



DELAWARE DEPARTMENT OF TRANSPORTATION

State of Delaware

Invitation to Bid

Title: **LANDSCAPE BED MAINTENANCE, STATEWIDE,
CALENDAR YEARS 2014-2016**

Contract ID: **DOT1419-LAND_BED**

- *Deadline to Respond* -

Tuesday July 8, 2014

2:00 P.M. Local Time



Bids shall be submitted to:
State of Delaware
DEPARTMENT OF TRANSPORTATION
Administration Building
Contract Administration
800 Bay Road, Dover, DE 19901



QUESTIONS are to be submitted via e-mail to dot-ask@state.de.us.

Responses to Questions will be posted to this project at <http://www.bids.delaware.gov>.

ALL BIDDERS:

The enclosed packet contains an "INVITATION TO BID". The invitation consists of the following documents:

INVITATION TO BID -

I. DEFINITIONS AND GENERAL PROVISIONS

I.A – GENERAL PROVISIONS

I.B – AWARD AND EXECUTION OF CONTRACT

I.C – GENERAL AUTHORITY

I.D – EQUAL OPPORTUNITY

II. SPECIAL PROVISIONS

III. TECHNICAL SPECIFICATIONS

IV. BID QUOTATION REPLY SECTION

INFORMATIONAL DOCUMENTS: *(not required to be returned with bid)*

1 – SAMPLE MONTHLY USAGE REPORT (Sample Report 1)

2 – SAMPLE SUBCONTRACTING (2ND TIER) QUARTERLY REPORTING (Sample Report 2)

3 – OFFICE OF SUPPLIER DIVERSITY (OSD) APPLICATION INFORMATION

4 – NO BID REPLY FORM

5 – PROPOSAL REPLY REQUIREMENTS

REQUIRED BID DOCUMENTS: *(MUST be completed and returned with your bid)*

ATTACHMENT A – NON-COLLUSION STATEMENT AND ACCEPTANCE

ATTACHMENT B – BID BOND

ATTACHMENT C – SUBCONTRACTOR INFORMATION FORM

ATTACHMENT D – BUSINESS REFERENCES

ATTACHMENT E – CONFIDENTIAL AND PROPRIETARY INFORMATION

ATTACHMENT F – Bid Form – (Paper)

INFORMATIONAL DOCUMENTS and REQUIRED BID DOCUMENTS are made part of this solicitation and are contained within the ITB pdf file, or available for download at the following site: <http://bids.delaware.gov/>

In order for your bid to be considered, the REQUIRED BID DOCUMENTS shall be executed completely and correctly and received in a sealed envelope clearly displaying the contract number, by the date and time listed on the previous page.

I. DEFINITIONS AND GENERAL PROVISIONS

The attached Definitions and General Provisions apply to all contracts and are part of each invitation to bid. The requirement to furnish a bid bond and performance bond is applicable unless waived in the Special Provisions. Should the General Provisions conflict with the Special Provisions, the Special Provisions shall prevail. Bidders or their authorized representatives are required to fully acquaint themselves as to State procurement laws and regulations prior to submitting bid.

DEFINITIONS

Whenever the following terms are used, their intent and meaning shall be interpreted as follows:

STATE: The State of Delaware

AGENCY: Delaware Department of Transportation.

BIDDER OR VENDOR: Any individual, firm, or corporation formally submitting a proposal for the material or work contemplated, acting directly or through a duly authorized representative.

BIDDER'S DEPOSIT: The security designated in the proposal to be furnished by the bidder as a guaranty of good faith to enter into a contract with the Agency if the work to be performed or the material or equipment to be furnished is awarded to the bidder.

BID INVITATION: The "bid invitation" or "invitation to bid" is a packet of material sent to vendors and consists of General Provisions, Special Provisions, specifications, and enclosures.

BOND: The approved form of security furnished by the Vendors and its surety as a guaranty of good faith on the part of the Vendor to execute the work in accordance with the terms of the contract.

CONTRACT: The written agreement covering the furnishing and delivery of material or work to be performed.

CONTRACTOR: Any individual, firm, or corporation with whom a contract is made by the Agency.

DESIGNATED OFFICIAL: The agent authorized to act for the Agency.

GENERAL PROVISIONS: General Provisions are instructions pertaining to contracts in general. They contain, in summary, requirements of laws of the State, policies of the Agency, and instructions to vendors.

ITB: Invitation to Bid.

LOCAL TIME: Eastern Standard Time/Eastern Daylight Time

PROPOSAL: The offer of the bidder submitted on the approved form and setting forth the bidder's prices for performing the work or supplying the material or equipment described in the specifications.

SPECIAL PROVISIONS: Special Provisions are specific conditions or requirements peculiar to the contract under consideration and are supplemental to the General Provisions. Should the Special Provisions conflict with the General Provisions, the Special Provisions shall prevail.

SURETY: The corporate body which is bound with and for the contract, or which is liable, and which engages to be responsible for the contractor's payments of all debts pertaining to and for its acceptable performance of the work for which it has contracted.

SECTION I.A - GENERAL PROVISIONS

1. BID INVITATION

See "Definitions".

2. PROPOSAL FORMS

The invitation to bid shall contain pre-printed forms for use by the vendor in submitting its bid. The forms shall contain basic information such as description of the item and the estimated quantities and shall have blank spaces for use by the vendor for entering information such as unit bid price, total bid price, etc.

3. INTERPRETATION OF ESTIMATES

The attention of bidders is called to the fact that, unless stated otherwise, any quantities given in the proposal form are to be considered to be approximate only and are given as a basis for the comparison of bids. The Agency may increase or decrease the amount of any item as may be deemed necessary or expedient, during the period of the contract.

An increase or decrease in the quantity for any item is not sufficient ground for an increase or decrease in the unit price.

4. 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.

5. EXAMINATION OF SPECIFICATIONS AND PROVISIONS

The bidder shall examine carefully the proposal and the contract forms for the material contemplated. The bidder 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 Special Provisions and the contract. The submission of a proposal shall be conclusive evidence that the bidder has made examination of the aforementioned conditions.

6. PREPARATION OF PROPOSAL

- a. **The bidder's proposal shall be written in ink or typewritten** on the form provided.
- b. The proposal shall show a total bid price for each item bid and the total bid price of the proposal.

7. PRICES QUOTED

The prices quoted are those for which the material will be furnished F.O.B. Ordering Agency and include all charges that may be imposed during the period of the contract. **All prices must be quoted in U.S. Dollars.**

8. DISCOUNT

No qualifying letter or statements in or attached to the proposal, or separate discounts will be considered in determining the low bid except as may be otherwise herein noted. Cash or separate discounts should be computed and incorporated into unit bid price(s).

9. SAMPLES OR BROCHURES

Samples or brochures may be required by the agency for evaluation purposes. They shall be such as to permit the Agency to compare and determine if the item offered complies with the intent of the specifications.

