

**Bid 22-09**

## County of Fayette Invitation to Bid

### **Bid Number 22-09**

#### Strip/Wax and Monthly Maintenance of Floors in County Courthouse

##### **1. INTRODUCTION**

Notice is hereby given that the County of Fayette is soliciting bids from qualified contractors to perform the tasks involved in the stripping waxing and the monthly maintenance of approximately 20,000 square feet of floor tile and 1270 square feet of stairs in the Fayette County Courthouse. The bid will include stripping all old floor finish from tile floors, cleanup of all stripper materials that may have been splashed onto or soiled any corners, baseboards, doors and other fixtures. The bid will include cleaning any existing stripper materials from all corners, baseboards, doors and other fixtures. The bid will also include applying four (4) coats of Buckeye floor finish or finish approved by the Director of Public Works. All doorways and other openings to offices or other rooms that are not to be stripped and waxed will be taped or use other measures to prevent the stripping liquid or wax from flowing under the door or through other opening into offices or rooms that are not being stripped and waxed. And a monthly service to Clean-Buff and or Wax as needed for One Year. September 1, 2022-August 31, 2023

##### **11. BID REQUIREMENTS**

Bids shall include the following information:

- A All bidders shall use the enclosed Bid Form for submitting their bid price.
- B All bidders shall sign and submit Attachment A — Insurance Requirements.
- C References and qualifications may be requested during the review of proposals.
- D Bid Submittal: One original and Five copies of the bid, in an envelope sealed with clear tape clearly marked **Bid 22-09** shall be submitted on or before 3:00 p.m. **August 4th ,2022**

##### **. COUNTY'S REPRESENTATIVE**

All questions related to this invitation for bids should be addressed to:

Raymond Eicher Director of Public Works at [reicher@fayettepa.org](mailto:reicher@fayettepa.org) or 724-430 1200 ext.1503  
Or at his office in the basement of courthouse lower Commissioners Suite.

##### **IV. SCOPE OF SERVICES**

As previously indicated, this contract will be for all tasks involved in the stripping and waxing of approximately 20,000 square feet of floor tile and 1270 square feet of steps in the Fayette County Courthouse. The bid will include stripping all old floor finish from tile floors- stairs risers and treads, cleanup of all stripper materials that may have been splashed onto or soiled any corners, baseboards, doors and other fixtures. The bid will include cleaning any existing stripper materials from all corners, baseboards, doors and other fixtures. The bid will also include applying four (4) coats of Buckeye floor finish or finish approved by the Director of Public Works. All doorways and other openings to offices or other rooms that are not to be stripped and waxed will be taped

or use other measures to prevent the stripping liquid or wax from flowing under the door or through other opening into offices or rooms that are not being stripped and waxed. A 25% Solid Non-Yellowing Wax with Low to Medium Care to be used or equivalent. And a monthly service for One Year for cleaning/buffing and or waxing of floors and stairs as needed.

#### **V. WORK REQUIREMENTS**

- A. Work and clean up shall be accomplished in such a manner as to not damage or soil other floors, walls or furniture. If damage occurs, the contractor will be responsible for clean-up and/or repair of all damage.
- B. The successful bidder shall be responsible for coordination of all work so as not to create any undue interruptions of the normal operation of the facility.
- C. All work will be done after normal business hours, after 4:30 p.m., or during the weekend. Work shall be scheduled with Raymond Eicher Director of Public Works, to insure it shall not interfere with after-hours meetings. This shall not be considered authorization to be paid any overtime rates.
- D. The successful Bidder shall have a competent foreman in charge of the work crew at all times. All personnel must remain in the designated work areas, workers are to stay out of all offices and other areas work is not being performed. The successful bidder's foreman shall be able to communicate effectively with both county personnel and the work crew.
- E. The successful bidder shall protect all facility structures, equipment, and vehicles, etc. against damage. Anything damaged by the successful bidder's operations shall be repaired or replaced at the successful bidder's expense. This includes damage to lawn areas, curbs and fences. The successful bidder shall repair any damage using suitable material or reseed as needed.
- F. The successful bidder shall comply with all applicable state and federal rules and regulations, including safety, materials and chemicals, while working on County property.

