

County of Henry

P.O. BOX 7
COLLINSVILLE, VIRGINIA 24078-0007
<http://www.co.henry.va.us/>

TELEPHONE (276) 634-4670
FAX (276) 634-4535



MEMBER OF
VAGP
NIGP

PURCHASING DEPARTMENT

MAY 10, 2016
REQUEST FOR PROPOSAL
RFP # 16-05243-A176
HENRY COUNTY PURCHASING DEPARTMENT

The Henry County Schools solicits firms to submit proposals for “**Providing Floor Finishes and Services as needed.**” The **original** and **three (3)** submittals (**FOR A TOTAL OF FOUR (4) PROPOSALS**), marked “**Providing Floor Finishes and Services as needed**” RFP #16-05243-A176 will be received in a sealed envelope not later than **3:00 p.m., Local Prevailing Time, MAY 24, 2016, in the:**

Purchasing Department, Room 210
Attn: Carole Jones, Chief Purchasing Agent
Henry County Administration Building
P.O. Box 7, Collinsville, VA 24078 (Postal Service) or
3300 Kings Mountain Road, Martinsville, VA 24112 (UPS or FedEx).

Facsimile and/or electronic proposals will not be accepted. Proposals received after the announced time and date of receipt, by mail or otherwise, will be returned unopened. Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition.

On the contrary, all responsible firms, local, faith-based, minority-owned and female-owned are encouraged to submit a proposal.

The County/PSA reserves the right to reject any or all of the proposals, to waive informalities and to award in part or in whole any or all proposals. Any proposal submitted **MUST** be signed by an individual authorized to bind the offeror.

RFP #16-05243-A176

Enclosed is a ***“Proposal Requirements and Non-Collusion Statement”*** that must be signed and returned with the proposal or proposal may be rejected.

If you desire not to quote on this proposal, please forward your acknowledgement of NO PROPOSAL SUBMITTED to the above address. Otherwise, your name shall be removed from our bidders list after three (3) non-responses.

Contract Period

A notice of award will be signed and publicly posted once this RFP has been approved. The date on the notice of award will be when the RFP becomes effective (not date of service). Initial contract shall be for the terms and conditions outlined on page 6 of this proposal. Under the VA Procurement Act, the County/PSA reserves the right to negotiate extending this contract for not more than one (1) additional year after original contract terms. **The above terms shall override any other written terms in this RFP and/or verbal comments made during negotiations, unless authorized by Chief Purchasing Agent.**

Piggy Back Clause

This contract shall be available for piggy backing for any other state and local agency or government agency.

Illegal Aliens

Vendor promises they will not hire illegal aliens. By signing this proposal document the vendor confirms this promise.

Permits/Licenses

Vendors shall be responsible for acquiring all the proper permits/licenses required by local and state authorities in conjunction with this proposal. Proposal prices shall include these fees and no additional costs are to be accessed to the County/PSA. Vendor’s attention is directed to the requirements of title 54, chapter 11, of the code of Virginia pertaining to registration of contractors.

Contact for RFP

Please contact Keith Scott at 276-666-2404 for any questions pertaining to this RFP.

SPECIAL TERMS AND CONDITIONS

During the performance of any contract awarded pursuant to this RFP, the contractor agrees as follows:

- A. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, or handicaps, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the operation of the contractor. The Contractor agrees to post in conspicuous places, available to provisions of this nondiscrimination clause.
- B. The Contractor, in all solicitations or advertisements for employees placed on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- C. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulations shall be deemed sufficient for the purpose of meeting the requirements of this section.

The Contractor shall include in provisions of the foregoing paragraph A, B, and C in every subcontract or purchase order over \$5,000 so that the provisions will be binding upon each subcontractor or vendor.

PROPOSAL REQUIREMENTS AND NON-COLLUSION STATEMENT

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth. My signature also certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Title 18.2, Chapter 12, Article 1.1 of the Code of Virginia as amended. Futhermore, I understand that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, the Virginia Bid Rigging Act, and Virginia Antitrust Act, and Federal Law, and can result in fines, prison sentences, and civil damage awards.

I hereby certify that I am authorized to sign as a Representative for the Firm:

NAME OF FIRM _____

ADDRESS _____

SIGNATURE _____

NAME (TYPE/PRINT) _____

TITLE _____

DATE _____

TELEPHONE() _____

FAX() _____

RFP# 16-05243-A176

THE 2007 SESSION OF THE VIRGINIA GENERAL ASSEMBLY, PASSED THE HB 1707/SB 1346 BILL, EFFECTIVE ON JULY 1, 2007. HENRY COUNTY IS REQUIRING ALL VENDORS TO ABIDE BY THE FOLLOWING NEW LEGISLATION.

