



Kent County Levy Court

**Department of Community Services
Division of Parks**

Invitation to Bid

**Provide One (1), 110 foot by 6 foot Clear Span
Fiber Reinforced Polymer Pedestrian Trail Bridge Kit**

Initiated: October 29, 2018

**Written Bid Due by:
Wednesday, November 21, 2018 @ 2:00 PM**

**Kent County Levy Court – Invitation to Bid
One (1) Pedestrian Trail Bridge**

Advertisement

Kent County Levy Court – Department of Community Services
Division of Parks and Recreation – Kent County, Delaware

**INVITATION TO BID – 110 FOOT LONG BY 6 FOOT WIDE CLEAR SPAN
FIBER REINFORCED POLYMER PEDESTRIAN TRAIL BRIDGE**

NOTICE is hereby given that SEALED BIDS will be received by the Kent County Levy Court, Department of Community Services, Division of Parks and Recreation (Owner), 1683 New Burton Rd, Dover, Delaware 19904, for one Fiber Reinforced Polymer Pedestrian Trail Bridge pursuant to specifications provided in the “Invitation to Bid” document available on the Kent County, Delaware website www.co.kent.de.us under Bids/RFP’s and at the Kent County Parks and Recreation Office located at 1683 New Burton Rd, Dover, Delaware 19904 between the operating hours of 8:00 a.m. to 5:00 p.m. Monday through Friday, except for observed holidays.

ALL BIDS ARE TO BE SUBMITTED NO LATER THAN 2:00 PM ON Wednesday, November 21, 2018 AT WHICH TIME BIDS WILL BE OPENED AND READ PUBLICLY. Sealed bids shall be identified on the outside of the envelope as bid for “Invitation to Bid – Kent County Parks and Recreation Bridge”. Sealed Bids are to be submitted to Kent County Parks and Recreation located at 1683 New Burton Road, Dover, Delaware 19904

The Kent County Department of Community Service, Division of Parks and Recreations reserves the right to reject any and all Bids or parts thereof and, to determine whether the quality and type of products and/or services to be furnished meet the requirements for which it is intended. It further reserves the right to waive any technicalities required for the best interest of the County and to consider competency and responsibility of the quoting bidders before the award of the bid.

Kent County is an Equal Opportunity Employer.

**Kent County Levy Court – Invitation to Bid
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1.0 OVERVIEW

1.1 PURPOSE OF INVITATION TO BID

Kent County Levy Court, Delaware, Department of Community Services, Division of Parks and Recreation requests a written bid from licensed vendors/dealers for one (1) 110 foot long by 6 foot wide clear span Fiber Reinforced Polymer Pedestrian Trail Bridge. This CLEAR SPAN pedestrian bridge will be located at the Hunn Nature Park (Dover Delaware) and assembled by Kent County Parks staff.

1.2 ISSUING OFFICE AND PROJECT COORDINATOR

This Invitation to Bid is issued for Kent County Levy Court, Delaware (the County) through the Division of Parks and Recreations, which shall be referred to as the “Issuing Office” or “Division”. The coordinator for this project is Michael Rigby, Parks and Recreation Assistant Director. Contact information for the Issuing Office and for the Project Coordinator is as follows:

Kent County Levy Court
Community Service Department
Division of Parks and Recreation
1683 New Burton Rd
Dover, DE 19904
Fax: 302-744-9681
Phone: 302-744-2495
E-mail: Michael.rigby@co.kent.de.us

1.3 SCHEDULE OF EVENTS

Listed below are important dates by which actions must be taken or completed. Times noted are Eastern Standard Time Zone (EST).

| Action | Completion / Due Date | Time |
|----------------------------------|-----------------------|---------|
| Initiate Request for Written Bid | 10/27/2018 | |
| Deadline for Written Questions | 11/12/2018 | 5:00 PM |
| Written Bid Submission | 11/21/2018 | 2:00 PM |
| Projected Award of PO | ASAP | |

2.0 BID PROCESS

2.1 COPIES OF BID DOCUMENTS

Complete bid documents shall be used in preparing written bids. The County assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of bidding documents.

2.2 DELIVERY OF WRITTEN BIDS

Written bids shall be delivered in a sealed envelope, clearly marked as "Invitation to Bid - Kent County Parks and Recreation Bridge" with the due date and the vendor's name and address indicated on the envelope to the address in [Section 1.2, Issuing Office and Project Coordinator](#). Written bids must arrive in the Issuing Office on or before the date and time indicated in [Section 1.3, Schedule of Events](#), to be considered timely.

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All written bids received by the County in response to this Invitation to Bid will be retained. Late bids will not be accepted and will be returned unopened to the vendor. Vendors are responsible for ensuring their written bids are received on time.

