

INVITATION FOR BIDS

Notice is hereby given that sealed bids will be received by the Franklin County Controller's Office, Franklin County Administration Building, 272 North Second Street, Chambersburg, PA 17201 for the ***Kitchen HVAC Replacement for the Franklin County Jail*** until ***4:00 PM*** prevailing time on ***Tuesday April 29, 2025***. All bids so received will be publicly opened and read on ***Wednesday April 30, 2025*** at ***10:00 AM*** prevailing time at the Franklin County Commissioners' Office, 272 North Second Street, Chambersburg, PA 17201

Specifications, instructions and bid forms will be furnished by the Franklin County Procurement Office upon request at 272 North Second Street, Chambersburg, PA 17201, or by calling (717) 261-3890.

Any contract awarded under this Invitation for Bid is subject to the Pennsylvania Prevailing Wage Determination and Anti-Kickback Regulations issued by the Secretary of Labor to be included in contract documents.

A Mandatory Pre-Bid conference for prospective bidders will be held at the Franklin County Jail at 1804 Opportunity Avenue Chambersburg, PA 17201 on ***Tuesday April 15, 2025*** at ***10:00 AM***.

The Franklin County Commissioners reserve the right to reject any or all bids and to waive any or all defects, errors, omissions, irregularities or informalities in any bid.

Awards shall be made only to responsible bidders that possess the potential to perform successfully under the terms and conditions of this procurement. Consideration shall be given to such matters as bidder integrity, compliance with public policy, record of past performance and financial and technical resources when determining responsibility.

FRANKLIN COUNTY COMMISSIONERS

Dean A. Horst, Chairman
John T. Flannery
Robert G. Ziobrowski

INVITATION FOR BID

KITCHEN HVAC UNIT REPLACEMENT
THE FRANKLIN COUNTY JAIL



COUNTY OF FRANKLIN, PENNSYLVANIA

IFB# 2025232-01

County of Franklin, PA
272 North Second Street
Chambersburg, PA 17201

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INTRODUCTION

1. **GENERAL INFORMATION.** The County of Franklin, PA (“County”) is requesting bids from qualified vendors to provide the replacement of an HVAC unit in the kitchen area of the Franklin County Jail (“Jail” or “FCJ”) at 1804 Opportunity Avenue Chambersburg, PA 17201.
2. **OBJECTIVE.** This project involves removal of the current HAVC unit for the kitchen area of the Franklin County jail and provision and installation of a replacement unit per the specifications of this document.
3. **DESCRIPTION OF THE GOVERNMENT.** The County of Franklin, PA was incorporated on September 9, 1784. The County is a fourth-class county with a population of 155,932 (2020 Census). It operates under a three-member elected Board of Commissioners. The County provides service to its citizens such as judicial administration, human services, public safety, public works, economic development and general administration. The Franklin County Jail is a 500-bed facility divided between 8 housing units and central booking with an average daily population of 285. The facility opened in 2007 replacing the previous jail located on Franklin Farm Lane in Chambersburg.
4. **TIME REQUIREMENTS.**
 - Invitation for Bid Thursday April 3, 2025
 - Mandatory Pre-Bid meeting Tuesday April 15, 2025 at 10:00 AM
 - Questions & Answers ends Wednesday April 23, 2025 at 4:00 PM
 - Due Date for Bids Tuesday April 29, 2025 at 4:00 PM
 - Bid Opening Wednesday April 30, 2025 10:00 AM
 - Work Complete: December 31, 2025

INSTRUCTIONS TO BIDDERS

1. **PREPARATION OF BID**
 - 1.1 Bids shall be addressed to and will be received by the Franklin County Controller’s Office, Franklin County Administration Building, 272 North Second Street, Chambersburg, PA 17201 until 4:00 PM prevailing time on Tuesday April 29, 2025. All bids so received will be publicly opened and read at the Franklin County Commissioners on Wednesday, April 30, 2025 at 10:00 AM at their offices at 272 North Second Street, Chambersburg, PA 17201.
 - 1.2 Bids shall be enclosed in sealed opaque envelopes. Bids shall be identified by disclosing on the face of the envelope the name of the project, “Kitchen HVAC Replacement for the Franklin County Jail” and the name of the bidder.
 - 1.3 Attention is directed to the Bid Form in the Bidding Documents. Two (2) separate copies of the Bid Form are furnished and this form must be used to submit a bid. Failure to fill out, execute and submit this form as specified is sufficient reason for rejection.
 - 1.4 Bids must be signed by an owner, partner, or in the case of a corporation, by the President or Vice President and attested by the Secretary, with Corporate Officer, a Power-of-Attorney must be attached to the bid.

- 1.5 All applicable blank spaces in the bid shall be filled in clearly where indicated, either typed or written in ink. Altering and/or changing any part of this bid will be sufficient reason for rejection.
- 1.6 Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and in the case of discrepancy between the two, the amount written in words shall govern.
- 1.7 The owner reserves the right to award the contracts to the other than lowest bidder if, in its opinion, the products included within such bids are not equal to the standard established for such projects in the specifications.
- 1.8 Each bidder shall be required to execute a Non-Collusion Affidavit, and affix it to the Bid Form. No bid shall be considered unless accompanied by such executed affidavits.
- 1.9 The bidder shall provide a minimum of 3 references for similar work performed including a brief description of the work performed. The County reserves the right to contact or visit the references without bidder involvement and/or to request photographic or other evidence of similar work performed in the past. See Attachment A.
- 1.10 The bidder shall submit a cut sheet with technical information for the proposed make and model unit bid. The County reserves the right to request additional information if needed to determine responsiveness.

2. AWARD AND EXECUTION OF THE CONTRACT

- 2.1 When the bid has been accepted by the County, notification of such acceptance will be mailed to the successful bidder, at the address designated by the bidder on the BID FORM.

3. WITHDRAWAL OF BIDS

- 3.1 Bids may not be modified, withdrawn or cancelled by the bidder for thirty (30) days after the time designated for the receipt of bids.

4. RIGHT TO REJECT BIDS

- 4.1 The County reserves the right in its discretion to reject any or all bids and to waive irregularities or information in any bid and to award contracts on an item by item basis. Awards shall be made only to responsible bidders that possess the potential ability to perform successfully under the terms and conditions of this procurement. Consideration shall be given to such matters as bidder integrity, compliance with public policy, record of past performance, and financial and technical resources when determining responsibility.

5. TIME OF COMPLETION

- 5.1 Delivery under this contract shall be fully and finally completed no later than **December 31, 2025**, except as may be mutually extended by the County and Contractor.

6. EXEMPTION FROM FEDERAL EXCISE AND PENNSYLVANIA SALES TAX

6.1 The County of Franklin, PA is exempt from Federal Excise Taxes and Pennsylvania Sales Taxes as a political subdivision of the Commonwealth of Pennsylvania. Prices as shown in the bid shall exclude such Federal and State Taxes.