10. PROPOSAL GUARANTY; BID BOND

Each bidder shall submit with its proposal a guaranty in sum equal to at least 10% of the total value of its bid, according to Delaware Code Title 29, Section 6927(a).

This bid bond shall be submitted in the form of good and sufficient bond drawn upon an insurance or bonding company authorized to do business in the State of Delaware, to the State of Delaware for the benefit of the Agency, or a certified check drawn on a reputable banking institution and made payable to the Agency in the requirement amount. If Agency bond form is not utilized, the substituted bond forms must conform to the minimum of conditions specified in the Agency bond form.

11. DELIVERY OF PROPOSALS

Proposals shall be delivered in sealed envelopes, and shall bear on the outside the name and address of the bidder as well as the designation of the contract. Proposals must be delivered to the address listed below. All bids must clearly display the bid number on the envelope.



All proposals will be accepted at the time and place set in the advertisement. Bidder bears the risk of delays in delivery. Proposals received after the time set for public opening will be returned unopened.

12. WITHDRAWAL OF PROPOSALS

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

13. PUBLIC OPENING OF PROPOSALS

The bids shall be publicly opened at the time and place specified by the Agency. Bidders or their authorized representatives are invited to be present.

14. PUBLIC INSPECTION OF PROPOSALS

If the bidder designates a portion of its bid as confidential, it shall isolate and identify in writing the confidential portions. The bidder shall include with this designation a statement that explains and supports the firm's claim that the bid items identified as confidential contain trade secrets or other proprietary data.

15. DISQUALIFICATION OF BIDDERS

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

- a. More than one proposal for the same contract from an individual, firm, or corporation under the same or different names.
- b. Evidence of collusion among bidders.
- c. Unsatisfactory performance record as evidenced by past experience.
- 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, or ambiguous as to its meaning.
- f. Non-attendance of mandatory pre-bid meetings may be cause of disqualification.

16. ADDENDA TO THE INVITATION TO BID (ITB)

If it becomes necessary to revise any part of this ITB, revisions will be posted at <http://bids.delaware.gov/> . By submitting an offer to the State, vendors have acknowledged receipt, understanding and commitment to comply with all materials, revisions, and addenda related to the Invitation to Bid.

17. LOBBYING AND GRATUITIES

Lobbying or providing gratuities shall be strictly prohibited. Vendors found to be lobbying, providing gratuities to, or in any way attempting to influence a State of Delaware employee or agent of the State of Delaware concerning this ITB or the award of a contract resulting from this ITB shall have their proposal immediately rejected and shall be barred from further participation in this ITB.

The selected vendor will warrant that no person or selling agency has been employed or retained to solicit or secure a contract resulting from this ITB upon agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, the State of Delaware shall have the right to annul any contract resulting from this ITB without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

All contact with State of Delaware employees, contractors or agents of the State of Delaware concerning this ITB shall be conducted in strict accordance with the manner, forum and conditions set forth in this ITB.

18. SOLICITATION OF STATE EMPLOYEES

Until contract award, vendors shall not, directly or indirectly, solicit any employee of the State of Delaware to leave the State of Delaware's employ in order to accept employment with the vendor, its affiliates, actual or prospective contractors, or any person acting in concert with vendor, without prior written approval of the State of Delaware's contracting officer. Solicitation of State of Delaware employees by a vendor may result in rejection of the vendor's proposal.

This paragraph does not prevent the employment by a vendor of a State of Delaware employee who has initiated contact with the vendor. However, State of Delaware employees may be legally prohibited from accepting employment with the contractor or subcontractor under certain circumstances. Vendors may not knowingly employ a person who cannot legally accept employment under state or federal law. If a vendor discovers that they have done so, they must terminate that employment immediately.

19. INDEPENDENT CONTRACTORS

The parties to the contract shall be independent contractors to one another, and nothing herein shall be deemed to cause this agreement to create an agency, partnership, joint venture or employment relationship between parties. Each party shall be responsible for compliance with all applicable workers compensation, unemployment, disability insurance, social security withholding and all other similar matters. Neither party shall be liable for any debts, accounts, obligations or other liability whatsoever of the other party or any other obligation of the other party to pay on the behalf of its employees or to withhold from any compensation paid to such employees any social benefits, workers compensation insurance premiums or any income or other similar taxes.

It may be at the State of Delaware's discretion as to the location of work for the contractual support personnel during the project period.

SECTION I.B - AWARD AND EXECUTION OF CONTRACT

1. CONSIDERATION OF BIDS

- a. After the proposals have been opened, the bids will be tabulated and the results will be made available to the public. Tabulations of the bids will be based on the correct summation of items at the unit price bid.
- b. The right is reserved to waive technicalities, to reject any or all bids, or any portion thereof, to advertise for new proposals, to proceed to do the work otherwise, or to abandon the work, if in the judgment of the Agency or its agent, the best interest of the State will be promoted thereby.

2. MATERIAL GUARANTY

Before any contract is awarded, the successful bidder may be required to furnish a complete statement of the origin, composition and manufacture of any or all of the material to be used in the contract together with such samples as may be requested for the purpose of testing.

3. CONTRACT AWARD

Within thirty days from the date of opening proposals, the contract will be awarded or the proposals rejected.

4. EXECUTION OF CONTRACT

The bidder to whom the award is made shall execute a formal contract and bond within twenty days after date of official notice of the award of the contract.

If the successful bidder fails to execute the required contract and bond, as aforesaid, within twenty days after the date of official notice of the award of the contract, its proposal guaranty shall immediately become forfeited as liquidated damages. Award will then be made to the next lowest qualified bidder of the work or re-advertised, as the Agency may decide.

5. REQUIREMENT OF CONTRACT BOND

Successful bidders shall furnish bond, unless bond(s) have been waived as noted in the Special Provisions, simultaneously with the execution of the formal contract, to the State of Delaware for the benefit of the Agency with surety in the amount of 100% of the total contract award or as otherwise provided in the Special Provisions. Said bonds shall be conditioned upon the faithful performance of the contract.

The bond forms shall be provided by the Agency and the surety shall be acceptable to the Agency.

6. WARRANTY

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

7. THE CONTRACT(S)

The contract(s) with the successful bidder(s) will be executed with the Department of Transportation.

8. RETURN OF BIDDER'S DEPOSIT

The deposits shall be returned to the successful bidder upon the execution of the formal contract. The deposits of unsuccessful bidders shall be returned to them immediately upon the awarding of the contract or rejection of their bids. Bidders are made aware that Certified Checks submitted in lieu of Bond will be deposited, and unsuccessful bidders will receive payment of the value of the check from the state.

9. INFORMATION REQUIREMENT

The successful bidder's shall be required to advise the state's Government Support Services the gross amount of purchases made as a result of the contract.