No e-mailed, faxed, verbal, telegraphic, or telephone bids will be accepted.

2.3 WITHDRAWAL OF BID

A vendor may withdraw its bid unopened after it has been deposited, if such a request is made in writing prior to the time set for the opening of the bid.

2.4 QUESTIONS REGARDING THE INVITATION FOR BID

Vendors requiring clarification of the intent or content of this Invitation to Bid or on procedural matters regarding this Invitation to Bid may request clarification by submitting written questions to the Project Coordinator per the contact information in [Section 1.2.](#), *Issuing Office and Project Coordinator*.

Questions can be submitted up to 5 business days before the Deadline to Submit Written Bid as identified in [Section 1.3](#), *Schedule of Events*. All questions shall be submitted in writing and all replies will be issued in writing. Kent County reserves the right to answer or not answer questions.

2.5 ADDENDA TO THE INVITATION TO BID

Addenda may be issued during the bidding period to clarify, correct or change the bid documents as deemed advisable by Kent County. Addenda will be mailed, e-mailed, or sent via facsimile transmission to each vendor known to have been furnished the Invitation to Bid and will become part of the bid documents. Any resultant costs changes must be reflected in the written bid. Addenda will be posted on the County website www.co.kent.de.us under Bids and RFP's

3.0 PREPARATION OF BID

Before submitting a written bid, Vendors shall carefully examine the required equipment specifications and shall fully inform themselves as to all existing conditions and limitations and shall indicate in the proposal all items requested. **VENDORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE COMPLETE INVITATION TO BID DOCUMENTS.**

The Vendor is solely responsible for any costs incurred by them in the preparation of a written bid.

3.1 CERTIFICATION

By submission of a written bid:

- (1) The vendor certifies that in connection with this bid, the vendor has neither directly nor indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding; and,
- (2) The Vendor accepts the terms, conditions and specifications contained in the County's Invitation to Bid and any subsequently issued Addenda to the same.

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3.2 BID FORMS

Vendor's written bid shall be written in ink or typewritten on the Bid Forms provided in the Invitation to Bid in Section 12.0. Bids must be signed and dated by an individual authorized to bind the vendor to its provisions.

3.3 SILENCE OF SPECIFICATIONS

The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specifications compliance will be the responsibility of the vendor.

3.4 EXAMINATION OF SPECIFICATIONS AND PROVISIONS

The vendor shall examine carefully the specifications and provisions for the material contemplated. The vendor shall investigate and satisfy itself as to the conditions to be encountered, quality and quantities of the material to be furnished, and the requirements of the Invitation to Bid. The submission of a bid shall be conclusive evidence that the vendor has made examination of the aforementioned conditions.

3.5 PRODUCT LITERATURE AND CERTIFICATE

Vendor must submit with bid, the latest printed literature and detailed specifications on the equipment they propose to furnish. This literature shall be used to help determine a product's compliance with specifications. Vendor shall supply a copy of its written warranty certificate with the bid.

3.6 FIBER REINFORCED POLYMER BRIDGE DESIGN

Vendor shall supply as part of the bid submission, a computer drafted design with all dimensions of the specified Fiber Reinforced Polymer Clear Span Pedestrian Trail Bridge. Final design shall be approved before final purchase.

3.7 PRICE AVAILABILITY

Bids are an irrevocable offer and may not be withdrawn within sixty (60) days after the deadline for submission.

3.8 OTHER

BID PRICE MUST INCLUDE ALL FEES, DELIVERY, FREIGHT, AND PREPARATION CHARGES.

Bid must be complete per specifications in order to be considered a responsible bid. Only bids from factory authorized vendors/dealers for the specified item will be considered.

4.0 EVALUATION OF BIDS

All written bids timely received in response to this Invitation to Bid will be evaluated to determine the most responsive and responsible vendor. Timely bids will be evaluated on the basis of the following: Price, Meeting requested specifications and Delivery.

To demonstrate qualification for responding to this Invitation for Bid, vendors shall submit;

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professional references; evidence of financial position; previous experience; current commitments; license and insurance to perform work in the State of Delaware. Vendor shall submit all such requested information.

4.1 CLARIFICATION OF BIDS

The County reserves the right to request, in writing, additional information from Vendors in order to obtain clarification. Additional supplementary documentation, when requested in writing, shall be submitted on the vendor's letterhead within three (3) business days of receipt of written request from the County.