HB 1707/SB 1346

PROVIDES THAT AS A CONDITION OF AWARDING A CONTRACT FOR THE PROVISION OF SERVICES THAT REQUIRE THE CONTRACTOR OR HIS EMPLOYEES TO HAVE DIRECT CONTACT WITH STUDENTS ON SCHOOL PROPERTY DURING REGULAR SCHOOL HOURS, THE SCHOOL BOARD MUST REQUIRE THE CONTRACTOR TO PROVIDE CERTIFICATION THAT ALL EMPLOYEES WHO WILL HAVE DIRECT CONTACT WITH STUDENTS HAVE NOT BEEN CONVICTED OF A FELONY OR ANY OFFENSE INVOLVING THE SEXUAL MOLESTATION OR PHYSICAL OR SEXUAL ABUSE OR RAPE OF A CHILD. THE BILL ALSO PROVIDES THAT THE REQUIREMENT BE WAIVED IN EMERGENCY SITUATIONS WHEN IT IS REASONABLY ANTICIPATED THAT THE CONTRACTOR OR HIS EMPLOYEES WILL HAVE NO DIRECT CONTACT WITH STUDENTS.

PLEASE INDICATE APPROPRIATE BOX BELOW.

_____ I AGREE TO ABIDE BY THIS LEGISLATION HB 1707/SB 1346.

_____ THIS LEGISLATION DOES NOT APPLY TO THIS SOLICITATION.

THE AWARDED VENDOR MAY BE REQUIRED TO PROVIDE ADDITIONAL PAPERWORK BUT ONLY A SIGNATURE IS NECESSARY AT THIS TIME.

AUTHORIZED VENDOR SIGNATURE

DATE

COMPANY NAME

PRINTED NAME AND TITLE

Subcontractor Information

Must fill form out completely even if no subcontractors are being used.

You must check appropriate box below and list any subcontractors that will be used for this **RFP# 16-05243-A176** for **Providing Floor Finishes and Services as needed**.

_____ I will be using subcontractors. (See list below)

_____ I may or may not be using subcontractors. Not sure at this time. If you are the awarded vendor, you are responsible for contacting Commissioner of Revenue's Office at (276-634-4691) with subcontractor information. Payment of invoices is contingent upon receiving required information.

_____ I will not be using subcontractors.

1.) Subcontractors Company Name _____

Contact Person _____ Telephone # _____

2.) Subcontractors Company Name _____

Contact Person _____ Telephone # _____

3.) Subcontractors Company Name _____

Contact Person _____ Telephone # _____

4.) Subcontractors Company Name _____

Contact Person _____ Telephone # _____

5.) Subcontractors Company Name _____

Contact Person _____ Telephone # _____

6.) Subcontractors Company Name _____

Contact Person _____ Telephone # _____

Vendors Company Name _____

Vendors Authorized Signature _____ **Date:** _____

Vendors Telephone # _____ **Federal ID #** _____

*Note- Add a separate sheet if you need additional space for subcontractors

HENRY COUNTY PUBLIC SCHOOLS
Providing Floor Finishes

1.01 GENERAL

Henry County Public Schools invites proposals for providing floor finishes and services as needed for fifteen schools and four support facilities.

1.02 DEFINITIONS

The following definitions shall be applicable throughout these specifications:

- A. SERVICE shall be defined as all work related to providing floor finishes and service at fifteen school and three support facilities. A list of facilities and addresses is provided in **Appendix A, School Addresses and Contact Information.**
- B. OWNER shall be defined as Henry County Public Schools.
- C. CONTRACTOR shall be defined as the party with whom the OWNER has entered into a contractual agreement to perform the SERVICE.

1.03 CONTRACT TERM

The period of this contract shall be from July 1, 2016 through June 30, 2017, with an option to renew for up to four additional twelve month extensions by mutual consent of the contracting parties. The school system intends to award the proposal to a single vendor. Through mutual agreement with the Contractor, this contract may be extended to other school divisions and local governments.

