

Panhandle Regional Planning Commission (PRPC)
Invitation to Bid (IFB) on the
Installation of Security Fencing at a Public Safety Radio Tower Site

BACKGROUND:

The Panhandle Regional Planning Commission (PRPC) is seeking bids from qualified bidders on the installation of security fencing at a public safety radio tower site being developed in Lipscomb County.

This new tower site is located approximately 3 miles east of Darrouzett and ½-mile south of the intersection of Highway 15 and County Road 10 (see attached Location Map). The PRPC has contracted separately for the construction of the new tower and for the shelter pad being installed at the base of the tower. The tower contractor will also be installing the halo ground referenced in the Technical Requirements provided below. The goal of this bid request is to fully enclose the base of the tower, including the shelter pad in a gated, 50'X50' compound and to fence-enclose the three anchors supporting the tower. The erection of the fencing will have to be coordinated with the tower construction contractor so that it occurs immediately after the tower has been completed and the shelter pad has been installed.

The successful Bidder will be responsible for all labor, equipment materials and supplies required to complete this work. The primary work elements include:

1. The installation of a 50'X50'X6' chain link fenced enclosure around the base of the tower in accordance with the Technical Requirements.
2. The installation of a 20' X 10' X 6' chain link fenced enclosure around each of the three (3) guy-wire anchors in accordance with the Technical Requirements.
3. The installation of weed protection barriers, overlaid with a layer of gravel, across the interior of the fenced enclosures of the communication shelter and of the three (3) guy-wire anchors.

1.0. GENERAL CONDITIONS:

- (a) Bidders should thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to have read all specifications, instructions, and the contract documents shall not be cause to alter the original contract or for a contractor or vendor to request additional compensation.
- (b) Bidders should make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the Bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the PRPC or the compensation to the contractor or vendor.

1.1. PREPARATION OF BIDS:

- (a) All information requested on the bid form should be furnished.
- (b) Where requested, unit prices must be shown. In the event of an error in the extension of price, the unit price will govern.
- (c) Alternate bids will not be considered unless requested within the invitation for bids or any subsequent addendum.
- (d) Where requested, proposed delivery time must be shown and include Sundays and holidays.
- (e) Bidders **should not** include Federal taxes or State of Texas limited sales tax in bid prices since the PRPC is exempt from payment of such taxes. An exemption certificate form will be furnished upon request.
- (f) The PRPC **will not** pay any costs or other amounts incurred by any entity in responding to this IFB, or as a result of issuance of this IFB.
- (g) In submitting this bid, the Bidder understands and agrees to be bound by the terms and conditions of this IFB. These terms and conditions will become a part of the purchase order and will consist of the invitation to bid, specifications, the responsive bid and as applicable, the contract with attachments, together with any additional documents identified in the contract and any written change orders approved and signed by the PRPC. All shall have equal weight and be deemed a part of the entire contract. If there is a conflict between contract documents, the provision more favorable to the PRPC shall prevail.

1.2. USE OF NAME BRANDS:

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Where requested, Bidder will state exactly what they intend to furnish; otherwise Bidder shall be required to furnish the items as specified.

1.3. BID SUBMISSION:

- (a) Bids must be submitted on the forms furnished by the PRPC. Unless specifically stated on the PRPC's Bid Form, electronic or faxed bids will not be considered.
- (b) Bids must be enclosed in a properly addressed sealed envelope, with a visible notation on the outside of the envelope reading "*Response to IFB on PANCOM Site Security Fencing*".
- (c) Bids may be submitted by mail to PRPC Regional Services Director, PO Box 9257, Amarillo, TX 79105 or hand-delivered to the PRPC's Regional Services Director at 415 SW Eighth Avenue, Amarillo, TX 79101.
- (d) Where required, samples must be submitted within the time specified, at no expense to the PRPC. If not destroyed or used up during testing, samples will be returned upon request and at the Bidder's expense.
- (e) Bids must be valid for a period of sixty days.

