

REQUEST FOR PROPOSALS

County of Bradford
301 Main Street
Towanda PA 18848

Bradford County Commissioners
Doug McLinko
Daryl Miller
John M Sullivan

Chief Clerk
Michelle L Shedden

Proposal Opening: July 14, 2020

BIDDER:
NAME:
ADDRESS:
PHONE NUMBER:

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Doug McLinko, Chairman
Daryl Miller, Vice Chairman
John M Sullivan, Commissioner



Michelle L Shedden, Chief Clerk
Jonathan Foster, Solicitor

Bradford County Commissioners Office

LEGAL NOTICE

The Bradford County Board of Commissioners is soliciting for proposals for replacement of the current Aon unit with a new, same or equivalent unit. Specifications are available and may be picked up at the Bradford County Commissioners' Office. All proposals shall be submitted to the Chief Clerk, Bradford County Commissioners Office, Bradford County Court House, 301 Main Street, Towanda, PA 18848, by July 14, 2020 at 10 am. at which time they will be opened. A plain sealed envelope must be marked in the lower left corner with "Prison Rooftop Unit Replacement".

Please be advised that Bradford County does not receive early morning delivery for overnight mail.

All proposals submitted must be firm for a minimum of sixty (60) days from opening. No bidder may withdraw a proposal within this time. The County may require the full sixty (60) days for review and award of the proposals.

All contractors must ensure that their employees, candidates for employment and applicants for employment are not discriminated against because of their race, color, creed, sex, age or national origin.

The Board of Commissioners reserves the right to refuse any or all proposals, and is not necessarily obligated to accept low proposal and waives all irregularities in the process.

Michelle L Shedden, Chief Clerk

INSTRUCTIONS TO BIDDERS

1. SECURING DOCUMENTS

Copies of the proposed Contract Documents are on file at the office of the Bradford County Commissioners:

Bradford County Courthouse
301 Main Street
Towanda PA 18848

2. EXAMINATION OF SPECIFICATIONS

Before submitting a bid, each bidder shall carefully examine the Specifications and all other proposed Contract Documents. Each bidder shall fully inform himself prior to bidding as to all existing conditions and limitations. No allowance will be made to any bidder because of lack of such examination or knowledge. The submission of a bid will be construed evidence that the bidder has made such examination.

3. WITHDRAWAL OF BIDS

Proposals may be withdrawn, altered and/or resubmitted at any time prior to the submittal date, by appearing in person at the above location. No bidder may withdraw his bid for a period of (60) days after the date set for opening thereof, and all bids shall be subject to acceptance by the owner during this period.

4. AWARD OR REJECTION OF BIDS

Only one contractor shall be responsible for the work covered for each project. Sub contractors may be used, but are also the responsibility of the original contractor.

The Contracting Agent may award a contract, based on proposals received, without further discussion of such proposal. Accordingly, each proposal should state the most favorable terms from a price, technical, and functionality standpoint the Bidder can submit.

The terms and conditions imposed herein shall govern in all cases, and conflicting terms and conditions submitted by the Bidder may constitute sufficient grounds for rejection of this bid.

5. CORRECTION OF DEFECTS

If, for any reason, before final acceptance is made it is found to be defective or not as warranted and/or contracted for, the Contracting Agent may refuse to accept it and the Bidder shall be so advised and shall be required to correct the defective within a reasonable time as defined by the Contracting Agent. All cost relating thereto, including freight, would be at the Bidder's own expense.

6. INSURANCE

Workers Compensation:

Bidder, performing as an independent contractor hereunder, shall be fully responsible for providing Worker Compensation or other applicable insurance coverage for itself and its employees and the Contracting Agent shall have no responsibility of liability for such insurance coverage.

General Liability Insurance:

The successful Bidder shall provide to the Contracting Agent a copy of the policy, or certificate by an insurance carrier, showing the Bidder to have in effect during the term of any contract a General Liability Insurance policy which shall be the primary coverage for all bidder's activities under contract and all equipment, software and systems including training of any type which are a part of this bid.

The insurance coverage required in the above paragraph and listed with minimum coverage's of at least One Million Dollars (\$1,000,000.00) shall be provided by an insurance company authorized to transact business in the State of Pennsylvania.

Bidder must provide certification of insurance compliance within ten (10) calendar days after notification of award. Certification must include: name and address of insurance company; policy number; liability coverage amounts and contain the bidding document title from which award is made (i.e. bid title).

7. MATERIALS

Only new materials will be used in the construction of this project.

8. INDEMNIFY AND HOLD HARMLESS

Bidder shall indemnify and hold harmless the Contracting Agent, its agents, servants and employees against all claims, demands and judgments made or recovered against them for damages to real or tangible personal property or for bodily injury or death to any person, or any claim arising out of, or in connection with the Request, where such damage, injury, death or claim was caused by negligence of Bidder, or subcontractor of Bidder or their employees, servants or agents. The County agrees to notify Bidder promptly of any claim or demand, and to

cooperate with the Bidder in a reasonable way to facilitate the settlement or defense of such claim or demand.

9. DEFAULT

The Contracting Agent may declare a default should Bidder fail to commence the work or a portion thereof within the specified time, or to perform said work continuously with sufficient workman and equipment to insure its completion within the time specified or as required by an agreed upon progress schedule, or to perform in a safe manner, or to comply with any provision of the contract, the Contracting Agent may elect to give notice in writing of such default, specifying the same. If the Bidder, within a period of 10 days after receipt of such notice, shall not proceed in accordance therewith to remedy such default, then the Contracting Agent shall have full power and authority, without process of law and without violating the contract, to take the prosecution of the work, or a portion thereof, away from the Bidder and complete it by contracting with other parties or using such other measures as in the Contracting Agent and Bidder's mutual opinion are necessary for its completion, including the use of the equipment, plant and other property of the Bidder with is associated with the work.