1.04 INSURANCE

Contractor shall carry and maintain in force throughout the duration of the contract insurance in the amounts specified below, including contractual liability assumed by the contractor. Contractor shall deliver to the Owner, prior to the commencement of work, a Certificate of Insurance from carriers acceptable to the Owner specifying such limits. The Certificate shall name the Owner as an additional insured for the Commercial General Liability and Automobile Liability, including owned, non-owned and hired car coverage and Umbrella Liability coverage. The coverage shall be provided by a carrier(s) rated "Excellent" by A.M. Bests. In addition, the insurer shall agree to give the Owner 30 days' notice of its decision to cancel coverage.

1. Workers' Compensation and Employer's Liability

Coverage A – Statutory Requirements

Coverage B - \$1,000,000 Per Occurrence

Coverage C - \$1,000,000/\$1,000,000 Accident and/or Disease

All States Endorsement

2. Automobile Liability, including Owned, Non-Owned and Hired Car Coverage

Limits of Liability

| | |
|-----------------|--|
| Bodily Injury | \$1,000,000 each person \$1,000,000 each occurrence |
| Property Damage | \$1,000,000 each occurrence |

3. Comprehensive General Liability

Limits of Liability

| | |
|-----------------|-----------------------------|
| Bodily Injury | \$1,000,000 each occurrence |
| Property Damage | \$1,000,000 each occurrence |

Or

| | |
|-----------------|-----------------------------|
| Single Limit | \$2,000,000 each occurrence |
| Bodily Injury | |
| Property Damage | |

Including

- A. Completed Operations/Products
- B. Contractual Liability for Specified Agreement
- C. Personal Injury
- D. (XCU) Explosion, Collapse and Underground Coverage
- E. Broad Form Property Damage

NOTE 1: Contractual Liability covers the following indemnity agreement: “The Contractor shall indemnify and hold harmless the owner against and from all liability, claims, damages and costs, including attorney’s fees of every kind and nature and attributable to bodily injury, sickness, disease or death or to damage or destruction of property resulting from or in any manner arising out of or in connection with the project and the performance of the work under this contract”

1.05 SCHEDULE

- a. The Contractor shall schedule work in a manner to maximize safety and minimize the distraction of students. As much as practical, work shall be scheduled during times when students are not attending school, i.e. student breaks, late in the day, etc. Work shall be scheduled to avoid conflict with instruction, meal preparations and school operations. Due to an alternate work schedule for the months of June and July, schools will not be open on Fridays during those months. No change in schedule may be made without the prior approval of Owner.

1.06 SITE INVESTIGATION

As a requirement for submitting a proposal, Contractor shall satisfy himself as to the nature of existing conditions. All information provided in these specifications shall be confirmed by Contractor prior to proposal. Contractor's failure to examine the site and include all work in

the proposal shall result in denial of claims for additional compensation after submission of proposals. Contractor shall make an appointment with Facilities Maintenance Department for site visits. (276) 666-2404

1.07 QUALIFICATIONS

As required by Section 22.1-296.1 of the Code of Virginia, the Contractor shall certify that its employees and the employees of its subcontractors have not been convicted of a felony or any offense involving the sexual molestation, physical or sexual abuse or rape of a child. The Contractor shall comply with the schools' No Smoking/No Drugs policy on school property. The Owner may require the Contractor to bar from the site any employee the Owner deems to be incompetent, careless or disruptive to school operations.

Contractor shall have an office within a 50 mile radius of Henry County.

1.08 LICENSES AND PERMITS

Contractor shall obtain and pay for all licenses and permits from the appropriate governmental agency authorities as required by law in order to perform the work.

1.09 SAFETY PRECAUTIONS

Contractor shall take all necessary precautions to protect school children, employees, the public and the facilities, and meet laws and governmental safety requirements, such as OSHA, including but not limited to:

1. Control spread of dust
2. Conform to laws and regulations regarding known or suspected asbestos, lead based paint and mold.
3. Lock-out/tag-out of electrical and other stored sources of energy
4. Confined spaces/hazardous environments
5. Hot works

Contractor shall take necessary precautions to protect facilities during work. Contractor shall assure that all work areas, etc. are kept clean and functional during and upon completion of work. Contractor shall take necessary precautions to protect building, vehicles and grounds from damage resulting from work. The Contractor shall be responsible for ensuring that Owner's premises and equipment are not disturbed or damaged by the work. Leaks of lubricants, etc. from vehicle, shall be immediately contained and cleaned up by the Contractor. In the event of any damage, the Contractor shall be responsible for the cost of restoring buildings, vehicles and grounds to previous equivalent condition.

