

**Park City Fire Service District
Request for Proposal (RFP) #11-01
Floor Covering Services for Fire Station**

I. PURPOSE

This Request for Proposal (RFP) by the Park City Fire Service District (PCFSD) invites written proposals from qualified contractors for floor covering services.

The PCFSD is constructing a fire station for use by PCFSD personnel and emergency personnel. It is the intent of this RFP to engage a qualified contractor to perform floor covering work for the new fire station. This will include purchasing of flooring materials, floor preparation, adhesives, freight, all miscellaneous transition strips and installation. Please have bids itemized, showing the cost for each item.

The PCFSD will select the contractor that most closely, in their opinion, meets the needs of the work being requested. There is no requirement for acceptance based on the lowest cost offered. Specific requirements may be waived or amended at the discretion of the PCFSD.

II. INSTRUCTIONS TO BIDDERS

- A.** This procurement shall be conducted in accordance with the competitive bidding procedures of the Park City Fire Service District.
- B.** Bid documents (CD) can be obtained from either:
 - 1. Mont Cooper - Technical Services Officer
Park City Fire Service District
736 West Bitner Road
Park City, UT 84098
(435) 940-2506
E-mail: mcooper@pcfd.org
 - 2. PCFSD website at www.pcfcd.org
- C.** Three (3) copies of proposals shall be submitted to:
Mont Cooper, Technical Services Officer
Park City Fire District
736 West Bitner Road
P.O. Box 980010
Park City, Utah 84098

- D. All responses to inquiries will be in writing and will be provided to all prospective bidders who have received an RFP from the PCFSD. Questions from bidders must be received by the PCFSD by noon (12:00 PM) on Tuesday, September 13, 2011, in order to ensure that the answers can be sent and received by the prospective bidders for their consideration prior to the date proposals are due.
- E. All Proposals must be in a sealed envelope and clearly marked: "Sealed Proposal, RFP #11-01, for PCFSD Fire Station – Floor Covering Bid." Proposals shall clearly indicate the legal name, address, and telephone number of the offeror (company, firm, partnership, individual). All Proposals shall be received by 2:00 p.m., September 13, 2011. The bidder has the sole responsibility to have the proposal received by the PCFSD at the above address and by the above-stated time and date.
- F. PCFSD is not responsible for proposals that are received late due to delays in delivery by any source. Faxed proposals will not be accepted. PCFSD reserves the right to reject any and/or all proposals, to waive any informality of any proposal, and to select the proposal which in the opinion of PCFSD provides the best product, warranty, and service for PCFSD.
- G. The bidder must submit a proposal, which demonstrates and provides evidence that the bidder has the equipment, capabilities, professional expertise, and experience to provide the services described in this RFP.
- H. As a guideline, the PCFSD anticipates the following timetable for selection of a Contractor.

Date Activity/Event

August 25, 2011	Request For Proposal Issued
September 8, 2011	Deadline for Questions is 12:00 noon
September 13, 2011	Proposals Due Prior to 2:00 p.m. Deadline
September 14, 2011	Proposals Opened and Reviewed
September 15, 2011	Notify Bidder(s) to be interviewed (if necessary)
September 15, 2011	Selection of Proposal by PCFSD

III. PROPOSAL REQUIREMENTS

- A. Proposals shall provide information necessary for PCFSD to evaluate the proposed work to provide floor covering services for the fire station.

- B.** The proposal should clearly describe the floor covering services required for the fire station and related services being offered, specifying where it meets, exceeds, or does not comply with the general requirements outlined in the bid documents. Each proposal should include the following information and documentation:
1. Name, address, telephone number of the contractor.
 2. Number of years in business.
 3. List of five large scale flooring projects.
 4. Name of individual to contact for additional information.
 5. Photos, drawings, and other descriptive information of the floor covering work being offered.
 6. Warranty certificates and information.
 7. Maintenance and service information.
 8. References: Provide the names, addresses, and phone numbers of five (5) individuals for whom you have done similar work for in the past two (2) years.
 9. Any other information, which would assist in the evaluation of the proposal being submitted.
- C.** Offerors shall provide pertinent technical data documenting compliance and/or equivalence with quality, features, functions, and performance. The PCFSD reserves the right to obtain technical data, request clarification, and set time limits for response when deemed necessary.
- D.** Each of the three (3) requested copies of the proposal shall include all requested information and descriptive literature.
- E.** Offeror shall identify service resources for the floor covering services for the fire station. Evidence of dedicated resources shall be included in the offeror's proposal. No contract will be awarded to any contractor who, as determined by the PCFSD, is not qualified to perform satisfactorily in the service and repairs of such work.
- F.** Proposals must include pricing.

