

INVITATION FOR UNSEALED BID

Arlington Public Schools Purchasing Office

Invitation No. <u>16FY17</u>

Issue Date: August 18, 2016 Due prior to 10:00 A.M. Local Prevailing Time August 22, 2016

TITLE: TERM CONTRACT FOR PROVISION OF CEILING TILE

1.0 <u>PURPOSE</u>:

1.1 This Invitation for an Unsealed Bid hereinafter referred to as Bid, is being issued to establish a firm-fixed price term contract for the **PROVISION OF CEILING TILE** for all schools and departments of Arlington Public Schools, hereinafter referred to as APS, in accordance with the specification, term and conditions stated herein. The award, if made, will be made to the lowest responsible Bidder submitting the lowest responsive Bid for each line item.

2.0 <u>SUBMISSION OF BIDS:</u>

- 2.1 Bids must be submitted via eVA Quick Quotes, <u>https://eva.virginia.gov</u> and received **prior to 10:00 A.M. Local Prevailing Time on August 22, 2016.**
- 2.2 Any questions pertaining to this solicitation shall be directed to:

Kenneth Lawson, CPPB, VCO Buyer / Purchasing Office Telephone (703) 228-6193 <u>ken.lawson@apsva.us</u>



3.0 <u>REFERENCES AND BIDDER'S MINIMUM OUALIFICATIONS</u>

- 3.1 Bidders must have a minimum of three (3) years continuous experience, prior to the date of submission of their Bid, in the management and operation of a business engaged in providing CEILING TILE, and actually engaged in providing them to commercial or industrial accounts under contract.
- 3.2 Bidders must provide with their Bid a list of five (5) commercial or industrial references for work of a similar nature (similar dollar value projects) performed under a contract and which clearly demonstrate the firm's ability to successfully perform under this contract. References must be within the last three (3) years. Please verify the names, addresses, phone numbers and email addresses prior to submitting them as references.

4.0 <u>SPECIFICATIONS:</u>

- 4.1 All material shall be new, AS SPECIFIED with no substitutions. Price is to include all delivery and handling charges.
 - 4.1.1 Armstrong Fissured # 755, 24 x 48 x 5/8" ninety-six (96) square feet per carton, lay in ceiling tile.
 - 4.1.2 Armstrong Armatuff # 860, 24 x 48 x 3/4" sixty-four (64) square feet per carton, lay in ceiling tile.
- 4.2 Total spend for these items in FY16 was \$14,681.39 and the smallest order placed was for \$586.44.
- 4.3 Orders will be placed on an as needed basis. There is no guarantee that any orders will be placed.
- 4.4 Unit Pricing is to remain fixed during the period of contract.

5.0 **PERSONNEL:**

- 5.1 If any of the Contractor's employees working on the contract appear to the APS Assistant Director of Maintenance to be incompetent or to act in a disorderly or improper manner, such person shall be removed immediately on the request of the Assistant Director of Maintenance, and shall not again be re-employed on APS projects except on written consent of the Assistant Director of Maintenance.
 - 5.2.1 Alcoholic beverages and illegal drugs are prohibited on APS property. Possession of any of these items on the job site by a Contractor's employee will result in immediate removal of the individual from the site.
 - 5.2.2 The use of tobacco is prohibited on APS property by anyone at any time.
- 5.3 When entering any APS building, the Contractors' employees shall have picture identification. Identification shall include employees photograph, name and name of employer. The Contractor's employees are required to check-in at each location with the Main Office or the Building Manager when reporting to the work site. Prior to leaving a site, the Contractor's employees will also be required to check-out with the Main Office and/or the Assistant Director of Maintenance.
- 5.4 A contractor's vehicle parked at an APS site other than in a parking space or at on-street parking will be clearly labeled with the contractor's name.

6.0 <u>GENERAL INSURANCE REOUIREMENTS:</u>

- 6.1 The Contractor shall provide a Certificate of Insurance to the Purchasing Agent indicating that the Contractor has in force the coverage below prior to the start of any work under the contract and agrees to maintain such insurance until the completion of the contract. All required insurance coverage's must be acquired from insurers authorized to do business in the Commonwealth of Virginia and acceptable to APS. The minimum insurance coverage shall be:
 - 6.1.1 Workers Compensation Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employers liability at the state statutory limits. APS will not accept W/C coverage issued by the Injured Worker's Insurance Fund of Towson, Maryland.
 - 6.1.2 Commercial General Liability \$1,000,000 general aggregate covering all premises and operations and including Personal Injury, completed Operations, Contractual Liability, Independent Contractors, and Products Liability. The general aggregate limit shall apply to this project. Evidence of Contractual Liability coverage shall be typed on the certificate.