1.10 QUALITY

Contractor shall furnish all necessary equipment, labor, and materials for completion of work. All equipment, materials, etc. shall be new, first quality and free of blemishes or other defects. All workmanship shall be of the highest quality in conformance with industry

standards, material manufacturer's requirements or owner's specifications, whichever is most stringent. All work shall be in strict accordance with applicable sections of the Virginia Uniform Statewide Building Code.

1.11 PRICING

Prices provided in the Price Sheet(s) are to be fixed for one year, with the exception of additional services.

1.12 ADDITIONAL SERVICES

The Contractor shall provide a written quote when additional services are requested. Such services shall be paid as an addition to the contract. The Contractor may only proceed with additional services when authorized through a purchase order.

When additional services are required, only time spent on site at the school facility may be charged and must be included in the quote. Travel time, vehicle mileage, etc. shall not be charged to the Owner.

1.13 PRICE ESCALATION/DE-ESCALATION

Prices shall be unchanged for the first year of the contract. At time of subsequent contract renewals, price adjustments may be permitted for changes in the Contractor's cost of labor and materials not to exceed the lesser of four percent or the increase in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index (<http://www.bls.gov/cpi/home.htm#overview>) for Urban Consumers (CPI-U) in the South Region, for all items, over the preceding twelve month period.

1.14 PAYMENT

Invoices for all work shall be sent to the attention of the Director of Facilities Maintenance at Henry County Public Schools, 2285A Fairystone Park Highway, Bassett, Virginia 24055.

All invoices shall be submitted after project completion. Invoices shall reference the purchase order number and itemize the work and cost by school. Separate invoices shall be provided for additional services.

1.15 SUPERINTENDENCE AND COORDINATION

The contractor shall have a competent foreman or superintendent, satisfactory to the Owner, on the job site at all times during the progress of the work. The Contractor shall be responsible for all construction means, methods, techniques, sequences, and procedures for coordinating all portions of the work under the contract except where otherwise specified in the contract documents and for all safety and worker health programs and practices. The Contractor shall notify the Owner, in writing of any proposed change in superintendent including the reason therefore prior to making such change.

In the event of unsatisfactory service, the Owner may withhold payment for those facilities where this occurs. The Owner reserves the right to contract with others to remedy unsatisfactory work and deduct that cost from payment to the Contractor. The Owner may terminate this contract for any reason upon 30 days written notice. The Owner may terminate the contract immediately for failure to perform or if the Contractor fails to properly protect students and staff.

1.16 WARRANTY

All workmanship shall be warranted against defects for one (1) year from date of completion.

1.17 PROPOSAL PREPARATION AND EVALUATION

Proposals shall be signed by an authorized representative of the Proposer. By submitting a proposal, the Proposer certifies that all information provided in response to this RFP is true and accurate. Failure to provide information required by this RFP may result in rejection of the proposal.

Proposals shall be prepared simply and economically, providing a straightforward, concise description of the Proposer's capabilities for satisfying the requirements of the RFP. Emphasis should be on completeness and clarity of content. All documentation submitted with the proposal shall be included in a single bound volume. Elaborate brochures and other representations beyond those sufficient for presenting a complete and effective proposal are neither required nor desired.

Proposers shall submit a bound original and three bound copies of the proposal, which shall include the following information, in sequence.

1. Front Pages: Complete and provide Pages 3, 4 and 5 of this RFP.
2. Description of Firm: Provide a description of the company, not to exceed two pages, providing years in business, qualifications, office location, financial standing, number of employees, types and quantities of equipment used, and number and types of current customers.
3. Description of Subcontractors: Provide a description of subcontractors, not to exceed two pages, providing the services that will be rendered, years in business, qualifications, number of employees, types and quantities of equipment used, and number and types of current customers.
4. Evidence of Insurance: Provide a certificate of insurance or letter from insurer demonstrating ability to meet the specified insurance requirements.
5. References: Provide a list of references, using the **Reference Form** at the end of this document, from contracts of similar size and scope within the past two (2) years.
6. Price: Complete and attach copies of all price sheets.

7. Provide a sample chart for VCT, LVT, and carpet squares that the owner could use when picking materials and colors for work to be done.
8. Provide manufacturer's warranty and applicator's stand and warranty data.

