

DELAWARE RIVER JOINT TOLL BRIDGE COMMISSION
Administration Building
Morrisville, Pennsylvania 19067

Invitation for Bids
“PORTLAND-COLUMBIA and DELAWARE WATER GAP TOLL
GARAGE FLOORS CONCRETE RESURFACING”

GENERAL PROVISIONS

I. PROPOSALS

- A. Bids must be made on the standard Proposal form provided by the Commission. Proposals must be delivered or mailed to the Delaware River Joint Toll Bridge Commission, 110 Wood & Grove Streets, Morrisville, Pennsylvania 19067. The requirement of a bid security/bond is being waived for this proposal.
- B. Proposals will be opened and read on **Friday, September 6, 2019 at 2:00 p.m.** at the Administration Building of the Delaware River Joint Toll Bridge Commission, Morrisville, Pennsylvania.
- C. The Proposals submitted by the bidders must be typewritten or printed thereon, properly signed by the bidder. Bids must be submitted in a sealed envelope. Envelopes shall be clearly marked with the name of the bid as well as the date and hour of the bid opening.
- D. All Proposals must conform to the minimum requirements as set forth in the attached specifications and Insurance requirements.
- E. Consideration will be extended to each proposal individually, and the details are set forth in the specifications.
- F. Bidders submitting proposals via U.S. Mail shall be responsible to place their proposal in the mail in sufficient time to insure delivery prior to the time of the bid.
- G. It shall be the bidder's responsibility to actually deliver and place their proposals in the designated "Bid Box" at the Administration Building of the Delaware River Joint Toll Bridge Commission, 110 Wood & Grove Streets, Morrisville, Pennsylvania 19067, on or before the hour named and no bid will be accepted after the specified time. Proposals may be forwarded via U.S. Mail and they will be delivered and placed in the said "Bid Box" by the authorized personnel of the Delaware River Joint Toll Bridge Commission up to the time specified for opening of the bids. Bids not so submitted will be considered informal and will be returned unopened.

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- H. Proposals shall be submitted in a sealed envelope. Envelopes shall be clearly marked with the name of the bid as well as the date and hour of the bid opening.
- I. In the event of an error in the calculation and/or extension of unit prices to total prices, the Commission will consider that the unit price is the governing price.
- J. No bid may be withdrawn prior to the tenth day following the first Regular or Special Meeting of the Commission.
- K. Proposals that are not accompanied by bid security, Certified Check, Cashier's Check, Money Order or Bid Bond when required (See Paragraph A), will be rejected and such rejection action cannot be appealed. The successful bidder shall, within 10 days after the award of the contract, execute a Surety Company Bond acceptable to the Commission, in a sum equal to 100% of the contract awarded. Failure to comply with the requirements of these specifications or failure to enter security or execute the contract within the specified 10 days shall be considered sufficient cause for annulment of the award.
- L. The Commission reserves the right to reject any and all bids and to award purchase in the best interest of the public and the Commission.

II. SPECIFICATIONS

Specifications covering the PORTLAND-COLUMBIA and DELAWARE WATER GAP TOLL GARAGE FLOOR CONCRETE RESURFACING, along with the General Provisions and Proposal forms, are available, via U.S. Mail or may be obtained at the following location:

Delaware River Joint Toll Bridge Commission
Administration Building
110 Wood & Grove Streets,
Morrisville, Pennsylvania 19067

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GENERAL PROVISIONS

SPECIAL INSTRUCTIONS TO BIDDERS

- (1) All specifications must be complied with fully.
- (2) All bidders must supply complete descriptive information with their respective bids.
- (3) All bidders must state in writing any and or all exceptions to the Commission specifications.
- (4) Failure to comply with the above instructions may and can result in disqualification of bids.

III. RESULTS OF BIDDING

The results of bidding for the GARAGE FLOORS CONCRETE RESURFACING will be presented to the Commission at its first Regular or Special Meeting, which convenes subsequent to the receiving of bids, for determination as to award of purchase.

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GENERAL PROVISIONS

IV. TAXES

The Commission is a tax-exempt public agency. Proposals are not to contain any consideration with respect to Federal Excise, State Sales or other taxes. The Commission will furnish a tax-exempt certificate to the successful bidder to support his records.

FOR ADDITIONAL INFORMATION, PLEASE CONTACT:

Steve Wells, Purchasing Agent
Administration Building
110 Wood & Grove Streets
Morrisville, Pennsylvania 19067
(267) 790-1017

SPECIAL NOTE: Please allow 5 to 7 days after the bid opening for our review of the bids and preparation of the results of bidding. **PLEASE DO NOT CALL IMMEDIATELY AFTER THE BID OPENING FOR THE RESULTS.**

All bidders will be furnished a copy of the Results of Bidding immediately following the next scheduled Commission Meeting that takes place after the bid opening date.

