

BID SPECIFICATIONS PACKET

BID PROPOSAL #15-07 INMATE YARD FENCING PROJECT AT THE FAYETTE COUNTY PRISON Issued: September 24, 2015

COUNTY OF FAYETTE
Fayette County Prison
12 Court Street
Uniontown, PA 15401-3514



Phone: 724-430-1222
Fax: 724-430-0726

BOARD OF FAYETTE COUNTY COMMISSIONERS
Vince Zapotosky, Chair
Angela Zimmerlink, Vice Chair
Alfred Ambrosini, Secretary

Bid Opening Date / Time: October 8, 2015 @ 3:00 PM

SCOPE OF WORK

The County of Fayette, Pennsylvania, is soliciting proposals from contractors to install a high security mini mesh fencing system at the Fayette County Prison. The fencing will be installed in the main inmate yard at the Prison for the purpose of segregating groups of inmates during outdoor recreation.

GENERAL INSTRUCTIONS TO BIDDERS

General: The plans, specifications, and other documents for this project can be requested by contacting Amy Revak, Chief Clerk, Commissioners Officer, Fayette County Courthouse, 61 East Main Street, Uniontown, PA, 15401, telephone 724-430-1200, extension 213, or by email to arevak@fayettepa.org. Separate and sealed bids for the Fayette County Prison Inmate Yard Fencing Project will be received at the Office of the County Controller, Fayette County Courthouse, 61 East Main Street, Uniontown, Pennsylvania, 15401, until 3:00 PM on Thursday, October 8, 2015, at which time they will be opened and read aloud. Late bids will not be accepted or considered regardless of the reason.

Submission of Bids: An original and five (5) copies of the Official Bid Form provided must be submitted in a sealed envelope addressed to the Fayette County Controller and clearly marked on the outside of the envelope with the bidder's name and address and the designation "Bid Enclosed for Proposal #15-07." No responsibility will be attached to any County representative for premature opening of a bid not properly addressed and identified. The bid shall be signed by an official authorized to bind the offer.

Examination of Contract Documents and Mandatory Site Visit: The bid specifications and any drawings are for the convenience of the contractor and at no time through omission are they to be interpreted as releasing the contractor from his responsibility to produce a first class finished product. All dimensions contained in the specifications and any drawings are for the convenience of the contractor and must be verified in full by the contractor.

It is the duty of each bidder, before submitting a bid to: (a) examine the contract documents, the bid invitation, the instructions to bidders, drawing, plans and specifications, including all addenda and all documents that will form, compose or be included in the contract documents, thoroughly; (b) perform a mandatory site visit in person at the Fayette County Prison to become familiar with local conditions that may affect cost, progress, performance or furnishing of the work; (c) consider federal, state, and local laws and regulations that may affect cost, progress, performance or furnishing of the work; and (d) notify the County of Fayette of any conflicts, errors, or discrepancies in the contract documents. Submission of a bid will be considered as conclusive evidence of the bidder's

complete examination of the site and understanding of the plans and specifications.

Mandatory Site Visit: Bidders are required to physically visit the project site, in person, prior to submitting a bid, but no later than October 5, 2015. Arrangements to make such visit can be made by contacting Jack Loughry, Prison Business Manager, at 724-430-1222, Ext. 28 or jloughry@fayettepa.org. Site visits must be pre-scheduled or representatives of bidders will be denied access to the prison upon reception. Mr. Loughry must document the visit and have a receipt signed by the representative while performing the inspection.

A separate drawing is attached hereto and incorporated into the bid proposal. The attachment is titled "Drawing." The drawing is for informational purposes only. Any measurements contained in the drawing are approximate and are for reference only. It is the responsibility of the contractor to field verify the project site in person at the Fayette County Prison prior to submitting a bid so he can get precise measurements for developing his bid.

Bid Security: Each bid must be accompanied by a bid bond or cashier's check payable to the County of Fayette in the amount of ten percent (10%) of the total bid price. The bid bonds or cashier's checks of all bidders will be held until the bids have either been rejected in whole or in part, or the award of the contract has been made. The bid bond or cashier's check of the successful bidder will not be released until an Agreement for the work hereunder is fully executed. The full amount of the bond or cashier's check shall be forfeited and payable as damages occasioned to the County of Fayette if the successful bidders fails to execute the Agreement.