1.4. REJECTION OF BIDS: The PRPC may reject a bid if:

- (a) The Bidder misstates or conceals any material fact in the bid.
- (b) The Bid does not strictly conform to the law or the requirements of the bid.
- (c) If the bid is conditional. Bidder may qualify their bid for acceptance by the PRPC on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.
- (d) No bid submitted herein shall be considered unless the Bidder warrants that, upon execution of a contract with the PRPC, Bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. As requested, Bidder will submit such reports as the PRPC may require assuring compliance with said practices.
- (e) The PRPC may reject all bids or any part of a bid whenever it is deemed necessary.
- (f) The PRPC may waive any minor informalities or irregularities in any bid.

1.5. WITHDRAWAL OF BIDS:

Unless approved by the PRPC Board of Directors, bids may not be withdrawn after they have been publicly opened.

1.6. LATE BIDS OR MODIFICATIONS:

Bids and modifications received after the time set for the bid opening will not be considered. Late bids will be returned to the Bidder unopened.

1.7. CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS:

All questions and requests for clarification regarding this solicitation must be addressed to the PRPC's Regional Services Director (contact information provided in the Additional Information section below). The requirements of this solicitation can only be altered by written addendum to the solicitation. Verbal communications from whatever source are of no effect. Questions must be received by **February 1** to allow the PRPC to issue any needed addendums in sufficient time before the bid opening date.

1.8. AWARD OF CONTRACT:

- (a) The PRPC intends to award this bid to the lowest responsible respondent or the respondent that ranked the highest, based on the evaluation of the selection criteria listed in the request for bid document, therefore; providing the best value. Factors and weights to be considered to determine respondent providing the best value will be noted in the specification/requirements.
- (b) The PRPC reserves the right to accept any item or group of items in the bid specifications, unless the Bidder qualifies its bid by specific limitation. The Bidder will bear the burden of proof of compliance with the PRPC specifications.

- (c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the PRPC to the successful Bidder results in a binding contract without further action by either party. These Terms and Conditions will serve as the basis and governing document of that contract.
- (d) Prices must be quoted F.O.B. Destination as specified in the invitation to bid. The place of delivery shall be that set forth in the purchase order.
- (e) Title & Risk of Loss: The title and risk of loss of goods will not pass to the PRPC until the PRPC actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "*no arrival, no sale*".
- (f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful Bidder will be determined by choosing lots at a PRPC Board of Director's meeting.
- (g) The PRPC will give written notice to the contractor/vendor if any of the following conditions exist:
 - 1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
 - 2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the PRPC if found not to comply with the specifications.
 - 3. The Contractor makes an unauthorized assignment for the benefit of any ContractorUpon receiving written notification from the PRPC that one of the above conditions has occurred, the Contractor must remedy the problem within ten days, to the complete satisfaction of the PRPC, or the contract will be immediately canceled.

1.9. PAYMENT & INVOICING:

- (a) All invoices to the PRPC have a 30-day term from receipt of supplies or completion of services.
- (b) If offered by the Bidder and accepted by the PRPC, discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
- (c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices must be mailed to Panhandle Regional Planning Commission, attention of the PRPC Regional Services Director, PO Box 9257, Amarillo, TX 79105.
- (d) Invoices may be emailed to the PRPC Regional Services Director; however, it will be the responsibility of the contractor or vendor to ensure the document has been received. PRPC will accept no responsibility for late payments of emailed invoices that were not properly received.
- (e) The PRPC will remit payment by mail in accordance with the State of Texas Prompt Payment Act after final inspection and after the invoice for the goods supplied or the services provided has been received and confirmed. No other method of payment will be considered.

1.10. INSURANCE REQUIREMENTS:

The Bidder must maintain Commercial General Liability and Automobile Liability Insurance coverages as required in Texas statute and Worker's Compensation insurance in accordance with the Texas Workers' Compensation Act. As a condition of bid award, PRPC may require proof of adequate insurance coverage(s) and/or that the PRPC be an additional insured on those policies. Bidder further agrees to indemnify and hold the PRPC harmless of any and all losses, damages or claims arising out of or in any way connected with any injury or injuries to any employee or employees of the contract and from any claims of any other person or persons for injuries, losses or damages sustained at, around, or in connection with the work, unless the negligence of the PRPC and/or servant and agents, is shown to be the sole proximate cause of said injury, loss, or damage. Respondent will be responsible for providing the necessary insurance as required by the PRPC and mandated by state law when submitting proposal.