#### **VI. BIDDERS UNDERSTANDING OF REQUIREMENTS**

It is the responsibility of the bidder to inquire about and to clarify any requirements of the Invitation for Bid, which he or she does not understand. The bidder may inquire via email, telephone or in person to Raymond Eicher.

#### **VII. BID BINDING**

The contents, in their entirety, of the bid of the successful respondent shall become an attachment to and a part of the agreement between the contractor and the County of Fayette.

## **VIII. EVALUATION OF BIDS**

Each bid will be evaluated on the following criteria:

- A. Cost.
- B. Experience of the company to perform the task in a timely manner.
- C. Bidder meeting all bid requirements and providing all submittals.
- D. Ability of bidder to perform work within specified time schedule.

## **IX. NEGOTIATION OF BID**

The County Fayette reserves the right to accept or reject any or all bids submitted, and to award a contract in whole or in part.

## **X. NEGOTIATION WITH SUCCESSFUL BIDDER**

- A. If all bids received exceed the available funds for the proposed purchase, the County, pursuant to Code provisions, may meet with the lowest responsive and responsible bidder to discuss a reduction in the scope for the proposed purchase and negotiate a contract price within the available funds.
- B. After bid negotiations, the lowest responsive and responsible bidder shall submit an addendum to its bid, which addendum shall include the change in scope for the proposed purchase, the reduction in price and the new contract value.
- C. If the proposed addendum is acceptable to the county, the county may award a contract within funds available to the lowest responsive and responsible bidder based upon the amended bid.
- D. If the County and the lowest responsive and responsible bidder cannot negotiate a contract within available funds, all bids may be rejected.

## **XI. FAIR EMPLOYMENT PRACTICES**

During the performance of a contract award pursuant to this Invitation for Bid, the proposer agrees to the following.

- A. The bidder will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The proposer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth this nondiscrimination clause.
- B. The bidder, in all solicitations or advertisements for employees placed because of this proposal, will state that such bidder is an equal opportunity employer.
- C. Notices, advertisements, and solicitations placed in accordance with federal law, rules, or regulation shall be deemed sufficient to meet the requirements of this section.

## **XII. SITE CONDITIONS**

The contractor and their employees shall always operate the equipment in a safe manner. The project will involve performing work in a public area. Upon completion, the contractor will be

responsible for cleaning up the work area. In the event the contractor or any of his/her employees or agents cause damage to person or property, the contractor shall be liable for any loss that may occur.

#### XIII. CONTRACT

This contract will be valid for the scope of work described above, which must be completed within 20 days of award of the contract. At any time during the contract period, if the County of Fayette deems that the contractor is failing to fulfill its contractual obligation, the County will have the right to terminate the contract.

#### XIV. RIGHT TO TERMINATE CONTRACT

In the event, that any provisions of this Contract are violated by the Contractor, the County shall have the right to serve written notice upon the Contractor of its intention to terminate such Contract, such notice to contain the reasons for such intention to terminate. The Contractor shall immediately upon receipt of such notice, cease such violation or make satisfactory arrangements for corrections or the County may declare the Contract terminated by serving written notice upon the Contractor. The termination shall be effective, and the Contract shall cease five (5) days after mailing such written notice via certified United States mail to the Contractor and his surety.

In the event of such termination, the County may take over the work or any portion thereof, and prosecute the same, by contract or any other method, for the account and at the expense of the Contractor, and the Contractor shall be liable to the County for any excess cost occasioned by the County thereby.

#### XV. INSURANCE

The Successful Bidder shall maintain insurance to protect itself and the County of Fayette, its officers, agents and employees from any claims, damages, suits, actions, liabilities and costs of any kind or nature, including attorneys' fees, arising from or caused by the provision of any services, the failure to provide any services or the use of any services or materials furnished or made available by the Successful Bidder, provided that such liability is not attributable to the County's sole negligence. The Bidder certifies that it will provide the insurance coverages required in Attachment A. The Successful Bidder shall submit to the County, within five days of the award and prior to commencing work on County property, a Certificate of Insurance documenting the insurance coverages and limits required. Additionally, it will maintain these coverages during the entire term of the contract. All insurance coverages shall be provided by insurance companies authorized to sell insurance in PA by the PA State Corporation Commission.

