

**DELAWARE RIVER JOINT TOLL BRIDGE COMMISSION
TOLL-SUPPORTED BRIDGE SIDEWALK DECK REPLACEMENT PROJECT MATERIALS**

REQUEST FOR PROPOSAL (RFP) DATED AUGUST 16th 2019

GENERAL PROVISIONS

These General Provisions are being provided by the Delaware River Joint Toll Bridge Commission to prospective bidders and will be made part of the executed Purchase Order.

1. **RFP ISSUING OFFICE:** This RFP is issued by the Delaware River Joint Toll Bridge Commission (“RFP Issuing Office”). The RFP Issuing Office is the sole point of contact for this RFP. Please refer all inquiries to:

Joseph Later, Supply Chain Analyst
DRJTBC
110 Wood & Grove Streets
Morrisville, PA 19067
Telephone: 267-790-1018
Fax: 215-295-2649
Email: jelater@drjtbc.org

2. **DATE AND TIME FOR SUBMISSION OF PROPOSALS:** To be considered, the attached proposal sheets must be used and arrive at the RFP Issuing Office in a sealed envelope on or before 2PM local time **August 22nd 2019**
3. **SUBMISSION OF PROPOSALS:**
- (a) Bidders must complete the attached proposal Form including Supplier Name and Address, contact Person, Telephone/Fax Number, and proposed prices. The proposal form must be signed and submitted by an authorized representative of the Supplier or the proposal will be rejected.
 - (b) It is the responsibility of each bidder to ensure that the RFP Issuing Office receives the proposal prior to the Date and Time for Submission of proposals noted under Section 2. The RFP Issuing Office will reject all late proposals.
 - (c) Note: Please have clearly marked on the outside of the sealed envelope: **“Sealed Bid: Toll-Supported Bridge Sidewalk Deck Replacement Materials”** Thursday, August 22nd, 2019 2:00pm
 - (d) If a proposal is submitted with conditions or exceptions or not in conformance with the terms and conditions referenced in the attached **General Provisions** and the **Toll-Supported Bridge Sidewalk Deck Replacement Materials Specifications** it shall be rejected. The proposal shall also be rejected if the items offered by the Supplier are not in conformance with the specifications as determined by the RFP Issuing Office.

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4. MODIFICATION OR WITHDRAWAL OF PROPOSAL:

- (a) Proposal Modification or Withdrawal Prior to Date and Time for Submission of proposals. Proposals may only be modified or withdrawn by written notice received by the RFP Issuing Office prior to the exact time and date specified for submission of proposals. The written notice shall specifically identify the proposal to be modified or withdrawn. Modifications or withdrawals of proposals received after the exact hour and date specified for submission of proposals shall not be considered, except as provided below.
- (b) Proposal Withdrawal after Date and Time for Submission of Proposals. Suppliers are permitted to withdraw erroneous proposals after the Date And Time For Submission Of Proposals only if the following conditions are met:
- i. The Supplier submits a written request for withdrawal.
 - ii. The Supplier presents credible evidence with the request that the reason for the lower price was a clerical mistake as opposed to a judgment mistake and was actually due to an unintentional arithmetical error or an unintentional omission of a substantial quantity of work, labor, material, or services made directly in the compilation of the price.
 - iii. The request for relief and supporting evidence must be received by the RFP Issuing Office referenced in Paragraph 1 of this RFP within three (3) business days after the Date and Time for Submission of proposals, but before issuance of a purchase order.
 - iv. The RFP Issuing Office shall not permit a proposal withdrawal if the proposal withdrawal would result in award to the same Supplier, its partner, or a corporation or business venture owned by or in which the Supplier has a substantial interest.
 - v. If a Supplier is permitted to withdraw its proposal, the Supplier cannot supply any material or labor or perform any subcontract or other work agreement for the Selected Supplier, without the written approval of the RFP Issuing Office.
 - vi. Firm proposals. Except as provided above, a proposal may not be modified, withdrawn, or cancelled by any Awarded Supplier for a period of sixty (60) days after the date and time for submission of proposals
- (c) Clarification and Additional Information. After the receipt of proposals, the RFP Issuing Office shall have the right to contact Suppliers for the purpose of seeking: Clarification of the proposal which confirms the RFP Issuing Office understanding of statements or information in the proposal.
5. 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.

