



Kent County Levy Court

INVITATION TO BID

Kent County Levy Court Administration Building
Roof Replacement

ITB No: 2026-FAC-01
Release Date: September 14, 2025
Due Date: October 9, 2025

Kent County Levy Court
Division of Facilities Management

Invitation to Bid

Sealed bids for the following will be received by the Kent County Levy Court Division of Facilities Management, 555 S. Bay Road, Dover, DE 19901 until 2:00 PM on October 9, 2025, and thereafter be publicly opened and read aloud.

Kent County Levy Court is seeking qualified roofing contractors to provide all labor, materials, tools, equipment, and services necessary for the roof replacement of the Kent County Administration Building located at 555 S. Bay Road, Dover, Delaware 19901. This project must comply with all applicable Delaware Building Codes, IBC standards, and federal regulations. Contractors are invited to submit proposals for a full replacement, which must include a minimum 20-year manufacturer's warranty.

Sealed bid envelopes must be clearly identified on the outside of the envelope with "Roof ITB 26-FAC-01"

Bid documents may be obtained at www.kentcountyyde.gov, by contacting Shawn Lovenguth at the above address, or by calling 302-744 -2357.

Kent County may extend the time and place for opening of bids from that described in the advertisement, on not less than 2 calendar days' notice.

Kent County reserves the right to reject any or all bids and to waive technicalities.

Kent County is an Equal Opportunity Employer.

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I. INTRODUCTION

Kent County Levy Court (“KCLC” or “County”) is soliciting sealed bids from qualified roofing contractors to provide all labor, materials, tools, equipment, and services necessary for the roof replacement of the Kent County Administration Building located at 555 S. Bay Road, Dover, Delaware 19901. This project must comply with all applicable Delaware Building Codes, IBC standards, and federal regulations. Contractors are invited to submit proposals for a full replacement, which must include a minimum 20-year manufacturer’s warranty. The selected contractor will be responsible for all labor, materials, and equipment needed to complete the work safely and efficiently.

II. ISSUING OFFICE

This Invitation to Bid (“ITB”) is issued for Kent County Levy Court through the Division of Facilities Management, which shall be referred to as the “Issuing Office”. The issuing office, identified below, is the sole point of contact regarding the ITB from the date of issuance until selection of the successful respondent.

Kent County Levy Court
Division of Facilities Management
Attn: Shawn Lovenguth
555 S. Bay Road
Dover, Delaware 19901

Phone: (302) 744-2357

Email: shawn.lovenguth@kentcountyde.gov with subject line: “Roof ITB 26-FAC-01”

CC: shana.reed@kentcountyde.gov

III. SCOPE OF WORK

The selected contractor shall perform a complete roof replacement at the Kent County Administration Building. The work shall include the full removal of the existing EPDM single-ply membrane roofing system down to the steel deck, followed by the installation of new insulation achieving a minimum R-30 value, a coverboard, and a fully adhered 60-mil white single-ply membrane roofing system. All materials and workmanship must carry a minimum 20-year manufacturer’s warranty.

The project involves the full removal of the existing 20-year-old EPDM membrane roofing system, followed by installation of a new 60-mil white membrane roofing system with an R-30 insulation value or greater, in accordance with all applicable Delaware Building Code and federal standards.

The facility includes a main roof complex, upper circular roof section, and lower roof lines which are approximately 40,500 sq. ft, as shown in Attachment C. The current roof conditions include membrane delamination, flashing failure, prior wind damage, and incompatible patch materials.

Scope includes:

- Removal and lawful disposal of existing roofing materials
- Inspection and replacement of any damaged decking or substrate
- Installation of new R-30 minimum insulation to meet or exceed energy code requirements
- Installation of fully adhered 60-mil minimum white membrane system
- Sealing and flashing of all roof penetrations per industry standards
- Heat welding of all seams
- Inspection and replacement of roof drains as necessary
- Compliance with all OSHA, state, and federal safety standards

Contractors shall provide all necessary equipment, labor, materials, and supervision to complete the project in accordance with the bid documents and governing codes.

Roof access is limited; a dedicated ground-level staging and laydown area will be made available.

IV. SCHEDULE OF EVENTS

Milestone	Target Date
ITB Issued	September 10, 2025
Pre-Proposal Meeting	September 18, 2025, 1:00 PM
Final Day to Submit Questions	September 25, 2025, 5:00 PM
Responses to Questions Published	September 29, 2025, 5:00 PM
Bids Due (Submission Deadline)	October 6, 2025, 2:00 PM
Proposal Opening	October 6, 2025, 2:01 PM
Notice of Award	Within 30 Days of Receipt of Bids

Note: The selected contractor will be expected to mobilize and begin work promptly upon issuance of the Notice to Proceed. The full project must be completed within 90 calendar days from the start date, including any required inspections and final approvals.

