

**REQUEST FOR PROPOSALS
EPOXY FLOOR REPLACEMENT at
AVONDALE FIRE COMPANY
RFP-AFC-23-001**

Dated: January 17, 2023

The Avondale Fire Company (AFC) is soliciting for sealed proposals from qualified proposers for an epoxy floor replacement at Avondale Fire Company located at 23 Firehouse Way, Avondale, PA 19311.

Proposals for Epoxy Replacement as specified in the specifications will be received by AFC **via email ONLY** (trustees@afc23.org) until exactly **3:00 P.M. Local Time, Wednesday, March 1st, 2023.**

Site Visit

There will be a voluntary site visit to be held on **Thursday, February 2 beginning at 10:30AM with the building available until approximately 2:00pm** to provide contractors the opportunity to become familiar with the premises specified and provide a forum for questions/answers about the work to be performed according to the contract and specifications. Attendance at the walk-through is not mandatory in order to submit a proposal, however this will be the only time potential vendors will be able to view the bay areas.

All correspondence or inquiries from interested firms regarding this proposal shall be directed to the building Trustees via email at trustees@afc23.org.

THE AVONDALE FIRE COMPANY RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS.

All information requested herein must be submitted with the proposal prior to the due date. Failure to do so may result in rejection of the proposal as non-responsive and/or incomplete. AFC reserves the right to postpone the due date for its own convenience. Proposals are considered received when in the possession of the Trustees at the due date and time.

The submission of a proposal hereunder shall be considered evidence that the proposer is satisfied with respect to the conditions to be encountered, and the character, quantity, and quality of the work to be performed. Any deviation from the specifications must be noted on the proposal. Failure to complete every space on the specification form may disqualify the proposal.

DEFINITIONS

1. Company or AFC shall refer to Avondale Fire Company.
2. Service Company, Vendor, Contractor, Firm or Proposer shall refer to the company providing a proposal, quote, or bid for the work outlined in the specifications.
3. RFP refers to Request for Proposal

SCOPE OF WORK

The Avondale Fire Company is accepting proposals from qualified proposers to replace the epoxy floor in the bay areas of the firehouse. The scope includes, but is not limited to, the removal of the existing epoxy floor, making any necessary repairs, preparing the floor, installing a new epoxy floor, and sealing the epoxy floor.

This RFP is seeking proposals from qualified vendors with expertise in concrete floor finishing and repairs to provide a solution to replace the existing epoxy floor and make all necessary repairs before prepping the bays for a new epoxy floor, at a best value to the Company, based upon evaluation factors listed in the solicitation. The proposed solution should include, but is not limited to, all labor, services, products, equipment, materials, and coordination needed in order to provide the best solution for the new epoxy floor in the bay area. The Company is seeking the services of a qualified contractor experienced in the project components to perform the services needed to complete this project in a professional, cost effective, and timely manner.

Overview

The building contains the administrative offices, communication operations, and emergency vehicles for the Fire Company. The Fire Apparatus and Emergency Medical vehicles park inside the bay area. Due to the heavy equipment and age, the epoxy floor in the bay area is deteriorating. The Company has budgeted to replace the epoxy flooring at the station.

Replacement Location:

23 Firehouse Way, Avondale, PA 19311.

Specifications

The Avondale Fire Company is seeking vendors who can remove the existing epoxy floor, make necessary repairs, and install a three (3) coat epoxy system with high-wear urethane to protect the concrete in the bay area of the station.

The Company is seeking proposals that detail the contractor's process and materials used for preparing the floor, including the patching of all joints, cracks and holes; applying a primer; and applying a topcoat. The Company is seeking the final product to be a high-wear material and be slip-resistant.

The Company is requesting the epoxy floors be three colors; one for the main walkway areas, one in the designated parking areas, and a barrier color between the two.

The installation proposed must be in accordance with manufacturer's instructions and result in a long-term finish that does not interfere with the existing drainage patterns and cross slopes. The repairs must also be durable and able to withstand heavy vehicular loading, varying temperature conditions, heavy salt exposure, and periodic cleaning.

The scope of work for this solicitation is estimated at about 8,640 square feet.

- Ambulance bay: Approx. 1,700
- Engine bay: Approx. 6,250
- Gear room: Approx. 690

The contractor is responsible for calculating the actual area of the work. Refer to the Attachments at the end of this document which outlines the apparatus bay area receiving the floor application.