IV. PROPOSAL EVALUATION CRITERIA

- A.** A committee of qualified individuals established by the PCFSD will evaluate each proposal. The evaluation criteria will be utilized to rate each proposal to determine the responsiveness to the requirements of this RFP. The evaluation criteria shall include, but are not necessarily limited to:
1. Compliance of proposed work with the RFP and bid documents.
 2. Performance record and demonstrated ability (based on references) to work with a governmental organization to provide the requested work for the fire station and meet delivery schedules.
 3. Quality of the content of the proposal and responsiveness to requirements set forth in RFP.
 4. The sufficiency of financial resources of the offeror to provide work for the fire station and complete the contract, and to provide future warranty and maintenance services.
 5. The highest rated qualifying offeror(s) may be selected to make presentations and answer questions regarding their proposed services. These discussions shall be with those offerors deemed fully qualified and best suited among those submitting proposals on the basis of the factors listed above. Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the Technical Services Officer shall notify the offeror, which has been deemed to have made the best proposal and shall recommend award of a contract to that offeror. Should the Technical Services Officer and Selection Committee determine that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The Park City Fire Service District reserves the right to reject any or all proposals.

V. TERMS AND CONDITIONS

- A.** RFP Proposal and Clarification: The PCFSD reserves the right to request clarification of information submitted and to request additional information of one or more offerors. Each offeror shall examine the Request for Proposal documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions, or requests concerning interpretation, clarification, or additional information pertaining to the Request for Proposal shall be made in writing to the PCFSD Technical Services Officer. The PCFSD shall not be responsible for oral interpretations given by any employee, representative, or others. The issuance of a written addendum signed by the PCFSD is the only official method whereby interpretation, clarification, or additional information can be given. The PCFSD will provide electronically or by mail to all official RFP holders any addenda, which are issued to this Request for Proposal. Official RFP holders are those who obtain an RFP from the PCFSD Technical Services Officer.

- B.** Proposal Withdrawal: Any proposal may be withdrawn up until the time set above for the opening of the proposal. Any proposals not so withdrawn shall constitute an irrevocable offer for a period of 120 days to provide to the PCFSD.
- C.** Contract Award: The PCFSD reserves the right to accept or reject any or all proposals, to waive irregularities and technicalities, and to request re-submission or additional information. The PCFSD reserves the right to award the contract to the most responsible and responsive offeror, resulting in a negotiated agreement which is most advantageous to and in the best interest of the PCFSD. The PCFSD shall be the sole judge of the proposal and the resulting negotiated agreement that is in the public interest, and the decision of the PCFSD shall be final.
- D.** Contract Forms RFP #11-01: The contract entered into by the PCFSD and the contractor shall consist of this Request for Proposal, any addendum issued, the proposal submitted by the contractor, PCFSD Standard Form of Agreement, and any approved change orders issued, all of which shall be referred to collectively as the Contract Documents.
- E.** Period of Contract Performance and Contract Completion Date: The maximum delivery time for the footing, foundation, and site work for the fire training simulator including manufacturing, testing, and delivery shall be that date as specified through contract negotiations, and such date shall be set as the contract completion date.
- F.** Liquidated Damages: Should the contractor fail to deliver the footing, foundation, and site work for the fire training simulator complete in all respects in the time specified in the Contract Documents, the contractor shall reimburse the PCFSD for the additional expense and damage for each calendar day, Sundays and legal holidays excluded, that the contract remains uncompleted after the contract completion date. The amount of such additional expense and damage incurred by reason of failure to complete the contract is the per diem rate of \$100.00. Such liquidated damages are in addition to any other ascertainable damages allowable by law, which the PCFSD sustains for the contractor's breach of the contract. The PCFSD shall have the right to deduct liquidated damages or other such damages from any amount due, or that may become due the contractor, or the amount of such damages shall be due and collectable from the contractor or his surety.
- G.** Owner's Right to Inspect: The owner reserves the right to inspect any portion of the work, with the understanding that such inspection shall not constitute acceptance of the work in whole or part of any work performed under the contract.
- H.** Tax Exemption: The Park City Fire Service District, as a political subdivision of the State of Utah, is exempt from any federal excise tax and Utah sales and use tax. The PCFSD tax identification number can be obtained by contacting the PCFSD Chief Financial Officer.