10. CLEANUP

The Bidder will be responsible for the cleanup of any waste, extraneous or used material, packing material, spillage, by-product resulting from the unpacking and/or installation of equipment. Bidder shall be liable and in all respects responsible for all costs of cleanup and immediate action required on account of the release of any hazardous substance of regulated substance which brought on premises by Bidder, to the extent that Bidder is the cause of any such release. Bidder shall be responsible for penalties, fines costs and expenses or claims which may be assessed against the Contracting Agent for which the Contracting Agent may become liable as a direct result of personal injury or property damage resulting from any such release caused by Bidder.

11. PAYMENT

Payment shall be made to the contractor within thirty (30) day of receipt of invoice after inspection and acceptance of material and/or work by an authorized representative of the Commissioners, and approval of the invoice by the Commissioners.

Where partial delivery is made, invoice for such part shall be made upon delivery, and payment made within thirty (30) days under the conditions described above.

12. CONTRACTUAL OBLIGATION

The contents of the submission of the successful Bidder shall be considered as contractual obligation. Failure to meet these obligations may result in termination of the contract.

13. QUALIFICATIONS OF BIDDER

The ability to meet or exceed the requirements of this bid.

Total fixed price cost to be incurred in materials.

SCOPE OF WORK

The contractor will remove and dispose of the current system, install a new unit equal to or equivalent to the existing but will also include air conditioning. This will include any electrical work, duct work or any necessary revisions to accommodate the new unit. All work must be performed to current code specifications.

Included in cost of the proposal:

- Aeon unit or equivalent
- Electrical upgrade if necessary
- Crane to remove existing unit and place the new unit
- 1 year warranty on parts and labor
- Prevailing wage rates apply

VENDOR INFORMATION

In case this proposal is accepted, the undersigned is hereby bound to commence and to complete all of the work included under this contract in such time and manner as designated for the various items he/she has contracted to supply.

In submitting this proposal, it is understood that the unrestricted right is reserved by the County to reject any and all proposals or parts thereof, or to waive any informalities or technicalities in said proposals, and it is agreed that this proposal may not be withdrawn for a period of 45 days from the date of opening.

The undersigned hereby certifies that this proposal is genuine, and not a sham or collusive, or made in the interest or on behalf of any person, firm, or corporation not herein named; that the undersigned has not directly or indirectly induced or solicited any bidder to refrain from bidding, and that the undersigned has not, in any manner, sought by collusion to secure for himself an advantage over any other bidder.

Number of days required for delivery of product: _____

Terms offered for prompt payment: _____% _____ days; Net _____ days
(but not less than 30 days)

Warranty Provided: _____

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Antibid-Rigging Act, 73 P.S. SS 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all persons employed by or associate with the bidder with responsibilities for the preparation, approval or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm and intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

NON-COLLUSION AFFIDAVIT

Bid Name/Date _____

State of _____ :
: S.S.

County of _____ :

I state that I, the undersigned, am _____ of
(Title)

_____ and that I am authorized to
(Name of my firm)

make this affidavit on behalf of my firm, and its owners, directors and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

- (1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
- (2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- (4) The bid of my firm is made in good faith and not pursuant to any agreement to discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- (5) _____, its affiliates, subsidiaries, officers,
(Name of my firm)

directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that _____ understands and
(Name of my firm)

acknowledges that the above representations are material and important, and will be relied on by Bradford County in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Bradford County of the true facts relating to the submission of bids for this contract.

(Name and Company Position)

(Signature)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____ DAY
OF _____ 2020.

My Commission Expires:

Date: _____

Bradford County of Pennsylvania
Contractor Confidentiality Agreement

Project Name: _____ Contractor/Firm Name: _____
Contractor Employee Name (print): _____
General Information: _____

_____ has entered into a contract with the County of Bradford to provide certain services to the County. The County requires that each staff member assigned to this project sign this Confidentiality Agreement.

You may have access to confidential information pertaining to persons and/or entities receiving services from the County. In addition, you may also have access to confidential data and proprietary information and materials, which are owned and copyrighted by the County or other vendors doing business within the County.

The information you receive is confidential and protected by both federal and state confidentiality regulations (Federal Regulations 42 CFR Part 2; HIPAA Privacy and Security Regulations). The information is intended solely for the individual to which it is addressed and contains confidential and private information; therefore, this information should remain confidential.

I hereby agree that I will not divulge to any unauthorized person any confidential information obtained while performing work pursuant to the above referenced County Agreement.

I agree to protect from loss and to keep confidential all confidential information under the above referenced County Contract, except as specifically provided for in the above referenced Contract.

I agree that if confidential information of the County or other vendors doing business with the County is provided to me during my employment, I shall keep such information and materials confidential.

I agree to report to the County or County's authorized designee any and all violations of the above referenced County Contract or this Agreement by myself and/or any other person of which I become aware. I agree to return all confidential materials to the County or the agency from which the information was received upon termination of my employment or completion of the presently assigned work task, whichever occurs first.

I acknowledge that violation of this Agreement may subject me to civil and/or criminal action and that the County of Bradford will seek all possible legal redress.

Contractor Authorized Signature _____ Date: _____

Contractor Employee Signature: _____ Date: _____