The timeframe for this project is anticipated to be **completed by July 1, 2023**.

The awarded vendor must coordinate with the Trustees to schedule the project in order to cause the least amount disturbance to the daily activities at the fire station.

The station will be open and working 24 hours per day and will be responding to emergencies during all scheduled renovations.

Outlined within this information are the requirements governing the performance and qualifications of the contractor. The contractor should use this information as a guide to understand the outcome of the project and the quality of work the Company seeks.

INSTRUCTIONS TO PROPOSERS

The Proposer shall:

1. Provide all labor, materials, and equipment to successfully complete the work proposed.
2. Provide extensive details to their solution, including any materials, manufacturer information, and manufacturer part numbers for products required to complete the work proposed.
3. Attach to their proposal, for each chemical product offered, the following documents and/or information which will be incorporated as part of any subsequent term contract:
 - a) Safety Data Sheet (SDS)
 - b) Product data sheet/product technical specifications
 - c) When not included in the above, and where applicable, the Company requires product application information, concentration and dilution data, user instructions, special properties data, and product storage and shelf-life information.
4. Provide SDS sheets for all chemicals to be used in the performance of the scope of work to the Company's Authorized Representative, or his designee, for approval prior to commencement of work.
5. Apply for, pay for, and obtain all required permits for the successful completion of this contract.
6. Shall not unload, move, hoist, and/or store material or equipment, so as to interfere with normal use of facilities and/or driveways, sidewalks, or building entrances and emergencies, except with prior written authorization by the Company.
7. Not perform weekend work without prior written approval by the Company. Available work hours are Monday through Friday from 7:00 a.m. to 3:30 p.m.
8. Perform clean-ups of his work area daily to remove debris from that day's work. At the completion of the work, the Proposer shall remove all equipment, surplus material, rubbish and debris, etc., from the premises. All surfaces involved in the Work shall be cleaned and made ready for use. Proposer shall remove all rubbish and debris from Company's property and legally dispose of it.
9. Ensure no epoxy is applied to any floor grate that would impede removal of the grates.
10. Awarded Proposer to provide two (2) gallons of touch up material for the Company to utilize in the future.

11. All work shall be scheduled, performed, and staged in a manner that will provide the least amount of disruption to Company operations.
12. All work shall be done in compliance with all applicable local, State and Federal laws, rules, regulations, zoning ordinances and building codes, as well as O.S.H.A. guidelines and Americans with Disabilities Act in effect at the time of the project.
13. Take all necessary measures to prevent damage to other areas of the buildings, grounds, and utilities adjacent to his Work. Should damage occur as a result of the Proposer's Work, the Proposer is responsible for the repair and/or replacement of the damaged area. Otherwise, the Company shall repair and/or replace the damaged area and charge the Proposer or deduct the amount from the Proposer's payment.
14. Store his materials, supplies, and equipment in a neat and orderly manner so as not to unduly interfere with the progress of his Work, the Work of other Contractors, or the operations of the Company.
15. Proposer is responsible for the storage and security of their equipment and materials and that of their sub-contractors. Location of material and equipment storage, vehicle parking, and staging areas shall be established only after approval by the Department.
16. Bonds (if required), proper insurance, and W-9 form are required from the awarded contractor prior to the Company signing the contract.
17. Proposals shall be in accordance with the Purchasing Ordinance and the requirements of this notice in order to be deemed "responsive."
18. Proposal Form and Vendor Questionnaire must be completed entirely and submitted with Proposal. Proposal shall be in conformance with and subject to the Request for Proposals.
19. All licenses required by the Commonwealth of Pennsylvania and/or Avondale Borough, which are necessary to perform this Contract, must be obtained prior to the award of contract.

PROPOSER QUALIFICATIONS

The Proposer shall:

1. Provide financial statements, if requested by the Company.
2. Provide a history of your firm, list corporate officers, general experience, and capabilities.
3. Provide a description of any current projects, and the last five (5) projects your firm has completed, that are similar in scope to this project, including costs.
4. Provide a report of current workload and status.

SITE VISIT

There will be a voluntary pre-proposal site visit on **Thursday, February 2 beginning at 10:30AM with the building available until approximately 2:00pm**. Attendance is not mandatory; however, the **awarded contractor will be responsible for verifying any measurements prior to ordering any material for the project**. Any material ordered in error will be the responsibility of the Contractor. It is recommended that each proposer shall examine the Request for Proposals documents and attend the pre-proposal site visit as it is the only time available to view the actual site.