Compliance with Specifications: In all cases, items bid must be exactly as specified. If a bidder finds any discrepancy or ambiguity, or omission from the drawing and/or specifications, it must promptly notify the County of Fayette in writing. The County will, if it determines it to be necessary, send a written addendum for clarification purposes to all bidders. Changes to the specifications shall be made by written addenda only. The County of Fayette is not responsible for misinterpretation of the specifications by the bidder.

Addenda: During the bidding period, bidders may be furnished addenda by mail, fax, or email for additions and/or deletions to, or alterations of, the contract documents. Any interpretations of this bid invitation and any supplemental instructions will be in the form of a written addendum which will be forwarded to all prospective firms on record no later than three (3) days prior to the date fixed for the opening of bids. Every request for such interpretation shall be in writing addressed to the attention Amy Revak, Chief Clerk, Commissioners Office, Fayette County Courthouse, 61 East Main Street, Uniontown, PA, 15401 or by email to arevak@fayettepa.org. Such request, to be given consideration, must be received at least five (5) days prior to the bid opening date. All addenda shall

become part of the contract and must be included in the bid price. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Conditional Bids: Conditional bids, or those which take exception to the specifications, may be considered nonresponsive and be rejected.

Preparation of Bids: The County will not be liable for any costs incurred by vendors in the preparation of bids for this project.

Tax Exemptions: The County is exempt from all Federal excise and transportation taxes, the provisions of the Fair Trade law, and the Pennsylvania sales and use tax for purchase of tangible personal property. The registration number with the Internal Revenue Service is 25-6001029. No exemption certifications are required and none will be issued. Nothing in this paragraph is meant to exempt a construction contractor from the payment of sales tax or use tax required to be paid with respect to its purchase or use of tangible personal property used or transferred in connect with the performance of a construction contract. If the County is required by law to pay any excise tax and then seek a refund or credit, the contractor may add the amount of the tax to the bid price as a separate item.

Right to Accept or Reject Bids: The Fayette County Commissioners reserve the right to waive informalities for the best interest of the County; approve sufficiency of surety; and, reject any and all bids. Failure of the bidder to sign the bid or have the signature of an authorized agent or representative on the official bid form will be cause for rejection of the bid. Signature must be written in ink; typing or printing is not acceptable. Bidders must include all information required on the official bid form. Failure to comply may be cause for bid rejection. Award of the contract will be made at the County's option to the lowest responsive bidder.

Withdrawal of Bids: Bids may be withdrawn at any time prior to the designated time of the opening of bids. All bids must be firm for sixty (60) days following the bid opening, and no bids will be permitted to be withdrawn during such period. Bids will be awarded or rejected within sixty (60) days from opening.

Provisions Required by Law Deemed Inserted: Each and every provision of law and clause required by law to be inserted in the contract for this project will be deemed to be inserted therein and the contract will be read and enforced as though it were included here, and if through mistake or otherwise and such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract shall forthwith be physically amended to make such insertion.

More Than One Bid: If more than one bid is offered by any one bidder, in his own name or in the name of his agent, partner, or other person, all bids submitted by such bidder shall be rejected.

Insurance: During the contract term, the contractor shall maintain in effect insurance policies covering the following:

- General Liability -- \$500,000 per person; \$1,000,000 per occurrence of personal injury; \$500,000 per person; \$1,000,000 per occurrence of property damage.
- Automobile -- \$500,000.
- Workmen's Compensation -- In amounts required by law.

State Labor Provisions: The prevailing Pennsylvania Wage Requirements, as determined by the Pennsylvania Secretary of Labor and Industry, shall apply to this project. For all Public Works Projects in excess of \$25,000.00, the successful bidder shall be required to strictly follow and comply with all provisions of the Public Works Employment Verification Act 43 PS § 167.1 and PA Code Regulations at 66.1 – 66.9.

Permits: The contractor shall be responsible for obtaining any and all permits for the work to be performed hereunder.

Subcontractor: The County shall have the right to approve subcontractors prior to the commencement of their work. Any approved subcontractor does not relieve the bidder of full compliance with the specifications. The bidder will be responsible for all work performed under these specifications whether the bidder performs the work himself or through a subcontractor.