- 6.1.3 Additional Insured Arlington County School Board shall be named as an additional insured in the Contractor's Commercial General Liability policy; evidence of the Additional Insured endorsement shall be typed on a separate insurance company issued endorsement.
- 6.1.4 Cancellation The Contractor is required to provide notice on non-renewal, cancellation, or material change in coverage to the APS Purchasing Office at least thirty (30) days prior to any such change taking place.
- 6.1.5 Contract Identification The insurance certificate shall state contract number and title.
- 6.1.6 Business Automobile Liability \$1,000,000 Combined Single Limit (Owned, non-owned and hired).
- 6.2 The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work, until final acceptance of the work by APS.
- 6.3 No acceptance or approval of any insurance by APS shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon the Contractor by the provisions of the Contract Documents.
- 6.4 The Contractor shall be responsible for the work performed under the contract documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the work.
- 6.5 The Contractor shall be as fully responsible to APS for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

7.0 <u>CONTRACT AWARD</u>

APS will make the award to the responsible bidder(s) who provide the lowest responsive price for each line item.

8.0 <u>CONTRACTOR CERTIFICATION REGARDING CRIMINAL CONVICTIONS:</u>

- 8.1 As a condition of awarding a contract for the provision of Work that require the Contractor or his employees to have direct contact with students on school property during regular school hours or during school- sponsored activities, the Arlington School Board shall require the Contractor to provide certification that all persons who will provide such services have not (i) been convicted of a felony or of any offense involving the sexual molestation or physical or sexual abuse or rape of a child; (ii), as more particularly set forth in Va. Code Ann. Section 18.2-370.4 no person shall perform any part of the Work on the property of an existing elementary or secondary school who has been convicted of rape, forcible sodomy or object sexual penetration, all of a child under 13, during the commission of abduction, in the course of entering a dwelling with intent to commit murder, rape, robbery, arson, larceny, assault and battery, or any felony, or of aggravated malicious wounding; and (iii) as more particularly set forth in Va. Code Ann. Section 18.2-370.5, no person shall perform any part of the Work on the property of an existing elementary or secondary school hours or during school-related or school sponsored activities who has been convicted of a sexually violent offense. The Contractor certification covers its employees, its Subcontractors and the employees thereof.
- 8.2 The Contractor certification shall also cover its employees, its Subcontractors and employees thereof, assigned to the Work after Contract award. The Contractor, upon demand from APS, shall provide all information which allowed for the Contractor's certification.

8.3 The Contractor shall submit to APS a completed Contractor Certification Regarding Criminal Convictions on the form provided by APS. (see Attachment A)

9.0 <u>DELIVERY:</u>

Delivery is to be made to the Facilities and Operations Department, 2770 South Taylor Street, Arlington VA. 22206 on an as needed basis. There is no guarantee that any orders will be placed. Delivery of Item 1 must be made within three (3) days After Receipt of a valid Purchase Order. Delivery of Item 2 must be made within fifteen (15) days After Receipt of a valid Purchase Order.

10. PERIOD OF CONTRACT AND RENEWALS:

The period of this contract shall be from DATE OF AWARD, through August 31, 2017 with no renewal period. No price increases will be granted during this period.





CONTRACTOR CERTIFICATION REGARDING CRIMINAL CONVICTIONS

This form must be completed by an authorized official for any organization contracting to provide services under a contract with the Arlington Public Schools or any of its schools or departments, or any subcontractor under such contractor.

The completed form from the Contractor is a condition precedent to the award of the Contract.

As the official authorized to enter into this Contract on behalf of my organization, I certify that:

- 1. No employee of the organization who will have direct contact with students on school property during regular school hours or during school-sponsored activities during the performance of this Contract has been convicted of a felony or of any offense involving the sexual molestation, physical or sexual abuse or rape of a child; and
- 2. As more particularly set forth in Virginia Code Ann. Section 18.2-370.4, no employee who has been convicted of rape, forcible sodomy or object sexual penetration, all of a child under 13, during the commission of abduction, in the course of entering a dwelling with intent to commit murder, rape, robbery, arson, larceny, assault and battery, or any felony, or of aggravated malicious wounding will enter upon the property of an existing elementary or secondary school in the performance of the Work; and
- 3. As more particularly set forth in Virginia Code Ann. Section 18.2-370.5, no employee who has been convicted of a sexually violent crime shall enter upon the property of any existing elementary or secondary school during school hours or during school-related or school sponsored activities in the performance of the Work.

I understand that a materially false statement regarding this certification is a Class 1 misdemeanor and that conviction of such misdemeanor shall result in the revocation of this Contract and of any related license that I may hold. I declare under penalty of perjury that the foregoing statements are true and correct.

Name of Firm	Signature
Address of Firm	Name and Title (please type or print)
Telephone	Date