7. PROTECTION BY VENDOR

7.1 The vendor agrees to indemnify and hold harmless the County of Franklin, PA, its representatives, employees and agents, from any and all claims, demands, actions, suits and liabilities of any nature whatsoever arising from the Vendor's own fault or negligence or through the negligence or fault of the manufacturer of goods, including reasonable attorneys' fees and court costs incurred by the County in response to such claims, demands, actions or liabilities, provided it ultimately determined that such claims result from the vendor's or manufacturer's fault or negligence.

7.2 The vendor shall not assign or otherwise transfer any of its responsibilities or obligations under the contract to any other person or entity without prior written consent of the County.

7.3 The vendor agrees that a failure to complete all work specified hereunder by the contractual completion date shall result in damages to the County in an amount that is substantial and difficult to calculate, and that such failure shall subject the vendor to the imposition of reasonable, non-penal liquidated damages as set by the contract between the parties.

8. PRE-BID CONFERENCE

8.1 A Mandatory pre-bid conference for prospective bidders will be held on Tuesday, April 15, 2024 at 10:00 AM at The Franklin County Jail, 1804 Opportunity Avenue Chambersburg, PA 17201. Bidder's shall meet in the Jail's main lobby.

8.2 During the site visit:

8.2.1 Must provide Photo ID and Company name.

8.2.2 All visitors will go through security before starting the pre-bid conference.

8.2.3 Cell phones or cameras may only be used in areas authorized by and under the supervision of jail staff following jail policy.

8.2.4 No weapons on jail property.

8.2.5 No tools except pen, pencil, paper and tape measure.

8.2.6 Permission to attend the pre-bid conference, enter the facility and to remain during the pre-bid conference is subject to the rules and regulations of the Franklin County jail including their standards of conduct.

8.2.7 It is the Contractor's responsibility to verify all measurements at this meeting.

9. QUESTION AND ANSWER PERIOD

9.1 Questions will be accepted until 4:00 PM, Wednesday April 23, 2025 via email at procurement@franklincountypa.gov. Answers will be posted at https://www.franklincountypa.gov/index.php?section=procurement_Bid-Opportunities.

10. INSURANCE COVERAGE

10.1 The successful bidder shall be required to provide the following insurance coverage and submit evidence of the coverage required below in the form of an ACORD certificate of insurance. The County of Franklin shall be named as Additional Insured for the project. Liability Insurance shall include all major divisions of coverage and be on a comprehensive basis including:

- 10.1.1 Premises Operations (including X, C and U as applicable).
- 10.1.2 Independent Contractors' Protective.
- 10.1.3 Products and Completed Operations.
- 10.1.4 Personal Injury Liability with Employment Exclusion deleted.
- 10.1.5 Contractual Liability.
- 10.1.6 Owned, non-owned and hired motor vehicles.
- 10.1.7 Broad Form Property Damage including Completed Operations.

10.2 If the General Liability coverages are provided by a Commercial General Liability Policy on a claims made basis, the policy date or Retroactive Date shall predate the Contract; the termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of the coverages required to be maintained after the final payment. The County of Franklin should be listed as Additional Insured under the Contractor's General Liability Policy.

10.3 The Contract and all subcontractors, at their own expense, shall provide and maintain insurance in companies acceptable to the Owner as follows:

- 10.3.1 Workers' Compensation: As required by all applicable Federal, State, Maritime or other laws including Employers' Liability with a limit of at least \$100,000.
- 10.3.2 Comprehensive General Liability: Including Contractor's Liability; Contingent Liability; Contractual Liability; Completed Operations and Products Liability all on the occurrence basis with Personal exclusion relating to Explosion, Collapse and Underground Property Damage. Completed Operations Liability shall be kept in force for at least two years after the date of final Completion. Minimum limits to be as follows:

Bodily Injury

Each Occurrence	\$1,000,000.00
Aggregate	\$2,000,000.00

Property Damage

Each Occurrence	\$1,000,000.00
Aggregate	\$2,000,000.00

- 10.3.3 Comprehensive Automobile Liability: Including non-ownership and hired car coverage as well as owned vehicles with minimum limits as follows:

<u>Combined Single Limit</u>	\$1,000,000.00
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- 10.3.4 Umbrella/Excess Policy \$5,000,000.00

10.4 If this insurance is written on the Comprehensive General Liability policy form, the Certificates shall be AIA Document G705, Certificate of Insurance. If this insurance is written on a Commercial General Liability policy form, ACORD form 25S will be acceptable.

10.5 Furnish one copy of certificates herein required for each copy of Agreement naming the County of Franklin, PA as certificate holder; specifically set forth evidence of all coverage required by subparagraphs 12.1 through 12.3. Furnish to the owner copies of any endorsements that are issued subsequently, amending coverage or limits.

10.6 Owner Liability Insurance: The contractor shall provide an Owner's and Contractor's Protective Liability Policy in the name of the Owner with limits as follows:

<u>Bodily Injury</u>	
Each Occurrence	\$500,000.00
Aggregate	\$500,000.00
<u>Property Damage</u>	
Each Occurrence	\$500,000.00
Aggregate	\$500,000.00

10.7 Builder's Risk - Contractor: The Contractor shall provide a Builders' Risk Insurance policy covering all risks in completed value form. Such policy shall cover the total value of the Work performed in accordance with this Contract, as well as the value of any equipment, supplies and/or material to be installed in the Project that may be in storage (on or off the Site) or in transit. The policy shall cover the cost of removing debris, including demolition as may be legally necessary by the operation of any law, ordinance or regulation, and property of the County of Franklin held in their care, custody and/or control.

The Builders' Risk policy shall contain endorsements that provide for the following:

- The County of Franklin and the Contractor shall be named as loss payee for the Work in order of precedence, as their interest may appear; and
- In the event the loss occurs at an occupied facility, the policy shall permit occupancy without the consent of the Insurance Company.

11. PREVAILING WAGE

11.1 It is expected that the cost of this project will exceed the threshold limit for wage determination. Therefore, contractors shall to use current wage determination in formulating their bids which are attached hereto.

12. NONDISCRIMINATION CLAUSE

12.1 Franklin County assures that no person shall be excluded from participating in, be denied the benefits of, or be otherwise subjected to discrimination on the grounds of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the Pennsylvania Human Relations Act, which prohibits discrimination on the basis of race, color, religious creed, ancestry, age, sex, national origin, handicap or disability, or in violation of any applicable local, state, or federal laws. With advance notification, accommodations may be provided for those with special needs to language, speech, sight or hearing. If you have a request for a special need, wish to file a complaint, or desire additional information please contact the Risk Department at (717) 261-3819 or riskmgt@franklincountypa.gov.