SPECIFICATIONS

PORTLAND-COLUMBIA and DELAWARE WATER GAP TOLL GARAGE FLOOR CONCRETE RESURFACING

GENERAL REQUIREMENTS: The work consists of providing all labor, materials and equipment required to mechanically prepare and install epoxy quartz floors to eight (8) garage bays and a work area, approximately 4146 square feet of concrete flooring at the Portland-Columbia and to three (3) garage bays and garage hallway work area, approximately 1582 square feet, of concrete flooring at the Delaware Water Gap Toll Bridge maintenance garages.

1. **COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK:** Upon acceptance the contractor shall commence work no later than thirty (30) days after notice to proceed and work diligently to complete the entire work ready for use by ten (10) working days after contract award.

2. **SCOPE OF WORK:**
 - a) Contractor shall mechanically grind and or shot blast floor to remove contaminates and foreign substances.

 - b) Contractor will grind down and patch in with an epoxy mortar spalled areas, cracks and other imperfections.

 - c) Contractor will Solvent wipe garage and patch areas where needed.

 - d) Contractor will apply vb-5 vapor barrier, two coats of pt4 commercial grade 100% solid grey epoxy with quartz broadcasted for a 100% commercial stout flooring system.

 - e) Contractor will top coat with aus-voc urethane (low voc) with aluminum oxide in final coat for added slip resistance.

 - f) Contractor will ensure all safety measures are in place make certain Commission employees are not exposed to any harmful contaminates during installation of new flooring system.

 - g) All work will be performed in accordance with factory specifications.

3. **SITE VISIT:** All bidders are required to visit the site to verify any/all quantities and to take measurements before submitting bids. Interested parties shall make arrangements for a site visit with **Lendell Jones phone# 908-319-7351**. Secondary contact: **LeVar Talley phone# 267-274-6086**

4. Designated Contact for this project is: **Lendell Jones phone# 908-319-7351**. Secondary contact: **LeVar Talley phone# 267-274-6086**

5. **CONDITIONS AFFECTING THE WORK:** The offeror should visit the site and take such other steps as may be reasonably necessary to ascertain the nature and location of the work, the general and local conditions which can affect the cost of the work thereof. Failure to do so will not relieve

bidders from responsibility for estimating properly the difficulty or cost of successfully performing the work. The DRJTBC will assume no responsibility for any understanding or misrepresentations concerning conditions made by any of its officers or agents prior to the execution of the contract, unless included in the request for quotes, the specification or related documents.

6. **AFTER AWARD OF THE CONTRACT:** The contractor must immediately notify the Designated Contact of his intended start date. The work shall be done in accordance with the specification.
7. **ORAL MODIFICATION:** No oral statement of any person other than Designated Contact shall in any manner or degree, modify or otherwise affect the terms of this contract.
8. **WORKMANSHIP:** All work shall be accomplished with the best standard practices, and by workmen thoroughly experienced in the required trades. The work shall be supervised by experienced personnel and shall be satisfactory to the Designated Contact.
9. **CLEAN UP:** All trash and debris shall be removed from the site daily. The job site shall be left in a clean and neat manner.
10. **UPON COMPLETION OF WORK:** Contact the Designated Contact's to arrange for inspection/acceptance of work.

**DELAWARE RIVER JOINT TOLL BRIDGE COMMISSION
PURCHASE ORDER
INSURANCE / INDEMNITY REQUIREMENTS 8-31-2019
PORTLAND-COLUMBIA and DELAWARE WATER GAP GARAGE FLOOR
CONCRETE RESURFACING**

Insurance:

Prior to the commencement of any work under the Purchase Order, Vendor (hereinafter the "Covered Party") shall, at its sole expense, maintain the following insurance on its own behalf, with an insurance company or companies having an A.M. Best Rating of A- : Class VII or better, and furnish to the Commission Certificates of Insurance and endorsements evidencing same.

1. Workers Compensation and Employers Liability:
 - a) Workers Compensation Coverage: statutory
 - b) Employers Liability Limits not less than:

Bodily Injury by Accident:	\$100,000 each accident
Bodily Injury by Disease:	\$100,000 each employee
Bodily Injury by Disease:	\$500,000 policy limit

2. Commercial General Liability:
 - a) Occurrence Form with the following minimum limits:

(1) General Aggregate:	\$2,000,000
(2) Products/Completed Operations Aggregate:	\$2,000,000
(3) Each Occurrence:	\$1,000,000
(4) Personal and Advertising Injury:	\$1,000,000

3. Automobile Liability:
 - a) \$1,000,000 Per Accident Combined Single Limit
 - b) If hauling hazardous waste, the Policy must include Form MCS-90-Endorsement for Motor Carrier Policies of Insurance for Public Liability under Sections 29 and 30 of the Motor Carrier Act of 1980.