10. CONTRACT EXTENSION

None

11. TERMINATION FOR CONVENIENCE

Contracts shall remain in effect for the time period and quantity specified unless the contract is terminated by the State. The State may terminate the contract at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of termination.

12. TERMINATION FOR CAUSE

If, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 5 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Contract shall, at the option of the State, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

SECTION I.C – GENERAL AUTHORITY

1. AUTHORITY OF AGENCY

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 Agency shall be final and binding.

2. LAWS TO BE OBSERVED

The contractor 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 contractor shall indemnify and save harmless the State of Delaware, the Agency, and all Officers, Agency 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.

3. PERMITS AND LICENSES

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

4. PATENTED DEVICES, MATERIAL AND PROCESSES

- a. The contractor shall provide for the use of any patented design, device, material, or process to be used or furnished under this contract by suitable legal agreement with the patentee or owner, and shall file a copy of this agreement with the Agency.
- b. The contractor and the surety shall hold and save harmless the State of Delaware, the Agency, the Director, their Officers or Agents from any and all claims because of the use of such patented design, device, material, or process in connection with the work agreed to be performed under this contract.

5. EMERGENCY TERMINATION OF CONTRACT

- a. Due to restrictions which may be established by the United States Government on material, or work, a contract may be terminated by the cancellation of all or portions of the contract.
- b. In the event the contractor is unable to obtain the material required to complete the items of work included in the contract because of restrictions established by the United States Government and if, in the opinion of the Agency, it is impractical to substitute other available material, or the work cannot be completed within a reasonable time, the incomplete portions of the work may be cancelled, or the contract may be terminated.

6. TAX EXEMPTION

- a. Material covered by this proposal is exempt from all FEDERAL and STATE TAXES. Such taxes shall not be included in prices quoted.
- b. Any material which is to be incorporated in the work or any equipment required for the work contemplated in the proposal may be consigned to the Agency. If the shipping papers show clearly that any such material is so consigned, the shipment will be exempt from the tax on the transportation of property under provisions of Section 3475 (b) of the Internal Revenue Code, as amended by Public Law 180 (78th

Congress). All transportation charges shall be paid by the contractor. Each bidder shall take its exemption into account in calculating its bid for its work.

7. OR EQUAL (PRODUCTS BY NAME)

Specifications of products by name are intended to be descriptive of quality or workmanship, finish and performance. Desirable characteristics are not intended to be restrictive. Substitutions of products for those named will be considered provided the vendor certifies that the function, characteristics, performance and endurance qualities of the material offered is equal or superior to that specified. Final determination of equal status shall reside with the Agency.

8. BID EVALUATION AND AWARD

The Department of Transportation will award this contract to the lowest responsible bidder(s) which in their judgment best serves the interest of the State of Delaware in accordance with Delaware Code Title 29, Section 6923(k). Personnel with experience and technical background may be utilized by the Agency in making judgment. In case of error in price extension, the unit price(s) shall prevail.

9. INVOICING

After the awards are made, the agencies participating in the bid may forward their purchase orders to the successful bidder(s) in accordance with State Purchasing Procedures. The State will generate a payment voucher upon receipt of an invoice from the vendor.

10. SEVERABILITY

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

SECTION I.D - EQUAL OPPORTUNITY

1. EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

During the performance of any contract for public works financed in whole or in part by appropriation of the State of Delaware, the contractor agrees as follows:

- a. The contractor, as set forth in Title 19 Delaware Code Chapter 7 section 711, will not discriminate against any employee or applicant for employment with respect to compensation, terms, conditions or privileges of employment because of such individual's race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment without regard to their race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeships. The contractor agrees to post in conspicuous places, notices to be provided by the contracting agency setting forth the provisions of this non-discrimination clause.
- b. During the performance of this contract, the contractor agrees as follows:
 1. The contractor, as set forth in Title 19 Delaware Code Chapter 7 section 711, will not discriminate against any individual with respect to compensation, terms, conditions or privileges of employment because of such individual's race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take positive steps to ensure that applicants are employed and that employees are treated during employment without regard to their race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting agency setting forth this nondiscrimination clause.
 2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin."
- c. The term "contractor for public works" means construction, reconstruction, demolition, alteration, and/or repair work, maintenance work, and paid for in whole or in part out of the funds of a public body except work performed under a vocational rehabilitation program. The manufacture or furnishing of materials, articles, supplies or equipment is not a public work within the meaning of this subsection unless conducted in connection with and at the site of the public work.

II. SPECIAL PROVISIONS

1. CONTRACT REQUIREMENTS

This contract will be issued to cover the requirements for the Delaware Department of Transportation.

2. AGENCY USE CONTRACT

Pursuant to 29 Del. C. §6904(e) respectively, if no state contract exists for a certain good or service, covered agencies may procure that certain good or service under another agency's contract so long as the arrangement is agreeable to all parties. Agencies, other than covered agencies, may also procure such goods or services under another agency's contract when the arrangement is agreeable to all parties.

3. CONTRACT TERM

Term of this contract is from date of execution, to December 31, 2016.

4. PRICES

Prices shall remain firm for the full term of the contract. All prices shall be quoted in U.S. Dollars.

5. PRICE ADJUSTMENT

The Vendor is not prohibited from offering price reductions, nor is the State prohibited from requesting price reductions, and the contract may be amended at any time upon agreement of both parties for such reductions.

6. SHIPPING TERMS

F.O.B. destination; freight pre-paid.

7. QUANTITIES

The attention of bidders is called to the fact that, unless stated otherwise, the quantities given in the proposal are best estimates and are given as a basis for the comparison of bids. Quantities ordered may be increased or decreased by any eligible agency as deemed necessary during the period of the contract.

Prior contract utilization may be viewed at the following site, if available: <http://contracts.delaware.gov/>.

8. FUNDING OUT

The continuation of this contract is contingent upon funding appropriated by the legislature.

9. BID BOND REQUIREMENT

Each bidder shall furnish a bond to the State of Delaware for the benefit of the Delaware Department of Transportation in the amount equal to 10% of the respective bid value. The bond shall be drawn upon an insurance or bonding company authorized to do business in the State of Delaware. If the enclosed standard State of Delaware bond form is not used, the substitute bond must reflect the minimum conditions specified in the standard form. A certified check made out to the Delaware Department of Transportation in an amount equal to 10% of the respective proposed value may be submitted in lieu of a proposal bond.

10. PERFORMANCE BOND REQUIREMENT

Contractors awarded contracts are required to furnish a yearly Performance Bond in accordance with Delaware Code Title 29, Section 6927, to the State of Delaware for the benefit of the Delaware Department of Transportation with surety in the amount of 100% of the Calendar Year's bid price. Performance Bonds must be issued prior to any work commencing for each Calendar Year. Said bonds shall be conditioned upon the faithful performance of the contract. This guarantee shall be submitted in the form of good and sufficient bond drawn upon an Insurance or Bonding Company authorized to do business in the State of Delaware. If Government Support Services bond form is not utilized, the substituted bond form must reflect the minimum conditions specified in Government Support Services Bond Form.