13. CONTRACT PROVISIONS

- 13.1 After Franklin County makes its selection, it shall proceed to negotiate a contract based on the bid and scope of work for the project. If the County is unable to negotiate a satisfactory contract with the most highly qualified bidder, the County shall formally end negotiations with that bidder and being to negotiate with the second most highly qualified bidder. Negotiations shall continue in this sequence until a contract is agreed upon.
- 13.2 The performance of this contract shall be in accordance with all Federal, State and local laws as may be applicable. Any contract between Franklin County and the awarded bidder shall be subject to the rules and regulations of any agencies where funding is being requested. Franklin County reserves the right to reject any and all proposals, and to waive irregularities. Additionally, in the event that Franklin County procures grant funding assistance, the contract shall contain all necessary provisions of that grant award contract.
- 13.3 The contract between the County and the selected bidder shall include the following non-negotiable contract provisions
- 13.3.1 Indemnification of the County.
 - 13.3.2 Non-Indemnification of the contractor.
 - 13.3.3 Forum Selection (Franklin County, PA Court of Common Pleas).
 - 13.3.4 Choice of law (Commonwealth of Pennsylvania).
 - 13.3.5 Termination for convenience/termination for cause by the County.
 - 13.3.6 Work-for-Hire Transfer of Copyrights/Intellectual Property, if applicable.
 - 13.3.7 County ownership of the instruments of service/deliverables.
 - 13.3.8 Prevailing party attorneys' fees.
 - 13.3.9 Nondiscrimination.
 - 13.3.10 Suspension and debarment.
 - 13.3.11 Release of liability in favor of the County.
 - 13.3.12 Non-release of liability of the contractor.
 - 13.3.13 Insurance Coverage and County status as an additional insured as set forth in Section 13 herein.
 - 13.3.14 Terms of payment and invoicing, including 45-day payment period.
 - 13.3.15 Any and all federal and state provisions required as a result of grant funding.
- 13.4 The County reserves the right to request additional contract provisions it deems necessary as needed to protect the best interest of the County.
- 13.5 The selected bidder shall execute a waiver of liens pursuant to the Pennsylvania Mechanics' Lien Law of 1963, as amended.
- 13.6 The form of contract is included in this document under the section titled AGREEMENT.

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project Name:	Kitchen HVAC Unit Replacement for the Franklin County Jail
General Description:	This project involves removal of the current HAVC unit for the kitchen area of the Franklin County jail and provision and installation of a replacement unit.
Project Locality	Greene Township, Franklin Coun
Awarding Agency:	County of Franklin
Contract Award Date:	5/7/2025
Serial Number:	25-03434
Project Classification:	Building
Determination Date:	3/31/2025
Assigned Field Office:	Harrisburg
Field Office Phone Number:	(717)787-4763
Toll Free Phone Number:	(800)932-0665
Project County:	Franklin County

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 25-03434 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Asbestos & Insulation Workers	6/26/2023		\$38.70	\$29.11	\$67.81
Asbestos & Insulation Workers	7/1/2024		\$40.00	\$29.86	\$69.86
Boilermaker (Commercial, Institutional, and Minor Repair Work)	3/1/2024		\$36.71	\$19.13	\$55.84
Boilermakers	1/1/2023		\$51.27	\$35.30	\$86.57
Boilermakers	1/1/2024		\$52.10	\$35.72	\$87.82
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	4/30/2023		\$38.27	\$18.18	\$56.45
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	4/28/2024		\$38.62	\$19.68	\$58.30
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/4/2025		\$40.47	\$19.68	\$60.15
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/3/2026		\$42.32	\$19.68	\$62.00
Carpenters - Piledriver/Welder	1/1/2023		\$40.63	\$21.22	\$61.85
Carpenters - Piledriver/Welder	1/1/2024		\$42.13	\$21.97	\$64.10
Carpenters - Piledriver/Welder	1/1/2025		\$43.38	\$22.72	\$66.10
Carpenters - Piledriver/Welder	1/1/2026		\$44.63	\$23.47	\$68.10
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2023		\$33.01	\$18.41	\$51.42
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2024		\$33.72	\$19.20	\$52.92
Cement Finishers & Plasterers	4/30/2023		\$28.23	\$22.27	\$50.50
Cement Finishers & Plasterers	4/28/2024		\$30.23	\$22.27	\$52.50
Cement Finishers & Plasterers	5/4/2025		\$32.23	\$22.27	\$54.50
Cement Finishers & Plasterers	5/3/2026		\$34.23	\$22.27	\$56.50
Cement Masons	5/1/2023		\$32.90	\$22.70	\$55.60
Cement Masons	5/1/2024		\$33.80	\$22.80	\$56.60
Drywall Finisher	5/1/2023		\$30.10	\$22.14	\$52.24
Drywall Finisher	5/1/2024		\$30.33	\$22.79	\$53.12
Electricians	6/1/2023		\$37.00	\$26.67	\$63.67
Electricians	6/1/2024		\$38.75	\$27.03	\$65.78
Electricians	6/1/2025		\$38.75	\$30.87	\$69.62
Electricians	6/1/2026		\$38.75	\$34.71	\$73.46
Elevator Constructor	1/1/2023		\$53.93	\$38.34	\$92.27
Elevator Constructor	1/1/2024		\$60.76	\$39.19	\$99.95
Elevator Constructor	1/1/2025		\$63.40	\$40.03	\$103.43
Glazier	5/1/2023		\$31.23	\$20.66	\$51.89
Glazier	5/1/2024		\$32.46	\$20.93	\$53.39
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2023		\$36.26	\$31.38	\$67.64
Laborers (Class 01 - See notes)	1/1/2023		\$25.31	\$17.29	\$42.60
Laborers (Class 01 - See notes)	1/1/2024		\$26.31	\$17.79	\$44.10
Laborers (Class 01 - See notes)	1/1/2025		\$28.31	\$17.82	\$46.13
Laborers (Class 01 - See notes)	1/1/2026		\$29.31	\$18.82	\$48.13
Laborers (Class 01 - See notes)	1/1/2027		\$30.31	\$19.82	\$50.13
Laborers (Class 02 - See notes)	1/1/2023		\$28.06	\$17.29	\$45.35

