code of Federal Regulations Part 112 (40 CFR 112); that procedures have been established for the required inspections and testing; and that the Plan is adequate for the Facility.



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

Printed Name: Scott E. Perkins, P.E.

Title: Senior Consultant

Company: MMA Environmental

Date: August 4, 2014

P.E. Registration Number: 0402 038504

## **1.0 INTRODUCTION**

### **1.1 PURPOSE AND REQUIREMENTS**

This Spill Prevention Control and Countermeasure (SPCC) Plan has been prepared to document the procedures necessary to prevent and control releases of petroleum products stored in four aboveground storage tanks (ASTs) and one drum storage location at the Mountain Valley Transportation Facility (the Facility) located at 5401 Barns Avenue in Roanoke, Virginia (**Figure 1**). This SPCC Plan meets the requirements set forth in 40 CFR 112.7-8: Spill Prevention Control and Countermeasure Plans for Onshore Facilities.

### **1.2 PLAN MAINTENANCE AND UPDATE [40 CFR 112.5]**

The General Manager or his designee is responsible for the update and maintenance of the SPCC Plan. A complete review and evaluation of the SPCC Plan is required once every five years from the certification date (the date the Facility becomes subject to this SPCC Plan). The Facility will amend the SPCC Plan when there is a change in the Facility design, construction, operation or maintenance that materially affects the Facility's potential to discharge oil. All changes and technical amendments will be certified by a registered Professional Engineer.

The SPCC Plan does not require approval by the United States Environmental Protection Agency (USEPA). SPCC Plans are not forwarded to the USEPA unless either of the following conditions apply: 1) the Facility discharges 1,000 gallons or more of oil in a single spill event; or 2) the Facility discharges oil in harmful quantities as defined in 40 CFR Part 110 into any waters of the United States in two spill events, reportable under the Federal Water Pollution Control Act, occurring within any 12 month period. In these instances, the SPCC Plan must be submitted to the USEPA within 60 days for review.

MVT.101.301 2 August 2014

### **1.3 USING THE PLAN**

In addition to satisfying a regulatory requirement, this SPCC Plan should be a working document at the Facility. The Plan should be used frequently in the following ways:

- As a reference for oil storage and containment system information;
- As a tool for informing new employees and refreshing existing employees on practices for preventing and responding to spills;
- As a guide to periodic training programs for employees;
- As a guide to facility inspections; and
- As a resource during an emergency response.

### **1.4 SUBSTANTIAL HARM CRITERIA**

The Facility does not meet the criteria required to demonstrate that a facility is at risk for causing substantial harm to the environment in the event of an oil spill. These requirements are set forth in 40 CFR Part 112.20(f)(1) and 40 CFR Part 112 Appendix C. The Facility has completed the certification that the Facility does not meet the substantial harm criteria as specified in 40 CFR Part 112 Appendix C (**Appendix 1**).

MVT.101.301 3 August 2014

## **2.0 FACILITY UPGRADES [40 CFR 112.7, 40 CFR 112.7(a)(1)]**

Under 40 CFR Part 112.7, an owner or operator of a facility that is subject to these requirements may prepare an SPCC Plan that calls for additional facilities or procedures, methods, or equipment that are not yet fully operational provided that these items are described in separate paragraphs and the details of installation and operational start-up are

explained.

As of the effective date of this Plan, this facility is fully compliant with the requirements of 40 CFR 112 and consequently no facility upgrades are necessary. The Facility's compliance with these requirements is described in subsequent sections.

MVT.101.301 4 August 2014

### **3.0 FACILITY DESCRIPTION [40 CFR 112.7(a)(3)]**

#### **3.1 LOCATION AND USE**

The Facility is located in a mixed commercial/residential area east of Interstate 581 and north of the Roanoke Regional Airport in Roanoke, Virginia on a parcel south of Barns Avenue. A site location map is shown on **Figure 1**. The Facility is designed and maintained in order to store and maintain school buses that serve Roanoke City Public Schools. The Facility was originally constructed in 2003. There have been no substantive site improvements since construction with the exception of the addition of a 10,000-gallon diesel above ground storage tank (AST) in 2009.

#### **3.2 TANK AND DRUM DESCRIPTION [40 CFR 112.7(a)(3)(i), 40 CFR 112.7(a)(3)(iii), 40 CFR 112.8(c)(1,2,8)]**

There are four petroleum ASTs and one mobile refueler on-site. AST No. 1 is a 550-gallon single-walled steel used oil AST located in a storage room in the eastern corner of the Maintenance Building (**Figure 2**). It collects used oil from bus maintenance operations. AST No. 1 is equipped with proper venting to avoid over-pressurization, a visible level gauge and has a closed drainage port. Used oil is pumped to the AST from the main maintenance area via a pumping system that is equipped with an automatic shutoff device to avoid overfilling. Single-walled galvanized piping runs from AST No. 1 through the interior wall into the main maintenance area. This AST is elevated off of the ground to enable visual inspection of all sides of the tank, was reportedly installed in 2003 and the room in which it resides is bermed, thereby providing secondary containment.

AST No. 2 is a 550-gallon single-walled motor oil AST located in the same storage room in the eastern corner of the Maintenance Building as the used oil AST (**Figure 2**). It supplies motor oil for bus maintenance operations. AST No. 2 is equipped with proper venting to avoid over-pressurization, a visible level gauge and has a closed drainage port. Single-walled galvanized piping runs from AST No. 2 through the interior wall into the main maintenance area where motor oil is provided to mechanics. This AST is elevated off of the ground to enable visual inspection of all sides of the tank, was reportedly installed in 2003 and the

MVT.101.301 5 August 2014

room in which it resides is bermed, thereby providing secondary containment.

AST No. 3 is a 275-gallon single-walled steel transmission fluid AST located in the same storage room in the eastern corner of the Maintenance Building as the used oil AST (**Figure 2**). It supplies transmission fluid for bus maintenance operations. AST No. 3 is equipped with proper venting to avoid over-pressurization, a visible level gauge and has a closed drainage port. Single-walled galvanized piping runs from AST No. 3 through the interior wall into the main maintenance area where transmission fluid is provided to mechanics. This AST is elevated off of the ground to enable visual inspection of all sides of the tank, was reportedly installed in 2003 and the room in which it resides is bermed, thereby providing secondary containment.

AST No. 4 is a 10,000-gallon double-walled steel diesel AST located outdoors as shown in

**Figure 2.** It supplies diesel fuel to school buses stored on-site. AST No. 4 is equipped with a high level alarm, an interstitial space alarm, an atmospheric and emergency vent per NFPA 30, an overflow bucket and a direct reading level gauge. The tank is connected via aboveground single-walled piping to an adjacent dispenser. General secondary containment is provided by the Facility's stormwater retention basin. This AST is elevated off of the ground to enable visual inspection of all sides of the tank and was installed in 2009.

Two 55-gallon drums of grease are located in the same storage room as AST Nos. 1 through 3. One 55-gallon drum of motor oil is also located in this room. These drums are stored directly on the concrete floor of the room and are provided with secondary containment by virtue of the room's bermed design.

A mobile refueling truck is typically parked in the open-sided building adjacent to AST No. 4. It is a single-walled 1,600-gallon steel refueling truck containing diesel fuel used to refuel buses. It is parked in a bermed storage area that is capable of containing approximately 3,400-gallons.

MVT.101.301 6 August 2014

### **3.3 OIL-FILLED EQUIPMENT [40 CFR 112.7(k)]**

The Facility does not have any oil-filled equipment with greater than 55 gallons of capacity.

### **3.4 LOCAL SURFACE WATER**

The nearest body of water to the Site is an unnamed tributary to the West Fork of Carvin Creek that runs along the northern boundary of the Facility. Carvin Creek leads to Deer Branch Creek and then to Tinker Creek, which discharges to the Roanoke River.

### **3.5 SITE DRAINAGE [40 CFR 112.8(b)(1-3)]**

On-site runoff is collected through a series of drop inlets and conveyed to one stormwater retention basin immediately northeast of the Maintenance Building (**Figure 2**). This basin discharges to the unnamed tributary to the West Fork of Carvin Creek described in **Section**

**3.4.** The design and operational practices are such that all reasonable releases will be captured and managed prior to reaching surface water. Drainage from the interior diked storage area for AST Nos. 1 through 3 and the building containing the refueling truck is prohibited by the design of the diked rooms.

MVT.101.301 7 August 2014

## **4.0 SPILL PREVENTION AND RESPONSE**

### **4.1 DISCHARGE PREVENTION (40 CFR 112.7(a)(3)(ii))**

#### **4.1.1 Operating Procedures**

Facility employees are trained to implement spill prevention practices for work with and around oil sources. Facility personnel will use reasonable best management spill prevention to minimize the potential for a release of oil.

The following practices are implemented:

- Keep container lids securely fastened at all times;
- Do not leave portable containers unattended (outside);
- Return containers to their storage location after use;
- Use pads, drip pans and funnels when transferring petroleum products from a container;
- Protect oil sources from damage inflicted by moving equipment;
- Do not store oil sources near catch basins or floor drains; and
- Loading and unloading of petroleum products will be attended at all times.

## 4.1.2 Loading and Unloading Operations

### 4.1.2.1 AST Fill Operations

While the Facility does not have a loading/unloading rack (thereby eliminating the regulatory requirement for secondary containment on loading and unloading operations), there are several procedures that are followed to minimize the likelihood of a petroleum release during AST loading and unloading (for used oil) operations and to respond to releases that do occur. During AST fill operations, an SPCC Plan-trained Facility employee is required to be on-site. Spill response kits will be located in direct proximity to each AST and in the drum storage area as discussed in **Section 2.0**. These kits will be clearly labeled. Additional discharge prevention precautions are taken as specified in the Safe-Fill Procedure MVT.101.301 8 August 2014

**(Appendix 2)**, and are followed during all tank filling operations. This Safe-Fill Procedure meets the requirements of 40 CFR 112.8(c)(8).

### 4.1.2.2 Bus Filling Procedures

The 10,000-gallon diesel AST is used to fill buses with fuel on an as-needed basis. Facility personnel that perform these refueling operations are trained in the following tasks:

- Operation of the dispenser and fuel management system;
- Location of the emergency shutoff valve; and
- Notification and response procedures in the event of a minor or major spill event (as defined in **Sections 4.2.3 and 4.2.4**, respectively).

### 4.1.2.3 Loading and Unloading Racks [40 CFR 112.7(h)]

The Facility does not have a loading or unloading rack as defined in the applicable regulations.

## 4.1.3 Tests and Inspections [40 CFR 112.7(e), 40 CFR 112.8(c)(6), 40 CFR 112.8(c)(10), 40 CFR 112.8(d)(4)]

The personnel at the Facility will perform testing, inspection and maintenance of all petroleum storage and handling equipment to keep it performing in an efficient and environmentally protective manner. The tests and inspections will be performed as discussed in the following subsections. These inspection procedures are compliant with the Steel Tank Institute Standard for the Inspection of Aboveground Storage Tanks STI SP001-006.

### 4.1.3.1 Inspecting ASTs and Drums

Facility personnel periodically observe the ASTs, associated piping, 55-gallon drums and the refueling truck during operating hours. The ASTs, 55-gallon drums and the oil absorbent booms on the curb inlets leading to the stormwater retention basin will be inspected monthly and the results will be recorded on the Monthly AST/Drum Inspection Form, as MVT.101.301 9 August 2014

included in **Appendix 3**. Annual inspections will also be performed on the ASTs and the results recorded in the Annual AST Inspection Form, as included in **Appendix 4**. The completed forms will be kept for at least three years in **Appendix 8** of this Plan, maintained by the General Manager. Inspections include observations of the exterior of the tanks and drums for signs of deterioration or spills (leaks), observations of the tank foundation and supports for signs of instability, and observations of the vent, fill and discharge pipes for signs of poor connections. Finally, the 10,000-gallon AST will be tested for integrity via a formal external inspection every 20 years as detailed in Section 7.0 of STI SP001-006.

Records of integrity testing will be maintained for the life of the tank in a file maintained by the General Manager in **Appendix 8** of this Plan.

#### **4.1.3.2 Tank/Drum Maintenance [40 CFR 112.8(c)(10)]**

All petroleum storage tank and piping and 55-gallon drum problems will be immediately reported to the General Manager. Visible oil spills or leaks that cause a loss of oil from tank walls, piping or other components will be repaired or replaced as soon as possible to prevent the potential for a major spill from the source. This is especially important for sources located outside or near drains or catch basins that discharge to the environment. Records of AST repairs will be maintained in **Appendix 8** of this Plan.

#### **4.1.4 Personnel and Training [40 CFR 112.7(f)(1,2,3)]**

##### **4.1.4.1 Training Requirements**

The General Manager is the individual designated as accountable for discharge prevention and who reports to facility management.

The Facility will provide SPCC spill training for personnel involved with handling petroleum products. The General Manager will arrange for this training to be completed annually. An outline of this training is provided in **Appendix 5**.

The General Manager will maintain records of attendance at training sessions on the MVT.101.301 10 August 2014

Training Documentation Form provided in **Appendix 6**. This form will be maintained in **Appendix 8** of this Plan.

##### **4.1.4.2 Documentation for Training**

The annual SPCC training will be documented to include the instructor's name, course outline, date and duration of training, attendant's names and signatures, and corrective action list for areas in need of improvement, if any. This information will be filed and maintained for at least three years at the office of the General Manager as well as in **Appendix 8** of this Plan.

#### **4.1.5 Security [40 CFR 112.7(g)(1,2,3,4)]**

The Site is manned during normal business hours. An eight-foot chain link fence surrounds the Facility and meets the requirements of 40 CFR 112.7(g). The access gate to the Facility is locked during non-operating hours. The Site is well lit at night with security lighting.

Tanks are always either operational or in a standby status for brief periods of time.

#### **4.1.6 Piping [40 CFR 112.8(d)(3), 40 CFR 112.8(d)(5), 40 CFR 112.7(a)(2)]**

Piping leading from the 550-gallon used oil and motor oil ASTs and the 275-gallon transmission fluid AST is single-walled but maintained entirely within the footprint of the Maintenance Building. Piping from between the 10,000-gallon AST and the dispenser is single-walled and aboveground but is protected by bollards. All piping is located such that it cannot be endangered by vehicles entering the Site. This design precludes the necessity to provide warning to drivers of vehicles as required under 40 CFR 112.8(d)(5). This deviation from 40 CFR 112.8(d)(5) and use of equivalent protection is allowable under the exemption provided in 40 CFR 112.7(a)(2). Pipe supports are designed and installed to minimize abrasion and corrosion and to allow for expansion and contraction.