Addenda to Specifications: During the bidding period the County may issue written addenda to each person, firm, or corporation which has secured a copy of these specifications, making changes or corrections to the specifications as issued. Such changes or corrections shall be included in the work and/or materials covered by the bid proposal and such addenda shall become part of the specifications and contract. Bidders who secure bid specifications via the internet are cautioned to verify if addenda have been issued by the County prior to submission of bid. The County assumes no responsibility to notify any prospective bidder of addenda to bid specifications that are secured via the internet.

Additional Work: The awarded bidder will not be compensated for any additional work performed outside of these contract specifications unless agreed to in writing by the County.

Time is of the Essence of this Contract: All work under this contract must be completed by December 31, 2015. If the contractor shall neglect, fail, or refuse to complete the work by the December 31, 2015, completion date, then the contractor does hereby agree, as a part consideration for the awarding of the contract, to pay the County, as liquidated damages and not as a penalty, the sum of \$150.00 per day for each calendar day beyond December 31, 2015, that the contractor fails to achieve completion of the project. The said amount is fixed and agreed on by and between the contractor and the County because of the impracticability and extreme difficulty of fixing and ascertaining the true value of the damages which the County will sustain by failure of the contractor to complete the work on time. The said amount is agreed to be a reasonable estimate of the amount of damages which the County will sustain and said amount will be deducted from any monies due or that may become due to the contractor. If said monies are insufficient to cover said damages, then the contractor shall pay the amount of the difference.

Payment: The County will make payment to the successful bidder upon completion of the installation, acceptance of the work, and receipt of a proper invoice. Invoice is to be submitted to:

Jack Loughry
Business Manager
Fayette County Prison
12 Court Street
Uniontown, PA 15401-3514
Phone -- (724) 430-1222, Ext 28
Fax -- (724) 430-0726
Email -- jloughry@fayettepa.org

PROJECT WORK STATEMENT

Work Scope: The work under this contract will in general consist of sectioning off the main inmate yard at the Fayette County Prison with high security chain link fencing complete with access / egress pedestrian gates for the purpose of securely segregating groups of inmates during their outdoor exercise and recreation time.

Fencing Fabric: This project will require approximately 381 lineal feet of aluminized 3/8" high security mini mesh chain link fabric 14 gauge with a recommended usage for security / anti-climb. The height of the fence shall be eight foot (8').

Fencing Framework:

Type: Galvanized steel

Top Rail: 1-5/8" Schedule 40 galvanized steel.

Line Post: 2-3/8" Schedule 40 galvanized steel.

Terminal Post: 3" Schedule 40 galvanized steel.

Fence Post Holes: Shall be excavated to the proper depth to suit local conditions for stability and support of the fence system and have concrete footings set plum and in accordance with industry standards (reference ASTM F567).

Quantity of Gates to Be Installed:

Eight (8) Roll Gates to be installed for fence openings of four feet (4').

One (1) Roll Gate to be installed for fence opening of ten feet (10').

Two (2) Swing Gates to be installed for fence openings of approximately six feet (6').

The fabric of the gates shall match the specified fencing fabric.

All gates must be installed in accordance with industry standards and ASTM requirements for the type of fencing being installed.

Collateral Materials:

All fittings, ties, or other materials incidental to and necessary for the completion of the fencing system being installed shall be furnished and installed consistent with industry and ASTM standards.

SUBMITTALS

Shop Drawings: Prior to beginning any fencing installation work at the Prison, the awarded bidder shall provide three (3) copies of shop drawings with site plan showing layout of fence location with dimensions, location of gates and opening size, cleared area, elevation of fence and gates, and details of attachments and footings. The shop drawings shall be submitted to Jack Loughry, Prison Business Manager, 12 Court Street, Uniontown, PA, 15401. Email: jloughry@fayettepa.org.

Certifications: Manufacturers material certifications in compliance with current ASTM Specifications.

QUALITY ASSURNACE

Fence Contractor: Company with demonstrated successful experience installing similar projects and products in accordance with ASTM F567 and have at least 5 years of experience.

Tolerances: Current published edition of ASTM specifications tolerance apply. ASTM specification tolerances supersede any conflicting tolerance.