4.2 DISQUALIFICATION OF VENDORS

Any one or more of the following causes may be considered as sufficient for the disqualification of a vendor and the rejection of its bid:

- A. More than one bid for the same contract from an individual, firm, or corporation under the same or different names.
- B. Evidence of collusion among vendors.
- C. Unsatisfactory performance record as evidenced by past experience, or as expressed by professional references.
- D. If the unit prices are obviously unbalanced either in excess or below reasonable cost analysis values.
- E. If there are any unauthorized additions, interlineations, conditional or alternate bids or irregularities of any kind which may tend to make the proposal incomplete, indefinite, unclear or ambiguous as to its meaning.
- F. Except for communications specifically authorized herein pertaining to the preparation and submittal of a Bid, Respondents to this Invitation to Bid or their representatives shall not separately or independently of their own accord discuss, negotiate, promote, market, lobby or solicit with any County Employee or any County Official, verbally or in writing, during the Invitation to Bid advertisement period and Bid Review and Selection Process as indicated in this Invitation to Bid. Failure of a Respondent to adhere to this provision may result in the Respondents disqualification from further consideration.

5.0 AWARD OF PURCHASE ORDER

Bid award may be made to the responsive and responsible vendor who BEST meets the terms and conditions of the bid documents.

Kent County reserves the right to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever may be most advantageous to the County. Award may be made to one or more vendors as best serves the interest of the County and is contingent upon availability of funding. The County also reserves the right to reject any or all bids.

Within thirty (30) days from the date of opening written bids, the award will be made or the bids rejected.

The successful vendor will receive official written notification of award via issuance of Purchase Order as prepared by the Kent County Department of Finance.

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6.0 EXECUTION OF AWARD

The vendor to whom the award is made shall deliver equipment and services per the Invitation to Bid within the date provided by vendor in the bid submission.

If the successful vendor fails to deliver, as aforesaid, within the date provided by vendor in the bid submission, and an extension of time is not authorized by the County, then Award may be made to the next most qualified vendor bid or re-advertised, as the County may decide.

7.0 DELIVERY

Unless an alternative location is authorized by the County, the successful vendor agrees to deliver the equipment to the **Kent County Hunn Nature Park at 1624 Sorghum Mill Road, Dover Delaware 19901** within the date provided by vendor in the bid submission. Delivery must include equipment and all accessory items, i.e. spare parts, manuals, warranty certificates, etc. Vendor will notify Kent County Division of Parks and Recreations at least forty eight (48) hours in advance of actual delivery. Delivery must be made Monday through Friday between the hours of 8:00 a.m. to 1:00 p.m. **BID PRICE MUST INCLUDE ALL FEES, DELIVERY, FREIGHT, AND PREPARATION CHARGES.**

8.0 INSPECTION

Equipment provided to the Kent County Levy Court, Division of Parks and Recreations, as specified in the bid package shall be inspected at time of delivery noting condition, markings, or other defects and/or imperfections in workmanship. It will be the responsibility of the vendor to correct any and all deficiencies

9.0 INVOICING AND PAYMENT

Vendor must present an invoice upon delivery. Invoice must be properly prepared and reflect equipment delivered.

Payment authorization and processing will occur within thirty (30) days after the date of receipt, inspection and acceptance of equipment and correct invoice by Kent County.

10.0 GENERAL TERMS AND CONDITIONS OF CONTRACTS

By acceptance of delivered purchase order resulting from award of this Invitation to Bid, the successful bidder shall agree to incorporate the following provisions into the resultant purchase agreement:

10.1 HOLD HARMLESS

The successful vendor agrees to indemnify and hold Kent County Levy Court and all its departments and employees harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the successful vendor, its employees, and invitees on or about the premises and which arise out of the successful vendor's performance, or failure to perform as specified in the agreement.

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10.2 FORCE MAJEURE

Neither the vendor nor the County shall be held liable for non-performance under the terms and conditions of this agreement due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of the agreement.

10.3 LAWS TO BE OBSERVED

The vendor is presumed to know and shall strictly comply with all National, State, or County laws, and City or Town ordinances and regulations in any manner affecting the conduct of the work. The vendor shall indemnify and save Kent County Levy Court, the Community Services Department, the Division of Parks and Recreations, and all Officers, and Servants thereof against any claim or liability arising from or based upon the violation of any such laws, ordinances, regulations, orders, or decrees whether by itself or by its employees. Interpretation and enforcement of the agreement will be under the laws of the State of Delaware.

10.4 PERMITS AND LICENSES

All necessary permits, licenses, insurance policies, etc. required by local, State or Federal laws, shall be provided by the vendor at its own expense.

10.5 WARRANTY

The successful vendor shall be required to extend any policy guarantee usually offered to the general public, FEDERAL, STATE, COUNTY, or MUNICIPAL governments, on material in this agreement against defective material, workmanship, and performance.