#### **4.1.7 Secondary Containment [40 CFR 112.7(a)(3)(iii), 40 CFR 112.7(c), 40 CFR 112.8(c)(2)]**

Secondary containment is provided through a variety of passive and active means. AST MVT.101.301 11 August 2014

Nos. 1 through 3 and the 55-gallon drums are single-walled but are located in a room that

has no drains but is completely bermed to provide containment for the largest sized tank (550-gallons). The refueling truck is parked in a bermed storage area. AST No. 4 has a double-walled design. Piping associated with AST Nos. 1 through 3 runs through the Maintenance Building. Any releases from the piping that are not captured through active containment measures described in **Section 4.2** would enter the sanitary sewer lines through floor grates and would be captured by the oil-water separator and thus prevented from passing off-site. Site personnel would then contract to have the oil-water separator pumped out. Piping associated with AST No. 4 that runs to the dispenser is provided with containment by virtue of the stormwater retention basin. This same stormwater retention basin will provide general secondary containment for any releases associated with refueling of AST Nos. 2 through 4, used oil removal from AST No. 1 and from bus refueling associated with AST No. 4 and the refueling truck. The effectiveness of the stormwater retention basin as a secondary containment method is increased by the maintenance of oil absorbent booms on the curb inlets leading to the basin as well as by active containment provided by site personnel responding to the fuel release as provided in **Section 4.2** of this Plan. These oil absorbent booms are inspected during the monthly and annual inspections discussed in **Section 4.1.3**.

#### **4.2 EMERGENCY RESPONSE [40 CFR 112.7(a)(3)(iii, iv, vi)), 40 CFR 112.7(a)(4), 40 CFR 112.7(a)(5)]**

This section describes the cleanup response and protocols to follow in the event of an oil spill. State or federal laws prohibit the uncontrolled discharge of oil to groundwater, surface water or soil. It is imperative that action be taken to respond to a spill once it has occurred. In the event of an oil spill, depending on the volume and characteristics of the material released, the Facility has defined spill response as either a “Minor Spill Response” or “Major Spill Response” (“Spill Emergency”). A list of Emergency Contacts is included in **Section 4.2.4** below.

In the event of any spill, regardless of its size, the General Manager must be contacted immediately. His contact information is:

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Name: Jamie Bates, General Manager

Office Phone Number: (540)777-0101

Cell Phone Number: (540)728-0796

##### **4.2.1 Spill Response Equipment**

Spill response kits will be maintained adjacent to both the ASTs and drums in the Maintenance Shop as well as the 10,000-gallon diesel AST. They will be clearly marked and signs will be posted near the ASTs and drums to ensure personnel are aware of their location. The spill kits should contain spill booms to contain releases, absorbent pads to facilitate cleanup and other absorbent materials and be sufficient to respond to releases up to 55 gallons. The Facility will contact 911, the Virginia Department of Emergency Services and the National Response Center, as necessary, (see **Section 4.2.4**) to provide resources and manpower to respond to major releases that cannot be safely controlled and cleaned up using on-site equipment.

##### **4.2.2 Likely Spill Scenarios [40 CFR 112.7(b)]**

###### **4.2.2.1 550-Gallon Used Oil or Motor Oil AST Refueling Release (AST No. 1/2)**

A release from refueling lines during transfer to AST Nos. 1 or 2 would have the following

characteristics:

*Direction of Flow:* Any release would flow over the exterior pavement underlying the refueling truck into the stormwater inlet along the curb and into the stormwater retention basin.

*Rate of Flow:* Up to 200 gallons per minute (GPM)

*Total Quantity Potentially Released:* 200 gallons

#### **4.2.2.2 10,000-Gallon Diesel AST Refueling Release (AST No. 4)**

A release from refueling lines during transfer to AST No. 4 would have the following characteristics:

characteristics:

*Direction of Flow:* Any release would flow over the exterior pavement underlying the refueling truck into the stormwater inlet along the curb and into the stormwater retention basin. The Facility maintains oil absorbent booms along this inlet to partially contain this type of release prior to entry into the stormwater retention basin.

*Rate of Flow:* Up to 200 gallons per minute (GPM)

*Total Quantity Potentially Released:* 1,500 gallons

#### **4.2.2.3 Bus Refueling Release (AST No. 4 and refueling truck)**

A release during refueling of a bus from AST No. 4 or from the refueling truck would have the following characteristics:

*Direction of Flow:* Any release would flow over the exterior pavement underlying the bus into the stormwater inlet along the curb and into the stormwater retention basin. The Facility maintains oil absorbent booms along this inlet to completely contain this type of release prior to entry into the stormwater retention basin.

*Rate of Flow:* Up to 20 gallons per minute (GPM)

*Total Quantity Potentially Released:* 100 gallons

### **4.2.3 Minor Spill Response**

A “Minor Spill Response” is defined as one that poses no significant harm to human health or the environment. These spills involve generally less than 25 gallons and can usually be cleaned up by Facility personnel. Other characteristics of a minor spill include the following:

- The spilled material is easily stopped or controlled at the time of the spill;
- The spill is localized;
- The spilled material does not reach surface water or groundwater;
- There is little danger to human health; and

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- There is little danger of fire or explosion.

#### **In the event of a minor spill, the following guidelines will apply:**

- Immediately notify the senior person on-site.
- Under the direction of the senior person on-site, contain the spill with spill response materials and equipment.
- Remove all visibly impacted soils.
- Place spill debris in properly labeled waste containers.
- Complete the **Spill Notification Form (Appendix 7)** and send it to the General Manager.

### **4.2.4 Major Spill Response (Spill Emergency) (40 CFR 112.7(a)(3)(vi))**

A “Spill Emergency” is defined as one involving a spill that cannot be safely controlled or

cleaned up and will typically involve greater than 25 gallons. Characteristics include any of the following:

- The spill is large enough to spread beyond the immediate spill area or greater than 25 gallons;
- The spilled material passes through the stormwater retention basin and into the adjacent creek (regardless of spill size);
- The spill requires special training and equipment to cleanup;
- The spilled material is dangerous to human health; or
- There is a danger of fire or explosion.

**In the event of a spill emergency, the following guidelines will apply:**

- Immediately notify the senior person on-site.
- All workers will immediately evacuate the spill site and move to a safe distance away from the spill.

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- A senior on-site person will call for medical assistance if workers are injured (no worker will engage in rescue operations unless they have been properly trained and equipped).
- Notification [40 CFR 112.7(a)(4)]: Complete as much of the Spill Notification Form located in **Appendix 7** as possible at this point of the response and then make the following notifications, as appropriate. Document the notifications on the Spill Notification Form.

Ø Immediately notify the local Fire Department at 911.

Ø For a spill of >25 gallons that does not cause a sheen or otherwise impacts surface water, a senior on-site person will immediately contact the Virginia Department of Emergency Management at (800) 468-8892.

Ø For a spill that causes a sheen or otherwise impacts surface water, a senior on-site person will immediately contact the Virginia Department of Emergency Management at (800) 468-8892 and the National Response Center at (800) 424-8802.

Ø A senior on-site person will contact the General Manager to provide details regarding the spill.

- The General Manager will coordinate cleanup and seek assistance from a cleanup contractor, as necessary.

**4.2.5 Waste Disposal [40 CFR 112.7(a)(3)(v)]**

**4.2.5.1 Gasoline Spill**

The Facility, as a Best Management Practice, assumes that gasoline-impacted spill response waste is hazardous due to its benzene content. Absorbents, impacted soil and other spill response wastes will be containerized in 55-gallon drums with firmly affixed lids. These drums will be marked as “Hazardous Waste - Gasoline Spill Response Waste” on a Hazardous Waste Label. If more than one 55-gallon drum has been filled, mark the Start Accumulation Date on the drum and store them in the Maintenance Building pending disposal as a Hazardous Waste within 180 days of waste generation (unless more than 2,200 pounds of waste has been generated, in which case the waste must be removed within 90

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days of generation). In either case, notify the General Manager immediately to coordinate

VDEQ notification of hazardous waste generation status change.

#### **4.2.5.2 Diesel, Oil or Used Oil Spill**

The Facility has determined that this is a non-hazardous waste, unless it contains other wastes that would cause it to be hazardous (e.g., chlorinated solvents). Absorbents, impacted soil and other spill response wastes will be containerized in 55-gallon drums with firmly affixed lids. These drums will be marked as “Non-Hazardous Waste - Petroleum Spill Response Waste” on a Non-Hazardous Waste Label and placed in the Maintenance Building for temporary storage. Notify the General Manager immediately to confirm its status as non-hazardous and to coordinate disposal.

#### **4.2.6 Spill Notification Forms**

After making the appropriate phone calls and the spill is contained, a Spill Notification Form, included in **Appendix 7**, should be completed. This form will be maintained in **Appendix 8** of this Plan and a copy submitted to the General Manager. The Spill Notification Form includes a checklist to document the proper notification of state and federal agencies. The form will be filed by facility name and maintained as long as the Facility operates this facility.

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### **5.0 RECORDKEEPING [40 CFR 112.3(e), 40 CFR 112.7(e)]**

The following records will be maintained in **Appendix 8** of the master copy of this Plan in the General Manager’s office for the intervals specified below.

- Spill Notification Forms - Kept for three years
- Training Documentation Forms - Kept for three years beyond the last date of employment
- AST Repair/Maintenance Records - Kept for the life of the AST
- Monthly AST/55-Gallon Drum Inspection Forms - Kept for three years
- 20-Year Integrity Testing Records - Kept for the life of the AST
- Copies of all written commitments of manpower and resources necessary to respond to remove any quantity of oil discharged that may be harmful – Maintain and update as long as the Facility is in operation.

### **FIGURES**

#### **FIGURE 1**

Site Location Map

Mountain Valley Transportation

Bus Facility

5401 Barns Avenue

Roanoke, Virginia

Work Order No.: MVT.101.301

Drawn By / Date: TFL 08/31/09

Updated By / Date: GMH 08/05/14

Scale: See above

# **N**

Topographic map for 5401 Barns Avenue, Roanoke, VA from <http://terraserver-usa.com> dated July 1, 1984.

# SITE

## FIGURE 2 – Site Map

Mountain Valley Transportation Bus Facility  
5401 Barns Avenue  
Roanoke, Virginia 24019  
Work Order No.: MVT.101.301  
Drawn By / Date: SEP 03/30/10  
Scale: See Above

Updated By / Date: GMH 08/05/14

### **APPENDICES**

#### **Appendix 1**

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Appendix 1

1

#### **Appendix 1**

##### **Mountain Valley Transportation – RCPS Bus Facility Substantial Harm Determination**

Facility Name: Mountain Valley Transportation –RCPS Bus Facility

Address: 5401 Barns Avenue, Roanoke, VA

1. Does the facility transfer oil over water to or from vessels and does the facility have a total oil storage capacity greater than or equal to 42,000 gallons?

Yes \_\_\_\_\_ No XX

2. Does the facility have a total oil storage capacity greater than or equal to 1 million gallons and does the facility lack secondary containment that is sufficiently large to contain the capacity of the largest aboveground oil storage tank plus sufficient freeboard to allow for precipitation within any aboveground oil storage tank area?

Yes \_\_\_\_\_ No XX

3. Does the facility have a total oil storage capacity greater than or equal to 1 million gallons and is the facility located at a distance (as calculated using the appropriate formula in Attachment C-III to 40 CFR 112 or a comparable formula) such that a discharge from the facility could cause injury to fish and wildlife and sensitive environments? For further description of fish and wildlife and sensitive environments, see Appendices I, II and III to DOC/NOAA's "Guidance for Facility and Vessel Response Plans: Fish and Wildlife and Sensitive Environments" (see Appendix E to 40 CFR 112, section 13, for availability) and the applicable Area Contingency Plan.

Yes \_\_\_\_\_ No XX

4. Does the facility have a total oil storage capacity greater than or equal to 1 million gallons and is the facility located at a distance (as calculated using the appropriate formula in the Attachment C-III to 40 CFR 112 or a comparable formula) such that a discharge from the facility would shut down a public drinking water intake formula?

Yes \_\_\_\_\_ No XX

5. Does the facility have a total oil storage capacity greater than or equal to 1 million gallons and has the facility experienced a reportable oil discharge in an amount greater than or equal to 10,000 gallons within the last 5 years?

Yes \_\_\_\_\_ No XX

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Appendix 1

2

### **Certification**

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document, and that based on my inquiry of those individuals responsible for obtaining this information, I believe that the submitted information is true, accurate and complete.

---

Signature Date

---

**Print** Name/Title

### **Appendix 2**

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Appendix 2

### **Appendix 2**

#### **Mountain Valley Transportation – RCPS Bus Facility**

#### **Safe-Fill Procedure**

The below-listed procedures should be followed whenever conducting filling or removal operations at any AST located at the Facility. Note that this procedure does not apply to refueling of school buses from the 10,000-gallon AST but is intended to apply to bulk fueling operations.

- All receipts of fuel deliveries or used oil pickups should be authorized by a member of the Facility staff that has been trained in the Safe-Fill Procedures. This individual should be present at all times during the refueling process.
- No fuel transfer operations should occur during periods of significant precipitation.
- Prior to beginning any fueling operations for any AST, a trained Facility staff member or the refueling vendor should read the volume gauge of the AST, to estimate the volume available in the AST, and confirm that the available capacity in the AST is greater than the volume of fuel to be transferred.
- The Facility staff should require the fuel transfer truck operator to chock the vehicle's wheels.
- Facility staff or the refueling vendor should visually inspect the truck for any leaks or other conditions that might lead to a fuel release.
- Facility staff trained in spill cleanup and containment procedures should be present during all transfer operations and should be close enough to detect when the audible high level alarm is tripped (for the 10,000-gallon AST) or code signal communication between the container gauger and the pumping station must be instituted (for other

ASTs). This requirement is critical for the 550-gallon ASTs.