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 25-03434 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Laborers (Class 02 - See notes)	1/1/2024		\$29.56	\$17.79	\$47.35
Laborers (Class 02 - See notes)	1/1/2025		\$30.66	\$17.82	\$48.48
Laborers (Class 02 - See notes)	1/1/2026		\$31.66	\$18.82	\$50.48
Laborers (Class 02 - See notes)	1/1/2027		\$32.66	\$19.82	\$52.48
Laborers (Class 03 - See notes)	1/1/2023		\$27.66	\$17.29	\$44.95
Laborers (Class 03 - See notes)	1/1/2024		\$28.66	\$17.79	\$46.45
Laborers (Class 03 - See notes)	1/1/2025		\$31.56	\$17.82	\$49.38
Laborers (Class 03 - See notes)	1/1/2026		\$32.56	\$18.82	\$51.38
Laborers (Class 03 - See notes)	1/1/2027		\$33.56	\$19.82	\$53.38
Laborers (Class 04 - See notes)	1/1/2023		\$24.31	\$17.29	\$41.60
Laborers (Class 04 - See notes)	1/1/2024		\$25.31	\$17.79	\$43.10
Laborers (Class 04 - See notes)	1/1/2025		\$27.31	\$17.82	\$45.13
Laborers (Class 04 - See notes)	1/1/2026		\$28.31	\$18.82	\$47.13
Laborers (Class 04 - See notes)	1/1/2027		\$29.31	\$19.82	\$49.13
Landscape Laborer (Skilled)	1/1/2023		\$23.79	\$18.28	\$42.07
Landscape Laborer (Skilled)	1/1/2024		\$24.79	\$18.53	\$43.32
Landscape Laborer (Skilled)	1/1/2025		\$25.79	\$18.78	\$44.57
Landscape Laborer (Skilled)	1/1/2026		\$26.79	\$19.03	\$45.82
Landscape Laborer (Tractor Operator)	1/1/2023		\$24.09	\$18.28	\$42.37
Landscape Laborer (Tractor Operator)	1/1/2024		\$25.09	\$18.53	\$43.62
Landscape Laborer (Tractor Operator)	1/1/2025		\$26.09	\$18.78	\$44.87
Landscape Laborer (Tractor Operator)	1/1/2026		\$27.09	\$19.03	\$46.12
Landscape Laborer	1/1/2023		\$23.37	\$18.28	\$41.65
Landscape Laborer	1/1/2024		\$24.37	\$18.53	\$42.90
Landscape Laborer	1/1/2025		\$25.37	\$18.78	\$44.15
Landscape Laborer	1/1/2026		\$26.37	\$19.03	\$45.40
Marble Mason	5/1/2023		\$34.80	\$17.74	\$52.54
Marble Mason	5/1/2024		\$35.25	\$19.24	\$54.49
Marble Mason	5/1/2025		\$37.20	\$19.24	\$56.44
Marble Mason	5/1/2026		\$39.15	\$19.24	\$58.39
Millwright	6/1/2023		\$39.21	\$22.95	\$62.16
Millwright	6/1/2024		\$41.07	\$22.95	\$64.02
Millwright	6/1/2025		\$43.00	\$22.95	\$65.95
Millwright	6/1/2026		\$44.97	\$22.95	\$67.92
Operators (Class 01 - see notes)	7/1/2023		\$35.87	\$20.92	\$56.79
Operators (Class 01 - see notes)	7/1/2024		\$36.87	\$21.42	\$58.29
Operators (Class 02 -see notes)	7/1/2023		\$31.25	\$20.92	\$52.17
Operators (Class 02 -see notes)	7/1/2024		\$32.87	\$21.42	\$54.29
Operators (Class 03 - See notes)	7/1/2023		\$28.70	\$20.92	\$49.62
Operators (Class 03 - See notes)	7/1/2024		\$29.70	\$21.42	\$51.12
Operators (Class 04 - Chief of Party (Surveying and Layout))	7/1/2022		\$26.60	\$20.62	\$47.22
Operators (Class 04 - Chief of Party (Surveying and Layout))	7/1/2023		\$28.30	\$20.92	\$49.22
Operators (Class 04 - Chief of Party (Surveying and Layout))	7/1/2024		\$29.30	\$21.42	\$50.72

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 25-03434 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Layout))					
Operators (Class 04 - Instrument Person (Surveying & Layout))	7/1/2022		\$25.60	\$20.62	\$46.22
Operators (Class 04 - Instrument Person (Surveying & Layout))	7/1/2023		\$27.30	\$20.92	\$48.22
Operators (Class 04 - Instrument Person (Surveying & Layout))	7/1/2024		\$28.30	\$21.42	\$49.72
Operators (Class 04 - Rodman/Chainman (Surveying and Layout))	7/1/2022		\$25.15	\$20.62	\$45.77
Operators (Class 04 - Rodman/Chainman (Surveying and Layout))	7/1/2023		\$26.85	\$20.92	\$47.77
Operators (Class 04 - Rodman/Chainman (Surveying and Layout))	7/1/2024		\$27.85	\$21.42	\$49.27
Painters Class 1 (see notes)	5/1/2023		\$27.02	\$17.54	\$44.56
Painters Class 1 (see notes)	5/1/2024		\$27.59	\$18.08	\$45.67
Painters - Line Stripping	12/1/2024		\$44.12	\$27.91	\$72.03
Painters Class 2 (see notes)	5/1/2020		\$27.43	\$15.99	\$43.42
Painters Class 3 (see notes)	5/1/2020		\$33.18	\$15.99	\$49.17
Pile Driver Divers (Building, Heavy, Highway)	1/1/2023		\$58.70	\$21.22	\$79.92
Pile Driver Divers (Building, Heavy, Highway)	1/1/2024		\$60.95	\$21.97	\$82.92
Pile Driver Divers (Building, Heavy, Highway)	1/1/2025		\$62.82	\$22.72	\$85.54
Pile Driver Divers (Building, Heavy, Highway)	1/1/2026		\$64.70	\$23.47	\$88.17
Piledrivers	1/1/2023		\$39.13	\$21.22	\$60.35
Piledrivers	1/1/2024		\$40.63	\$21.97	\$62.60
Piledrivers	1/1/2025		\$41.88	\$22.72	\$64.60
Piledrivers	1/1/2026		\$43.13	\$23.47	\$66.60
Plasterers	5/1/2023		\$31.33	\$20.83	\$52.16
Plasterers	5/1/2024		\$32.93	\$21.08	\$54.01
Plumber/Pipefitter	5/1/2023		\$41.36	\$29.72	\$71.08
Roofers (Composition)	5/1/2023		\$42.63	\$34.62	\$77.25
Roofers (Composition)	5/1/2024		\$44.13	\$34.77	\$78.90
Roofers (Shingle)	5/1/2023		\$32.85	\$22.10	\$54.95
Roofers (Shingle)	5/1/2024		\$34.35	\$22.20	\$56.55
Roofers (Slate & Tile)	5/1/2023		\$35.85	\$22.10	\$57.95
Roofers (Slate & Tile)	5/1/2024		\$37.35	\$22.20	\$59.55
Sheet Metal Workers	6/1/2022		\$40.22	\$41.01	\$81.23
Sheet Metal Workers	6/1/2023		\$41.41	\$42.32	\$83.73
Sheet Metal Workers	6/1/2024		\$43.09	\$43.14	\$86.23
Sign Makers and Hangars	7/15/2022		\$30.54	\$24.35	\$54.89
Sign Makers and Hangars	7/15/2023		\$31.76	\$24.63	\$56.39
Sign Makers and Hangars	7/15/2024		\$32.32	\$25.82	\$58.14
Sprinklerfitters	4/1/2023		\$44.33	\$28.04	\$72.37
Sprinklerfitters	4/1/2024		\$46.45	\$28.62	\$75.07
Terrazzo Finisher	5/1/2023		\$35.79	\$19.25	\$55.04
Terrazzo Finisher	5/1/2024		\$35.66	\$20.76	\$56.42
Terrazzo Grinder	5/1/2023		\$36.54	\$19.25	\$55.79