- I. Termination for Convenience: The PCFSD shall have the right to terminate, with or without cause, any contract resulting from this RFP by specifying the date of termination in a written notice. In this event, the contractor shall be entitled to just and equitable compensation for any satisfactory work completed. All work produced shall become the property of the PCFSD.
- J. Alterations: Any alterations, additions, or deletions must be explicitly approved by the PCFSD. Any items canceled by the owner before work is commenced shall be credited at the full cost. Any items additionally requested by the owner shall be carried out at a cost agreed upon in writing at time such work is placed in hand. If changes are requested and if the contractor believes that such changes are unreasonable or will delay delivery, the owner is to be immediately notified in writing and the parties hereto shall agree in writing to any extension of the delivery date by reason of changes. If a change involving cost is made, the owner shall agree upon the increase or decrease in cost in writing. The final price shall be found by adding any increases to and deducting any decrease from the agreed contract price. No part of the work shall be altered from that shown on the approved drawings; nor shall any work in the nature of additional work, or any work not contained in the contract documents, be performed except upon written order of the owner, and if any extra, additional, or different work is proceeded with or executed by the contractor without previous approval given in writing by the owner, the contractor shall not be entitled to charge for such work. All changes, whether a cost is involved or not, shall be documented on a signed change order approved by both parties.
- K. Assignment of Interest: The contractor shall not assign any interest in the resulting contract and shall not transfer any interest in the same without prior written consent of the PCFSD, of which the PCFSD shall be under no obligation to grant.
- L. Release of Data: No reports, information, or data given to or prepared by the contractor under the resulting contract shall be made available to any individual or organization by the contractor without the prior written approval of the PCFSD.
- M. Binding Effect: The terms, provisions, covenants, and conditions contained in any resulting contract shall apply to, ensure the benefit of, and be binding upon the parties hereto and upon their respective heirs, legal representatives, successors, and permitted assigns except as otherwise expressly provided.
- N. Governing Law: The laws of the State of Utah shall govern any contract resulting from this RFP.
- O. Non-Discrimination: During the performance of any contract resulting from this RFP, the contractor agrees not to 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 normal operation of the contractor. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- P.** Drug Free Workplace: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the 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 contractor's 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 the contractor that the contractor maintains a drug-free workplace. For the purposes of this section, "drug-free workplace" means any site at which the performance of work is done in connection with this contract awarded to the 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.
- Q.** Insurance: During the performance of any contract resulting from this RFP, the contractor shall have and keep current insurance, whichever is greater in scope or amount, as follows:
1. Worker's Compensation insurance in compliance with all states in which Contractor does business, including Coverage B employer's liabilities.
 2. Public Liability insurance in an amount not less than \$1,000,000 for any occurrence involving bodily injury, and not less than \$1,000,000 for any occurrence involving property damage. This coverage shall include contractual liability, broad form property damage, independent contractors, and personal injury.
 3. Automobile liability insurance in an amount not less than \$500,000 combined single limit bodily injury and property damage. This coverage shall include liability for the use of hired and non-owned apparatus.
- R.** Indemnity: The contractor shall indemnify and hold harmless the Park City Fire Service District against all claims, damages, losses, and expenses, including but not limited to attorneys fees, arising out of or resulting from the performance of the work described herein, provided that any such claims, damages, losses, or expenses (1) are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting from, and (2) are caused in whole or in part by any negligent acts or omissions of the contractor, any subcontractor, or anyone directly or indirectly employed by any of them, regardless of whether or not it is caused in part by a party indemnified hereunder. This indemnification clause shall apply to the fullest extent permitted by law.
- S.** Hold Harmless: The contractor, in any contract resulting from this RFP, shall pay all royalties and license fees necessary for performance of the contract. The contractor shall defend all suits or claims for infringement of any patent rights or any other proprietary rights arising from or related to performance of the resulting contract and shall save the PCFSD, its officers, agents, and employees harmless from any and all loss, including reasonable attorneys' fees, on account thereof.