PROTECTION

Protection Against Damage: The contractor shall protect against damage of any type to the County's property (i.e.: cars, projection items, etc.) and the building itself shall be maintained. Contractor shall be responsible for the cost of repairing or replacing any damaged property. Protection against dirt and debris to interior building components shall be maintained. Contractor shall coordinate his work with County Prison staff. Contractor shall supply, install, and remove temporary protection, barricades, and warning devices as required to insure complete protection of his work until the job is completed. The contractor shall be responsible for the protection of the work, his tools, equipment, and other materials incidental to the work.

Injury to Work: The contractor shall so conduct his operations so as not to damage existing structures or work installed either by him or by other contractors. In case of such damage resulting from his own operations, he shall repair and make good as new the damaged portion at his own expense.

Building Codes: The project must be executed in accordance with all building codes.

Safety: The contractor shall familiarize every member of the application crew with all fire and safety regulations required by Fayette County Prison, OSHA, other industry or governmental groups, and as recommended by NRCA.

USE OF THE SITE

Work Hours: The Contractor's work hours at the Prison shall be scheduled to be performed on regular workdays Monday through Friday from 7:00 AM to 3:00 PM. No work shall be performed before or after the contractor's scheduled work hours, on weekends, or on County holidays without the specific approval of the Prison's Warden or Deputy Warden for Security.

Limited Site Access: The contractor will have limited use of the site and will restrict and confine his operations to areas designated by Fayette County Prison. The contractor will maintain order and tidiness.

Security: The contractor and its personnel shall abide by all Fayette County Prison rules and regulations. Cell phones, alcohol, tobacco, and other contraband is strictly prohibited.

Product Delivery, Storage, and Handling: Material shall be delivered in manufacturers' original sealed and labeled containers and in quantities required

to allow continuity of application. Materials shall be stored in areas designated by Fayette County Prison. Any materials that are found to be damaged or inappropriately stored shall be automatically rejected and shall be removed and replaced at the contractor's expense.

Continuous Work Up to Project Completion: Once the contractor begins fence installation work at the project site, he will schedule his work to be performed on an ongoing and continuous fashion to minimize the disruption at the Prison and promptly provide a first class finished product.

Removal of Rubbish: The contractor shall remove all his own rubbish and debris from the job site at frequent intervals during the progress of the work. Rubbish and debris shall be removed and disposed of in accordance with all Federal, State, and Local ordinance and regulations. The work area is to be thoroughly cleaned upon completion of the work.

WARRANTIES

Manufacturers' Warranties: The contractor shall provide manufacturer warranties on installed materials to the County at the completion of the project. Standard manufacturer warranties shall apply.

Contractor's Warranty: In addition to any manufacturer warranties, the contractor shall warrant all labor and workmanship provided under this contract for a period of two (2) years and promptly correct any deficiencies during that time period at no additional cost to the County.

Cost: The cost (if any) of warranties shall be included as part of the bid.

BID PROPOSAL #15-07 RESPONSE

INMATE YARD FENCING PROJECT AT THE FAYETTE COUNTY PRISON

Bid Closing Date & Time: Thursday, October 8, 2015, at 3:00 PM

The County of Fayette is exempt from all Federal excise and transportation taxes, the provisions of the Fair Trade law, and the Pennsylvania sales and use tax for the purchase of tangible personal property. Bids shall not include sales tax or other taxes. The tax exempt number is 25-6001029.

In submitting this bid, it is understood that the contract will be awarded on the basis of lowest responsive bid; that the right to reject any and all bids is reserved by the County of Fayette; and it is agreed that this bid may not be withdrawn for 60 days after the actual date of the bid opening.

Bidder hereby certifies: a) that this bid is genuine and is not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; b) that he has not directly or indirectly induced or solicited any other bidder to put in false or sham bids; c) that he has not solicited or induced any person, firm, or corporation to refrain from bidding; and d) that he has not sought by collusion or otherwise to obtain for himself any advantage over any other bidder.

An original and five (5) copies of the bid must be submitted in a sealed envelope and clearly marked "BID ENCLOSED FOR PROPOSAL #15-07."

Description	Quantity	U.O.M.	Bid Price
Bid amount to complete the Inmate Yard Fencing Project at the Fayette County Prison as specified herein.	1	Complete Job	

Signature

Date

Company Name

Telephone

Address

Email / Fax