Each proposer shall fully understand the existing conditions and limitations under which the work is to be performed prior to submitting a proposal. The proposal shall include the sum cost to cover the items necessary to perform the work as set forth in the Request for Proposals

documents. No allowance will be made to a proposer because of lack of such examination or knowledge.

In order to receive consideration, make proposals in strict accordance with the following:

1. No proposal will be considered unless it is made in accordance with the instructions to proposers, general conditions, and other documents, as provided.
2. Proposals must be submitted using the forms provided, properly signed, and with all information provided.
3. No faxed proposals will be considered for this solicitation.
4. No late proposals will be accepted.
5. The Company reserves the right to postpone a due date for its own convenience.
6. Only properly identified proposals received on time will be evaluated.

WITHDRAWAL OF BIDS

- A. A proposer may withdraw his proposal, either personally or by written request, at any time prior to the due date.
- B. No proposer may withdraw his proposal for a period of one hundred twenty (120) calendar days after the due date.

AVONDALE FIRE COMPANY'S (OWNER'S) RIGHT

- A. The Avondale Fire Company reserves the right to reject any or all proposals submitted and to waive any informality and irregularity in the proposals.
- B. The Avondale Fire Company reserves the right to award the contract in its best interests.
- C. The Avondale Fire Company reserves the right to accept alternates in any order or combination on the basis of the sum of the base proposal and the alternates accepted.

TAXES

- A. The Avondale Fire Company is exempt from Pennsylvania Sales and Federal Excise taxes. A tax exemption certificate will be provided if requested.
- B. All proposals in original contract work, and for all other work thereunder, shall include all applicable taxes, including social security, Medicare, unemployment, except real property taxes on the site.
- C. Proposal shall also include all premiums, assessments, and other like payments, charges, and costs incidental to the work covered by the Contract Documents.

PERFORMANCE AND PAYMENT BONDS

For Proposals over \$50,000, performance and payment bonds shall be required. The successful proposer shall furnish surety bonds with sureties acceptable to the Company within ten (10) days of the issuance of the Notice of Award.

A. Performance Bond

The Contractor, as Principal, shall furnish a surety bond in a form acceptable to the Avondale Fire Company in an amount not less than one hundred (100%) percent of the contract amount as security for faithful performance of this contract. The Avondale Fire Company shall be Obligee under said bond. The bond shall guarantee the faithful performance and shall indemnify and hold harmless the Obligee from all costs and damages by reason of the Principal's failure to perform

in accordance with the contract provisions. The contract, by reference, shall be an integral part of the bond. Said bond shall be with a surety licensed and admitted to do business in the Commonwealth of Pennsylvania. The Surety Company executing the bond must be acceptable to the Company and must provide a bond number in the designated area of the bond form.

B. Payment Bond

The Contractor, as Principal, shall furnish a surety bond in a form acceptable to the Avondale Fire Company in an amount not less than one hundred (100%) percent of the contract amount as security for the prompt payment to all persons supplying labor and material in the performance of all work under said contract, and any and all authorized modifications under this contract. The contract, by reference, shall be an integral part of this bond. Said bond shall be with a surety licensed and admitted to do business in the Commonwealth of Pennsylvania. The Surety Company executing the bond must be acceptable to the Company and must provide a bond number in the designated area of the bond form.

PAYMENT TERMS

The awarded Contractor shall be required to submit an authentic, accurate, and itemized invoice for the work completed. Appropriate documentation shall be submitted with the invoice to provide sufficient information should a discrepancy be discovered. Payments shall be approved by the Authorized Representative or his designee. Partial payments are not authorized on individual written purchase orders issued for this procurement. No payment shall be considered as acceptance of the work, or any portion thereof, prior to final completion of the work and final payment at the completion of the project. Payment will be net 30 days upon receipt and approval of the invoice.

GENERAL CONDITIONS

The Company is not required to accept the lowest proposal in all or in part. The proposal award will not be based solely upon cost but will be evaluated based upon criteria formulated around the most important features of the services, of which qualifications, experience, work plan, comparable projects, references, and capacity, may be overriding factors. Award will be made based on the proposal that is most advantageous to the Avondale Fire Company.