1.11. PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD:

A person or entity who seeks or competes for a PRPC contract or any other person acting on behalf of such person or entity, is prohibited from contacting PRPC officials and employees regarding such a contract after a Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

1.12. PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD:

The PRPC may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the PRPC or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

3.0. PROJECT-RELATED SPECIFICATIONS:

3.1. SCOPE OF WORK:

The Scope of Work for this bid involves the erection of a security fence around a communication shelter compound beneath a public safety radio tower located in Lipscomb County; the erection of fenced enclosures around the tower's three (3) guy-wire anchors; and, the installation of weed prevention barriers inside each of these fenced areas.

3.2. GENERAL CONDITIONS:

- (a) Contractor must provide all equipment, labor, materials, supplies, tools, etc. necessary to perform all work required under this IFB at his/her own expense.
- (b) As part of his/her bid, the Contractor will be responsible for making his/her own arrangements for any utilities (*e.g.*, water, electricity) that may be required to perform the work of this IFB.
- (c) If using a welder or any other equipment that could produce sparks, Contractor will maintain water or equipment on-hand to extinguish fire. Any fire-related damages resulting from the Contractor's work activities will be borne solely by the Contractor.
- (d) Access to the work site will be through the gate located directly south (off County Road 10) of site. There are cattle in this pasture and the Contractor will be fully responsible for ensuring this gate is closed and secured anytime he/she or his/her employees pass through this gate. Any losses attributed to the Contractor's negligence to secure this gate will be fully borne by the Contractor.
- (e) The PRPC intends to maintain a project representative at the work site throughout this fencing project. The Contractor will have to contact the representative, with at least 24-hours' notice, to let him know when work is scheduled to be performed. The PRPC's Project Representative is Shane Brown and he can be reached by phone at (806) 372-3381 [office] or (806) 576-8863 [cell].
- (f) At a minimum, Contractor will provide a 1-year warranty on all work and materials with the warranty period beginning from the date on which the PRPC finally accepts the work.
- (g) The PRPC project representative will be responsible for finally accepting the work

3.3. TECHNICAL REQUIREMENTS:

A. Radio Communications Tower Security Fencing:

- (a) Contractor will furnish and install a security fence around the tower base (tower compound). Fence will include a 12-foot wide double swing gate. The tower compound including gate will be 50' X 50'. The top rail will be not less than 6 feet above grade with three (3) strands of barbed wire above the top elevation.
- (b) Contractor will furnish and install 20' X 10' X 6' fencing around each of the three (3) guy wire anchors.
- (c) All material and workmanship will be in accordance with the ASTM requirements for industrial fence systems, and include:
 - i. Metallic coated carbon steel barbed wire
 - ii. Galvanized before weaving steel fence fabric
 - iii. Metal-coated steel wire for chain-link fence fabric and tension wire
 - iv. Ready mixed concrete (3K-psi)

- v. Installation of chain link fence
- vi. Fence fittings Industrial swing gates
- vii. Strength and protective coatings on metal industrial chain-link framework, pipe, pipe caps
- viii. Steel and hot-dipped (2. oz) galvanized weld for fence structures
- ix. All pipes will be Sch-40
- x. The four corner posts and two gate posts will be bonded to the halo ground

(d) Other minimum requirements include:

- i. Fence mesh wire not lighter than 9 gauge
- ii. Mesh size 2 inches, top rail not smaller than 1-5/8-inches
- iii. Line post not smaller than 2.5 inches
- iv. Terminal post not less than 3-3/4-inches
- v. Gate framework will be not less than 3-3/4-inches O.D Sch-40 galvanized pipe top. The bottom will be not less than 2.5 inches O.D. (Sch-40). Horizontal up rights will be not less than 2.25-inches O.D. Diagonal members will be galvanized tubing not less than 2 inches. Gate fabric and barbed wire will be the same as the fence.