- Facility staff monitoring fuel transfer operations will maintain immediate access to a spill kit with the capacity to contain up to 50 gallons of oil released during transfer operations.
- In the event of a spill, initiate cleanup actions in accordance with the Facility Spill Response Procedures.
- Upon completing filling operations, the Facility staff should ensure that all fill and drain ports are properly secured.

### **Appendix 3**

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Appendix 3

1

### **Appendix 3**

#### **Mountain Valley Transportation – RCPS Bus Facility**

#### **Monthly AST/Drum Inspection Form**

Date: \_\_\_\_\_ Completed By: \_\_\_\_\_

#### **Inspection Item**

Ö

**If Ok**

Ö

**If Problem**

**Comments**

**(and Resolutions to Noted Problems)**

#### **AST No. 1 (550-Gallon Used Oil AST)**

Evidence of leaking into secondary containment? (e.g., on floor around tank).

Debris or fire hazard in containment?

Drain valves on AST operable and in a closed position?

Egress pathways clear and gates/doors operable?

Piping secured properly, free from evidence of leakage and in good condition?

Tank liquid level gauge in good condition?

Check if all tank openings are properly sealed.

Spill cleanup kit within site of AST?

Are there other conditions that should be addressed for continued safe operation or that may affect the site SPCC Plan?

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Appendix 3

2

### **Appendix 3**

#### **Mountain Valley Transportation – RCPS Bus Facility**

## Monthly AST/Drum Inspection Procedure

Date: \_\_\_\_\_ Completed By: \_\_\_\_\_

### Inspection Item

**If Ok**

**If Problem**

**Comments**

**(and Resolutions to Noted Problems)**

### AST No. 2 (550-Gallon Motor Oil AST)

Evidence of leaking into secondary containment? (e.g., on floor around tank or in double-wall interstitial space).

Debris or fire hazard in containment?

Drain valves operable and in a closed position?

Egress pathways clear and gates/doors operable?

Piping secured properly, free from evidence of leakage and in good condition?

Tank liquid level gauge in good condition?

Check if all tank openings are properly sealed.

Spill cleanup kit within site of AST?

Are there other conditions that should be addressed for continued safe operation or that may affect the site

SPCC Plan?

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Appendix 3

3

### Appendix 3

#### Mountain Valley Transportation – RCPS Bus Facility

### Monthly AST/Drum Inspection Procedure

Date: \_\_\_\_\_ Completed By: \_\_\_\_\_

### Inspection Item

**If Ok**

**If Problem**

**Comments**

**(and Resolutions to Noted Problems)**

### AST No. 3 (275-Gallon Transmission Fluid AST)

Evidence of leaking into secondary containment? (e.g., on floor around tank or in double-wall interstitial space).

Debris or fire hazard in containment?

Drain valves operable and in a closed

position?  
Egress pathways clear and gates/doors operable?  
Tank liquid level gauge in good condition?  
Check if all tank openings are properly sealed.  
Spill cleanup kit within site of AST?  
Are there other conditions that should be addressed for continued safe operation or that may affect the site SPCC Plan?

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Appendix 3

4

### **Appendix 3**

## **Mountain Valley Transportation – RCPS Bus Facility**

### **Monthly AST/Drum Inspection Procedure**

Date: \_\_\_\_\_ Completed By: \_\_\_\_\_

#### **Inspection Item**

Ö

**If Ok**

Ö

**If Problem**

**Comments**

**(and Resolutions to Noted Problems)**

### **AST No. 4 (10,000-Gallon Diesel AST)**

Evidence of leaking into secondary containment or around AST? (e.g., on ground around tank or in double-wall interstitial space).

Debris or fire hazard near tank?

Drain valves operable and in a closed position?

Ladder and platform structure secure with no sign of severe corrosion or damage?

Piping secured properly, free from evidence of leakage and in good condition?

Tank liquid level gauge in good condition?

Check if all tank openings are properly sealed.

Spill cleanup kit within site of AST?

Booms over curb inlets in satisfactory condition and not in need of replacement?

Are there other conditions that should be addressed for continued safe

operation or that may affect the site  
SPCC Plan?  
MVT.101.301 08/05/14  
Appendix 3  
5

**Appendix 3**  
**Mountain Valley Transportation – RCPS Bus Facility**  
**Monthly AST/Drum Inspection Procedure**

Date: \_\_\_\_\_ Completed By: \_\_\_\_\_

**Inspection Item**

**If Ok**

**If Problem**

**Comments**

**(and Resolutions to Noted Problems)**

**Mobile Refueling Truck (1,600-Gallon Diesel AST)**

Evidence of leaking into secondary  
containment? (e.g., on floor around tank  
or in double-wall interstitial space).

Debris or fire hazard in containment?

Egress pathways clear and gates/doors  
operable?

Check if all tank openings are properly  
sealed.

Spill cleanup kit within site of AST?

Are there other conditions that should  
be addressed for continued safe  
operation or that may affect the site

SPCC Plan?

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Appendix 3

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**Appendix 3**  
**Mountain Valley Transportation – RCPS Bus Facility**  
**Monthly AST/Drum Inspection Procedure**

Date: \_\_\_\_\_ Completed By: \_\_\_\_\_

**Inspection Item**

**If Ok**

**If Problem**

**Comments**

**(and Resolutions to Noted Problems)**

**55-Gallon Drum Storage Area**

Drums stored on pallets?

Evidence of leaking into secondary  
containment? (e.g., on floor around  
drums).

Debris or fire hazard in containment?

Check if all drum openings are properly sealed.

Noticeable container distortions, rust, buckling, denting or bulging?

Egress pathways clear and gates/doors operable?

Spill cleanup kit within site of drums?

Are there other conditions that should be addressed for continued safe operation or that may affect the site SPCC Plan?

## **Appendix 4**

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Appendix 4

1

## **Appendix 4**

### **Mountain Valley Transportation – RCPS Bus Facility Annual AST Inspection Form**

Date: \_\_\_\_\_ Completed By: \_\_\_\_\_

#### **Inspection Item**

Ö

**If Ok**

Ö

**If Problem**

**Comments**

**(and Resolutions to Noted Problems)**

#### **AST No. 1 (550-Gallon Used Oil AST)**

Containment structure in satisfactory condition?

Evidence of tank settlement?

Cracking or spalling of concrete pad?

Evidence of paint failure? (e.g., significant cracking, peeling or rusting)

Noticeable shell distortions, buckling, denting or bulging?

Vents free of obstructions?

Emergency vent operable?

Has the tank liquid level sensing device been tested to ensure proper operation?

Are tank grounding lines in good condition?

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Appendix 4

2

## **Appendix 4**

### **Mountain Valley Transportation – RCPS Bus Facility Annual AST Inspection Procedure**

Date: \_\_\_\_\_ Completed By: \_\_\_\_\_

#### **Inspection Item**

Ö

**If Ok**

Ö

**If Problem**

**Comments**

**(and Resolutions to Noted Problems)**

**AST No. 2 (550-Gallon Motor Oil AST)**

Containment structure in satisfactory condition?

Evidence of tank settlement?

Cracking or spalling of concrete pad?

Evidence of paint failure? (e.g., significant cracking, peeling or rusting)

Noticeable shell distortions, buckling, denting or bulging?

Vents free of obstructions?

Emergency vent operable?

Has the tank liquid level sensing device been tested to ensure proper operation?

Are tank grounding lines in good condition?

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Appendix 4

3

**Appendix 4**

**Mountain Valley Transportation – RCPS Bus Facility**

**Annual AST Inspection Procedure**

Date: \_\_\_\_\_ Completed By: \_\_\_\_\_

**Inspection Item**

Ö

**If Ok**

Ö

**If Problem**

**Comments**

**(and Resolutions to Noted Problems)**

**AST No. 3 (275-Gallon Transmission Fluid AST)**

Containment structure in satisfactory condition?

Evidence of tank settlement?

Cracking or spalling of concrete pad?

Evidence of paint failure? (e.g., significant cracking, peeling or rusting)

Noticeable shell distortions, buckling, denting or bulging?

Vents free of obstructions?

Emergency vent operable?

Has the tank liquid level sensing device been tested to ensure proper operation?

Are tank grounding lines in good condition?

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**Appendix 4  
Mountain Valley Transportation – RCPS Bus Facility  
Annual AST Inspection Procedure**

Date: \_\_\_\_\_ Completed By: \_\_\_\_\_

**Inspection Item**

Ö

**If Ok**

Ö

**If Problem**

**Comments**

**(and Resolutions to Noted Problems)**

**AST No. 4 (10,000-Gallon Diesel AST)**

Evidence of tank settlement?

Cracking or spalling of concrete pad?

Tank supports in satisfactory condition?

Evidence of paint failure? (e.g.,  
significant cracking, peeling or rusting)

Noticeable shell distortions, buckling,  
denting or bulging?

Piping secured properly, free from  
evidence of leakage and in good  
condition?

Vents free of obstructions?

Emergency vent operable?

Has the tank liquid level sensing device  
been tested to ensure proper operation?

Is overfill prevention device in proper  
working condition?

Are tank grounding lines in good  
condition?

Booms over curb inlets in satisfactory  
condition and not in need of  
replacement?

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**Appendix 4  
Mountain Valley Transportation – RCPS Bus Facility  
Annual AST Inspection Procedure**

Date: \_\_\_\_\_ Completed By: \_\_\_\_\_

**Inspection Item**

Ö

**If Ok**

Ö

**If Problem**

**Comments**

**(and Resolutions to Noted Problems)**

**Mobile Refueling Truck (1,600-Gallon Diesel AST)**

Evidence of foundation settlement?  
Cracking or spalling of concrete pad?  
Evidence of paint failure? (e.g., significant cracking, peeling or rusting)  
Noticeable shell distortions, buckling, denting or bulging?  
Piping/hoses secured properly, free from evidence of leakage and in good condition?  
Vents free of obstructions?  
Emergency vent operable?

## **Appendix 5**

MVT.101.301 08/05/14

Appendix 5

### **Appendix 5**

#### **Mountain Valley Transportation – RCPS Bus Facility**

##### **Initial and Annual SPCC Plan Training Outline**

This safety training procedure is designed to provide the necessary training to all Facility employees involved with spill prevention and oil spill control procedures. The program is also intended to ensure the safety of inspectors conducting monthly inspections of the aboveground storage tanks (ASTs) and all other employees involved in operations described in the Facility Spill Response Procedures.

##### **Section 1: Facility Description**

1. Location and description of ASTs and drums.

##### **Section 2: Spill Prevention**

1. Review content of the SPCC Plan.
2. Review Safe-Fill Procedure provided in the SPCC Plan.

##### **Section 3: Emergency Response Procedures**

1. Identify all members potentially responsible for spill response activities.
2. Review the Facility Spill Response Procedures, including spill reporting requirements.
3. Identify the use and location of all spill response equipment.

##### **Section 4: Recent Releases**

1. Identify and review any petroleum discharges in the previous 12 months to include reporting, cleanup and steps taken to prevent reoccurrences.

## **Appendix 6**

MVT.101.301 08/05/14

Appendix 6

### **Appendix 6**

#### **Mountain Valley Transportation – RCPS Bus Facility**

##### **Training Documentation Form**

This form documents the following training sessions required by the Facility SPCC Plan:

Training Location: \_\_\_\_\_

Training Date: \_\_\_\_\_

Trainer: \_\_\_\_\_

The following individuals were present at the above circled training session. By signing this form, the individual affirms that he/she fully understands the contents of the procedure.

**Name Title Signature Date**

**Appendix 7**

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Appendix 7

**Appendix 7**

**Mountain Valley Transportation – RCPS Bus Facility**

**Spill Notification Form**

**Part A: Basic Spill Data**

**Type of Spilled Substance: Notification Person:**

**Quantity Released:**

**Spill Date and Time:**

**Location of Spill: Discovery Date and Time:**

**Spill Duration:**

**Facility Name & Location:**

Mountain Valley Transportation – RCPS Bus Facility

5401 Barns Avenue, NW

Roanoke, VA 24019

**Release to:**  air  water  well  soil

sewer  containment

other \_\_\_\_\_

**Owner / Company Name:**

Mountain Valley Transportation – RCPS Bus Facility

**Telephone:**

Facility: \_\_ (540) 777-0101 \_\_\_\_\_

**Nature of spill and any environmental or health effects:**

Injuries  Fatalities  Impacts to soil/surface water

\_\_\_\_\_

\_\_\_\_\_

**Steps taken to clean up product and impacted soils/surface water:**

**Part B: Notification Checklist**

**Spill Type: Notification Date and**

**Time:**

**Name of Person that**

**Received Call:**

**Spill in excess of 25 gallons that doesn't reach surface water:**

Virginia Department of Emergency Management

1-800-468-8892

**Spill reaches surface water:**

Virginia Department of Emergency Management

1-800-468-8892

National Response Center

1-800-424-8802

**Approved Emergency Response Contractor\***

\* Emergency Response Contractor shall only be contacted by the senior site representative.