11. MANDATORY INSURANCE REQUIREMENTS

As a part of the contract requirements, the contractor must obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the State. All contractors must carry the following coverage depending on the type of service or product being delivered.

- a. Commercial General Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.
and
- b. Medical/Professional Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.
or
- c. Miscellaneous Errors and Omissions - \$1,000,000.00 per person/\$3,000,000 per occurrence.
or
- d. Product Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.
and
- e. Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to others.
and
- f. The vendor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The vendor is an independent contractor and is not an employee of the State of Delaware.

Before any work is done with the State, a Certificate of Insurance referencing the name and contract number stated herein, shall be filed with the State. The certificate holder is as follows:

Delaware Department of Transportation
Contract No. DOT1419-LAND_BED
Send to Attention of:
Contract Administration
800 Bay Road, Dover, DE 19901

Note: The State of Delaware shall not be named as an additional insured.

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

12. BASIS OF AWARD

The Delaware Department of Transportation shall award this contract to the lowest responsible and responsive bidder(s) who best meets the terms and conditions of the bid. The award will be made on basis of price, product evaluation, and prior history of service and capability.

The Delaware Department of Transportation reserves the right to reject any or all bids in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever may be most advantageous to the State of Delaware.

13. STATE OF DELAWARE BUSINESS LICENSE

Prior to receiving an award, the successful vendor shall either furnish proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899-8750 or by telephone to one of the following numbers: (302) 577-8201 - Public Service, (302) 577-8205 - Licensing Department.

Information regarding the award of this contract will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject your organization to applicable fines and/or interest penalties.

14. HOLD HARMLESS

The successful bidder agrees that it shall indemnify and hold the State of Delaware and all its agencies 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 bidder, its employees, and invitees on or about the premises and which arise out of the successful bidder's performance, or failure to perform as specified in the Agreement.

15. OWNERSHIP OF INTELLECTUAL PROPERTY

All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this contract shall become the sole property of the State of Delaware. On request, the contractor shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the State to evidence the State's sole ownership of specifically identified intellectual property created or developed in the performance of the contract.

16. NON-PERFORMANCE

In the event the vendor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the vendor. Under no circumstances shall monies be due the vendor in the event open market products can be obtained below contract cost. Any monies charged to the vendor may be deducted from an open invoice.

17. FORCE MAJEURE

Neither the vendor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract 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 this contract.

18. CONTRACTOR NON-ENTITLEMENT

State of Delaware Contractors for Materiel and for Services shall not have legal entitlement to, nor seek business from another Contractors' Central Contract. Additionally, they shall not utilize other Central Contracts to fulfill the requirements of their respective contract as they are not a "Covered Agency" as defined by Title 29 Chapter 69 of the State Procurement Code.

19. MANDATORY USAGE REPORTING

One of the primary goals in administering this contract is to keep accurate records regarding its actual value/usage. This information is essential in order to update the contents of the contract and to establish proper bonding levels, if they are required. The integrity of future contracts revolves around our ability to convey accurate and realistic information to all interested parties.

A complete and accurate Usage Report (Sample Report 1) shall be furnished in an Excel format and submitted electronically, no later than the 15th (or next business day after the 15th day) of each month, detailing the purchasing of all items on this contract. The reports shall be submitted and sent as an attachment to vendorusage@state.de.us. Submitted reports shall contain accurate descriptions of the products, goods or services procured, purchasing agency information, including the six-digit department and organization code, quantities procured and prices paid. Any exception to this mandatory requirement or failure to submit complete reports, or in the format required, may result in corrective action, up to and including the possible cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, Vendors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.

In accordance with Executive Orders 14 and 29 – Increasing Supplier Diversity Initiatives within State Government and Ensuring Representation of Veteran-Owned Businesses (VOBE) including Service Disabled Veteran Owned Businesses (SDVOBE), the State of Delaware is committed to supporting its diverse business industry and population. The successful Vendor will be required to accurately report on the participation by Diversity Suppliers which includes: minority (MBE), woman (WBE), veteran owned business (VOBE), or service disabled veteran owned business (SDVOBE) under this awarded contract. The reported data elements shall include but not be limited to; name of state contract/project, the name of the Diversity Supplier, Diversity Supplier contact information (phone, email), type of product or service provided by the Diversity Supplier and any minority, women, veteran, or service disabled veteran certifications for the subcontractor (State OSD certification, Minority Supplier Development Council, Women's Business Enterprise Council, VetBiz.gov). The format used for Subcontracting 2nd Tier reporting is shown as Sample Report 2.

Accurate 2nd Tier reports shall be submitted to the Office of Supplier Diversity at vendorusage@state.de.us on the 15th (or next business day) of the month following each quarterly period. For consistency quarters shall be considered to end the last day of March, June, September and December of each calendar year. Contract spend during the covered periods shall result in a report even if the contract has expired by the report due date.

20. BUSINESS REFERENCES

In order to have your bid considered, please supply three (3) business references consisting of current or previous customers with your reply. Please include name, address, telephone number, and a contact person.

PLEASE DO NOT UTILIZE STATE OF DELAWARE PERSONNEL AS REFERENCES.

21. ORDERING PROCEDURE

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

22. BILLING

The successful vendor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number.

23. PAYMENT

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt of a correct invoice. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

24. PRODUCT SUBSTITUTION

All items delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the bid proposal unless specific approval is given by the Delaware Department of Transportation to do otherwise. However, awarded vendors are highly encouraged to offer any like substitute product (s); either generic or brand name, at any time during the subsequent contract term, especially if an opportunity for cost savings to the state exists. In such cases, the state may require the submission of written specifications and/or product samples for evaluation prior to any approvals being granted.

25. BID/CONTRACT EXECUTION

Both the non-collusion statement that is enclosed with this Invitation to Bid and the contract form delivered to the successful bidder for signature **shall** be executed by a representative who has the legal capacity to enter the organization into a formal contract with the State of Delaware, Department of Transportation.

The State of Delaware requires completion of the Delaware Substitute Form W-9 to make payments to vendors. Successful completion of this form enables the creation of a State of Delaware vendor record. The Taxpayer ID (SSN or EIN) and Applicant (vendor) name are submitted to the Internal Revenue Service for "matching." If the Taxpayer ID and name do not match, the vendor record cannot be approved.

It is the applicant's responsibility to select the appropriate 1099 Withholding Type and Class. If incorporated, a business is not subject to 1099 reporting unless the business is providing legal or medical services.

Any questions about completing this form or specific comments about a form that you have submitted, please contact vendor services by phone at 302-672-5000.

26. CONTRACTOR RESPONSIBILITY

The State will enter into a contract with the successful contractor. The successful contractor shall be responsible for all products and services as required by this ITB. Subcontractors, if any, shall be clearly identified in the financial proposal.