B. Weed Protection:

- (a) Contractor will clear, grub and level the interior areas of the shelter compound and around the guy-wire anchors to remove vegetation.
- (b) Contract will install geotextile fabric and aggregate to cover the entire shelter compound area and guy-wire enclosures (the areas inside the fencing). The aggregate shall be applied three inches in depth and consist of American Association of State Highway and Transportation Officials (AASHTO) #10 coarse aggregate.
- (c) At a minimum, the geotextile fabric will be 6 oz.
- (d) PRPC will consider comparable substitutes to the AASHTO #10 aggregate (e.g., crushed concrete).

C. General:

- (a) Contractor will be responsible for maintaining a safe, clean work site, free from trash and debris.

4.1. **SELECTION AND AWARD:**

A. Submission Deadline:

- (a) Bid responses must be received by the PRPC not later than **2:00 PM (CST) on Wednesday, February 12, 2020.** For this IFB, bid responses may be submitted by mail or email.

If mailed:

PRPC
Attn: S. Brown
PO Box 9257
Amarillo, TX 79105

If hand-delivered:

PRPC
Attn: S. Brown
415 West 8th Avenue
Amarillo, TX 79101

If emailed:

Shane Brown email:
sbrown@theprpc.org
Shane Brown phone
(806) 372-3381

- (b) Ultimately, the responsibility for ensuring an emailed response has been properly received rests with the Bidder.

B. Award Considerations:

- (a) Award will be made to the responsible bidder with the lowest priced bid that is responsive to the specifications and all other requirements stated herein. Award will be made as follows:
- All or none.
- (b) Bidders may request a copy of the bid results by email to sbrown@theprpc.org. Bid results will be available only after an award official decision is made.

C. Form of Contract:

- (a) The PRPC intends to use a Purchase Order as the instrument for creating a contractual relationship with the successful bidder. The PO will by reference, incorporate the terms and conditions of this IFB.

4.0. ADDITIONAL INFORMATION:

Prospective bidders desiring additional information regarding this IFB may contact the PRPC's Regional Services Director, John Kiehl, as follows:

Office Phone: (806) 372-3381

Email Address: jkiehl@theprpc.org

BID FORM

Description of bid element	Bid Amount
1. Provide all labor, equipment, materials and supplies necessary to erect a 50' X 50' X 6' fenced enclosure with 12-foot wide double swing gate at the base of the PRPC's public safety radio tower in Lipscomb County; in accordance with the Technical Requirements.	\$ _____
2. Provide all labor, equipment, materials and supplies necessary to erect a 20' X 10' X 6' fenced enclosure around each of the three (3) guy-wire anchors at the PRPC's public safety radio tower in Lipscomb County; in accordance with the Technical Requirements.	\$ _____
3. Apply a geotextile weed barrier, overlaid with 3" of coarse aggregate, across the entire interiors of the fenced enclosures described with Items 1 & 2 above; in accordance with the Technical Requirements.	\$ _____
Total Project Bid:	\$ _____

Total Project Bid written in words: _____

TIME PROPOSAL: Time required to complete the project from the date of bid award: _____ weeks.

In submitting this bid, Bidder agrees and promises, that if this bid is accepted; to sell, furnish, and deliver to the Panhandle Regional Planning Commission (PRPC) all commodities and/or services contained in this IFB as proposed above. Written acceptance of the bidder's bid response by the PRPC, by issuance of a purchase order or contract, constitutes a binding contract made and entered into by and between the PRPC and the bidder named below. The contractor shall then fully perform the contract in accordance with the all specifications, terms and conditions, and requirements contained herein. I further affirm that the products included in the proposal and which would be used on this project meet or exceed the standards called out in the IFB's Technical Requirements. The person below hereby attests that he/she is authorized to submit this bid on behalf of the company listed.

Company Name of Bidder: _____

Address of Bidder: _____

City/State/Zip of Bidder: _____

Bidder's Authorized Representative: _____

Representative's Title: _____ Representative's Phone: _____

Contact Person Email: _____

Authorized Representative's Signature: _____

This response may be emailed or mailed. If emailed, address to Shane Brown at: sbrown@theprpc.org. If emailed, include "Response to IFB on PANCOM Site Security Fencing" in the email's subject line.

Lipscomb County Tower Location Map