V. PRE-PROPOSAL MEETING

There will be a pre-bid meeting to assess site conditions and access constraints. Attendance is not mandatory but is strongly encouraged.

Date: September 18, 2025

Location: Kent County Levy Court, 555 S. Bay Road, Dover, DE

Conference Room 221 (located on the second floor of the building)

VI. BID SUBMISSIONS

A. Bid submissions must include:

1. Bid Form (Attachment A)
2. Scope of work
3. Materials and manufacturers' data sheets
4. Proof of a valid Delaware business license
5. Certificate of insurance
6. Company background and qualifications
7. Minimum of (3) references for projects similar in size and scope

B. Bids will be received until 2:00 PM on October 9, 2025, by the Issuing Office. All Bids must be submitted in sealed envelopes, clearly marked on the outside with the label "Roof ITB 26-FAC-01". Bids received after the time and date indicated above will not be considered and will be returned unopened. Respondents are responsible for ensuring their Bids are received on time and bear the risk of late delivery. No faxed or e-mailed Bids will be accepted.

C. Bids will be publicly opened on October 9, 2025, in the Kent County Levy Court Conference Room 221 of the Administration Building at approximately 2:01 pm or as soon thereafter as possible, at which time the names of the respondents will be read and recorded.

D. The County may extend the time and place for opening of Bids from that described in the advertisement with not less than two days' notice to the respondents.

- E. Bids are binding for a period of sixty (60) days. Unless otherwise specified, all Bids submitted shall be irrevocable for sixty (60) calendar days following the proposal opening date, unless the respondent, upon request of the County, agrees to an extension.
- F. Bids may be withdrawn prior to bid opening, if such request is made in writing to the Issuing Office prior to the time set for the opening of the bid.
- G. Bids and all documentation contained within are private information up until the issuance of the contract, at which time they may become available for public inspection.
- H. The County reserves the right to reject any and all Bids submitted, and to award a contract in the best interest of the County or may choose not to award a contract, or to issue a new ITB. The County may reject any or all Bids or parts of Bids, when in the County's reasoned judgement, the public interest will be served thereby.
- I. The County reserves the right to request additional information from all respondents and the right to waive technicalities.

VII. CONTRACTING REQUIREMENTS

- A. Awarded vendor agrees to enter into a contract with Kent County Levy Court and agrees to the terms and conditions provided within Attachment B, the sample contract.
- B. Selected contractor must provide a general comprehensive policy insuring against personal injury and property damage in an amount no less than one million dollars (\$1,000,000), as well as bonding documents prior to issuance of purchase order. In addition, the respondent shall be required to obtain and keep in force for all non-County employees and workers, workers compensation and other required insurance in the minimum limits required by State of Delaware law. The respondent shall be required to submit a certificate of insurance, naming KCLC as an additional insured, prior to the signing of the final contract.
- C. Work must commence within 30 days of Notice to Proceed and be completed within 90 days.

- D. All work must meet the standards of the Delaware Building Code, International Building Code (IBC), and federal safety and labor laws.
- E. 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.
- F. 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.
- G. 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, 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.
- H. 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.

VIII. QUESTIONS & CONTACT INFORMATION

Clarification of the intent or content of this Invitation to Bid or on procedural matters regarding this ITB may be requested by submitting written questions to the Issuing Office in Section II. Written questions must be submitted by October 1, 2025, as defined in the

schedule of events in Section IV. Kent County reserves the right to answer or not answer questions.

All responses will be issued in writing via e-mail to all known perspective bidders and published on the County website.

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 posted to the County website: www.kentcountyde.gov, and e-mailed to each vendor known to have been furnished the Invitation to Bid and will become part of the bid documents. Any resultant cost changes must be reflected in the written bid.

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.

Attachment A: Bid Form
Roof Replacement of the
Kent County Levy Court Administration Building

Base Bid	Qty	Amount
		\$
Bid Amount in Written Form:		

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 _____, 2025.

(Contractor Name) _____

(Address) _____

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

(Federal EIN) _____

(Printed Name) _____

(Signature) _____

(Title) _____



Kent County Levy Court

555 S. Bay Road
Dover, DE 19901
Telephone: (302)-744.2430

VENDOR CONTRACT Division of Facilities Management (Short Form)

Date:

Contract Number:

Contract Type: Firm Fixed Price

VENDOR:

Name:

Address:

City, State Zip:

Phone:

Email:

Primary Contact:

Products / Services:

I. PRODUCT/SERVICE: To provide all labor, materials, tools equipment, and services necessary for the roof replacement of the Kent County Administration building, as detailed in Kent County Levy Court Roof Replacement Invitation to Bid.