Vendor warrants that the goods, including their packaging, conform to specifications and are fit for the purpose for which such goods are ordinarily used and for purposes expressly made known to the Vendor by the owner and are free from defects in workmanship and materials.

10.6 RISK OF LOSS

Risk of loss, injury or destruction to the goods shall be borne by the Vendor until physical delivery of the goods has been completed in accordance with the agreement.

10.7 AUTHORITY OF DIVISION

On all questions concerning the interpretation of specifications, the acceptability and quality of material furnished and/or work performed, the classification of material, the execution of the work, and the determination of payment due or to become due, the decision of the County shall be final and binding.

10.8 TERMINATION FOR CAUSE / BREACH

If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner its obligations under the agreement, or if the Vendor violates any of the covenants, or stipulations of this agreement, the County shall thereupon have the right to terminate this agreement by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least 5 days before the effective date of such termination. A material breach of duties and obligations by the vendor may result in legal action after notice, including the recovery of reasonable counsel fees.

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11.0 SPECIFICATIONS

11.1 EQUIPMENT AND SERVICES TO BE PROVIDED BY VENDOR

Vendor will provide equipment and delivery per the following specifications. These specifications are intended to describe a 110 foot long by 6 foot wide Fiber Reinforced Polymer Clear Span Pedestrian Trail Bridge. Equipment must be new-from-factory, unused and the manufacturer’s current production model. Equipment must be of sufficient quality, materials and workmanship to provide superior service life and performance. Any and all equipment, parts or design features, which are necessary in order to meet the specifications and provide the requested performance are requirements of the bid package. Clear Span Fiber Reinforced Polymer Pedestrian Trail Bridge shall be equipped with the manufacturer’s equipment and accessories which are included as standard in the advertised and published literature for the unit. No such item of equipment or accessories shall be removed or omitted for the reason that it was not specified in the bid.

110 foot long by 6 foot wide Fiber Reinforced Polymer Clear Span Pedestrian Trail Bridge

| | |
|--------------------------------|--|
| 1. Length (Clear Span) | 110 feet clear span |
| 2. Interior Width | 6 feet (72 inches) inside the handrails |
| 3. Top Rail Height | 54 - 60 inches |
| 4. Railing and Mid Rails | Continuous railing with a maximum spacing of 4 inches |
| 5. Color | Standard green |
| 6. Bridge Ends | Non sloped |
| 7. Toe plate | Yes |
| 8. Decking | Non slip high strength fiberglass with mounting hardware |
| 9. Bridge System | Truss span with X bracing |
| 10. Bridge Components | High Strength Pultruded Fiber Reinforced Polymer |
| 11. Uniform Live Load | Minimum of 85 PSF for pedestrian use |
| 12. Wind Load | Minimum of 25 PSF |
| 13. Seismic Load | Seismic load criteria determined by IBC, ASCE or CPI building codes |
| 14. Deflection | Live load deflection = L/240 |
| 15. Dead Load Camber Design | Yes |
| 16. Minimum Material Strengths | Refer to ASTM D638 for Tension, ASTM D6641 for Compression and ASTM D 5379 for Shear |
| 17. Hardware | All hardware to be stainless steel or galvanized and supplied by the bridge manufacturer |
| 18. Submittal Drawings | Submit with the sealed bid |
| 19. Assembly Instructions | Submit one copy with the sealed bid and 4 more copies upon delivery of the bridge components |
| 20. Engineer Seal | All drawings shall be sealed and signed by a registered professional engineer |

END OF SPECIFICATIONS

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12.0 BID FORM

ONE (1) FIBER REINFORCED POLYMER PEDESTRIAN TRAIL BRIDGE

| Itemized bid pricing form | Qty | Amount |
|--|----------|-----------|
| One (1) 110 foot long by 6 foot wide Fiber Reinforced Polymer Pedestrian Trail Bridge | 1 | \$ |
| Bid Amount in Written Form: | | |

Time allowance for Delivery (from date of contract) _____

Vendor must provide one (1) copy of the assembly instructions with bid submission.

The undersigned, representing that he/she has read and understands the Invitation to Bid instructions and specifications and that his/her bid is based upon the equipment, service and conditions contained in the bid specifications without exception, hereby proposes and agrees to provide all labor, equipment, materials, transport and other facilities required to execute the service described in aforesaid documents for the sums itemized above.

Submitted this _____ day of _____, 2018.

(Vendor Name) _____

(Address) _____

(Phone Number) _____ (E-mail Address) _____

(Federal EIN) _____

(Printed Name) _____

(Signature) _____

(Title) _____