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 25-03434 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Terrazzo Grinder	5/1/2024		\$36.42	\$20.76	\$57.18
Terrazzo Mechanics	5/1/2023		\$36.51	\$21.00	\$57.51
Terrazzo Mechanics	5/1/2024		\$36.44	\$22.51	\$58.95
Tile & Marble Finisher	5/1/2023		\$32.91	\$15.49	\$48.40
Tile & Marble Finisher	5/1/2024		\$33.36	\$16.99	\$50.35
Tile & Marble Finisher	5/1/2025		\$35.31	\$16.99	\$52.30
Tile & Marble Finisher	5/1/2026		\$37.26	\$16.99	\$54.25
Tile Setter	5/1/2023		\$34.80	\$17.74	\$52.54
Tile Setter	5/1/2024		\$35.25	\$19.24	\$54.49
Tile Setter	5/1/2025		\$37.20	\$19.24	\$56.44
Tile Setter	5/1/2026		\$39.15	\$19.24	\$58.39
Truckdriver class 1(see notes)	1/1/2023		\$33.04	\$22.13	\$55.17
Truckdriver class 1(see notes)	1/1/2024		\$34.79	\$22.63	\$57.42
Truckdriver class 1(see notes)	1/1/2025		\$36.29	\$23.13	\$59.42
Truckdriver class 1(see notes)	1/1/2026		\$37.79	\$23.63	\$61.42
Truckdriver class 2 (see notes)	1/1/2023		\$33.50	\$22.43	\$55.93
Truckdriver class 2 (see notes)	1/1/2024		\$35.25	\$22.93	\$58.18
Truckdriver class 2 (see notes)	1/1/2025		\$36.75	\$23.43	\$60.18
Truckdriver class 2 (see notes)	1/1/2026		\$38.25	\$23.93	\$62.18
Window Film / Tint Installer	6/1/2019		\$24.52	\$12.08	\$36.60
Window Film / Tint Installer	6/1/2024		\$26.37	\$14.83	\$41.20

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 25-03434 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Carpenter	1/1/2023		\$38.35	\$20.59	\$58.94
Carpenter	1/1/2024		\$39.85	\$21.34	\$61.19
Carpenter	1/1/2025		\$41.10	\$22.09	\$63.19
Carpenter	1/1/2026		\$42.35	\$22.84	\$65.19
Carpenter Welder	1/1/2023		\$39.85	\$20.59	\$60.44
Carpenter Welder	1/1/2024		\$41.35	\$21.34	\$62.69
Carpenter Welder	1/1/2025		\$42.60	\$22.09	\$64.69
Carpenter Welder	1/1/2026		\$43.85	\$22.84	\$66.69
Carpenters - Piledriver/Welder	1/1/2023		\$40.63	\$21.22	\$61.85
Carpenters - Piledriver/Welder	1/1/2024		\$42.13	\$21.97	\$64.10
Carpenters - Piledriver/Welder	1/1/2025		\$43.38	\$22.72	\$66.10
Carpenters - Piledriver/Welder	1/1/2026		\$44.63	\$23.47	\$68.10
Cement Finishers	1/1/2023		\$34.14	\$25.05	\$59.19
Cement Finishers	1/1/2024		\$35.14	\$26.30	\$61.44
Cement Finishers	1/1/2025		\$35.94	\$27.50	\$63.44
Cement Masons	1/1/2020		\$32.84	\$21.10	\$53.94
Electric Lineman	5/29/2023		\$51.40	\$29.62	\$81.02
Electric Lineman	6/3/2024		\$52.80	\$30.61	\$83.41
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2021		\$34.01	\$31.13	\$65.14
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2023		\$36.26	\$31.38	\$67.64
Iron Workers	5/1/2024		\$31.00	\$24.40	\$55.40
Laborers (Class 01 - See notes)	1/1/2023		\$29.85	\$25.50	\$55.35
Laborers (Class 01 - See notes)	1/1/2024		\$32.10	\$25.50	\$57.60
Laborers (Class 01 - See notes)	1/1/2025		\$33.60	\$26.00	\$59.60
Laborers (Class 01 - See notes)	1/1/2026		\$34.60	\$27.00	\$61.60
Laborers (Class 02 - See notes)	1/1/2023		\$30.01	\$25.50	\$55.51
Laborers (Class 02 - See notes)	1/1/2024		\$32.26	\$25.50	\$57.76
Laborers (Class 02 - See notes)	1/1/2025		\$33.76	\$26.00	\$59.76
Laborers (Class 02 - See notes)	1/1/2026		\$34.76	\$27.00	\$61.76
Laborers (Class 03 - See notes)	1/1/2023		\$30.50	\$25.50	\$56.00
Laborers (Class 03 - See notes)	1/1/2024		\$32.75	\$25.50	\$58.25
Laborers (Class 03 - See notes)	1/1/2025		\$34.25	\$26.00	\$60.25
Laborers (Class 03 - See notes)	1/1/2026		\$35.25	\$27.00	\$62.25
Laborers (Class 04 - See notes)	1/1/2023		\$30.95	\$25.50	\$56.45
Laborers (Class 04 - See notes)	1/1/2024		\$33.20	\$25.50	\$58.70
Laborers (Class 04 - See notes)	1/1/2025		\$34.70	\$26.00	\$60.70
Laborers (Class 04 - See notes)	1/1/2026		\$35.70	\$27.00	\$62.70
Laborers (Class 05 - See notes)	1/1/2023		\$31.36	\$25.50	\$56.86
Laborers (Class 05 - See notes)	1/1/2024		\$33.61	\$25.50	\$59.11
Laborers (Class 05 - See notes)	1/1/2025		\$35.11	\$26.00	\$61.11
Laborers (Class 05 - See notes)	1/1/2026		\$36.11	\$27.00	\$63.11
Laborers (Class 06 - See notes)	1/1/2023		\$28.20	\$25.50	\$53.70
Laborers (Class 06 - See notes)	1/1/2024		\$30.45	\$25.50	\$55.95