**Send a copy of this form to the Facility Manager**

**Appendix 8**

MVT.101.301 08/05/14

Appendix 8

### **Appendix 8**

#### **Mountain Valley Transportation – RCPS Bus Facility**

#### **SPCC Plan Records**

**NOTE:** The intent of this Appendix is to provide a single location for SPCC Plan related records in the Master SPCC Plan kept in the General Manager's office. Included are:

Spill Notification Forms - Kept for three years

Training Documentation Forms - Kept three years beyond last date of employment

AST Repair/Maintenance Records - Kept for life of AST

Monthly/Annual AST/55-Gallon Drum Inspection Forms - Kept for three years

Integrity Testing Records - Kept for life of AST

**NOTE: This Sample Contract assumes that there will be one entity awarded a Contract for the two commodities listed therein. However, the ITB allows the City to select the lowest responsive and responsible Bidder for each commodity. Therefore, if there is an award to a different entity for each commodity, the resulting Contract will only be for the commodity awarded to the respective entity and the Sample Contract will be modified to reflect such award.**

**ATTACHMENT E  
To  
ITB # 16-09-08**

**SAMPLE CONTRACT  
FOR  
THE CITY OF ROANOKE**

This Contract # \_\_\_\_\_ is dated \_\_\_\_\_, 2016, between the City of Roanoke, Virginia, a Virginia municipal corporation, hereinafter referred to as the "City" or "Owner", and \_\_\_\_\_, a \_\_\_\_\_, hereinafter referred to as the "Contractor,"

**WITNESSETH:**

WHEREAS, Contractor has been awarded this Contract by the City for furnishing all equipment, materials, goods, labor, and services necessary to provide to and to ensure delivery of a blend of 10% Ethanol and 90% Unleaded Gasoline, referred to as E10 (E10 Gasoline) and to provide to and to ensure the delivery of a blend of Ultra Low Sulfur Diesel (ULSD) and not more than 5% biodiesel, referred to as B5 Biodiesel (B5 Biodiesel or B5) on a **guaranteed fixed differential price** added to the respective City selected New York Mercantile Exchange (NYMEX) price for New York Harbor RBOB Gasoline Blendstock (E10) Futures per Gallon (reference to a Gallon means a US Gallon) and NYMEX price for New York Harbor Heating Oil Futures per gallon to the City's Fleet Division facility located at 1802 Courtland Road, NE, Roanoke, VA 24012, and associated work in accordance with this Contract and the documents referred to herein, all such items or services also being referred to hereinafter as the Work or Project.

**NOW, THEREFORE, THE CITY AND THE CONTRACTOR AGREE AS FOLLOWS:**

**SECTION 1. WORK TO BE PERFORMED AND DOCUMENTS.**

For and in consideration of the money hereinafter specified to be paid by the City to the Contactor for the Work provided for in this Contract to be performed by the Contractor, the Contractor hereby covenants and agrees with the City to fully perform the services, provide any materials called for, and complete the Work called for by this Contract in a good and workmanlike manner in accordance with this Contract and the documents referred to herein in order to fully and properly complete this Contract within the time stipulated, time being made of the essence for this Contract. It is also agreed by the

parties hereto that the documents to this Contract consist of this Contract and the following documents listed below (Contract Documents), all of which are and constitute a part of this Contract as if attached hereto or set out in full herein, viz:

1. **Insurance Requirements (Exhibit 1).**
2. **Scope of Work [Exhibits 2A (E10 Gasoline) and 2B (B5 Biodiesel)].**
3. **Schedule of Deliveries [Exhibits 3A (E10 Gasoline) and 3B (B5 Biodiesel)].**
4. **Invitation to Bid, No. 16-09-08, which is incorporated herein by reference.**

The parties agree that if there are any differences between the provisions of the above referenced documents, the provisions of the City documents and this Contract will control over any Contractor supplied documents or information.

## **SECTION 2. CONTRACT AMOUNT.**

- A. The City agrees to pay the Contractor for the Contractor's complete and satisfactory delivery of \_\_\_\_\_ gallons of E10 Gasoline at a rate of \$\_\_\_\_\_ per gallon in accordance with the Schedule of Deliveries, Exhibit 3A, for a Not to Exceed Contract amount of \_\_\_\_\_, as provided for in this Contract. (The above rate was determined by adding the Contractor's **guaranteed fixed differential price** of \$\_\_\_\_\_ per gallon of E10 Gasoline to the City selected NYMEX price for New York Harbor RBOB Gasoline Blendstock (E-10) Futures per gallon price of \$\_\_\_\_\_, which equals a total rate or price of \$\_\_\_\_\_ per gallon.)
- B. The City agrees to pay the Contractor for the Contractor's complete and satisfactory delivery of \_\_\_\_\_ gallons of B5 Biodiesel at a rate of \_\_\_\_\_ per gallon in accordance with the Schedule of Deliveries, Exhibit 3B, for a Not to Exceed Contract amount of \_\_\_\_\_, as provided for in this Contract. (The above rate was determined by adding the Contractor's **guaranteed fixed differential price** of \$\_\_\_\_\_ per gallon of B5 Biodiesel to the City selected NYMEX price for New York Harbor Heating Oil Futures per gallon price of \$\_\_\_\_\_, which equals a total rate or price of \$\_\_\_\_\_ per gallon.)

## **SECTION 3. TERM OF CONTRACT.**

The Contractor shall start the performance of this Contract as of \_\_\_\_\_, and fully and completely perform the Contract for the period of \_\_\_\_\_ through \_\_\_\_\_, all in accordance with the Contract provisions.

## **SECTION 4. TIME OF PERFORMANCE.**

The Contractor shall commence the Work to be performed under this Contract as of January 1, 2017, and the Contractor covenants and agrees to fully perform and complete deliveries for this Contract in accordance with Exhibit 3 (A) and 3 (B) of this Contract. The Contractor further agrees that the deliveries shall be started promptly and shall be continued regularly, diligently, and uninterruptedly as set forth in the Schedule

of Deliveries in Exhibit 3 (A) and 3 (B). However, the parties further agree that such Schedule of Deliveries, Exhibit 3 (A) and 3 (B), may be modified and adjusted by mutual agreement of the City's Fleet Manager and the Contractor's representatives with such actions documented in writing.

#### **SECTION 5. PAYMENT.**

Payments requested shall be based on Transport Delivery by Tank Truck of not less than 8,500 gallons for E10 Gasoline and a Transport Delivery by Tank Truck of not less than 7,500 gallons for B5 Biodiesel. Invoicing shall be per Tank Truck only. Payment will only be made for actual Fuel deliveries, all of which need to be approved and accepted by the Fleet Manager of the City, or his designee, prior to such payment, unless otherwise provided for in the Contract documents. The City retains the right of setoff as to any amounts the Contractor may owe the City. A written progress report may be requested by the City to accompany each payment request and, if so, such progress report shall detail the amount of fuel delivered, and identify any problems fulfilling the terms of this Contract. Also, sufficient documentation of all costs, expenses, deliveries, materials supplied, and/or hours worked may be requested by the City and, if so, may be required prior to the processing of any such request for payment. Payment will only be made for fuel services actually supplied, deliveries actually made, and/or materials or goods furnished to the City, all of which need to be approved and accepted by the City prior to such payment, unless otherwise provided for in the Contract documents. Once a payment request has been received, the City will process such payment request. If there are any objections or problems with the payment request, the Fleet Division will notify the Contractor of such matters. If the payment request is approved and accepted, payment will be made by the City to the Contractor not more than 30 days after such request has been approved.

#### **SECTION 6. PAYMENTS TO OTHERS BY CONTRACTOR.**

The Contractor agrees that Contractor will comply with the requirements of Section 2.2-4354 of the Virginia Code regarding Contractor's payment to other entities and the Contractor will take one of the two actions permitted therein within seven (7) days after receipt of amounts paid to Contractor by the City. Contractor further agrees that the Contractor shall indemnify and hold the City harmless for any lawful claims resulting from the failure of the Contractor to make prompt payments to all persons supplying the Contractor equipment, labor, tools, or material in connection with the work provided for in the Contract. In the event of such claims, the City may, in the City's sole discretion, after providing written notice to the Contractor, withhold from any payment request or final payment of the unpaid sum of money deemed sufficient to pay all appropriate claims and associated costs in connection with the Contract and make such payment, if the City determines it to be appropriate to do so.

#### **SECTION 7. HOLD HARMLESS AND INDEMNITY.**

Contractor shall indemnify and hold harmless the City and its officers, agents, and employees against any and all liability, losses, damages, claims, causes of action, suits

of any nature, costs, and expenses, including reasonable attorney's fees, resulting from or arising out of Contractor's or its employees, agents, or subcontractors actions, activities, or omissions, negligent or otherwise, on or near City's property or the area where the work is performed or arising in any way out of or resulting from any of the work or items to be provided under this Contract, and this includes, without limitation, any fines or penalties, violations of federal, state, or local laws or regulations, personal injury, wrongful death, or property damage claims or suits. Contractor agrees to and shall protect, indemnify, and hold harmless all the parties referred to above from any and all demands for fees, claims, suits, actions, causes of action, settlement or judgments based on the alleged or actual infringement or violation of any copyright, trademark, patent, invention, article, arrangement, or other apparatus that may be used in the performance of this Contract.

#### **SECTION 8. COMPLIANCE WITH LAWS, REGULATIONS, AND IMMIGRATION LAW.**

Contractor agrees to and shall comply with all applicable federal, state, and local laws, ordinances, and regulations, including all applicable licensing requirements. Contractor further agrees that Contractor does not, and shall not during the performance of this Contract; knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

#### **SECTION 9. INDEPENDENT CONTRACTOR.**

The relationship between Contractor and the City is a contractual relationship. It is not intended in any way to create a legal agency or employment relationship. Contractor shall, at all times, maintain its status as an independent contractor and both parties acknowledge that neither is an agent, partner or employee of the other for any purpose. Contractor shall be responsible for causing all required insurance, workers' compensation (regardless of number of employees) and unemployment insurance to be provided for all of its employees and subcontractors. Contractor will be responsible for all actions of any of its subcontractors, and that they are properly licensed.

#### **SECTION 10. REPORTS, RECORDS, AND AUDIT.**

Contractor agrees to maintain all books, records and other documents relating to this Contract for a period of five (5) years after the end of each fiscal year included in this Contract. The City, its authorized employees, agents, representatives, and/or state auditors shall have full access to and the right to examine, copy, and/or audit any of such materials during the term of the Contract and during such retention period, upon prior written notice to Contractor.

#### **SECTION 11. INSURANCE REQUIREMENTS.**

Contractor and any of its subcontractors involved in this Contract shall maintain the insurance coverages set forth in Attachment Exhibit 1 to this Contract and provide the proof of such insurance coverage as called for in Attachment Exhibit 1, including workers' compensation coverage regardless of the number of Contractor's employees.

Such insurance coverage shall be obtained at the Contractor's sole expense and maintained during the term of the Contract and shall be effective prior to the beginning of any work or other performance by the Contractor or others under this Contract. Additional insured endorsements, if required, must be received by the City within 30 days of the execution of this Contract or as otherwise required by the City's Risk Manager.

#### **SECTION 12. DEFAULT.**

If Contractor fails or refuses to perform any of the terms of this Contract, including poor services, work or materials, the City may, by written notice to Contractor, terminate this Contract in whole or in part. In addition to any right to terminate, the City may enforce any remedy available at law or in equity in connection with such default, and Contractor shall be liable for any damages to the City resulting from Contractor's default. The City further reserves the right to immediately obtain such work, materials, or services from other entities in the event of Contractor's default.

#### **SECTION 13. NONWAIVER.**

Contractor agrees that the City's waiver or failure to enforce or require performance of any term or condition of this Contract or the City's waiver of any particular breach of this Contract by the Contractor extends to that instance only. Such waiver or failure is not and shall not be a waiver of any of the terms or conditions of this Contract or a waiver of any other breaches of the Contract by the Contractor and does not bar the City from requiring the Contractor to comply with all the terms and conditions of the Contract and does not bar the City from asserting any and all rights and/or remedies it has or might have against the Contractor under this Contract or by law.

#### **SECTION 14. CHOICE OF LAW AND FORUM SELECTION.**

This Contract shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia, without application of Virginia's conflict of law provisions. Venue for any litigation, suits, and claims arising from or connected with this Contract shall only be proper in the Roanoke City Circuit Court, or in the Roanoke City General District Court if the amount in controversy is within the jurisdictional limit of such court, and all parties to this Contract voluntarily submit themselves to the jurisdiction and venue of such courts, regardless of the actual location of such parties. The provisions of this Contract shall not be construed in favor of or against either party, but shall be construed according to their fair meaning as if both parties jointly prepared this Contract.

#### **SECTION 15. SEVERABILITY.**

If any provision of this Contract, or the application of any provision hereof to a particular entity or circumstance, shall be held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Contract shall not be affected and all other terms and conditions of this Contract shall be valid and enforceable to the fullest extent permitted by law.

**SECTION 16. NONDISCRIMINATION.**

- A. During the performance of this Contract, Contractor agrees as follows:
  - i. Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - ii. Contractor in all solicitations or advertisements for employees placed by or on behalf of Contractor will state that Contractor is an equal opportunity employer.
  - iii. 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.
- B. Contractor will include the provisions of the foregoing Section A (i, ii, and iii) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

**SECTION 17. DRUG-FREE WORKPLACE.**

- A. During the performance of this Contract, Contractor agrees to (i) provide a drug-free workplace for Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- B. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

**SECTION 18. FAITH BASED ORGANIZATIONS.**

Pursuant to Virginia Code Section 2.2-4343.1, be advised that the City does not discriminate against faith-based organizations.

## **SECTION 19. ASSIGNMENT.**

Contractor may not assign or transfer this Contract in whole or in part except with the prior written consent of the City, which consent shall not be unreasonably withheld. If consent to assign is given, no such assignment shall in any way release or relieve the Contractor from any of the covenants or undertakings contained in this Contract and the Contractor shall remain liable for the Contract during the entire term thereof. However, Contractor agrees that the City may assign in whole or in part this Contract, including the right to have provided any part of the fuels referred to in this Contract, provided the delivery point for any such assigned fuel is located within the City of Roanoke. If such assignment is made, the total amount of such fuel due the City will be reduced by the total amount assigned the other entity.

## **SECTION 20. CONTRACTUAL DISPUTES.**

Contractual claims, whether for money or for other relief, shall be submitted, in writing, no later than sixty (60) days after the earlier of the final payment or termination of the Contract or notice from the City to the Contractor that the City disputes the amount of Contractor's request for final payment. However, written notice of the Contractor's intention to file such claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. Such notice is a condition precedent to the assertion of any such claim by the Contractor. A written decision upon any such claims will be made by the City Manager or the City Manager's designee (hereafter City Manager) within thirty (30) days after submittal of the claim and any practically available additional supporting evidence required by the City Manager. The Contractor may not institute legal action prior to receipt of the City's decision on the claim unless the City Manager fails to render such decision within 120 days from submittal of Contractor's claim. The decision of the City Manager shall be final and conclusive unless the Contractor within six (6) months of the date of the final decision on a claim or from expiration of the 120 day time limit, whichever occurs first, initiates legal action as provided in Section 2.2 - 4364, of the Va. Code. Failure of the City to render a decision within said 120 days shall not result in the Contractor being awarded the relief claimed nor shall it result in any other relief or penalty. The sole result of the City's failure to render a decision within said 120 days shall be Contractor's right to immediately institute legal action. No administrative appeals procedure pursuant to Section 2.2 - 4365 of the Va. Code has been established for contractual claims under this Contract.