4. Contractor Pollution Liability Coverage:

The following insurance shall be required for Contracts that involve waste and recycling services:

- a) Limits of Insurance:
 - 1) \$1,000,000 Per Occurrence/Per Claim
 - 2) \$2,000,000 Per Occurrence/Per Claim – Policy Aggregate
- b) The Contractor Pollution Liability insurance shall include coverage for, without limitation Clean-Up Costs, 3rd Party Bodily Injury/Property Damage, Non-Owned Disposal Site, Transportation, and Legal Defense Expense.

Additional Insureds:

The Commercial General Liability and Automobile Liability policies shall be endorsed by the insurer to include the Commission, the Commonwealth of Pennsylvania and the State of New Jersey as ADDITIONAL INSUREDS on a primary and non-contributory basis.

Waiver of Rights of Recovery and Waiver of Rights of Subrogation:

All policies, including Workers' Compensation and Employers Liability, shall be endorsed by the insurer to waive its rights of recovery and subrogation against the Commission and all Additional Insureds.

Indemnity Agreement:

To the fullest extent permitted by law, the Covered Party agrees to indemnify, defend and hold the COMMISSION, the Commonwealth of Pennsylvania, the State of New Jersey and their respective commissioners, servants, employees, agents, assigns and affiliates (collectively, the "Indemnified Parties") harmless from and against, any and all liabilities, losses, claims, damages, and expenses including, without limitation, costs of investigation and defense, expert witness fees, legal fees (e.g., fees of attorneys, paralegals and other legal professionals), expenses and diminution of value, whether or not involving a third party claim, arising out of or in any manner connected with the work or services to be performed for the Indemnified Parties, including, but not limited to, work or services performed under this Purchase Order or under any Change Order, or any such other work or services performed for the Indemnified Parties, even for and if caused in whole or in part by any act, omission or negligence of the Indemnified Parties.

It is expressly agreed that the indemnification contained in this Purchase Order covers claims against the Indemnified Parties made by employees of Covered Party.

If there are any liabilities, losses, claims, damages or expenses of any kind or nature unsettled when the Purchase Order has been fulfilled or completed, any unpaid amounts owed by the COMMISSION to the Covered Party shall be deferred until all such liabilities, losses, claims, damages or expenses are: (1) settled; (2) evidence of insurance coverage acceptable to the COMMISSION or indemnification acceptable to the COMMISSION is provided by the Covered Party's insurance carrier; or (3) a bond acceptable to the COMMISSION is provided by the Covered Party to secure payment of all liabilities, losses, claims, damages and expenses owed by the Covered Party to the COMMISSION.

The terms and conditions of this indemnity agreement shall survive any cancellation, expiration or termination of the Purchase Order. The laws of the Commonwealth of Pennsylvania shall apply to the construction of the indemnification set forth above without regard to any conflicts of laws provisions.

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PROPOSAL

PORTLAND-COLUMBIA TOLL-GARAGE FLOOR CONCRETE RESURFACING

FROM:

(FULL NAME OF FIRM OR INDIVIDUAL)

(STREET ADDRESS)

(CITY)

(STATE)

(ZIP CODE)

BID PROPOSAL

My/Our proposal for the **PORTLAND-COLUMBIA TOLL-GARAGE FLOOR CONCRETE RESURFACING**, all in accordance with the General Provisions and Specifications attached hereto is:

GRAND TOTAL \$ _____

ESTIMATED START DATE: _____ . ESTIMATED COMPLETION

DATE: _____ .

(Signature and Title)

(Print Name)

(Date)

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PROPOSAL

DELAWARE WATER GAP TOLL-GARAGE FLOOR CONCRETE RESURFACING

FROM:

(FULL NAME OF FIRM OR INDIVIDUAL)

(STREET ADDRESS)

(CITY)

(STATE)

(ZIP CODE)

BID PROPOSAL

My/Our proposal for the **DELAWARE WATER GAP TOLL-GARAGE FLOOR CONCRETE RESURFACING**, all in accordance with the General Provisions and Specifications attached hereto is:

GRAND TOTAL \$ _____

ESTIMATED START DATE:_____. ESTIMATED COMPLETION

DATE:_____.

(Signature and Title)

(Print Name)

(Date)

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NON-COLLUSIVE BIDDING CERTIFICATIONS

By submission of this bid, each bidder and each person signing on behalf of any bidder, certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

1. The prices in this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices, with any other bidder, or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder, and will not knowingly be disclosed by the bidder prior to the bid opening, directly or indirectly, to any other bidder, or to any competitor; and
3. No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not submit a bid for the purpose of restricting competition.

(Date)

(Signature)

(Telephone)

(Print Name)