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 25-03434 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Laborers (Class 06 - See notes)	1/1/2025		\$31.95	\$26.00	\$57.95
Laborers (Class 06 - See notes)	1/1/2026		\$32.95	\$27.00	\$59.95
Laborers (Class 07 - See notes)	1/1/2023		\$30.85	\$25.50	\$56.35
Laborers (Class 07 - See notes)	1/1/2024		\$33.10	\$25.50	\$58.60
Laborers (Class 07 - See notes)	1/1/2025		\$34.60	\$26.00	\$60.60
Laborers (Class 07 - See notes)	1/1/2026		\$35.60	\$27.00	\$62.60
Laborers (Class 08 - See notes)	1/1/2023		\$32.35	\$25.50	\$57.85
Laborers (Class 08 - See notes)	1/1/2024		\$34.60	\$25.50	\$60.10
Laborers (Class 08 - See notes)	1/1/2025		\$36.10	\$26.00	\$62.10
Laborers (Class 08 - See notes)	1/1/2026		\$37.10	\$27.00	\$64.10
Millwright	6/1/2023		\$41.51	\$23.33	\$64.84
Millwright	6/1/2024		\$43.46	\$23.33	\$66.79
Millwright	6/1/2025		\$45.46	\$23.33	\$68.79
Millwright	6/1/2026		\$47.52	\$23.33	\$70.85
Operators (Class 01 - see notes)	1/1/2023		\$36.50	\$23.58	\$60.08
Operators (Class 01 - see notes)	1/1/2024		\$38.30	\$24.03	\$62.33
Operators (Class 01 - see notes)	1/1/2025		\$40.10	\$24.23	\$64.33
Operators (Class 01 - see notes)	1/1/2026		\$41.67	\$24.66	\$66.33
Operators (Class 02 -see notes)	1/1/2023		\$36.22	\$23.58	\$59.80
Operators (Class 02 -see notes)	1/1/2024		\$38.02	\$24.03	\$62.05
Operators (Class 02 -see notes)	1/1/2025		\$39.82	\$24.23	\$64.05
Operators (Class 02 -see notes)	1/1/2026		\$41.39	\$24.66	\$66.05
Operators (Class 03 - See notes)	1/1/2023		\$32.58	\$23.58	\$56.16
Operators (Class 03 - See notes)	1/1/2024		\$34.38	\$24.03	\$58.41
Operators (Class 03 - See notes)	1/1/2025		\$36.18	\$24.23	\$60.41
Operators (Class 03 - See notes)	1/1/2026		\$37.75	\$24.66	\$62.41
Operators (Class 04 - See notes)	1/1/2023		\$32.09	\$23.58	\$55.67
Operators (Class 04 - See notes)	1/1/2024		\$33.89	\$24.03	\$57.92
Operators (Class 04 - See notes)	1/1/2025		\$35.69	\$24.23	\$59.92
Operators (Class 04 - See notes)	1/1/2026		\$37.26	\$24.66	\$61.92
Operators (Class 05 - See notes)	1/1/2023		\$31.88	\$23.58	\$55.46
Operators (Class 05 - See notes)	1/1/2024		\$33.68	\$24.03	\$57.71
Operators (Class 05 - See notes)	1/1/2025		\$35.48	\$24.23	\$59.71
Operators (Class 05 - See notes)	1/1/2026		\$37.05	\$24.66	\$61.71
Operators Class 1-A	1/1/2023		\$39.50	\$23.58	\$63.08
Operators Class 1-A	1/1/2024		\$41.30	\$24.03	\$65.33
Operators Class 1-A	1/1/2025		\$43.10	\$24.23	\$67.33
Operators Class 1-A	1/1/2026		\$44.67	\$24.66	\$69.33
Operators Class 1-B	1/1/2023		\$38.50	\$23.58	\$62.08
Operators Class 1-B	1/1/2024		\$40.30	\$24.03	\$64.33
Operators Class 1-B	1/1/2025		\$42.10	\$24.23	\$66.33
Operators Class 1-B	1/1/2026		\$43.67	\$24.66	\$68.33
Painters Class 1 (see notes)	5/1/2018		\$23.92	\$14.37	\$38.29
Painters - Line Stripping	12/1/2023		\$42.10	\$27.43	\$69.53

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 25-03434 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Painters - Line Stripping	12/1/2024		\$44.12	\$27.91	\$72.03
Painters Class 2 (see notes)	5/1/2023		\$29.15	\$17.54	\$46.69
Painters Class 2 (see notes)	5/1/2024		\$29.72	\$18.08	\$47.80
Painters Class 3 (see notes)	5/1/2023		\$34.90	\$17.54	\$52.44
Painters Class 3 (see notes)	5/1/2024		\$35.47	\$18.08	\$53.55
Pile Driver Divers (Building, Heavy, Highway)	1/1/2023		\$58.70	\$21.22	\$79.92
Pile Driver Divers (Building, Heavy, Highway)	1/1/2024		\$60.95	\$21.97	\$82.92
Pile Driver Divers (Building, Heavy, Highway)	1/1/2025		\$62.82	\$22.72	\$85.54
Pile Driver Divers (Building, Heavy, Highway)	1/1/2026		\$64.70	\$23.47	\$88.17
Piledrivers	1/1/2023		\$39.13	\$21.22	\$60.35
Piledrivers	1/1/2024		\$40.63	\$21.97	\$62.60
Piledrivers	1/1/2025		\$41.88	\$22.72	\$64.60
Piledrivers	1/1/2026		\$43.13	\$23.47	\$66.60
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2022		\$48.43	\$40.28	\$88.71
Truckdriver class 1(see notes)	1/1/2023		\$33.04	\$22.13	\$55.17
Truckdriver class 1(see notes)	1/1/2024		\$34.79	\$22.63	\$57.42
Truckdriver class 1(see notes)	1/1/2025		\$36.29	\$23.13	\$59.42
Truckdriver class 1(see notes)	1/1/2026		\$37.79	\$23.63	\$61.42
Truckdriver class 2 (see notes)	1/1/2023		\$33.50	\$22.43	\$55.93
Truckdriver class 2 (see notes)	1/1/2024		\$35.25	\$22.93	\$58.18
Truckdriver class 2 (see notes)	1/1/2025		\$36.75	\$23.43	\$60.18
Truckdriver class 2 (see notes)	1/1/2026		\$38.25	\$23.93	\$62.18

BID SPECIFICATIONS

This project involves removal and disposal of the current split HVAC unit and provision and installation of one new unit to provide both A/C and heat. The unit shall provide heating and cooling to the kitchen space of the jail which is approximately 3,500 square feet.

The current system consists of:

A/C Unit

Model: McQuay ACZ033AC27-ERM

Air cooled condensing unit

Scroll type compressors

33 Ton

R22 refrigerant

460 volt 3 phase

Air Handler and Gas Furnace Unit

Model: Reznor RPBL-800

Dx coil with downturn plenum

460 volt 3 phase

Input 800,000 btu

Output 640,000 btu

motorized Air control Dampers on both outside air inlet and return air duct

6000 CFM

Outside air weather hood

Requirements for new unit

The replacement unit shall provide for at minimum the same performance as the current system and shall meet the following requirements:

- The package unit shall provide space condition as well as make up air for the kitchen exhaust system.
- The package unit shall be 460v 3 phase.
- The package unit shall have a baffled weather hood on the outside air inlet.
- The package unit shall have modulating and interconnected outside air inlet damper and return air damper.
- The package unit outside air damper shall be interlocked with the kitchen hood exhaust system.
- The package unit shall have an integrated air filter rack, with reusable washable mesh filters with suggested thickness not less than 2".
- The package unit shall have a blower fan capable of not less than 6000 CFM.
- The package unit shall adapt into existing supply and return ductwork at or near curb level. The ductwork is inaccessible from the kitchen.
- The package unit shall incorporate a downturn plenum on the supply duct.
- The package unit shall have a 120 volt GFCI outlet mounted externally in a weather appropriate box.
- The package unit shall have control functions compatible with or adaptable to the current NRG Inc. system administered Schneider Electric system.

- The A/C side shall use R-454B refrigerant.
- The A/C side shall have an output rating of not less than 33 tons.
- The A/C side shall be a dual unit.
- The heating furnace side shall be gas fired.
- The heating furnace side shall be two stage.
- The heating furnace side shall have a BTU rating of not less than 650,000.

All equipment furnished under this bid shall be new, unused and of the same quality as the manufacturer's current production model. Accessories not specifically mentioned but necessary to furnish a complete and fully functioning unit shall be included. The equipment shall conform to the best practice known to the trade in design, quality of material and workmanship.