## **SECTION 21. SUCCESSORS AND ASSIGNS.**

The terms, conditions, provisions, and undertakings of this Contract shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

## **SECTION 22. HEADINGS.**

The captions and headings in this Contract are for convenience and reference purposes only and shall not affect in any way the meaning and interpretation of this Contract.

**SECTION 23. COUNTERPART COPIES.**

This Contract may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

**SECTION 24. AUTHORITY TO SIGN.**

The persons who have executed this Contract represent and warrant that they are duly authorized to execute this Contract on behalf of the party for whom they are signing.

**SECTION 25. NOTICES.**

All notices must be given in writing and shall be validly given if sent by certified mail, return receipt requested, or by a nationally recognized overnight courier, with a receipt, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

To City:	City of Roanoke Fleet Division Attn: Fleet Manager 1802 Courtland Road, NE Roanoke, Virginia 24012
Facsimile:	(540) 853-6845
Copy to:	City of Roanoke Purchasing Division Attn: Purchasing Manager Noel C. Taylor Municipal Building 215 Church Avenue, SW, Room 202 Roanoke, Virginia 24011
Facsimile:	(540) 853-1513
If to Contractor:	_____ Attn: _____ _____ _____
Facsimile:	_____ _____

Notices shall be deemed to be effective one day after sending if sent by overnight courier or three (3) days after sending it by certified mail, return receipt requested.

**SECTION 26. PROTECTING PERSONS AND PROPERTY.**

The Contractor expressly undertakes, both directly and through its subcontractors, to take every reasonable precaution at all times for the protection of all persons and property at the location of the Work or in the vicinity of the Work or that may be affected

by the Contractor's operation in connection with the Work. The Contractor will maintain adequate protection of all Contractor's Work to prevent damage to it and shall protect the City's property from any injury or loss arising in connection with this Contract and to protect adjacent property to prevent any damage to it or loss of use and enjoyment by its owners. Contractor agrees to be responsible for the entire Work and will be liable for all damages to the Work, including, but not limited to, damages to any property of the City or to any property at the location of the Work or in the vicinity or adjacent to the Work. All damage with respect to the Work caused by vandalism, weather, or any other cause, other than resulting from the sole negligence of the City, shall be the responsibility of the Contractor. Furthermore, any damage to concrete curbs, gutters, sidewalks, or any existing facility, whether owned by the City or others that may occur during the Work shall be repaired or replaced by the Contractor, at Contractor's sole expense, as directed by and to the satisfaction of the City.

#### **SECTION 27. WARRANTY OF MATERIAL AND WORKMANSHIP.**

The Contractor warrants that, unless otherwise specified, all material and equipment used in the Work under this Contract shall be new, in first class condition, and in accordance with this Contract. The Contractor further warrants that all workmanship shall be of the highest quality in accordance with the Contract and shall be performed by persons qualified in their respective trades. This warranty of material and workmanship is separate and independent from and in addition to any of the Contractor's other guarantees or obligations under this Contract, or that may arise by law. Contractor agrees that Contractor shall repair or replace, at Contractor's sole expense, and to the satisfaction of the City, any work, material, equipment, or part of the Work that is found by the City to be defective or not in accordance with the terms of this Contract.

#### **SECTION 28. CONTRACTOR'S COMPLIANCE WITH ITB AND SCOPE OF WORK.**

Contractor shall provide the Fuel required by this Contract in accordance with the terms and provisions of the ITB, No. 14-08-01, including any addenda, the Scope of Work, Exhibits 2A and 2B, the Schedule of Deliveries, Exhibits 3A and 3B, and shall comply with all applicable federal, state, and local laws and regulations. If there are any conflicts among any of the above items, Contractor shall promptly notify the City's Fleet Manager of such conflict.

#### **SECTION 29. ETHICS IN PUBLIC CONTRACTING.**

The provisions, requirements, and prohibitions as contained in Sections 2.2-4367 through 2.2-4377, of the Va Code, pertaining to bidders, offerors, contractors, and subcontractors are applicable to this Contract.

#### **SECTION 30. CONTRACT SUBJECT TO FUNDING.**

This Contract is or may be subject to funding and/or appropriations from federal, state and/or local governments and/or agencies and/or from the Council of the City of Roanoke. If any such funding is not provided, withdrawn, or otherwise not made

available for this Contract, the Contractor agrees that the City may terminate this Contract on seven (7) days written notice to Contractor, without any penalty or damages being incurred by the City. Contractor further agrees to comply with any applicable requirements of any grants and/or agreements providing for such funding.

**SECTION 31. COMPLIANCE WITH STATE LAW, FOREIGN AND DOMESTIC BUSINESSES AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VIRGINIA.**

Contractor shall comply with the provisions of Virginia Code Section 2.2-4311.2, as amended, which provides that a contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the Contract. The City may void the Contract if the Contractor fails to remain in compliance with the provisions of this section.

**SECTION 32. ENTIRE CONTRACT.**

This Contract, including any attachments, exhibits, and referenced documents, constitutes the complete understanding between the parties. This Contract may be modified only by written agreement properly executed by the parties.

**SIGNATURE PAGE TO FOLLOW**

IN WITNESS WHEREOF, the parties hereto have signed this Contract by their authorized representatives.

WITNESS:

**LEGAL NAME OF CONTRACTOR**

\_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

CITY OF ROANOKE, VIRGINIA

WITNESS:

\_\_\_\_\_  
Name/Title

By \_\_\_\_\_  
Christopher P. Morrill, City Manager

\_\_\_\_\_  
Printed Name and Title

Approved as to Form:

Appropriation and Funds Required  
for this Contract Certified:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Director of Finance

Account  
# \_\_\_\_\_

CT # \_\_\_\_\_

Approved as to Execution:

Date \_\_\_\_\_

\_\_\_\_\_  
City Attorney

**EXIHIBIT 1**  
**To**  
**SAMPLE CONTRACT**  
**ITB# 16-09-08**

**INSURANCE REQUIREMENTS**

The Contractor shall comply with the insurance requirements set forth in the Contract, including the items set forth below:

- A. Neither the Contractor nor any subcontractor shall commence work under this Contract until the Contractor has obtained and provided proof of the required insurance coverages to the City, and such proof has been approved by the City. The Contractor confirms to the City that all subcontractors have provided Contractor with proof of such insurance, or will do so prior to commencing any work under this Contract.
- B. Contractor, including all subcontractors, shall, at its and/or their sole expense, obtain and maintain during the life of this Contract the insurance policies and/or coverages required by this section. The City and its officers, employees, agents, assigns, and volunteers shall be added as an additional insured to the general liability and automobile coverages of any such policies and such insurance coverages shall be primary and noncontributory to any insurance and/or self insurance such additional insureds may have. The Contractor shall immediately notify in writing the City of any changes, modifications, and/or termination of any insurance coverages and/or policies required by this Contract. The Contractor shall provide to the City with the signed Contract an Acord certificate of insurance which states in the description of operations section one of the two paragraphs below:
- (1) The City and its officers, employees, agents, assigns, and volunteers are additional insureds as coverage under this policy includes ISO endorsement CG 20 33 which provides that the insured status of such entities is automatic if required by a contract or a written agreement. If additional insured status is automatic under a different coverage form, Contractor must attach a copy of the coverage form to its certificate. Any required insurance policies shall be effective prior to the beginning of any work or other performance by Contractor and any subcontractors under this Contract.

OR

- (2) ISO endorsement CG 20 10 will be issued, prior to the beginning of any work or other performance by Contractor under this Contract, to the City and its officers, employees, agents, assigns, and volunteers naming them as an additional insured under the general liability coverage. A copy of the binder confirming the issuance must be attached to the certificate. Any required insurance policies shall be effective prior to the beginning of any

work or other performance by Contractor and any subcontractors under this Contract.

However, if B (1) or (2) cannot be provided, the City's Risk Manager, in such Manager's sole discretion, may approve such other certificate of insurance or insurance document(s) that the Risk Manager deems acceptable.

C. The minimum insurance policies and/or coverages that shall be provided by the Contractor, including its subcontractors, include the following:

- (1) Commercial General Liability: \$1,000,000.00  
\$1,000,000.00 General Aggregate Limit (other than Products/Completed Operations).  
\$1,000,000.00 Products/Completed Operations Aggregate Limit.  
\$1,000,000.00 Personal Injury Liability (including liability for slander, libel, and defamation of character).  
\$1,000,000.00 each occurrence limit  
Provide ISO Form CA 2305 – Wrong Delivery of Liquid Products
- (2) Automobile Liability: \$1,000,000.00 combined single limit with applicable endorsement to cover waste cargo.  
Provide ISO Form CG 2266 – Mis-Delivery of Liquid Products
- (3) Workers' Compensation and Employer's Liability:  
Workers' Compensation: statutory coverage for Virginia  
Employer's Liability:  
\$100,000.00 Bodily Injury by Accident each occurrence  
\$500,000.00 Bodily Injury by Disease Policy Limit.  
\$100,000.00 Bodily Injury by Disease each employee.
- (4) The required limits of insurance for this Contract may be achieved by combining underlying primary coverage with an umbrella liability coverage to apply in excess of the general and automobile liability policies, provided that such umbrella liability policy follows the form of the underlying primary coverage.
- (5) Such insurance policies and/or coverages shall provide for coverage against any and all claims and demands made by a person or persons or any other entity for property damages or bodily or personal injury (including death) incurred in connection with the services, work, items, and/or other matters to be provided under this Contract with respect to the commercial general liability coverages and the automobile liability coverages. With respect to the workers' compensation coverage, Contractor's and its subcontractors' insurance company shall waive rights

of subrogation against the City and its officers, employees, agents, assigns, and volunteers.

- (6) Contractor shall provide such other insurance policies and/or coverages that may be required by other parts of this Contract. **If required by the Contract, such policies and/or coverages could include, but are not limited to, Errors and Omissions/Professional Liability, Crime/Fidelity, Environmental and/or Pollution, Builder's Risk, Umbrella/Excess.**

D. Proof of Insurance Coverage:

- (1) Contractor shall furnish the City with the above required certificates of insurance showing the type, amount, effective dates, and date of expiration of the policies.
- (2) Where waiver of subrogation is required with respect to any policy of insurance required under this Section, such waiver shall be specified on the certificate of insurance.

E. Insurance coverage shall be in a form and with an insurance company approved by the City, which approval shall not be unreasonably withheld. Any insurance company providing coverage under this Contract shall be authorized to do business in the Commonwealth of Virginia.

F. The Contractor's insurance policies and/or coverages shall not contain any exclusions for the Contractor's subcontractors.

G. The continued maintenance of the insurance policies and coverages required by the Contract is a continuing obligation, and the lapse and/or termination of any such policies or coverages without approved replacement policies and/or coverages being obtained shall be grounds for termination of the Contractor for default.

H. Nothing contained in the insurance requirements is to be construed as limiting the liability of the Contractor, and/or its subcontractors, or their insurance carriers. The City does not in any way represent that the coverages or the limits of insurance specified are sufficient or adequate to protect the Contractor's interest or liabilities, but are merely minimums. The obligation of the Contractor, and its subcontractors, to purchase insurance shall not in any way limit the obligations of the Contractor in the event that the City or any of those named above should suffer any injury or loss in excess of the amount actually recoverable through insurance. Furthermore, there is no requirement or obligation for the City to seek any recovery against the Contractor's insurance company before seeking recovery directly from the Contractor.

**END**

**EXHIBIT 2A**  
**TO CONTRACT DATED \_\_\_\_\_**  
**BETWEEN THE CITY AND \_\_\_\_\_**  
**FOR E10 GASOLINE**  
**ITB # 16-09-08**

**SCOPE OF WORK**

**Note: Scope of Work subject to change after discussions with Successful Bidder.**

Contractor agrees to fully and properly provide and perform all the work and services required by the Contract in accordance with the Contract, including those items set forth herein.

- A. Contractor shall provide to the City during the term of the Contract, and in accordance with Exhibit 3A, \_\_\_\_\_ gallons of a blend of 10% Ethanol and 90% Unleaded Gasoline (E10 Gasoline). Such E10 Gasoline furnished must comply with all applicable ANSI, ASTM, EPA, Fuel Authority, OSHA, health, local, state, and federal rules, regulations, specifications, codes, and requirements. E10 Gasoline fuel supplied must be free from contamination. At any time during the term of the Contract, the City reserves the right to modify the Contract to allow for knowledge, advancements, and/ or any Federal and/or State changes to the specifications, requirements, and/or regulations as specified.
- B. All F grades may not contain oxygenates such as ethers and alcohols. The use of non-hydrocarbon blending components in these grades is prohibited. Origin maximum MTBE .25 vol. %. Delivery maximum MTBE .50 vol. %.
- C. Refer to test methods published in 40 CFR Chapter 1, Part 80.46. Alternative aromatics and oxygenates test methods. ASTM D1319 and ASTM D 4815. may be used according to federal and state regulations.
- D. For products blended to meet EPA or state imposed summer VOC requirements, tests must be performed in accordance with the procedures described in 40 CFR, Part 80.
- E. Contractor guarantees proper delivery of the E10 Gasoline to the City in the quantities set forth in this Contract, at the guaranteed fixed price product forward values set forth in such Contract, and at the times set forth in the Schedule of Deliveries set forth in Exhibit 3A. If Contractor fails to comply with any of these requirements the City may obtain such fuel from other sources and Contractor shall be responsible to the City for any increased amounts and other costs the City pays for such fuel.
- F. The City reserves the right to test the fuel quality before, during, and after unloading. If the fuel fails to meet or exceed specifications and/or is contaminated, the fuel will be rejected and the Contractor shall be responsible for all costs associated with removal of the fuel and must replace it within one

working day after request is made, or other time period as specified by the City. If not, the City may do so, and Contractor shall be responsible to the City for all costs related to such matters.