- T.** Subcontractors and Assignments: The contractor shall not sublet or assign this contract or any portion thereof without the prior written consent of the PCFSD. In seeking consent for any subcontract or assignment, the contractor shall furnish all information required by the PCFSD to permit the PCFSD to ascertain the qualifications of the proposed subcontractor to perform the work, and the contractor shall submit a copy of the subcontract to the PCFSD for approval. The subcontract shall incorporate by reference all provisions and conditions of the contract resulting from this RFP. Contractor shall continue to be responsible to the PCFSD for performance of the subcontractor, and the subcontractor, for all purposes, shall be deemed to be an agent or employee of the contractor. Nothing in the contract resulting from this RFP or any subcontract shall create any contractual relationship between any subcontractor and the PCFSD.
- U.** Examination of Records: The contractor agrees that the PCFSD or any duly authorized representative shall, until the expiration of three (3) years after final payment hereunder, have access to and the right to examine any and copy any directly pertinent books, documents, papers, and records of the contractor involving transactions related to any contract resulting from this RFP. The period of access provided in this paragraph for records, books, documents, papers, and software which may be related to any arbitration, litigation, or the settlement of claims arising out of the performance of any subsequent contract or any subsequent contracts with vendors shall continue until disposition of any appeals, arbitration, litigation, or claims.
- V.** Attorneys Fees: In the event of any action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs, and expenses as may be set by the court.
- W.** Utilization of Information: As may be allowed by law, any information, ideas, or concepts that the PCFSD receives during the procurement process from any offeror's written proposal, any discussion or interview with the offeror or as a result of any portion of the procurement process for the services described in this Request for Proposal shall become the property of the PCFSD. The PCFSD may use this information for any purpose without compensation to the offeror from whom the information was received.

VI. DESCRIPTION OF FLOOR COVERINGS

Mannington Commercial or approved equal:

Carpet Tile: Portella color Fiji

PHYSICAL CONSTRUCTION:

CONSTRUCTION: Patterned Loop

FACE FIBER: Invista Antron Legacy Type 6,6 Four Hole, Hollow Filament Nylon, with Permanent

Stain and Bleach Protection, Static Control, and Duratech Soil Resistant Treatment

DYE METHOD: Solution / Yarn

GAUGE: 5/64

STITCHES PER INCH: 10.16

PILE THICKNESS: .118 Inches

TUFTED YARN WEIGHT: 21 Ounces Per Square Yard

DENSITY: Average Density = 6,406; Weight Density = 134,542

PRIMARY BACKING: 100% Woven Synthetic

PRIMARY PRECOAT: 100% Non-Aqueous Closed Cell Polymer, Providing Lifetime Warranty Against

Stain Wick-Back

SECONDARY BACKING: Infinity Modular Reinforced Composite Closed Cell Polymer

STANDARD SIZE: 24" X 24" Modular Tiles

INSTALLATION METHOD: Monolithic, Brick Ashlar, or Quarter-Turn; Other Methods at Owner's Discretion

ENVIRONMENTAL:

RECYCLED CONTENT: Contains Pre-Consumer Recycled Content*

NSF / ANSI-140 CERTIFICATION: Gold

CRI GREEN LABEL PLUS ID: GLP7616

WARRANTIES:

WARRANTY: Lifetime Limited Warranty, Including Face Wear, Moisture Barrier, Wick-Back,

Delamination, Tuft Bind, Unraveling, and Static Protection

BLEACH RESISTANT WARRANTY: ColorSafe with 15 Year Limited Warranty Against Color Loss from Bleach Spills

STAIN RESISTANT WARRANTY: XGUARD with 15 Year Limited Warranty Against Staining

PRODUCT TESTING:

CRI TM101 APPEARANCE RATING: Heavy Traffic

RADIANT PANEL (ASTM E-648): Class I (Direct Glue)

SMOKE CHAMBER (ASTM E-662): Less than 450 (Flaming Mode)