II. STATEMENT OF WORK/PROVISIONS:

The VENDOR will provide complete roof replacement including full removal of the existing EPDM single-ply membrane roofing system, and new installation of insulation achieving minimum of R-30 value, a coverboard, and fully adhere 60-mil white single-ply membrane roofing system in conformance with the VENDOR'S Proposal (Attachment "A.")

III. DELIVERABLES:

IV. BUDGET:

Firm Fixed Price: \$XXXXXXX

TOTAL CONTRACT AMOUNT NOT TO EXCEED \$XXXXXXX

ADDITIONAL INFORMATION:

BILLING INFORMATION: The VENDOR agrees to invoice the County upon completion of the replacement. Invoices shall include the Contract Number.

The VENDOR shall not exceed the amount authorized by the Contract unless written permission is granted by the issuing authority. Kent County issues checks on a biweekly basis. The estimated time of completion from approval of purchase order is XXX days. Final invoice (per project) is to be submitted within 30 days of completion. Final Payment will not be made until deliverables are received.

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1. The VENDOR agrees to operate and provide services in accordance with the provisions of this agreement, with all assurances, terms, and conditions included.
 2. The VENDOR assures the Kent County Levy Court that it possesses the legal authority to enter this agreement and that its governing body has authorized the signatory official to enter this agreement and any subsequent modifications. If the Contractor is an entity such as a public, private, or nonprofit corporation, subchapter (s) corporation, limited liability corporation, or other legal form of corporate organization, the Contractor shall identify the State within which the entity is incorporated.
 3. The VENDOR further assures the Kent County Levy Court that neither it nor its principals are presently debarred from receiving federal, state or local funds and shall disclose before execution of this contract any litigation or potential litigation the VENDOR may be subject to.
 4. The VENDOR must comply with the provisions contained in the Kent County Code, Chapter 41, Ethics.

5. The VENDOR shall indemnify and hold harmless the County from any loss, cost, damage or other expenses including attorney's fees and litigation expenses incurred due to the VENDOR'S negligence or failure to perform any of its contractual obligations.
6. The Kent County Levy Court reserves the right to cancel this agreement at any time and without notice should VENDOR fail to fulfill in a timely and proper manner its obligations under this agreement.
7. Kent County Government, the State of Delaware, and any other duly authorized governmental agency shall have the authority to audit, examine, and make excerpts or transcripts from records pertaining to this agreement.
8. Kent County Levy Court is exempt from Delaware State sales and use taxes on materials and equipment to be incorporated in the Work. (Exemption No. 51-6000145).
9. The VENDOR will supply reports and paperwork as required by the Kent County Levy Court and will retain records pertaining to this agreement for a minimum of three (3) years.
10. The VENDOR will obtain and keep in force, during the terms of the Contract, insurance required by law and such additional amounts as deemed reasonable or prudent by the County. The VENDOR further will provide the County with certificates of insurance and any other documents as determined in the sole and exclusive discretion of the County.
11. The benefits and obligations hereunder shall not be sublet, assigned, delegated or otherwise disposed of by either party, except with prior written consent of the other party.
12. Any sublease, assignment, delegation or other disposal in violation of the section shall be null and void.
13. This Contract is to be governed by the laws of the State of Delaware. All disputes under this Contract, if not resolved by the parties, shall be resolved in the Courts of the State of Delaware sitting in Kent County.
14. If any provisions hereof shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provisions shall not affect any of the remaining provisions hereof, and this contract shall be construed and enforced as if such invalid or unenforceable provisions had not been contained therein.
15. This contract merges and supersedes all prior negotiations, representations, and agreements between the parties hereto relating to the subject matter thereof and constitutes the entire agreement between the parties hereto in respect thereof.

16. In the event of violations or breach of the requirements of this Agreement by the VENDOR, the Kent County Levy Court may pursue any legal remedies or sanctions as may be appropriate.

17. As evidenced by the signatures below, this contract is hereby executed pursuant to the terms & conditions contained herein.

Owner: Kent County Levy Court

Vendor:

By: _____

Signature

Print Name

Title

By: _____

Signature

Print Name

Title

Primary Contact

Name: Shawn Lovenguth

Title: Facilities Director

Address: Kent County Division of Facilities Management,
555 Bay Road, Dover, DE 19901

Phone: 302-744-2357

Email: Shawn.Lovenguth@kentcountysde.gov/Shana.Reed@kentcountysde.gov

ATTACHMENT C: Aerial Diagram

Kent County Levy Court Administration Building