Installation requirements

The installation contractor shall work in collaboration with NRG, Inc. to set up the control programming of the new systems.

Warranty

A minimum warranty of 1 year from installation completion date is required for labor.
A minimum warranty of 1 year from installation completion date is required for parts and shall cover shipping/delivery of the parts to the Jail.

Other

All bidders shall provide for on call ability for service including parts availability 24 hours a day, 7 days a week with a response time of 24 hours or less.

General

During the mandatory pre-bid conference, potential bidders shall inspect the area to make themselves aware of any and all conditions which might affect their bid and to verify dimensional requirements for curb adapter to be furnished, if needed.

The County prefers a unit to fit existing conditions and eliminate building alterations, but will consider an equal package unit with Bidder being responsible for alterations. The bidder shall describe any alterations necessary in their bid submission.

Once awarded and the project is scheduled, work must be completed between the hours of 7am and 3pm excluding holidays and weekends. Any exception must be mutually agreed upon by both Franklin County and the contractor.

The successful bidder shall supply two copies each of maintenance, operating and wiring manuals. One shall be a paper copy and the second one a digital copy in PDF format.

Safety

The Franklin County Jail is occupied by County employees, inmates and visited by the general public. The Contractor will cooperate and coordinate with Franklin County to ensure the health and safety of all persons at the jail, minimize noise impacts and ensure Jail operations can continue during the project. All work performed shall be in accordance with all applicable codes, regulations, ordinances, rules and regulations of all public, municipal, local and state jurisdictional codes that have bearing on the project.

The contractor must take measures to ensure the safety of County employees, inmates and visitors during this project including but not limited to exposure to noise, dust, debris and any other potential hazard.

The contractor shall provide their own equipment, tools, personal protective gear, consumables, etc. to perform all work.

The contractor shall provide any applicable Safety Data Sheets (SDS) to the County for the project.

Debris

The contractor shall provide and pay for a dumpster if required and is responsible for all removal of debris from the site. If needed, the dumpster will be located on site at a location determined by the County. The contractor is responsible for appropriate management of debris from the project. The contractor shall clean project site and work areas daily and dispose of materials lawfully. The contractor shall maintain the project site free of waste materials and debris at the end of each day. At the end of the project the contractor shall remove masking, draping and other projection from adjacent surface and leave the area in a clean condition free of debris. The job site shall be cleaned of all excess material; all areas impacted by construction shall be restored to original condition as approved by the County.

Reporting

The contractor shall report problems and/or system deficiencies to the County on a daily basis along with specific pricing to correct or repair. The contractor's superintendent will keep daily reports outlining areas/scope of work performed, unusual events, note requests for clarification issues, inspections performed and any other pertinent information.

Other

The contractor shall provide a competent, full time superintendent at all times when work is in progress. The superintendent will be fully empowered to contractually represent the contractor at all times during the duration of the contract.

Parking and Staging will be at the direction of Franklin County Jail. The Contractor will ensure that the building has ingress and egress during construction.

The contractor is responsible for all Taxes, Permits, Fees, Insurance and Bonding costs for this project. All costs must be included in the bid price.

Any damage to the building, systems, or property caused by the contractor shall result in the contractor repairing or replacing the damaged items(s) at no additional cost to the County.

ATTACHMENT A
REFERENCES

Reference #1

Company _____

Contact Name _____

Company Address _____

Company City, State & Zip _____

Contact Phone Number _____

Contact Email _____

Description of Work Performed _____

Reference #2

Company _____

Contact Name _____

Company Address _____

Company City, State & Zip _____

Contact Phone Number _____

Contact Email _____

Description of Work Performed _____

Reference #3

Company _____

Contact Name _____

Company Address _____

Company City, State & Zip _____

Contact Phone Number _____

Contact Email _____

Description of Work Performed _____

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid and in accordance with the Pennsylvania Antibid-Rigging Act, 73 P.S. 1611 et seq.
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 very carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated 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 the term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any 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.
7. A person's affidavit stating that the person has been convicted or found liable of any act prohibited by State or Federal law in any jurisdiction involving conspiracy or collusion with respect to bidding in any public contract within the last three (3) years does not prohibit a governmental agency from accepting a bid or awarding a contract to that person, but may be a ground for administration, suspension or debarment in the discretion of a governmental agency under the rules and regulations of that agency, or, in the case of a governmental agency with no administrative suspension or debarment regulations or procedures, may be a ground for consideration on the question whether such agency should decline to award the contract to that person on the basis of a lack of responsibility.

NON-COLLUSION AFFIDAVIT

Contract/Bid No : 2025232-01

State of: _____ :
: SS
County of: _____ :

I state that I am _____ of _____
(Title) (Firm)

and that I am authorized to 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 or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
5. _____, its affiliates, subsidiaries, officers, directors, and
(Firm)

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:

6. _____ has or has not (*circle one*) 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 within the last three (3) years.

I state that _____ understands
(Firm)

acknowledges that the above responsibilities are material and important, and will be relied on by the Owner 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 the Owner of the true facts relating to the submission of bids for this contract.

Name

Company Position

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____
DAY OF _____, 20 _____.

Notary Public

My Commission Expires:

AGREEMENT

THIS AGREEMENT, made this ____ day of _____ 2025, by and between the COUNTY OF FRANKLIN, PENNSYLVANIA, by and through the FRANKLIN COUNTY COMMISSIONERS, a political subdivision existing under the laws of the Commonwealth of Pennsylvania, (hereinafter called Owner), and _____ with a business address of _____ (hereinafter called Contractor).

WITNESSETH, that for, and in consideration of, the mutual promises, covenants, and agreements by each of the parties hereto to the other made, the parties hereto, with the intention to be legally bound, do covenant, promise, and agree as follows:

1. The Contractor shall supply all work and comply with all requirements of the Contract Documents, as defined herein and as referenced on the Invitation for Bid and Bid, RFB# _____, Franklin County Jail Secure Door Replacement Project.

The scope of the work shall be as defined in the Bid Specifications attached to the Invitation for Bids, IFB# _____.

2. The Owner will pay the Contractor the lump sum price of _____ dollars upon completion and, as agreed upon by both parties.

Contractor shall invoice owner for all construction services upon final approval and acceptance by Owner. All invoices shall be due upon presentation and shall be considered past due if not paid within forty-five (45) days of the date of the invoice.

The parties acknowledge and agree that this Project is subject to the Pennsylvania Prevailing Wage Act, 43 P.S. § 165-1, *et seq.* (the "Prevailing Wage Act") The Contractor expressly agrees to comply with the Prevailing Wage Act in all respects, and shall compensate all workmen (as that term is defined under the Prevailing Wage Act) pursuant to the wage and fringe benefit rates established thereunder. Contractor shall further provide all requested information and documents, including, but not limited to, certified payroll and compensation documents to Owner within five (5) days of request. Failure to comply with the Prevailing Wage Act shall entirely relieve the Owner of the obligation to make payment under this Agreement. Contractor shall fully indemnify and hold the Owner harmless for all remedies and/or penalties imposed under the Prevailing Wage Act for violation thereof, including, but not limited to, reasonable attorneys' fees and costs.