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SPECIFICATIONS

TOLL-SUPPORTED BRIDGE SIDEWALK DECK REPLACEMENT PROJECTS MATERIALS

GENERAL REQUIREMENTS: The work consists of providing the Bill of Materials as listed below for the Toll-Supported Bridge Sidewalk Deck Replacement Projects for the Delaware River Joint Toll Bridge Commission as outlined in this Request for Proposals.

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

2. BILL OF MATERIALS:

<i>QUANTITY</i>	<i>UOM</i>	<i>DESCRIPTION</i>
1050	EACH	COMPOSITE SQUARE EDGE BOARD, 2 X 6: 1.3 IN X 5.5 IN X 102 IN, TREX TRANSCEND - TIKI TORCH
1050	EACH	COMPOSITE SQUARE EDGE BOARD, 2 X 6: 1.3 IN X 5.5 IN X 102 IN, TREX TRANSCEND - SPICED RUM
100	EACH	COMPOSITE SQUARE EDGE BOARD, 2 X 6: 1.3 IN X 5.5 IN X 144 IN, TREX TRANSCEND - TIKI TORCH
100	EACH	COMPOSITE SQUARE EDGE BOARD, 2 X 6: 1.3 IN X 5.5 IN X 144 IN, TREX TRANSCEND - SPICED RUM
1425	EACH	COMPOSITE SQUARE EDGE BOARD, 2 X 6: 1.3 IN X 5.5 IN X 101 IN, TREX TRANSCEND - TIKI TORCH
1425	EACH	COMPOSITE SQUARE EDGE BOARD, 2 X 6: 1.3 IN X 5.5 IN X 101 IN, TREX TRANSCEND - SPICED RUM
17	CASE	DECK SCREWS, 2-3/4", EPOXY COATED, #81 CEDAR, 30 PER STRIP, 50 STRIPS PER CASE OF 1500 (TO FIT CAPTOR XD MURO AUTO ATTACHMENT)
17	CASE	DECK SCREWS, 2-3/4", EPOXY COATED, #73 JAVA, 30 PER STRIP, 50 STRIPS PER CASE OF 1500 (TO FIT CAPTOR XD MURO AUTO ATTACHMENT)
300	TUBES	PL CONSTRUCTION ADHESIVE 29 OZ

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3. SCOPE OF WORK:

- a) Contractor shall provide all materials detailed in the above bill of materials.
- b) Contractor shall deliver said materials to the Trenton-Morrisville Toll-Facility.
- c) Contractor will provide these materials as soon as possible. Please provide intended delivery date.
- d) Contractor shall ensure all safety measures are in place make certain Commission employees are not exposed to any harmful conditions during the delivery process.
- e) All composite decking materials shall be manufactured by Trex of the design and color specified in the bill of materials.

4. Designated Contact for this project is: **LeVar Talley phone# 267-274-6086**. Secondary contact: **Larry Dubin phone# 267-790-1028**.

5. **CONDITIONS AFFECTING THE WORK:** The DRJTBC will assume no responsibility for any misunderstanding 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 proposals, the specification or related documents. **AFTER AWARD OF THE CONTRACT:** The contractor must immediately notify the Designated Contact of the intended delivery date. The work shall be done in accordance with the specification.
6. **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.
7. **WORKMANSHIP:** All materials delivered shall be the materials, correct design, color and cut/size and quantity as specified by the vendor. The materials shall be inspected by experienced personnel and shall be satisfactory to the Designated Contact.
8. **CLEAN UP:** All trash and debris from the delivery of this order shall be removed from the site daily. The job site shall be left in a clean and neat manner.

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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
(5) Medical Payments	\$5,000

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.

Contractor Pollution Liability Coverage:

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

- c) Limits of Insurance:
 - 1) \$1,000,000 Per Occurrence/Per Claim
 - 2) \$2,000,000 Per Occurrence/Per Claim – Policy Aggregate

- d) 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.

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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.

No Insured vs. Insured Cross Suits Exclusion:

No policy can contain an exclusion for a claim brought by an insured covered under that policy against any other insured. If a policy does contain a Cross Suits Exclusion, please submit with your proposal. This requirement does not apply to explicitly stated Named Insured vs. Named Insured Cross Suits Exclusions.

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 law's provisions.

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PROPOSAL

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.

(Firm Name)

(Address)

(Date)

(Signature)

(Telephone)

(Print Name)