- G. The City shall be a priority customer of the Contractor and be entitled to receive its fuel on a priority basis.
- H. All deliveries shall be Transport Delivery by Tank Trucks of 8,500 gallons for E10 Gasoline.
- I. Environmental Management. The Contractor shall be responsible for complying with all applicable federal, state, and local environmental regulations relating to transportation, handling, storage, spillage and any other aspect of providing the services under this Contract.
- J. The Contractor shall provide the City with Contractor's spill prevention and response procedures and keep such documents updated.
- K. The Contractor shall notify the City of any concerns or problems identified at the delivery site within 24 hours of delivery.
- L. The City of Roanoke is exempt from federal and state motor fuel and excise tax. A Tax Exempt Certificate will be made available to the Contractor. The fuel obtained pursuant to this Contract will be sold and delivered in accordance with the provisions of the Virginia Code regarding fuel taxes.
- M. Contractor shall comply with the City's Emergency Preparedness Response Procedures, which are made a part hereof and incorporated herein by reference.
- N. Contractor shall provide the City with the MSDS for the E10 Gasoline delivered to the City.
- O. Contractor shall comply with the City's Fuel Delivery Procedures, which are made a part hereof and incorporated herein by reference.
- P. Contractor expressly undertakes both directly and through its subcontractor(s), to take every reasonable precaution at all times for the protection of all persons and property which may come on the jobsite or be affected by the Contractor's operation in connection with all deliveries.
- Q. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety and health precautions and programs in connection with all deliveries.
- R. Contractor shall in all cases protect the public and the facility during its delivery of fuels by posting and maintaining, at its expense, appropriate signs, barricades, barriers, lights, flagmen, and other safety devices, as deemed necessary.
- S. In an emergency affecting the safety or life of persons or of the facility, or of the adjoining property, the Contractor, without special instruction or authorization from the City Fleet Manager, shall act, at Contractor's discretion, to prevent such threatened loss or injury. Also, should Contractor, to prevent

threatened loss or injury, be instructed or authorized to act by the City Fleet Manager, Contractor shall so act immediately, without appeal.

- T. Contractor, during the delivery process, shall be solely responsible for the delivery process and be liable for all damages to the site including, but not limited to, any such damages to the tanks and pumps, and to any property at or in the vicinity of the pumps and tanks.
- U. Contractor shall conduct all operations in such a manner as to avoid any damage to the existing location. Any and all damaged work and surfaces shall be repaired, replaced, or restored to their original condition at the time immediately before such damage occurred, and the expense of such work shall be borne by the Contractor.

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**EXHIBIT 2B**  
**TO CONTRACT DATED \_\_\_\_\_**  
**BETWEEN THE CITY AND \_\_\_\_\_**  
**FOR B5 BIODIESEL**  
**ITB # 16-09-08**

**SCOPE OF WORK**

**Note: Scope of Work subject to change after discussions with Successful Bidder.**

Contractor agrees to fully and properly provide and perform all the work and services required by the Contract in accordance with the Contract, including those items set forth herein.

- A Contractor shall provide to the City during the term of the Contract, and in accordance with Exhibit 3B, \_\_\_\_\_ gallons of a blend of Ultra Low Sulfur Diesel (ULSD) Fuel and no more than 5% Biodiesel Fuel (B5 Biodiesel or B5). Such blended diesel fuel must comply with all applicable ANSI, ASTM, EPA, Fuel Authority, OSHA, Health, Local, State, and Federal rules, regulations, specifications, codes, and requirements, and be free of contamination.
- B. The 100% Biodiesel utilized in the blending with the ULSD shall be comprised of mono-alkyl esters of long chain fatty acids derived from vegetable oils or animal fats, and designated as B100.
- C. Contractor guarantees proper delivery of the B5 Biodiesel (ULSD blended with not more than 5% Biodiesel) to the City in the quantities set forth in this Contract, at the guaranteed fixed price forward values set forth in such Contract, and at the times set forth in the Schedule of Deliveries set forth in Exhibit 3B. If Contractor fails to comply with any of these requirements, the City may obtain such fuel from other sources and Contractor shall be responsible to the City for any increased amounts and other costs the City pays for such fuel.
- D. The City reserves the right to test the fuel quality before, during, and after unloading. If the fuel fails to meet or exceed specifications and/or is contaminated, the fuel will be rejected and the Contractor shall be responsible for all costs associated with removal of the fuel and must replace it within one working day after request is made, or other time period as specified by the City. If not, the City may do so, and Contractor shall be responsible to the City for all costs related to such matters.
- E. The City shall be a priority customer of the Contractor and be entitled to receive its fuel on a priority basis.
- F. All deliveries shall be Transport Delivery by Tank Trucks of 7,500 gallons for the B5 Biodiesel (ULSD blended with not more than 5% Biodiesel).
- G. All of the B5 Biodiesel fuel (ULSD blended with not more than 5% Biodiesel) shall be a general purpose, middle distillate fuel for diesel engines requiring low sulfur

diesel fuel; shall have a maximum sulfur content of 15 parts per million (ppm), a maximum aromatic hydrocarbons content of 10%, and a minimum cetane number of 40.

- H. The testing method for the B100 will be ASTM D6751 for Grade S15 (15 ppm sulfur); a copy of the Certificate of Analysis (COA) must accompany each load of the Product when delivered to the City of Roanoke. (Such testing shall be done by supplier or Contractor at no cost to the City.)
- I. Delivery for the City of Roanoke is 1802 Courtland Road NE, Roanoke, Virginia. The location has two (2) 10,000 gallon underground storage tanks (USTs) for the B5 Biodiesel (ULSD blended with not more than 5% Biodiesel).
- J. Environmental Management. The Contractor shall be responsible for complying with all applicable federal, state, and local environmental regulations relating to transportation, handling, storage, spillage and any other aspect of providing the services under this Contract.
- K. The Contractor shall provide the City with Contractor's spill prevention and response procedures and keep such documents updated.
- L. The Contractor shall notify the City of any concerns or problems identified at the delivery site within 24 hours of the delivery.
- M. The City of Roanoke is exempt from federal and state motor fuel and excise tax. A Tax Exempt Certificate will be made available to the Contractor. The fuel obtained pursuant to this Contract will be sold and delivered in accordance with the provisions of the Virginia Code regarding fuel taxes.
- N. Contractor shall comply with the City's Emergency Preparedness Response Procedures, which are made a part hereof and incorporated herein by reference.
- O. Contractor shall provide the City with the applicable MSDSs for the B5 Biodiesel (ULSD blended with not more than 5% Biodiesel) delivered to the City.
- P. Contractor shall comply with the City's Fuel Delivery Procedures, which are made a part hereof and incorporated herein by reference.
- Q. Contractor expressly undertakes both directly and through its subcontractor(s), to take every reasonable precaution at all times for the protection of all persons and property which may come on the jobsite or be affected by the Contractor's operation in connection with all deliveries.
- R. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety and health precautions and programs in connection with all deliveries.
- S. Contractor shall in all cases protect the public and the facility during its delivery of fuels by posting and maintaining, at its expense, appropriate signs, barricades, barriers, lights, flagmen, and other safety devices, as deemed necessary.
- T. In an emergency affecting the safety or life of persons or of the facility, or of the adjoining property, the Contractor, without special instruction or authorization from the City Fleet Manager, shall act, at Contractor's discretion, to prevent such

threatened loss or injury. Also, should Contractor, to prevent threatened loss or injury, be instructed or authorized to act by the City Fleet Manager, Contractor shall so act immediately, without appeal.

- U. Contractor, during the delivery process, shall be solely responsible for the delivery process and be liable for all damages to the site including, but not limited to any such damages to the tanks and pumps, and to any property at or in the vicinity of the pumps and tanks.
- V. Contractor shall conduct all operations in such a manner as to avoid any damage to the existing location. Any and all damaged work and surfaces shall be repaired, replaced, or restored to their original condition at the time immediately before such damage occurred, and the expense of such work shall be borne by the Contractor.

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**EXHIBIT 3A  
TO CONTRACT DATED \_\_\_\_\_  
BETWEEN THE CITY AND \_\_\_\_\_  
FOR E10 GASOLINE  
ITB # 16-09-08**

**SCHEDULE OF DELIVERIES FOR E10 GASOLINE**

**Note: This Schedule of Deliveries is subject to change after discussions with the Successful Bidder.**

The City and Contractor agree that the Schedule of Deliveries for the \_\_\_\_\_ gallons of E10 Gasoline to be provided under this Contract shall be provided as follows:

- A. Deliveries shall be by a Tank Truck of 8,500 gallons of E10 Gasoline.
  
- B. Contractor shall provide for one Tank Truck of E10 Gasoline delivered to the City's Fleet Service Center once a week during the term of this Contract, starting during the week of \_\_\_\_\_, 2017. The exact day of the week and time of each delivery shall be determined by the City's Fleet Manager, or designee, and the Contractor's representative, with such items documented in writing (which can include email).
  
- C. Upon agreement of the City's Fleet Manager and Contractor's representative, documented in writing (which includes email), this Schedule of Deliveries may be modified and adjusted to provide for more than one Tank Truck delivery during any particular week during the term of the Contract, or to have no Tank Truck delivery during any particular week during the term of the Contract, or to otherwise modify or adjust this Schedule of Deliveries as the parties may mutually agree.

**END**

**EXHIBIT 3B**  
**TO CONTRACT DATED \_\_\_\_\_**  
**BETWEEN THE CITY AND \_\_\_\_\_**  
**FOR B5 BIODIESEL**  
**ITB # 16-09-08**

**SCHEDULE OF DELIVERIES FOR B5 BIODIESEL**

**Note: This Schedule of Deliveries is subject to change after discussions with the Successful Bidder.**

The City and Contractor agree that the Schedule of Deliveries for the \_\_\_\_\_ gallons of B5 Biodiesel to be provided under this Contract shall be provided as follows:

- A. Deliveries shall be by a Tank Truck of 7,500 gallons of B5 Biodiesel.
  
- B. Contractor shall provide for one Tank Truck of B5 Biodiesel delivered to the City's Fleet Service Center once a week during the term of this Contract, starting during the week of \_\_\_\_\_, 2017. The exact day of the week and time of each delivery shall be determined by the City's Fleet Manager, or designee, and the Contractor's representative, with such items documented in writing (which can include email).
  
- A. Upon agreement of the City's Fleet Manager and Contractor's representative, documented in writing (which includes email), this Schedule of Deliveries may be modified and adjusted to provide for more than one Tank Truck delivery during any particular week during the term of the Contract, or to have no Tank Truck delivery during any particular week during the term of the Contract, or to otherwise modify or adjust this Schedule of Deliveries as the parties may mutually agree.

**END**

**ATTACHMENT F**

**To**

**ITB # 16-09-08**

**SAMPLE CONTRACT**

**FOR**

**ROANOKE CITY PUBLIC SCHOOLS**

This Contract is dated \_\_\_\_\_, 2016, between Roanoke City Public Schools, hereinafter referred to as the "Owner" or "RCPS", and \_\_\_\_\_, a \_\_\_\_\_ corporation, hereinafter referred to as the "Contractor,"

**WITNESSETH:**

WHEREAS, Contractor has been awarded this Contract by RCPS for furnishing all equipment, materials, goods, labor, and services necessary to provide to and to ensure delivery of B5 Biodiesel, a blend of Ultra Low Sulfur Diesel Fuel (ULSD) and not more than 5% Biodiesel (B100), on a **guaranteed fixed differential price** added to the respective RCPS selected NYMEX price for New York Harbor Heating Oil Futures per gallon to RCPS's facility located at 5401 Barns Avenue, Roanoke, VA 24019, and associated work in accordance with this Contract and the documents referred to herein, all such items or services also being referred to hereinafter as the Work or Project.

**NOW, THEREFORE, RCPS AND THE CONTRACTOR AGREE AS FOLLOWS:**

**SECTION 1. WORK TO BE PERFORMED AND DOCUMENTS.**

For and in consideration of the money hereinafter specified to be paid by RCPS to the Contractor for the Work provided for in this Contract to be performed by the Contractor, the Contractor hereby covenants and agrees with RCPS to fully perform the services, provide any materials called for, and complete the Work called for by this Contract in a good and workmanlike manner in accordance with this Contract and the documents referred to herein in order to fully and properly complete this Contract within the time stipulated, time being made of the essence for this Contract. It is also agreed by the parties hereto that the documents to this Contract consist of this Contract and the following documents listed below (Contract Documents), all of which are and constitute a part of this Contract as if attached hereto or set out in full herein, viz:

- 1. Insurance Requirements (Exhibit 1).**
- 2. Scope of Work (Exhibit 2)**
- 3. Schedule of Deliveries (Exhibit 3)**
- 4. Invitation to Bid No. 16-09-08, which is incorporated herein by reference.**

The parties agree that if there are any differences between the provisions of the above referenced documents, the provisions of the RCPS documents and this Contract will control over any Contractor supplied documents or information.

## **SECTION 2. CONTRACT AMOUNT.**

A. RCPS agrees to pay the Contractor for the Contractor's complete and satisfactory delivery of \_\_\_\_\_ gallons of B5 Biodiesel fuel at a rate of \_\_\_\_\_ per gallon in accordance with the Schedule of Deliveries, Exhibit 4, for a Not to Exceed Contract amount of \_\_\_\_\_, as provided for in this Contract. (The above rate was determined by adding the Contractor's **guaranteed fixed differential price** of \$\_\_\_\_\_ per gallon of B5 Biodiesel fuel to RCPS selected NYMEX price for New York Harbor Heating Oil Futures per gallon price of \$\_\_\_\_\_, which equals a total rate or price of \$\_\_\_\_\_ per gallon.)

## **SECTION 3. TERM OF CONTRACT.**

The Contractor shall start the performance of this Contract as of \_\_\_\_\_, and fully and completely perform the Contract for the period of \_\_\_\_\_ through \_\_\_\_\_, all in accordance with the Contract provisions.

This Agreement may be terminated by RCPS upon sixty (60) days written notice and may be terminated by RCPS for any reason or for no reason.

## **SECTION 4. TIME OF PERFORMANCE.**

The Contractor shall commence the Work to be performed under this Contract as of January 1, 2017 and the Contractor covenants and agrees to fully perform and complete deliveries for this Contract in accordance with Exhibit 4 of this Contract. The Contractor further agrees that the deliveries shall be started promptly and shall be continued regularly, diligently, and uninterruptedly as set forth in the Schedule of Deliveries in Exhibit 4. However, the parties further agree that such Schedule of Deliveries, Exhibit 4, may be modified and adjusted by mutual agreement of RCPS's Director of Transportation and the Contractor's representatives with such actions documented in writing.