METHENAMINE PILL TEST (ASTM D-2859): Passes

DIMENSIONAL STABILITY AACHEN TEST: Passes

ELECTROSTATIC PROPENSITY (AATCC 134): Less than 3.0 KV

Walk off tile: Recoarse color Gangway Green
PHYSICAL CONSTRUCTION:
CONSTRUCTION: Textured Patterned Loop
FACE FIBER: Type 6,6 Nylon
DYE METHOD: Solution
GAUGE: 1/12
STITCHES PER INCH: 10.33
PILE THICKNESS: .186 Inches
TUFTED YARN WEIGHT: 38 Ounces Per Square Yard
DENSITY: Average Density = 7,354; Weight Density = 279,484
PRIMARY BACKING: 100% Woven Synthetic
PRIMARY PRECOAT: 100% Non-Aqueous Closed Cell Polymer, Providing Lifetime
Warranty Against
Stain Wick-Back
SECONDARY BACKING: Infinity RE Modular Reinforced Composite Closed Cell Polymer
with Recycled Content
STANDARD SIZE: 24" X 24" Modular Tiles
INSTALLATION METHOD: Shuffled, Quarter-Turn, Monolithic, or Brick Ashlar; Other
Methods at Owner's Discretion
ENVIRONMENTAL:
RECYCLED CONTENT: Minimum 30% Total Recycled Content by Total Product Weight;
Minimum 10%
Post-Consumer Recycled Content by Total Product Weight*
MANUFACTURE LOCATION: Calhoun, Georgia 30701 USA
NSF / ANSI-140 CERTIFICATION: Platinum
CRI GREEN LABEL PLUS ID: GLP7616
WARRANTIES:
WARRANTY: Lifetime Limited Warranty, Including Face Wear, Moisture Barrier, Wick-
Back,
Delamination, Tuft Bind, Unraveling, and Static Protection
BLEACH RESISTANT WARRANTY: ColorSafe with 15 Year Limited Warranty Against
Color Loss from Bleach Spills
STAIN RESISTANT WARRANTY: XGUARD with 15 Year Limited Warranty Against
Staining
PRODUCT TESTING:
CRI TM101 APPEARANCE RATING: Heavy Traffic
RADIANT PANEL (ASTM E-648): Class I (Direct Glue)
SMOKE CHAMBER (ASTM E-662): Less than 450 (Flaming Mode)
METHENAMINE PILL TEST (ASTM D-2859): Passes
DIMENSIONAL STABILTY AACHEN TEST: Passes
ELECTROSTATIC PROPENSITY (AATCC 134): Less than 3.0 KV

Wall Base: color 911 Sable
Construction Thermoplastic rubber, Type TP
Finish Smooth Matte Finish
Height / Size)
4 " (101.6 mm)
Coved
Corners jobsite wrapped
Overall Thickness 1/8 "(3.175
Weight per Carton – (Corners) Coved = 3 / 4 / 9 lbs
Toeless = 3 / 4 / 9 lb
ASTM Specification (F-1861) Type TP, Group 1
Flooring Radiant Panel Test (ASTM-E-648) \square .45 watts/cm², Passes (Class I)
N.B.S. Smoke chamber Test (ASTM-E-662) <450 - Passes
Installation Adhesive Acrylic Wall Base Adhesive
Warranty Limited Five Year Commercial Warranty

Luxury Vinyl Plank: Nature's Path Select Plank color Weathered Gray
Construction (Plank & Tile) Luxury Vinyl Plank with micro bevel edges
Luxury Vinyl Tile mm)
Pieces per Carton 1-100' continuous roll or 25 – 4' pieces
Weight per Carton – (2 ½" / 4" / 6") Coved = 25 / 38 / 53 lbs
Toeless = 23 / 35 / 52 lbs
Overall Thickness (Plank & Tile) .100 inches (2.5mm)
Wearlayer Thickness (Plank & Tile) .020 inches (0.51mm)
Note: Refer to brochure for specific styles and size availability
Static Load Limit 750 psi
Specification (ASTM 1700) Class 3, Type B
Heat Stability (ASTM F-1514) Passes
Stain & Chemical Stability (ASTM F-925) Passes
HUD/FHA Requirements Exceeds
Flooring Radiant Panel (ASTM-E-648) \geq .45 watts/cm², Passes (Class 1)
N.B.S. Smoke Chamber (ASTM-E-662) <450 – Passes
Installation Adhesive Porous Sub-Floor V-82 / Full Spread
Installation Adhesive Non-Porous Sub-floor V-95 / Full Spread (Must use V-95 for heavy rolling loads)
Warranty Limited 10 Year Commercial Warranty.
Limited 10 Year Quantum Guard™ HP Wear Warranty