

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

JULY 21, 2022
REQUEST FOR PROPOSAL
RFP # 22-08043-A269
HENRY COUNTY PURCHASING DEPARTMENT

The Henry County Public Schools solicits firms to submit proposals for “**Painting Services.**” The **original** and **three (3)** submittals (**FOR A TOTAL OF FOUR (4) PROPOSALS**), and **one (1) USB Flash Drive** (see page 2 Proprietary Information Requirements) marked “**Painting Services**” RFP #22-08043-A269 will be received in a sealed envelope not later than **3:00 p.m., Local Prevailing Time, AUGUST 4, 2022, 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. **If the County closes its offices due to inclement weather or for other reasons, the scheduled Request for Proposal submission deadline will be extended to the first open business day at the same time, unless an addendum is done that states otherwise.** Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition.

On the contrary, all responsible firms, small, local, faith-based, women-owned and minority-owned, (SWAM) 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 to multiple vendors or a single vendor as a result of this solicitation. Any proposal submitted **MUST** be signed by an individual authorized to bind the offeror.

RFP #22-08043-A269

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 vendors list after three (3) non-responses.

Proprietary Information Requirement

Any proprietary information submitted by a vendor shall be in a separate sealed envelope and duly marked as proprietary along with the RFP number and company name. A cover sheet must be attached on the front of all proprietary documents, within the envelope, stating the reason why protection is necessary. No vendor is allowed to mark their entire Request for Proposal (RFP) as proprietary per the Code of Virginia 2.2-4342 (F).

Also, if a USB Flash Drive is required it shall have proprietary information listed in separate documents on the Flash Drive, from the rest of the RFP and be clearly named as proprietary documents. If these requirements are not met then the vendor may be rejected for not complying. All other documents are subject to the Freedom of Information Act and open to public viewing.

Contract Period

A notice of award will be signed and publicly posted in the County/PSA of the Purchasing Office once this RFP has been awarded. The date on the notice of award will be when the RFP becomes effective (not date of service). **Please see page 7 for contract term.** 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.

RFP #22-08043-A269

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 assessed 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. (if applicable)

Contact for RFP

Please contact Keith Scott at kascott@henry.k12.va.us 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, 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 \$10,000 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# 22-08043-A269

SINCE BECOMING EFFECTIVE ON JULY 1, 2007, HENRY COUNTY HAS REQUIRED ALL VENDORS TO ABIDE BY THE FOLLOWING LEGISLATION.

CODE OF VA § 22.1 - 296.1

PROVIDES THAT AS A CONDITION OF AWARDED 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 VIOLENT FELONY SET FORTH IN THE DEFINITION OF BARRIER CRIME IN SUBSECTION A OF § 19.2 - 392.02; ANY OFFENSE INVOLVING THE SEXUAL MOLESTATION OR PHYSICAL OR SEXUAL ABUSE OR RAPE OF A CHILD; OR ANY CRIME OF MORAL TURPITUDE. 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 LEGISLATION CODE OF VA § 22.1 - 296.1.

_____ 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# 22-08043-A269 for Painting Services.

_____ 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
PAINTING SERVICES**

1.01 GENERAL

Henry County Public Schools invites proposals to provide on-call painting services for all our facilities and support buildings as needed.

1.02 DEFINITIONS

The following definitions shall be applicable throughout these specifications:

- A. SERVICE shall be defined as all work related to painting services as needed in our facilities. A list of facilities and addresses is provided in **Appendix A, School Addresses.**
- 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 September 1, 2022 through June 30, 2023, with an option to renew for up to four additional twelve month extensions by mutual consent of the contracting parties. After year one, the contract would run from July 1st through June 30th of the following year to align with our fiscal year. The school system intends to award the Proposal to vendor(s) to provide service to all locations. 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

Service shall commence on an as needed basis for small painting projects needed throughout our facilities. Mostly during breaks when students are not in the building. 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. late in the day, on weekends, etc.

1.06 SITE INVESTIGATION

As a requirement for submitting 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.

1.07 QUALIFICATIONS

The Contractor shall be licensed to perform painting services in Henry County. The Contractor shall obtain and pay for all licenses and permits from the appropriate governmental agencies/jurisdictional authorities as required by law in order to perform work in Henry County. The Contractor shall have a minimum of five consecutive years' experience serving comparable size customers.

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/ No Weapons policy while 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.

1.08 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.

Contractor shall take necessary precautions to protect facilities. 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 vehicles or equipment, 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.

1.09 ADDITIONAL SERVICES

The Contractor may be requested to provide additional services under this contract. 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 shall be available 24 hours a day 7 days a week to service district in the event of emergency. The Contractor shall provide telephone numbers for contact outside the normal workday.

1.10 PAYMENT

Invoices 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 upon completion of work. Invoices shall reference the purchase order number and itemize the work and cost by school.

1.11 SERVICE REQUIREMENTS

All workmanship shall be of the highest quality in conformance with these specifications, industry standards and shall meet the complete satisfaction of Owner. All work shall be in strict accordance with all federal, state and local laws.

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.

1.12 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. Completely sign and provide all pages of this RFP.
2. Description of Firm: Provide a description of the company, not to exceed two pages, providing years in business, its qualifications, number of employees, office location, etc....

3. Indicate the anticipated fee or rate structure.
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 from contracts within the past two (2) years. Use attached form.
6. Price: Complete and attach copies of all Proposal sheets.