#### XVI. COLLUSION

By submitting a bid in response to this Invitation for Bid, the Bidder represents that in the preparation and submission of this bid, said Bidder did not, either directly or indirectly, enter into any combination or arrangement with any person, Bidder or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free.

#### XVII. INVOICING

- A. It is the County's policy not to pay for any goods or services until the same have been received.

B. Individual contractors shall provide their Social Security Number and proprietorships, partnerships and corporations shall provide their Federal Employer Identification Number, in the space indicated on the Bid Form.

#### **XVIII. NONDISCRIMINATION STATEMENT**

In accordance with the Code of PA, this public body does not discriminate against faith, based organizations or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

#### **XIX. COMPETITION**

Nothing contained herein is intended to exclude any responsible offeror or in any way restrain or restrict competition. On the contrary, all responsible offerors are hereby invited and encouraged to submit qualifications. Small, women, and minority-owned businesses are encouraged to submit bids. The County of Fayette reserves the right to reject any and/or all bids submitted.

#### **BID SUBMITTAL FORM FLOOR SERVICES**

#### **Bid 22-09**

Business Name\_\_\_\_\_

Address\_\_\_\_\_

Telephone\_\_\_\_\_

Contractor License Number: \_\_\_\_\_

STATE\_\_\_\_\_

\_\_\_\_\_

FEDERAL I.D. NUMBER\_\_\_\_\_

SOCIAL SECURITY NUMBER \_\_\_\_\_

PHONE NUMBERS (in case of emergencies)\_\_\_\_\_

Prebid: July 21<sup>st</sup>, 2022, 9:00AM

Courthouse 1<sup>st</sup> floor elevator area

Attended Pre-Bid on: \_\_\_\_\_ (yes/no)

Name of individual who attended \_\_\_\_\_

**REFERENCES:**

Provide names and locations of buildings of comparable size that have been stripped and waxed by your company.

Building Name	Location	Size
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

**CONTRACT BID:**

Stripping and waxing \$ \_\_\_\_\_

Monthly Maintenance \$ \_\_\_\_\_

TOTAL LUMP SUM BID \$ \_\_\_\_\_

(stripping/waxing/cleaning and monthly service for 1 year)

ATTACHMENT A: INSURANCE REQUIREMENTS, is attached: \_\_\_\_\_ (yes/no)  
(Bid is incomplete and

will not be considered without Attachment A.) Please acknowledge receipt of the specifications by signing below:

NAME \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

## ATTACHMENT A: INSURANCE REQUIREMENTS

By signing and submitting a bid under this solicitation, the bidder certifies that if awarded the contract, contractor will have the following coverage within five days of the award of the contract and prior to commencing work on count house floors. The bidder further certifies that the contractor will maintain these insurance coverages during the entire term of the contract and that all insurance coverage will be provided by insurance company.

workers' Compensation: Statutory PA requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of PA during the course of the contract shall be in noncompliance with the contract.

Employers' Liability: \$100,000/\$500,000/\$100,000

Commercial General Liability: \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The County of Fayette must be named as an additional insured and so endorsed on the policy.

Business Automobile Liability (including owned, non-owned and hired vehicle coverage):  
Combined Single Limit - \$1 per occurrence.

NOTE: Contractual Liability covers the following indemnity agreement:

"The Successful Vendor agrees to indemnify, defend and hold harmless the County of Fayette, its officers, agents and employees from any claims, damages, suits, actions, liabilities and costs of any kind or nature, including attorneys' fees, arising from or caused by the provision of any services, the failure to provide any services or the use of any services or materials furnished (or made available) by the successful Vendor, provided that such liability is not attributable to the County 's sole negligence.."

### BIDDER'S STATEMENT

I/we understand the Insurance Requirements of these specifications and will comply in full if awarded this contract.

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SIGNATURE/DATE

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FIRM