The Avondale Fire Company reserves the right to split or abstract any or all proposals and award one or multiple contracts from the same proposal, based on price, availability and service, qualifications and experience of contractor, comparable projects and references, when in its judgment it best serves the Company.

For problems or deficiencies of significant importance or continual nature, a time period of compliance shall be established after discussion and mutual agreement. Failure of the Proposer to correct the deficiencies within the time period agreed upon, shall constitute cause for termination of the services and/or withholding of payment.

Any significant explanation desired by a proposer regarding the meaning or interpretation of the Request for Proposals must be requested with sufficient time to allow for a reply to reach all prospective proposers before the submission of their proposals. Any information given to a prospective proposer concerning the Request for Proposals will be furnished to all prospective

proposers as an amendment or an addendum to the Request for Proposals if such information would be of significance to uninformed proposers. The Company shall make the sole determination as to the significance to uninformed proposers.

The Company may modify the Request for Proposals prior to the deadline for submission by issuance of addendum. It shall be proposer's responsibility to make inquiry as to the changes or addenda issued. All such changes or addenda shall become a part of the contract and all proposers shall be bound by such changes or addenda. Addendums will be posted on the AFC23 website.

INSURANCE CERTIFICATE

The Contractor shall not commence work until he has obtained and delivered to the Avondale Fire Company the Certificate of Insurance required under this paragraph. All insurance carriers must be acceptable to the Company and licensed and admitted to do business in the Commonwealth of Pennsylvania. Certificate of Insurance and required endorsements shall be sent electronically to the Avondale Fire Company to the attention of the Trustees at the following email address: trustees@afc23.org.

A new Certificate of Insurance shall be provided to the Company each renewal until project completion. Failure of the contractor to maintain the required insurance shall be grounds for contract cancellation.

- 1. Commercial General Liability Insurance:** The Contractor shall procure and maintain during the life of the blanket purchase order/contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
- 2. Motor Vehicle Liability:** The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance of not less than \$500,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- 3. Umbrella Liability Insurance:** The Contractor shall procure and maintain during the life of this contract, Umbrella Liability Insurance with limits of liability of not less than \$1,000,000 per occurrence.
- 4. Workers' Compensation Insurance:** The Contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including employers' liability coverage, in accordance with all applicable statutes of the Commonwealth of Pennsylvania.
- 5. Additional Insured:** Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating: "It is understood and agreed that the following shall be Additional Insureds: the Avondale Fire Company, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to the

Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess.”

6. Cancellation Notice: Workers’ Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: “Should any of the above-described policies be canceled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the certificate holder.”

7. Proof of Insurance Coverage: The Contractor shall provide the Avondale Fire Company, at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested. If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to the Avondale Fire Company at least ten (10) days prior to the expiration date.

HOLD HARMLESS

To the fullest extent permitted by law, the Proposer agrees to defend, pay on behalf of, indemnify and hold harmless the Avondale Fire Company, its elected and appointed officials, employees, volunteers, and others working on behalf of the Avondale Fire Company, against any and all claims, demands, suits, or loss, including all costs and attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the Avondale Fire Company, its elected and appointed officials, employees, volunteers or others working on behalf of the Avondale Fire Department by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with the contract.

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PROPOSAL FORM

Proposers are to complete the following section detailing their recommendations for the best solution to the concrete floor application that will meet the needs of the Company as detailed in this solicitation.

Proposers must itemize the proposed flooring application and include any labor rates (hourly), estimated hours to complete the project, all materials required including any manufacturer, manufacturer part numbers, quantities, unit costs, and any other additional materials needed for the proposed application. Proposers may submit additional pages if needed. In the space below and on inserted additional pages (if needed), explain in detail your proposed solution to meet the requirement stated above.

Base Pricing

Fire Station – Epoxy Floor Replacement

The Avondale Fire Company is seeking a contractor who can provide an epoxy floor replacement in the bay areas of the fire station. The scope includes removing the existing floor, repairing where necessary, and installing a new epoxy floor with sealer that will retain the existing drainage patterns and cross slopes. The repairs must also be durable and able to withstand heavy vehicular loading, varying temperature conditions, heavy salt exposure, and periodic cleaning.