27. PERSONNEL

- a. The Contractor represents that they have, or will secure at their own expense, all personnel required to perform the services required under this contract.
- b. All of the services required hereunder shall be performed by the Contractor or under its direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
- c. None of the work or services covered by this contract shall be subcontracted without the prior written approval of the State.

28. LIFE CYCLE COSTING

If applicable, the specifications contained within this ITB have been developed through Life Cycle Cost Analysis that will allow the State to realize the lowest total cost of ownership and operation over the useful life of the equipment

29. ENVIRONMENTAL PROCUREMENT PRODUCTS

- a. Energy Star - If applicable, the Contractor must provide products that earn the ENERGY STAR rating and meet the ENERGY STAR specifications for energy efficiency in order to keep overall event costs to a minimum. The Contractor is encouraged to visit www.energystar.gov for complete product specifications and updated lists of qualifying products.
- b. Green Products – third party certification of green products accepted from GSS w/approved green certification shall be offered wherever available in addition to or as a substitute for non-green products.
- c. Contractors shall report all green items procured during the monthly reporting period using the Usage Report that will be provided to the awarded Vendor(s).
- d. Environmental Procurement Policies of the State shall determine acceptable consideration and credit for environmentally preferred products and services in the performance of this award. The State Environmental Procurement Policies may be found:
<http://gss.omb.delaware.gov/contracting/documents/agencyboilers/espp.pdf>.

30. TERMINATION FOR CONVENIENCE

Contracts shall remain in effect for the time period and quantity specified unless the contract is terminated by the State. The State may terminate the contract at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of termination.

31. TERMINATION FOR CAUSE

If, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 5 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Contract shall, at the option of the State, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

32. AUDIT ACCESS TO RECORDS

The Vendor shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately reflect performance hereunder. The Vendor agrees to preserve and make available to the State, upon request, such records for a period of five (5) years from the date services were rendered by the Vendor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Vendor agrees to make such records available for inspection, audit, or reproduction to any official State representative in the performance of their duties under the Contract. Upon notice given to the Vendor, representatives of the State or other duly authorized State or Federal agency may inspect, monitor, and/or evaluate the cost and billing records or other material relative to this Contract. The cost of any Contract audit disallowances resulting from the examination of the Vendor's financial records will be borne by the Vendor. Reimbursement to the State for disallowances shall be drawn from the Vendor's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

33. VENDOR EMERGENCY RESPONSE POINT OF CONTACT

The awarded vendor(s) shall provide the name(s), telephone, or cell phone number(s) of those individuals who can be contacted twenty four (24) hours a day, seven (7) days a week to meet a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the current Delaware Emergency Operations Plan. Failure to provide this information could render the bid as non-responsive.

34. SUBCONTRACTS

Subcontracting is permitted under this ITB and contract. However, every subcontractor shall be identified in the Proposal (Attachment E) and agreed to in writing by the State or as are specifically authorized in writing by the Agency during the performance of the contract. Any substitutions in or additions to such subcontractors, associates, or consultants will be subject to the prior written approval of the State.

The Vendor(s) shall be responsible for compliance by the subcontractor with all terms, conditions and requirements of the ITB and with all local, State and Federal Laws. The Vendor shall be liable for any noncompliance by any subcontractor. Further, nothing contained herein or in any subcontractor agreement shall be construed as creating any contractual relationship between the subcontractor and the State.

If a company elects to be a subcontractor for another vendor, the subcontractor may not independently bid on this solicitation.

35. AGENCY'S RESPONSIBILITIES

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Vendor to the Agency and render to the Vendor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Vendor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.
- c. When an ordering agency first experiences a relatively minor problem or difficulty with a vendor, the agency will contact the vendor directly and attempt to informally resolve the problem. This includes failure to perform by the date specified and any unacceptable difference(s) between the purchase order and the merchandise received. Ordering agencies should stress to vendors that they should expedite correction of the differences because failure to reply may result in an unfavorable rating in the execution of the awarded contract.
- d. The state has several remedies available to resolve non-performance issues with the contractor. The Agency should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, the Agency should first review the contract to confirm that the issue is a part of the contract. If the issue is not covered by the contract, the state cannot expect the contractor to perform outside the agreement. If the issue is a part of the contract, the Agency or GSS - Contracting must then contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.
- e. If there is a performance deficiency, a Corrective Action Report (CAR) may be used. Complete this form to report concerns with vendors or commodities. Be sure to furnish as much detail as possible. <http://gss.omb.delaware.gov/divisionwide/forms.shtml>.

36. CONFIDENTIALITY

All documents submitted as part of the vendor's proposal will be deemed confidential during the evaluation process. Vendor proposals will not be available for review by anyone other than the State of Delaware/Proposal Evaluation Committee or its designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to award of the contract.

The State of Delaware is a public agency as defined by state law, and as such, it is subject to the Delaware Freedom of Information Act, 29 *Del. C.* Ch. 100. Under the law, all the State of Delaware's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. Vendor(s) are advised that once a proposal is received by the State of Delaware and a decision on contract award is made, its contents will become public record and nothing contained in the proposal will be deemed to be confidential except proprietary information.

Vendor(s) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information. If a Vendor feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended for selection. Vendor(s) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the ITB number. The envelope must contain Attachment H describing the documents in the envelope, representing in good

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faith that the information in each document is not “public record” as defined by 29 *Del. C.* § 10002, and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the State of Delaware will open the envelope to determine whether the procedure described above has been followed.

If the Vendor does not have any documents it declares confidential or proprietary, Attachment H should be completed by checking the appropriate box found at the top of the attachment.

37. NUMBER OF COPIES WITH MAILING OF PROPOSAL

To be considered, all proposals must be submitted in writing and respond to the items outlined in this ITB. The State reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with two (2) paper copies of the Bid Form. Paper copies must contain original signatures in all locations requiring signatures.

Title: LANDSCAPE BED MAINTENANCE, STATEWIDE, CALENDAR YEARS 2014-2016

III. TECHNICAL SPECIFICATIONS

SPECIFICATIONS:

The specifications entitled "Delaware Standard Specifications, for Road and Bridge Construction, August, 2001", hereinafter referred to as the Standard Specifications, Supplemental Specifications issued as of the advertisement date of this proposal, the Special Provisions, Technical Specifications, this Bid Proposal, and any addenda thereto shall govern the work to be performed under this contract.

SUPPLEMENTAL SPECIFICATIONS

SUPPLEMENTAL SPECIFICATIONS TO THE AUGUST 2001 STANDARD SPECIFICATIONS EFFECTIVE AS OF THE ADVERTISEMENT DATE OF THIS PROPOSAL ARE INCLUDED BY REFERENCE.

The Supplemental Specifications can be viewed and printed from the Department's Website.