## **SECTION 5. PAYMENT.**

Payments requested shall be based on Transport Delivery by Tank Truck of not less than 7,500 gallons for B5 Biodiesel fuel. Invoicing shall be per Tank Truck only. Payment will only be made for actual Fuel deliveries, all of which need to be approved and accepted by the Director of Transportation of RCPS, or his designee, prior to such payment, unless otherwise provided for in the Contract documents. RCPS retains the right of setoff as to any amounts the Contractor may owe RCPS. A written progress report may be requested by RCPS to accompany each payment request and, if so, such progress report shall detail the amount of fuel delivered, and identify any problems fulfilling the terms of this Contract. Also, sufficient documentation of all costs, expenses, deliveries, materials supplied, and/or hours worked may be requested by RCPS and, if so, may be required prior to the processing of any such request for payment. Payment will only be made for fuel services actually supplied, deliveries actually made, and/or materials or goods furnished to RCPS, all of which need to be approved and accepted by RCPS prior to such payment, unless otherwise provided for in the Contract documents. Once a payment request has been received, RCPS will process such payment request. If there are any objections or problems with the payment request, the Director of Transportation will notify the Contractor of such matters. If the payment request is approved and

accepted, payment will be made by RCPS to the Contractor not more than 30 days after such request has been approved.

#### **SECTION 6. PAYMENTS TO OTHERS BY CONTRACTOR.**

The Contractor agrees that Contractor will comply with the requirements of Section 2.2-4354 of the Virginia Code regarding Contractor's payment to other entities and the Contractor will take one of the two actions permitted therein within seven (7) days after receipt of amounts paid to Contractor by RCPS. Contractor further agrees that the Contractor shall indemnify and hold RCPS harmless for any lawful claims resulting from the failure of the Contractor to make prompt payments to all persons supplying the Contractor equipment, labor, tools, or material in connection with the work provided for in the Contract. In the event of such claims, RCPS may, in RCPS's sole discretion, after providing written notice to the Contractor, withhold from any payment request or final payment of the unpaid sum of money deemed sufficient to pay all appropriate claims and associated costs in connection with the Contract and make such payment, if RCPS determines it to be appropriate to do so.

#### **SECTION 7. HOLD HARMLESS AND INDEMNITY.**

Contractor shall indemnify and hold harmless RCPS and its officers, agents, and employees against any and all liability, losses, damages, claims, causes of action, suits of any nature, costs, and expenses, including reasonable attorney's fees, resulting from or arising out of Contractor's or its employees, agents, or subcontractors actions, activities, or omissions, negligent or otherwise, on or near RCPS's property or the area where the work is performed or arising in any way out of or resulting from any of the work or items to be provided under this Contract, and this includes, without limitation, any fines or penalties, violations of federal, state, or local laws or regulations, personal injury, wrongful death, or property damage claims or suits. Contractor agrees to and shall protect, indemnify, and hold harmless all the parties referred to above from any and all demands for fees, claims, suits, actions, causes of action, settlement or judgments based on the alleged or actual infringement or violation of any copyright, trademark, patent, invention, article, arrangement, or other apparatus that may be used in the performance of this Contract.

#### **SECTION 8. COMPLIANCE WITH LAWS, REGULATIONS, AND IMMIGRATION LAW.**

Contractor agrees to and shall comply with all applicable federal, state, and local laws, ordinances, and regulations, including all applicable licensing requirements. Contractor further agrees that Contractor does not, and shall not during the performance of this Contract; knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

#### **SECTION 9. INDEPENDENT CONTRACTOR.**

The relationship between Contractor and RCPS is a contractual relationship. It is not intended in any way to create a legal agency or employment relationship. Contractor shall, at all times, maintain its status as an independent contractor and both parties acknowledge that neither is an agent, partner or employee of the other for any purpose. Contractor shall be responsible for causing all required insurance, workers' compensation (regardless of number of employees) and unemployment insurance to be provided for all of its employees and subcontractors. Contractor will be responsible for all actions of any of its subcontractors, and that they are properly licensed.

**SECTION 10. REPORTS, RECORDS, AND AUDIT.**

Contractor agrees to maintain all books, records and other documents relating to this Contract for a period of five (5) years after the end of each fiscal year included in this Contract. RCPS, its authorized employees, agents, representatives, and/or state auditors shall have full access to and the right to examine, copy, and/or audit any of such materials during the term of the Contract and during such retention period, upon prior written notice to Contractor.

**SECTION 11. INSURANCE REQUIREMENTS.**

Contractor and any of its subcontractors involved in this Contract shall maintain the insurance coverages set forth in Attachment Exhibit 1 to this Contract and provide the proof of such insurance coverage as called for in Attachment Exhibit 1, including workers' compensation coverage regardless of the number of Contractor's employees. Such insurance coverage shall be obtained at the Contractor's sole expense and maintained during the term of the Contract and shall be effective prior to the beginning of any work or other performance by the Contractor or others under this Contract. Additional insured endorsements, if required, must be received by RCPS within 30 days of the execution of this Contract or as otherwise required by RCPS's Director of Purchasing.

**SECTION 12. DEFAULT.**

If Contractor fails or refuses to perform any of the terms of this Contract, including poor services, work or materials, RCPS may, by written notice to Contractor, terminate this Contract in whole or in part. In addition to any right to terminate, RCPS may enforce any remedy available at law or in equity in connection with such default, and Contractor shall be liable for any damages to RCPS resulting from Contractor's default. RCPS further reserves the right to immediately obtain such work, materials, or services from other entities in the event of Contractor's default.

**SECTION 13. NONWAIVER.**

Contractor agrees that RCPS's waiver or failure to enforce or require performance of any term or condition of this Contract or RCPS's waiver of any particular breach of this Contract by the Contractor extends to that instance only. Such waiver or failure is not and shall not be a waiver of any of the terms or conditions of this Contract or a waiver of any other breaches of the Contract by the Contractor and does not bar RCPS from requiring the Contractor to comply with all the terms and conditions of the Contract and does not bar RCPS from asserting any and all rights and/or remedies it has or might have against the Contractor under this Contract or by law.

**SECTION 14. CHOICE OF LAW AND FORUM SELECTION.**

This Contract shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia, without application of Virginia's conflict of law provisions. Venue for any litigation, suits, and claims arising from or connected with this Contract shall only be proper in the Roanoke City Circuit Court, or in the Roanoke City General District Court if the amount in controversy is within the jurisdictional limit of such court, and all parties to this Contract voluntarily submit themselves to the jurisdiction and venue of such courts, or in the United States District Court for the Western District of Virginia, Roanoke Division, if a federal question exist. All parties to this Contract

voluntarily submit themselves to the jurisdiction and venue of such courts, regardless of the actual location of such parties. The provisions of this Contract shall not be construed in favor of or against either party, but shall be construed according to their fair meaning as if both parties jointly prepared this Contract.

#### **SECTION 15. SEVERABILITY.**

If any provision of this Contract, or the application of any provision hereof to a particular entity or circumstance, shall be held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Contract shall not be affected and all other terms and conditions of this Contract shall be valid and enforceable to the fullest extent permitted by law.

#### **SECTION 16. NONDISCRIMINATION.**

- A. During the performance of this Contract, Contractor agrees as follows:
- i. Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - ii. Contractor in all solicitations or advertisements for employees placed by or on behalf of Contractor will state that Contractor is an equal opportunity employer.
  - iii. 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.
- B. Contractor will include the provisions of the foregoing Section A (i, ii, and iii) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

#### **SECTION 17. DRUG-FREE WORKPLACE.**

- A. During the performance of this Contract, Contractor agrees to (i) provide a drug-free workplace for Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- B. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution,

dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

**SECTION 18. FAITH BASED ORGANIZATIONS.**

Pursuant to Virginia Code Section 2.2-4343.1, be advised that RCPS does not discriminate against faith-based organizations.

**SECTION 19. ASSIGNMENT.**

Contractor may not assign or transfer this Contract in whole or in part except with the prior written consent of RCPS, which consent shall not be unreasonably withheld. If consent to assign is given, no such assignment shall in any way release or relieve the Contractor from any of the covenants or undertakings contained in this Contract and the Contractor shall remain liable for the Contract during the entire term thereof. However, Contractor agrees that RCPS may assign in whole or in part this Contract, including the right to have provided any part of the fuels referred to in this Contract, provided the delivery point for any such assigned fuel is located within City of Roanoke. If such assignment is made, the total amount of such fuel due RCPS will be reduced by the total amount assigned the other entity.

**SECTION 20. CONTRACTUAL DISPUTES.**

Contractual claims, whether for money or for other relief, shall be submitted, in writing, no later than sixty (60) days after the earlier of the final payment or termination of the Contract or notice from RCPS to the Contractor that RCPS disputes the amount of Contractor's request for final payment. However, written notice of the Contractor's intention to file such claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. Such notice is a condition precedent to the assertion of any such claim by the Contractor. A written decision upon any such claims will be made by RCPS's Deputy Superintendent or RCPS's Deputy Superintendent' designee within thirty (30) days after submittal of the claim and any practically available additional supporting evidence required by RCPS's Deputy Superintendent. The Contractor may not institute legal action prior to receipt of RCPS's Deputy Superintendent' decision on the claim unless RCPS's Deputy Superintendent fails to render such decision within 120 days from submittal of Contractor's claim. The decision of RCPS's Deputy Superintendent shall be final and conclusive unless the Contractor within six (6) months of the date of the final decision on a claim or from expiration of the 120 day time limit, whichever occurs first, initiates legal action as provided in Section 2.2 - 4364, of the Va. Code. Failure of RCPS's Deputy Superintendent to render a decision within said 120 days shall not result in the Contractor being awarded the relief claimed nor shall it result in any other relief or penalty. The sole result of RCPS's Deputy Superintendent failure to render a decision within said 120 days shall be Contractor's right to immediately institute legal action. No administrative appeals procedure pursuant to Section 2.2 - 4365 of the Va. Code has been established for contractual claims under this Contract.

**SECTION 21. SUCCESSORS AND ASSIGNS.**

The terms, conditions, provisions, and undertakings of this Contract shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

**SECTION 22. HEADINGS.**

The captions and headings in this Contract are for convenience and reference purposes only and shall not affect in any way the meaning and interpretation of this Contract.

**SECTION 23. COUNTERPART COPIES.**

This Contract may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

**SECTION 24. AUTHORITY TO SIGN.**

The persons who have executed this Contract represent and warrant that they are duly authorized to execute this Contract on behalf of the party for whom they are signing.

**SECTION 25. NOTICES.**

All notices must be given in writing and shall be validly given if sent by certified mail, return receipt requested, or by a nationally recognized overnight courier, with a receipt, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

To RCPS:	Roanoke City Public Schools Attn: Deputy Superintendent 40 Douglass Ave NW Roanoke, Virginia 24012
Facsimile:	(540) 853-2951
Copy to:	Roanoke City Public Schools Attn: Director of Purchasing 40 Douglass Ave NW Roanoke, Virginia 24012
Facsimile:	(540) 853-1679
If to Contractor:	_____ Attn: _____ _____ _____
Facsimile:	_____

Notices shall be deemed to be effective one day after sending if sent by overnight courier or three (3) days after sending it by certified mail, return receipt requested.

**SECTION 26. PROTECTING PERSONS AND PROPERTY.**

The Contractor expressly undertakes, both directly and through its subcontractors, to take every reasonable precaution at all times for the protection of all persons and property at the location of the Work or in the vicinity of the Work or that may be affected by the Contractor's operation in connection

with the Work. The Contractor will maintain adequate protection of all Contractor's Work to prevent damage to it and shall protect RCPS's property from any injury or loss arising in connection with this Contract and to protect adjacent property to prevent any damage to it or loss of use and enjoyment by its owners. Contractor agrees to be responsible for the entire Work and will be liable for all damages to the Work, including, but not limited to, damages to any property of RCPS or to any property at the location of the Work or in the vicinity or adjacent to the Work. All damage with respect to the Work caused by vandalism, weather, or any other cause, other than resulting from the sole negligence of RCPS, shall be the responsibility of the Contractor. Furthermore, any damage to concrete curbs, gutters, sidewalks, or any existing facility, whether owned by RCPS or others that may occur during the Work shall be repaired or replaced by the Contractor, at Contractor's sole expense, as directed by and to the satisfaction of RCPS.

#### **SECTION 27. WARRANTY OF MATERIAL AND WORKMANSHIP.**

The Contractor warrants that, unless otherwise specified, all material and equipment used in the Work under this Contract shall be new, in first class condition, and in accordance with this Contract. The Contractor further warrants that all workmanship shall be of the highest quality in accordance with the Contract and shall be performed by persons qualified in their respective trades. This warranty of material and workmanship is separate and independent from and in addition to any of the Contractor's other guarantees or obligations under this Contract, or that may arise by law. Contractor agrees that Contractor shall repair or replace, at Contractor's sole expense, and to the satisfaction of RCPS, any work, material, equipment, or part of the Work that is found by RCPS to be defective or not in accordance with the terms of this Contract.

#### **SECTION 28. CONTRACTOR'S COMPLIANCE WITH ITB AND SCOPE OF WORK.**

Contractor shall provide the Fuel required by this Contract in accordance with the terms and provisions of the ITB No. 16-09-08, including any addenda, the Scope of Work, Exhibit 3, the Schedule of Deliveries, Exhibit 4, and shall comply with all applicable federal, state, and local laws and regulations. If there are any conflicts among any of the above items, Contractor shall promptly notify RCPS's Director of Transportation of such conflict.

#### **SECTION 29. ETHICS IN PUBLIC CONTRACTING.**

The provisions, requirements, and prohibitions as contained in Sections 2.2-4367 through 2.2-4377, of the Va. Code, pertaining to bidders, offerors, contractors, and subcontractors are applicable to this Contract.