The approximate area of the scope of work is estimated in Attachment 1 – Fire Station 1 Apparatus Bay Measurement. The contractor is responsible for calculating the actual area of the work; however, the square footage may be adjusted based on budgetary limitations.

Proposed Solution including a detailed work plan for the epoxy floor application:

Provide Hourly Rate of each employee assigned to the work, their classification, **and** number of hours to complete this application:

Provide estimated time for completion (hours per day; number of days):

Provide listing and description of all materials necessary to complete the proposed solution including manufacturer and manufacturer's part number: (Submit additional pages, if necessary)

Total Lump Sum Cost for epoxy floor replacement at Avondale Fire Company, as specified in the solicitation. This lump sum pricing must include all costs including, but not limited to, labor, materials, and equipment necessary to complete the project as specified.

Total lump sum cost: \$ _____

VENDOR QUESTIONNAIRE

The following pages include a vendor questionnaire to be completed and submitted with your proposal. Each item must be completed with a response. Proposers not responding to all of the specifications or questions may be classified as unresponsive. Supplemental information may be attached.

Firm Name: _____

Address: _____

City/State/Zip Code: _____

Telephone Number: _____

Fax Number: _____

E-mail Address: _____

Year Firm Established: _____ Years in Business: _____

Type of Organization: (Circle One)

A. Individual

B. Partnership

C. Corporation

D. Joint Venture

E. Other (Provide Type): _____

How many years has your company been providing construction services? Provide firm history including general experience and capabilities.

Provide a list of five (5) current or completed projects your firm has performed that are similar in scope to this project (include municipal work). Provide type of project, contact name, company name, address, phone number, and email address.

How many employees does your company employ?

A. Full-time employees: _____

B. Part-time employees: _____

What is the status of your current workload?

Describe the resources you are capable of bringing to the Avondale Fire Company. Submit brief staff profiles to be assigned to this project.

Will subcontractors be utilized for this contract? If so, provide a list of potential subcontractors.

Have you been involved in or has a Commonwealth of Pennsylvania Building Complaint ever been filed against your company, owner of the company or personnel to be assigned to this project? If yes, explain:

Have you been involved in any litigation during the past five (5) years? If yes, explain:

Provide Warranty information on all materials/products.

Provide Warranty information on all services provided by your company.

The Avondale Fire Company prefers to issue payment through check transaction. Please indicate payment method to be utilized for this engagement.

- _____ Check – Payment minimally sixty (60) days from receipt of invoice
- _____ ACH – Payment forty-five (45) days from receipt of invoice
- _____ Credit Card – Payment twenty (20) days from receipt of invoice (N/A for jobs over \$20,000)

Can you meet the insurance requirements? Yes_____ No_____

Specify any exceptions, substitutions, or deviations from the specifications provided herein. **ALL** exceptions to these specifications must be clearly and fully explained.

The undersigned Proposer hereby declares that he/she has carefully examined the general conditions and specifications and will provide proposed services, as described herein, for the price set forth in this proposal. Any change to the specifications and its impact on the final cost will be discussed and mutually agreed upon before the delivery of the services. It is understood that all prices proposed shall remain in effect for at least one hundred twenty (120) days from the proposal due date to allow for the award and that, if chosen the awarded contractor, the prices will remain firm through invoice.

The Proposer affirms that he/she is duly authorized to execute this proposal, that this company, corporation, firm, partnership, or individual has not prepared this proposal in collusion with any

other proposer, and that the contents of this proposal as to prices, terms, or conditions have not been communicated by the undersigned, nor by any employee or agent, to any competitor, and will not be prior to the award, and the proposer has full authority to execute any resulting contract awarded as the result of, or on the basis of, the proposal.

By submission of a proposal, the Proposer agrees that at the time of submittal, he/she: (1) Has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Proposer's services; and, (2) Has no benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" shall include holding or retaining membership or employment on a board, elected office, department, division, bureau, or committee sanctioned by and/or governed by the Avondale Fire Company. Proposers shall identify any interests, and the individuals involved, on separate paper with the response, and shall understand that the Company, at its discretion, may reject their proposal.

The submission of a proposal hereunder shall be considered evidence that the Proposer is satisfied with respect to the conditions to be encountered and the character, quantity and quality of the work to be performed.

Firm Name: _____
Representative's Name: _____
Title: _____
Signature: _____
Representative's Phone #: _____ Email: _____
Dated: _____