To access the Website:

- in your internet browser, enter; <http://www.deldot.gov>
- on the left side of the page under 'INFORMATION', Click; 'Publications'
- scroll down under 'MANUALS' and Click; "Standard Specifications 2001"

The full Website Link is:

http://www.deldot.gov/information/pubs_forms/manuals/standard_specifications/index.shtml

Printed copies of the Supplemental Specifications are available upon request. A printed copy of the above referenced Supplemental Specifications will be included in the final contract documents upon award.

The Contractor shall make himself aware of these revisions and corrections (Supplemental Specifications), and apply them to the applicable item(s) of this contract.

QUANTITIES:

The quantities shown are for comparison of bids only. The Department may increase or decrease any quantity or quantities without penalty or change in the bid price. Under no circumstances will the total value of the contract exceed **150%** of the awarded value.

DIFFERING SITE CONDITIONS:

SUSPENSIONS OF WORK and SIGNIFICANT CHANGES IN THE CHARACTER OF WORK

Differing site conditions: During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and before the affected work is performed. Upon written notification, the engineer will investigate the conditions, and if he/she determines that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding loss of anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of his/her determination whether or not an adjustment of the contract is warranted. No contract adjustment which results in a benefit to the contractor will be allowed

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unless the contractor has provided the required written notice. No contract adjustment will be allowed under their clause for any effects caused on unchanged work. Suspensions of work ordered by the engineer: If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The engineer will notify the contractor of his/her determination whether or not an adjustment of the contract is warranted. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.

No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided for or excluded under any other term or condition of this contract. Significant changes in the character of work: The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered. If the alterations or changes in quantities significantly change the character of the work under the contract, whether or not changed by any such different quantities or alterations, an adjustment, excluding loss of anticipated profits, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.

The term "significant change" shall be construed to apply only to the following circumstances:

(A) When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction or

(B) When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

737520 - LANDSCAPE MAINTENANCE

Description:

This work consists of maintaining landscape beds at locations designated in the Plans. Work includes weeding, mulching, furnishing and applying pesticides, edging, pruning, removing and replacing dead plant material and as directed by the Engineer.

Materials:

Mulch. All bark mulch shall be from a deciduous hardwood source and mechanically ground to a maximum size of three inches (3"). In addition, the bark shall be relatively free of bark fines, dust, and shall exclude all foreign and toxic substances.

Construction Methods:

The landscape maintenance crew shall be composed of a foreman and at least two laborers. At least one member of each crew must be knowledgeable in horticultural practices. In the event a crew or crewmember is not productive or working in an expeditious manner to accomplish the work, the Engineer will submit written notification to the Contractor. Upon the second written notification concerning the same crew or crewmember, the Contractor shall replace said crew or crewmember immediately with a competent crew or worker.

The work to be performed by the landscape maintenance crew shall be as described in the Contract, these specifications, and as directed by the Engineer.

Pesticides - Herbicide, fungicide and insecticide applications shall be made in strict compliance with Delaware Pesticide Laws and with the manufacturer's directions, when and as directed by the Engineer.

The contractor shall be responsible for replacing, at his own expense, any plant material which is killed or disfigured through any act of negligence concerning the application or handling of pesticides on this project.

Method of Measurement:

The quantity of landscape maintenance performed and accepted will be measured by the hour to the nearest quarter hour based on certification of work as made on the Contractor's Daily Report for Landscape Maintenance provided by the Department.

Basis of Payment:

The quantity of landscape maintenance will be paid for at the Contract per hour price. Price and payment will constitute full compensation for furnishing all materials, except shredded hardwood bark mulch; performing all work as described in the Contract, these specifications, and as directed by the Engineer; disposing of all material; and for all labor, equipment, tools and incidentals required to complete the work.

737523 - PLANTINGS

737.01 Description: This work consists of furnishing and planting specified plants, shrubs, and trees and the replacement and cultural care of the material.

MATERIALS:

737.02 Plant Material

- a. *Quality.* All plants shall be true to type and nomenclature and typical of their species or variety. They shall have a normal habit of growth with well-developed branch systems and vigorous root systems. They shall be sound, healthy, and vigorous plants, free from defects, disfiguration, injury, disease of any kind, insect eggs, borers, and any infestation. All plants shall be nursery grown. They shall have been growing under similar climatic conditions to those of the locality of the Project for at least two years prior to planting. All plant material shall have been grown in a soil that is similar to this area and shall not have been grown in a muck type soil or other foreign type. It shall be the responsibility of the Contractor to inspect the plants before removal from the nursery where they have been grown to make sure that the plants meet these requirements. All plants shall be freshly dug, and no heeled-in or cold storage plants will be accepted, with the exception of plant material delivered prior to planting as outlined in Subsection 737.14.
- b. *Measurements.* All plants shall conform to all sizes and measurements specified in the Plant List. Plants that conform to the requirements specified in the Plant List but do not have a normal balance between height and spread will not be accepted. Where any requirement or exact measurement is omitted, the plants furnished shall be normal for the species and variety as listed in AAN's "USA Standards for Nursery Stock". Plants for use where symmetry is required shall be matched as close as possible. All plants shall be measured for height and spread with the branches in their normal position. The trunk diameter of all trees shall be taken 6" (150 mm) above the ground level for up to and including 4" (100 mm) diameter sizes, and 12" (300 mm) above the ground level for larger sizes. The height of the branches on the tree trunks need not be as specified if the required height can be obtained by pruning the lower branches without leaving unsightly scars and damaging the trunk. No pruning of branches for this effect shall be done before delivery to the site unless approved. Plants larger in size than specified may be used. Larger plants, when selected for use over that which is specified, shall be dug with an earth ball or root spread proportionate to the increased size. With plants smaller than specified, credit shall be offered to the Department for approval. The basis of a credit shall be the average wholesale value based on the difference between the specified size and the next smaller size. The average wholesale value shall be substantiated with written submissions in accordance with Subsection 737.02 (e).
- c. *Inspection.* The Contractor shall be responsible for all certificates of inspection of plant materials that may be required by Federal, State, or other authorities to accompany shipment of plants. The Contractor shall furnish complete information as to the location of all plants which it intends to supply and use. The right is reserved to inspect, tag, and approve all plants at the source of supply. This inspection and tagging shall not in any way eliminate the right of rejection at the site. All plants must be inspected and approved before they are planted. Any plants placed without prior inspection at the site will be rejected at the discretion of the Engineer. The Plant materials shall be protected according to best horticultural practice while in transit in such a way as to prevent the drying or possible desiccation of plant tissue. All plant material arriving at the site with broken or loose balls, or dry or insufficiently developed roots, and plants which are weak or thin, damaged or defective, or which do not comply with the specifications, will not be accepted. The Engineer reserves the right to reject all stock that is found to be unsatisfactory. All plant material determined as unsatisfactory by the Engineer shall not be

planted under any circumstances and shall be removed from the Project site by the close of the working day. Failure on the part of the Contractor to comply with any of the above procedures will require an immediate suspension of all work.