3. The term "Contract Documents" means and includes the following:

- a) Invitation for Bids and Request for Bid Package;
- b) Instructions for Bidders;
- c) Bid, dated _____;
- d) Bid Bond;
- e) Agreement;
- f) Special Conditions, if any;
- g) Instructions for Non-Collusion Affidavit;
- h) Non-Collusion Affidavit;

- i) Waiver of Liens;
- j) Notice of Intent to Award;
- k) Notice to Award;
- l) Notice to Proceed;
- m) Certificate of Insurance;
- n) Statement of Surety Company;
- o) Specifications and Drawings consisting of sheets numbered
- p) Addenda, if any:

No. _____ Dated: _____
 No. _____ Dated: _____
 No. _____ Dated: _____

All of the above-listed documents are hereby incorporated by reference into this Agreement.

4. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns, but it may not be assigned by the Contractor without the express written consent of the Owner.

5. Contractor specifically acknowledges and reaffirms its responsibility to obtain and maintain all insurance coverages set forth in Section 12 of the Request for Bid, which is incorporated herein by reference.

6. Contractor agrees to indemnify and hold harmless the County, its successors, administrators, board members, commissioners, assigns, attorneys, insurers, employees, and agents (the "County Releasees") from and against, and to reimburse the County Releasees with respect to, any and all claims, demands, causes of action, losses, damages, liabilities, penalties, assessments, costs, and expenses (including reasonable attorneys' fees and other costs and expenses incident to any claim, suit, action or proceeding) arising out of or resulting from the work pursuant to this Agreement, the Franklin County Human Services Roof Replacement Project, including all claims of third party personal injury and/or property damage, and the business relationship between the parties, including, without limitation, any and all known or unknown, foreseen or unforeseen, matured or unmatured claims and the consequences thereof.

Contractor, for and in consideration of the mutual promises contained in this Agreement, hereby remises, releases and forever discharges the County Releasees, and, by these presents, does, for its successors, administrators, assigns, heirs, executors, and agents, remise, completely release and forever discharge the County Releasees, of and from any and all past, present or future claims, demands, obligations, actions, causes of action, rights, damages, costs, fees, including attorneys' fees, expenses and compensation of any nature whatsoever, whether based on a tort, contract, or any other theory of recovery, and whether for compensatory, statutory, or punitive damages, which Contractor now has, or which may hereafter accrue or otherwise be acquired, on account of, or in any way growing out of, or in any way related to any personal injury or property damage, of any kind or sort whatsoever, arising out of the work described in the Request for Bid and this Agreement, including, without limitation, any and all known or unknown, foreseen or unforeseen, matured or unmatured claims and the consequences thereof.

7. This Agreement shall be governed and interpreted under the laws of the Commonwealth of Pennsylvania. All claims arising hereunder shall be filed only in the Court of Common Pleas for the Thirty-Ninth Judicial District of Pennsylvania-Franklin County Branch.

8. If either party fails to fulfill in a timely or proper manner its obligations under this Agreement, or if either party violates any of the covenants or stipulations of this Agreement, the party injured thereby shall have the right to terminate this Agreement by providing written notice of such termination and specifying the effective date thereof. No less than thirty (30) days' notice shall be provided before the effective date of such termination. Notwithstanding the foregoing, the Owner shall have the right to terminate this Agreement for convenience upon fourteen (14) days' written notice to the Contractor. In the event that the Owner elects to terminate this Agreement for convenience prior to Contractor's completion for the work required hereunder, the Contractor shall be compensated for all work satisfactorily completed in an amount proportionate to services actually provided by Contractor.

9. If an action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover, in addition to any other relief, reasonable attorneys' fees, costs and disbursements.

10. In carrying out the terms of this Agreement, both parties agree not to discriminate against any employee or other person because of gender, ancestry, age, race, color, sex, religious creed, national origin, marital status, handicap or disability, sexual orientation or in violation of the Pennsylvania Human Relations Act, federal, state or local laws. The Contractor and the Owner shall comply with the Contract Compliance Regulations of the Pennsylvania Human Relations Commission, any pertinent Executive Order of the Governor, the Federal Civil Rights Act of 1964, the Multi-Ethnic Placement Act of 1994, the Small Business Job Protection Act of 1996 and with all other laws, regulations, or directives prohibiting discrimination in hiring or employment opportunities.

11. A. The Contractor certifies that it is not currently under suspension or debarment by any federal, state or local government or agency, and if the Contractor cannot so certify, then it agrees to submit a written explanation of why such certification cannot be made.

B. If the Contractor enters into subcontracts or employs under this Agreement any subcontractors/individuals who are currently suspended or debarred by the County, Commonwealth or federal government, or who become suspended, or debarred, by the Commonwealth or federal government during the term of this Agreement, or any extension or renewals thereof, the County or Commonwealth shall have the right to require the Contractor to terminate such subcontracts or employment.

C. The Contractor agrees to reimburse the County or Commonwealth for the reasonable costs of investigating the Contractor's compliance with terms of this or any other Agreement between the Contractor and the County or Commonwealth which result in the suspension or debarment of the Contractor or its subcontractor. Such costs shall include, but are not limited to, salaries of the investigators, including overtime, travel and lodging expenses, and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs that do not result in the Contractor's or subcontractor's suspension or debarment.

D. The Contractor may obtain the current list of suspended and debarred contractors by contacting the:

Department of General Services
Office of Chief Counsel

603 North Office Building
Harrisburg, PA 17125
Phone: (717) 763-6472
FAX: (717) 787-9138

12. The Contractor shall transfer the manufacturers' warranties to the Owner on all materials used on the project. The Contractor shall provide a one (1) year workmanship warranty on the completely installed project.

Contractor shall warrant against defects in workmanship for the installation of the doors for a period of One (1) year commencing upon the completion date.

Contractor shall perform all work hereunder in accordance with the generally accepted standards and practices of the industry. The Contractor shall render diligently and competently all services specified hereunder. The Owner shall not be responsible for discovering deficiencies in the work. The Contractor shall cause to be corrected, at no cost or expense to the Owner, any deficiencies in the work.

13. This Agreement, including all of the Contract Documents set forth in Paragraph 3, contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of the Agreement shall be deemed to exist or bind any of the parties.

14. This Agreement shall not be modified except by a written document signed by the parties hereto.

IN WITNESS WHEREOF, the County of Franklin, Pennsylvania have caused these presents to be executed and its corporate seal affixed thereto and the Contractor has caused these presents to be executed in a like manner the days and year above written.

ATTEST:

ATTEST:

By:

COUNTY OF FRANKLIN, PA

Dean A. Horst, Chairperson

John T. Flannery, Commissioner

Robert G. Ziobrowski, Commissioner

BID CHECKLIST

Bid Forms – 2 copies _____

References (Attachment A) _____

Non-Collusion Affidavit _____

Cut Sheet/Technical Data Sheet _____

Description of any building alterations necessary _____