Henry County Public Schools will evaluate proposals based on the following criteria with the assigned weight:

Indicated Fee Structure:	20%
Experience & Qualifications:	30%
Geographic Location	30%
References:	15%
Insurance:	5%

1.13 AWARD OF CONTRACT

The Owner shall engage in individual discussions and will interview Proposers deemed fully qualified, responsible and suitable on the basis of initial responses, and with competence to provide the required services. Interviews may be conducted in person or via conference call. Proposers shall be encouraged to elaborate on their qualifications, performance data, and expertise relevant to the proposed contract. Proprietary information from competing proposers (including any data on estimated man-hours or rates and the plan for accomplishing the scope of work) 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. At the conclusion of the informal interviews, on the basis of evaluation factors published in the Request for Proposal and all information developed in the selection process to this point, the Owner shall rank, in the order of preference, the interviewed proposers whose qualifications and proposed services are deemed most meritorious.

Negotiations shall then be conducted with the one or more of the top ranked Proposers to establish an acceptable memorandum of understanding (MOU). Contracts may be awarded to one or more top ranked Proposers agreeing to terms acceptable to the Owner. If unable to negotiate acceptable terms with any of the top ranked Proposers, the Owner shall formally terminate negotiations and proceed to conduct negotiations with the next highest ranked Proposer, and so on, until such contract(s) can be negotiated at fair and reasonable rates.

1.14 STATEMENT OF NEED

The Owner intends to secure an agreement with a contractor(s) for the purpose of establishing a pre-negotiated active contract to utilize when small painting projects arise. The goal of the RFP is to identify qualified contractors that are available to provide services at competitive prices and put into place a contract with contractors to call upon when needed. The selected contractor(s) will provide the following services to the school division:

The list below includes, but is not limited to the services to be provided by The Contractor:

The Contractor will supply all components necessary (Paint to be selected by Henry County Public Schools): to provide turn-key painting services as follows:

1. Contractor will be responsible for patching, plastering and prep work prior to painting.
2. Contractor will use only paint which is approved by the Owner.
3. Contractor will remove all light switch and receptacle covers and replace them after the finish coat is applied.
4. Contractor will remove and replace furniture as needed to complete the painting process. Contractor must cover all flooring with drop cloths or plastic to protect flooring and carpet.
5. Contractor is responsible for all materials required to complete the work.

The owner finishes may require painting of the following types:

1. Exterior painting
2. Interior painting
3. Textured finishing
5. Faux finishing
6. Multicolor interior finishing
7. Abrasion resistant coatings
8. High temperature resistant coatings
9. Chemical resistant coatings
10. Fire retardant coatings
13. Epoxy coatings
14. High build glazed coatings
15. Aggregate wall coatings
16. Steel coatings
17. Interior steel coatings
18. Exterior steel coatings
19. Concrete and masonry coatings
20. Cementations coatings
21. Interior cementations coatings
22. Exterior cementations coatings

Appendix A: School Addresses

Bassett High School

85 Riverside Drive
Bassett, VA 24055

Magna Vista High School

701 Magna Vista School Road
Ridgeway, VA 24148

Fieldale-Collinsville Middle School and Driving Range

645 Miles Road
Collinsville, VA 24078

Laurel Park Middle School

280 Laurel Park Avenue
Martinsville, VA 24112

Axton Elementary School and Records Building

1500 Axton Middle School Road
Axton, VA 24054

Carver Elementary School

220 Trott Circle
Martinsville, VA 24112

Campbell Court Elementary School

220 Campbell Court
Bassett, VA 24055

The Center for Community Learning

15 Primary School Road
Collinsville, VA 24078

Drewry Mason Elementary School

45 Drewry Mason School Road
Ridgeway, VA 24148

Meadow View Elementary School

740 Figsboro Rd.
Martinsville, VA. 24112

Mount Olivet Elementary School

255 Lancer Lane
Martinsville, VA 24112

Rich Acres Elementary School

400 Rich Acres School Road
Martinsville, VA 24112

Sanville Elementary School

19 Sanville School Road
Bassett, VA 24055

Stanleytown Elementary School

74 Edgewood Drive
Stanleytown, VA 24168

The Career Academy

340 Ridgedale Drive
Martinsville, VA 24112

School Bus Garage

191 Machinery Drive
Martinsville, VA. 24112

Proposals shall be binding for a period of 60 days.

Name of Firm _____

Address _____

Telephone Number _____

Contractor License Number _____

Signature of Authorized Representative of Firm _____

REFERENCE FORM

Name of Firm: _____

Proposer must provide three (3) references from contracts within the past two (2) years.

Reference #1: _____

Contact: _____

Address: _____

Phone: _____

Reference #2: _____

Contact: _____

Address: _____

Phone: _____

Reference #3: _____

Contact: _____

Address: _____

Phone: _____

**CERTIFICATION OF CONTRACTOR
(To be completed by the selected firm.)**

Full Name of Contractor: _____

As required by Section 22.1-296.1 of the Code of Virginia, the undersigned hereby certifies as follows:

- (i) that my employees have not been convicted of a felony or any offense involving the sexual molestation, physical or sexual abuse or rape of a child.

I further understand that if I make a materially false statement regarding any of the above offenses, I will be guilty of a Class 1 misdemeanor.

Date: _____

Signature of Contractor