- d. *Nomenclature.* Plants shall conform to the nomenclature of "Standard Plant Names" as accepted by the American Joint Commission of Horticulture Nomenclature, 1942 Edition. Names of varieties not included shall conform to names accepted in nursery trade. Size and grading shall conform to those listed in AAN's "USA Standards for Nursery Stock". No substitution will be permitted except by written permission of the Engineer.
- e. *Availability.* The Engineer, after receiving written request from the Contractor for substitution, will verify and establish the non-availability of the specified plant and size to this satisfaction. Upon determining that a substitution is justified, the Contractor will be directed to provide certification in the form of five letters from five independent growers who list the specified plant form in their most current catalog, stating that the item in question is not available as specified.
- f. *Experience.* Under Special Condition No. 22 of the U.S. Army Corps of Engineers 404 Permit, it is stipulated that: *The mitigation and post-planting monitoring plans shall be developed and implemented by a firm with demonstrated expertise in wetland creation activities.* Therefore, the firm that does the actual planting and seeding of the mitigation site shall possess a record of successful wetland woody and wetland herbaceous and seeding programs that have received final approval by the U.S. Army Corps of Engineers, or have on-site staff personnel who have managed successful wetland woody and herbaceous planting and seeding programs that have received final approval by the U.S. Army Corps of Engineers. At the request of the Department, information indicating compliance with this "Special Condition" shall be forwarded within 14 days.

737.03 Trees

Trees shall have straight trunks according to their habit of growth and shall be well branched and rooted. Shade trees of standard variety shall have a single leader and shall be branched at 6 to 8' (1.8 to 2.4 m) height unless otherwise directed.

737.04 Shrubs

Shrubs shall be well branched, with full and compact growth and have ample well branched root systems capable of sustaining vigorous plant growth.

- a. *Woody Shrub Cuttings* shall be fresh 24" (600 mm) long stems of woody plants. Each cutting shall have a living terminal bud (end bud). Prior to installation, the cutting shall be kept cool and moist to prevent desiccation of the material. Degraded, rotting, or dried out material will not be accepted.

737.05 Ground Cover and Herbaceous Perennials

Ground cover shall be one year old, container grown plants, unless otherwise approved or specified in the Contract documents and shall have been growing for at least six months in the size specified as verified by the Department's inspection representative.

Herbaceous plant material shall be at least six months old and shall have been growing for at least three months in the size specified unless otherwise detailed in the plans, and as verified by the Department's inspection representative.

737.06 Soil Mix

- a. *Topsoil:* Planting topsoil shall consist of natural surface soil from well drained areas from which no topsoil has previously been stripped. The topsoil shall be free of subsoil, heavy clay, hard clods, weeds, roots, sticks, toxic substances, or any other extraneous material. The topsoil shall have a pH range of from 5.5 to 6.8 and contain not less than 2% nor more than 10% organic matter. The topsoil shall exhibit the following grading analysis:

<i>Sieve Size Minimum Percent Passing</i>	
2" (50 mm)	100
No. 4 (4.75 mm)	90
No. 10 (2.00 mm)	80

The Contractor shall take the necessary action to ensure that the topsoil meets the sieve analysis, acidity, and organic matter requirements. A certificate of analysis of soil samples shall be provided to the Engineer and approved prior to delivery of topsoil to the Project site.

- b. Peat Moss and Peat Humus:

- i. Peat Moss. Peat moss shall be from sphagnum peat bogs. All peat moss shall be shredded, not dusty, and free of twigs, stones, hard lumps, roots, or any other undesirable materials. All peat moss must be moistened before using, but not watered to a saturated or puddled, unworkable condition. Peat moss shall show an acid reaction of 3.5 to 5.5 pH. The Contractor shall provide written certification from the manufacturer that the peat moss was obtained from sphagnum peat bogs.
- ii. Peat Humus. Peat humus shall be a natural peat or peat humus from fresh water saturated areas, consisting of sedge, sphagnum, or reed peat and be of such physical condition that it passes through a 2" (12.5 mm) sieve. The humus shall be free from sticks, stones, roots, and other objectionable materials. Samples taken at the source of supply shall have the following analysis:

Acidity Range	4.0 to 7.5 pH
Minimum Water Absorbing Ability	200% by weight on oven-dry basis
Minimum Organic Content	60% when dried at 221 EF (105 EC)

- c. Composted leaf mulch free of wood, metallic substances, glass or other contaminants may be used in lieu of peat moss or peat humus.

737.07 Fertilizer

Fertilizer shall be a 20-10-5 analysis or approved equal in accordance with the following minimum guaranteed analysis:

Total Nitrogen (N)	20.00%
Derived from urea-formaldehyde	
7.0% water soluble nitrogen	
13.0% water insoluble nitrogen	
Available Phosphoric Acid (P2O5)	10.00%

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Derived from calcium phosphate	
Soluble Potash (K ₂ O)	5.00%
Derived from potassium sulfate	
Combined Calcium (Ca)	2.60%
Derived from calcium phosphate	
Combined Sulfur (S)	1.60%
Derived from ferrous and potassium sulfates	
Iron (expressed as elemental Fe)	0.35%
Derived from ferrous sulfate	

The fertilizer shall be formulated in tablet form weighing a minimum of 20g per tablet.

The fertilizer shall conform to all State and Federal regulations. The Engineer will require the Contractor to furnish an affidavit from the vendor or a testing laboratory as to the available nutrients contained therein.

Fertilizer shall be furnished in new, clean, sealed, and properly labeled packages or containers. Fertilizer failing to meet the specified analysis may be used as determined by the Engineer, providing sufficient materials are applied to comply with the specified nutrients per unit of measure.

737.09 Mulch

Mulch shall be shredded hardwood bark or wood chips, or an approved equal as accepted by the Engineer. All mulching materials will be visually inspected by the Engineer prior to delivery at the planting site and shall conform to the following requirements:

- a. Shredded hardwood bark shall be from a deciduous hardwood source and be mechanically ground to a maximum size of 6" (150 mm). In addition, the bark shall be relatively free of bark fines dust and shall exclude all foreign and toxic substances.
- b. Wood chips must be stockpiled for at least one year prior to placement as verified by the Department's inspection representative and shall not contain leaves, twigs, wood shavings and sawdust, or any foreign or toxic substances. In addition, loose, non-pelletized fertilizer with analysis in accordance with Subsection 737.07 shall be applied at the rate of 0.5 lb/yd² (0.25 kg/m²) prior to wood chip placement.

Only one of the above mulches will be selected and approved for use throughout the entire Project, and written certification for the above listed requirements of the mulch shall be submitted by the Contractor.