#### **SECTION 30. CONTRACT SUBJECT TO FUNDING.**

This Contract is or may be subject to funding and/or appropriations from federal, state and/or local governments and/or agencies and/or from the School Board of Roanoke City Public Schools. If any such funding is not provided, withdrawn, or otherwise not made available for this Contract, the Contractor agrees that RCPS may terminate this Contract on seven (7) days written notice to Contractor, without any penalty or damages being incurred by RCPS. Contractor further agrees to comply with any applicable requirements of any grants and/or agreements providing for such funding.

**SECTION 31. COMPLIANCE WITH STATE LAW, FOREIGN AND DOMESTIC BUSINESSES  
AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF  
VIRGINIA.**

Contractor shall comply with the provisions of Virginia Code Section 2.2-4311.2, as amended, which provides that a contractor organized as a stock or nonstock corporation, limited liability company, business, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, or so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the Contract. RCPS may void the Contract if the Contractor fails to remain in compliance with the provisions of this section.

**SECTION 34. ENTIRE CONTRACT.**

This Contract, including any attachments, exhibits, and referenced documents, constitutes the complete understanding between the parties. This Contract may be modified only by written agreement properly executed by the parties.

**SIGNATURE PAGE TO FOLLOW**

IN WITNESS WHEREOF, the parties hereto have signed this Contract by their authorized representatives.

WITNESS:

**LEGAL NAME OF CONTRACTOR**

\_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

(SEAL)

Roanoke City Public Schools

WITNESS:

\_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

Roanoke City Public Schools

Approved as to Form:

\_\_\_\_\_  
General Council

Approved as to Execution:

\_\_\_\_\_  
General Council

**EXHIBIT 1  
To  
SAMPLE CONTRACT  
ITB# 16-09-08**

**INSURANCE REQUIREMENTS**

The Contractor shall comply with the insurance requirements set forth in the Contract, including the items set forth below:

- A. Neither the Contractor nor any subcontractor shall commence work under this Contract until the Contractor has obtained and provided proof of the required insurance coverages to Roanoke City Public Schools (RCPS), and such proof has been approved by RCPS. The Contractor confirms to RCPS that all subcontractors have provided Contractor with proof of such insurance, or will do so prior to commencing any work under this Contract.
- B. Contractor, including all subcontractors, shall, at its and/or their sole expense, obtain and maintain during the life of this Contract the insurance policies and/or coverages required by this section. RCPS and its officers, employees, agents, assigns, and volunteers shall be added as an additional insured to the general liability and automobile coverages of any such policies and such insurance coverages shall be primary and noncontributory to any insurance and/or self insurance such additional insureds may have. The Contractor shall immediately notify in writing RCPS of any changes, modifications, and/or termination of any insurance coverages and/or policies required by this Contract. The Contractor shall provide to RCPS with the signed Contract an Acord certificate of insurance which states in the description of operations section one of the two paragraphs below:
- (1) RCPS and its officers, employees, agents, assigns, and volunteers are additional insureds as coverage under this policy includes ISO endorsement CG 20 33 which provides that the insured status of such entities is automatic if required by a contract or a written agreement. If additional insured status is automatic under a different coverage form, Contractor must attach a copy of the coverage form to its certificate. Any required insurance policies shall be effective prior to the beginning of any work or other performance by Contractor and any subcontractors under this Contract.

OR

- (2) ISO endorsement CG 20 10 will be issued, prior to the beginning of any work or other performance by Contractor under this Contract, to RCPS and its officers, employees, agents, assigns, and volunteers naming them as an additional insured under the general liability coverage. A copy of the binder confirming the issuance must be attached to the certificate. Any required insurance policies shall be effective prior to the beginning of any

work or other performance by Contractor and any subcontractors under this Contract.

However, if B (1) or (2) cannot be provided, RCPS's Director of Purchasing, in such Manager's sole discretion, may approve such other certificate of insurance or insurance document(s) that the Director of Purchasing deems acceptable.

C. The minimum insurance policies and/or coverages that shall be provided by the Contractor, including its subcontractors, include the following:

- (1) Commercial General Liability: \$1,000,000.00  
\$1,000,000.00 General Aggregate Limit (other than Products/Completed Operations).  
\$1,000,000.00 Products/Completed Operations Aggregate Limit.  
\$1,000,000.00 Personal Injury Liability (including liability for slander, libel, and defamation of character).  
\$1,000,000.00 each occurrence limit  
Provide ISO Form CA 2305 – Wrong Delivery of Liquid Products
- (2) Automobile Liability: \$1,000,000.00 combined single limit with applicable endorsement to cover waste cargo.  
Provide ISO Form CG 2266 – Mis-Delivery of Liquid Products
- (3) Workers' Compensation and Employer's Liability:  
Workers' Compensation: statutory coverage for Virginia  
Employer's Liability:  
\$100,000.00 Bodily Injury by Accident each occurrence  
\$500,000.00 Bodily Injury by Disease Policy Limit.  
\$100,000.00 Bodily Injury by Disease each employee.
- (4) The required limits of insurance for this Contract may be achieved by combining underlying primary coverage with an umbrella liability coverage to apply in excess of the general and automobile liability policies, provided that such umbrella liability policy follows the form of the underlying primary coverage.
- (5) Such insurance policies and/or coverages shall provide for coverage against any and all claims and demands made by a person or persons or any other entity for property damages or bodily or personal injury (including death) incurred in connection with the services, work, items, and/or other matters to be provided under this Contract with respect to the commercial general liability coverages and the automobile liability coverages. With respect to the workers' compensation coverage, Contractor's and its subcontractors' insurance company shall waive rights

of subrogation against RCPS and its officers, employees, agents, assigns, and volunteers.

- (6) Contractor shall provide such other insurance policies and/or coverages that may be required by other parts of this Contract. **If required by the Contract, such policies and/or coverages could include, but are not limited to, Errors and Omissions/Professional Liability, Crime/Fidelity, Environmental and/or Pollution, Builder's Risk, Umbrella/Excess.**

D. Proof of Insurance Coverage:

- (1) Contractor shall furnish RCPS with the above required certificates of insurance showing the type, amount, effective dates, and date of expiration of the policies.
- (2) Where waiver of subrogation is required with respect to any policy of insurance required under this Section, such waiver shall be specified on the certificate of insurance.

E. Insurance coverage shall be in a form and with an insurance company approved by RCPS, which approval shall not be unreasonably withheld. Any insurance company providing coverage under this Contract shall be authorized to do business in the Commonwealth of Virginia.

F. The Contractor's insurance policies and/or coverages shall not contain any exclusions for the Contractor's subcontractors.

G. The continued maintenance of the insurance policies and coverages required by the Contract is a continuing obligation, and the lapse and/or termination of any such policies or coverages without approved replacement policies and/or coverages being obtained shall be grounds for termination of the Contractor for default.

H. Nothing contained in the insurance requirements is to be construed as limiting the liability of the Contractor, and/or its subcontractors, or their insurance carriers. RCPS does not in any way represent that the coverages or the limits of insurance specified are sufficient or adequate to protect the Contractor's interest or liabilities, but are merely minimums. The obligation of the Contractor, and its subcontractors, to purchase insurance shall not in any way limit the obligations of the Contractor in the event that RCPS or any of those named above should suffer any injury or loss in excess of the amount actually recoverable through insurance. Furthermore, there is no requirement or obligation for RCPS to seek any recovery against the Contractor's insurance company before seeking recovery directly from the Contractor.

**END**

**EXHIBIT 2**  
**TO CONTRACT DATED \_\_\_\_\_**  
**BETWEEN RCPS AND \_\_\_\_\_**  
**FOR B5 BIODIESEL**  
**ITB # 16-09-08**

**SCOPE OF WORK**

**Note: Scope of Work subject to change after discussions with Successful Bidder.**

Contractor agrees to fully and properly provide and perform all the work and services required by the Contract in accordance with the Contract, including those items set forth herein.

- A. Contractor shall provide to Roanoke City Public Schools (RCPS) during the term of the Contract, and in accordance with Exhibit 3, **276,000 gallons of B5 Biodiesel fuel**, a blend of Ultra Low Sulfur Diesel (ULSD) Fuel and no more than 5% Biodiesel Fuel (B100). Such B5 Biodiesel fuel must comply with all applicable ANSI, ASTM, EPA, Fuel Authority, OSHA, Health, Local, State, and Federal rules, regulations, specifications, codes, and requirements, and be free of contamination.
- B. The 100% Biodiesel utilized in the blending with the ULSD shall be comprised of mono-alkyl esters of long chain fatty acids derived from vegetable oils or animal fats, and designated as B100.
- C. Contractor guarantees proper delivery of the B5 Biodiesel (ULSD blended with not more than 5% Biodiesel) to RCPS in the quantities set forth in this Contract, at the guaranteed fixed price forward values set forth in such Contract, and at the times set forth in the Schedule of Deliveries set forth in Exhibit 3. If Contractor fails to comply with any of these requirements, RCPS may obtain such fuel from other sources and Contractor shall be responsible to RCPS for any increased amounts and other costs RCPS pays for such fuel.
- D. RCPS reserves the right to test the fuel quality before, during, and after unloading. If the fuel fails to meet or exceed specifications and/or is contaminated, the fuel will be rejected and the Contractor shall be responsible for all costs associated with removal of the fuel and must replace it within one working day after request is made, or other time period as specified by RCPS. If not, RCPS may do so, and Contractor shall be responsible to RCPS for all costs related to such matters.
- E. RCPS shall be a priority customer of the Contractor and be entitled to receive its fuel on a priority basis.
- F. All deliveries shall be Transport Delivery by Tank Trucks of 7,500 gallons for the B5 Biodiesel (ULSD blended with not more than 5% Biodiesel).

- G. All of the B5 Biodiesel fuel (ULSD blended with not more than 5% Biodiesel) shall be a general purpose, middle distillate fuel for diesel engines requiring low sulfur diesel fuel; shall have a maximum sulfur content of 15 parts per million (ppm), a maximum aromatic hydrocarbons content of 10%, and a minimum cetane number of 40.
- H. The testing method for the B100 will be ASTM D6751 for Grade S15 (15 ppm sulfur); a copy of the Certificate of Analysis (COA) must accompany each load of the Product when delivered to RCPS. (Such testing shall be done by supplier or Contractor at no cost to RCPS.)
- I. Delivery for RCPS is 5401 Barns Avenue, Roanoke, Virginia. The location has one (1) 10,000 gallon above ground storage tank for the B5 Biodiesel (ULSD blended with not more than 5% Biodiesel).
- J. Environmental Management. The Contractor shall be responsible for complying with all applicable federal, state, and local environmental regulations relating to transportation, handling, storage, spillage and any other aspect of providing the services under this Contract.
- K. The Contractor shall provide RCPS with Contractor's spill prevention and response procedures and keep such documents updated.
- L. The Contractor shall notify RCPS of any concerns or problems identified at the delivery site within 24 hours of the delivery.
- M. RCPS is exempt from federal and state motor fuel and excise tax. A Tax Exempt Certificate will be made available to the Contractor. The fuel obtained pursuant to this Contract will be sold and delivered in accordance with the provisions of the Virginia Code regarding fuel taxes.
- N. Contractor shall comply with Mountain Valley Transportation's and RCPS's Spill Prevention Control and Countermeasure (SPCC) Plan, which is made a part hereof and incorporated herein by reference (Attachment D).
- O. Contractor shall provide RCPS with the applicable MSDSs for the B5 Biodiesel (ULSD blended with not more than 5% Biodiesel) delivered to RCPS.
- P. Contractor shall comply with RCPS's Fuel Delivery Procedures, which are made a part hereof and incorporated herein by reference.
- Q. Contractor expressly undertakes both directly and through its subcontractor(s), to take every reasonable precaution at all times for the protection of all persons and property which may come on the jobsite or be affected by the Contractor's operation in connection with all deliveries.
- R. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety and health precautions and programs in connection with all deliveries.
- S. Contractor shall in all cases protect the public and the facility during its delivery of fuels by posting and maintaining, at its expense, appropriate signs, barricades, barriers, lights, flagmen, and other safety devices, as deemed necessary.

- T. In an emergency affecting the safety or life of persons or of the facility, or of the adjoining property, the Contractor, without special instruction or authorization from RCPS Director of Transportation, shall act, at Contractor's discretion, to prevent such threatened loss or injury. Also, should Contractor, to prevent threatened loss or injury, be instructed or authorized to act by RCPS Director of Transportation, Contractor shall so act immediately, without appeal.
- U. Contractor, during the delivery process, shall be solely responsible for the delivery process and be liable for all damages to the site including, but not limited to any such damages to the tanks and pumps, and to any property at or in the vicinity of the pumps and tanks.
- V. Contractor shall conduct all operations in such a manner as to avoid any damage to the existing location. Any and all damaged work and surfaces shall be repaired, replaced, or restored to their original condition at the time immediately before such damage occurred, and the expense of such work shall be borne by the Contractor.

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**EXHIBIT 3**  
**TO CONTRACT DATED \_\_\_\_\_**  
**BETWEEN THE CITY AND \_\_\_\_\_**  
**FOR B5 BIODIESEL**  
**ITB # 16-09-08**

**SCHEDULE OF DELIVERIES FOR B5 BIODIESEL**

**Note: This Schedule of Deliveries is subject to change after discussions with the Successful Bidder.**

Roanoke City Public Schools (RCPS) and Contractor agree that the Schedule of Deliveries for the **276,000 gallons of B5 Biodiesel** to be provided under this Contract shall be provided as follows:

- A. Deliveries shall be by a Tank Truck of 7,500 gallons of B5 Biodiesel.
- B. Contractor shall provide for one Tank Truck of B5 Biodiesel delivered to the RCPS Transportation Facility approximately once a week during the term of this Contract, starting during the week of \_\_\_\_\_, 2017. The exact day of the week and time of each delivery shall be determined by the RCPS Director of Transportation, or designee, and the Contractor's representative, with such items documented in writing (which can include email).
- A. Upon agreement of the RCPS Director of Transportation and Contractor's representative, documented in writing (which includes email), this Schedule of Deliveries may be modified and adjusted to provide for more than one Tank Truck delivery during any particular week during the term of the Contract, or to have no Tank Truck delivery during any particular week during the term of the Contract, or to otherwise modify or adjust this Schedule of Deliveries as the parties may mutually agree.

**END**