Henry County will evaluate proposals based on the following criteria:

Price-30%
Experience & Qualifications-30%
Geographic Location-20%
References-10%
Insurance-10%

1.18 AWARD OF CONTRACT

The Owner shall engage in individual discussions and may interview Proposers deemed fully qualified, responsible and suitable on the basis of initial responses, and with competence to provide the required services. Repetitive informal interviews are permitted. Proposers shall be encouraged to elaborate on their qualifications, performance data, and expertise relevant to the proposed contract. Proprietary information from competing proposers will not be disclosed to the public or to competitors provided such information is duly marked as "Proprietary Information" by the Proposer and the designation is justified as required by §2.2-4342, Code of Virginia, as revised.

2.00 SCOPE

The Contractor shall furnish all necessary equipment, labor and materials to remove existing floor finishes and install new floor finishes in accordance with applicable codes as needed by the Owner.

2.01 CARPET

Work included, but not limited to removal of existing floor finishes, floor leveling and furnishing and installing new carpet, adhesives, vinyl cove base, edge strips and accessories, including furniture moving (if needed) and installation.

2.02

VINYL COMPOSITION TILE

A. Products

Acceptable Manufacturers: Subject to compliance with requirements, manufacturers offering products which may be incorporated in the work include, but are not limited to the following:

1. Vinyl composition tile: Armstrong, Azrock, Kentile, Tarkett, or approved equal
2. Vinyl Base: Armstrong, Kentile, Afco, Tarkett or approved equal

Appendix A: School Addresses and Contact Information

Bassett High School

85 Riverside Drive
Bassett, VA 24055
John Gibbs
629-1731 fax 629-8221

Magna Vista High School

701 Magna Vista School Road
Ridgeway, VA 24148
JaMese Black
956-3147 fax 956-1401

Fieldale-Collinsville Middle School & Fieldale-Collinsville Driving Range

645 Miles Road
Collinsville, VA 24078
Corbin Campbell
647-3841 fax 647-4090

Laurel Park Middle School

280 Laurel Park Avenue
Martinsville, VA 24112
JoEllen Hylton
632-7216 fax 632-4865

Axton Elementary School & Axton Records Building

1500 Axton Middle School Road
Axton, VA 24054
Ben Boone
650-1193 fax 650-1462

G.W. Carver Elementary School

220 Trott Circle
Martinsville, VA 24112
Judy Edmonds
957-2226 fax 957-4234

Campbell Court Elementary School

220 Campbell Court
Bassett, VA 24055
Beth Fulcher
629-5344 fax 629-3849

Collinsville Primary School

15 Primary School Road
Collinsville, VA 24078
Marci Seay
647-8932 fax 647-9585

Drewry Mason Elementary School

45 Drewry Mason School Road
Ridgeway, VA 24148
Dr. Sherri Lewis at: 956-3154 fax 956-3156

John Redd Smith Elementary School

40 School Drive
Collinsville, VA 24078
Cherie Whitlow
647-7676 fax 647-9434

Mount Olivet Elementary School

255 Lancer Lane
Martinsville, VA 24112
Beth Minter
638-1022 fax 638-2281

Rich Acres Elementary School

400 Rich Acres School Road
Martinsville, VA 24112
Renee Scott
638-3366 fax 638-2462

Sanville Elementary School

19 Sanville School Road
Bassett, VA 24055
Dr. Sally T. Rodgers
629-5301 fax 629-4648

Stanleytown Elementary School

74 Edgewood Drive
Stanleytown, VA 24168
Laryssa Hairston-Penn
629-5084 fax 629-2925

Figsboro Center for Community Learning

340 Ridgedale Drive
Martinsville, VA 24112
Lynn Fitzgibbons
638-1668 fax 638-3942

School Bus Garage

119 Coffman Avenue
Collinsville, VA 24078
Tim Fulcher or Charles Beasley
647-3704 fax 647-9275

Facilities Maintenance Office

Henry County Service Center
2285A Fairystone Park Highway
Bassett, Virginia 24055
666-2404 fax 666-2240

REFERENCE FORM

Name of Firm: _____

Vendor must provide three (3) references from contracts performed within the past two (2) years, which must be of similar size and scope to this contract.

Reference #1: _____

Contact: _____

Address: _____

Phone: _____

Reference #2: _____

Contact: _____

Address: _____

Phone: _____

Reference #3: _____

Contact: _____

Address: _____

Phone: _____

Unit Price

| Item | Description | Unit Price \$/Sq Ft. |
|------|----------------|----------------------|
| 1 | VCT | |
| 2 | LVT | |
| 3 | Carpet Squares | |

Name of Firm _____

Address _____

Telephone Number _____

Contractor License Number _____

Signature of Authorized Representative of Firm _____