737.10 Stakes, Guys, and Related Materials

Staking and guying shall be as per the Standard Construction Details or alternate method approved by the Engineer.

- a. *Tree Stakes.* Hardwood stakes shall be at least 2" by 2" (50 by 50 mm) rough sawed to the length required. Stakes shall be free from knots, rot or other defects that impair strength.
- b. *Guying straps.* Guying straps shall be one and one-half to two inches (1.5-2.0") wide, of polymer or nylon construction, with grommets at both ends to accept wire or heavy twine.
- c. *Anchoring systems.* Anchors for guy wire shall be malleable iron or aluminum alloy with 3000 lb (13 kN) holding capacity designed to be inserted with a driving rod to a depth specified by the manufacturer. The anchor assembly shall be designed to turn, once located at the proper depth, at a right angle to the line of force applied. All manufacturers' recommendations shall be followed for installing ground anchoring systems.

737.11 Water

Conform to the requirements of Section 803.

CONSTRUCTION METHODS:

737.12 Planting Periods

Plant during the following planting period with the exceptions as noted:

*Balled or Burlapped and Potted or Container Grown Plant Material:
March 1 to May 15; September 1 to November 30:*

- (1) All planting of broadleaf evergreens during the fall season shall be completed by November 1.
- (2) All material planted from May 16 to August 31 must be treated with an approved antitranspirant in a manner recommended by the manufacturer, and written approval for moving plants within this period must first be obtained from the Engineer.
- (3) Woody Shrub Cuttings Install as dormant materials between October 30 and December 1 or between March 1 and April 1.

The above mentioned periods may be extended or reduced according to weather and soil conditions at the time and upon written request from the Contractor to the Engineer for approval. Planting outside the planting window does not relieve the contractor of his guarantee. The Engineer reserves the right to stop planting operations at any time.

The Contractor shall not plant when weather conditions are unfavorable for proper work or when the soil is in a frozen condition.

737.13 Soil Mixture

Soil mixtures for the various plantings shall consist of the following:

- a. *All Plants Except Ericaceous Material.* For each cubic yard (cubic meter) of baled peat moss, or approved equal, add from 43 to 54 yd³; (43 to 54 m³) of planting topsoil.
- b. *Ericaceous Plants.* For each cubic yard (cubic meter) of baled peat moss, or approved equal, add from 36 to 45 yd³; (36 to 45 m³) of planting topsoil. If peat humus is furnished in lieu of peat moss in the above mix, the mixture shall be based in the proportion of 1.8 yd³; (1.8 m³) of peat humus for each cubic yard (cubic meter) bale of peat moss specified for the above soil mix. Other approved equal materials shall be mixed according to manufacturer's printed recommendations which shall be submitted to the Engineer for written approval.

The above soil mixtures shall be mixed as specified in an area approved by the Engineer. No mix shall be prepared prior to notification of the Engineer at least 48 hours in advance of the mixing operation. Where ground covers or herbaceous perennials are specified, the soil mix may be mixed in place providing the existing topsoil conforms to the requirements of subsection 737.06.

The fertilizer as specified in accordance with Subsection 737.07 shall be placed according to the following requirements:

- a. *Balled and Burlapped, or Container Stock.* Position the plant in the hole, and backfill no higher than halfway up the root ball. Place the recommended number of tablets evenly around the perimeter of and immediately adjacent to the root ball. Complete the backfilling, tamping, and watering.
- b. *Small Ground Cover Plants and Herbaceous Perennials.* Position the plant in the hole, and backfill no higher than halfway up the root ball. Place the recommended number of tablets evenly around the perimeter of and immediately adjacent to the root ball. Complete the backfilling, tamping, and watering.
- c. *Trees.* Use one 20 g tablet for each 1/2" (13 mm) of tree trunk diameter based on size specified for planting.
- d. *Shrubs.* Use one 20 g tablet for each 12" (300 mm) of height or spread based on size specified for planting.
- e. *Ground Cover and Herbaceous Perennials.* Use one 20 g tablet for each plant.

No backfill shall be placed in any pit until the excavation has been inspected. Excess excavated material shall be removed from the Project site.

737.14 Digging and Handling

All precautions customary in good trade practice shall be taken in preparing plants for transplanting. Plants transplanted with workmanship that fails to meet the highest standards will be rejected. All balled and burlapped plants shall have firm, natural balls of earth of ample proportions and diameter not less than as specified in AAN's "USA Standards for Nursery Stock". Plants with cracked, broken, or crushed balls, which occur either before or during planting operations, will be rejected or shall be removed from the site immediately. All plants shall be handled so that roots are adequately protected and moist at all times. Material that cannot be planted immediately after delivery shall be adequately protected by covering with canvas, wet straw, burlap, moss, or other suitable material and kept covered until ready to be planted. Trees should not be planted with frozen earth balls. Containerized plant material shall be growing in the specified size container for at least six months and shall not display signs of being root bound or unnatural ratio of planting medium vs. root mass.

737.15 Location of Plants

Plants shall be located as indicated on the Plans, but may be shifted to avoid utilities subject to the approval of the Engineer. No excavation shall commence until locations are approved.

737.16 Planting

All trees and shrubs shall be planted in pits as detailed on the Standard Construction Details. Pits shall not be excavated with vertical sides. Pits shall be of such a depth that, when planted and settled, the crown of the plant shall bear the same relation to finished grade as it did to soil surface in its place of growth. With the approval of the Engineer, the Contractor may elect to plant wetland grown containerized shrubs on small mounds raised no more than 2" (50 mm) above the final grading elevation shown on the Plans. Open plant pits shall not be allowed overnight in residential areas or in any location where it is determined by the Engineer to pose a potential hazard to pedestrians or traffic.

All backfill topsoil shall be covered with a waterproof material after mixing. Pits shall be backfilled with specified soil mix and compacted firmly under ball of roots to establish a firm foundation. Plants shall be set in the center

of pits in a vertical position so that the crown of the plant is level with the finished grade after allowing for watering and settling of soil. The "Soil Mixture" shall be carefully and firmly worked and tamped under and around the base of the ball to fill all voids. When partially backfilled and compacted, the burlap and any wire baskets shall be removed from the sides and tops of the balls and cut away to prevent air pockets, but no burlap shall be pulled from under the balls. All burlap, wire baskets and other containers shall be removed from the jobsite at the end of the workday. The balance of the planting hole shall be filled with the planting mixture and a ring of earth shall be formed around the plant to produce a dish for watering. All plants shall be thoroughly watered immediately after planting as directed by the Engineer. This initial watering shall mean complete saturation of all backfill in the pits and beds during the same day of planting. Care shall be taken during all planting operations to ensure that no excavated material is dumped on any grassed area unless a suitable type of matting or protective underlay is used. The Contractor shall be responsible for all damage to any grassed, planted, or other landscaped area caused by its operations and shall repair any damage so caused in a manner satisfactory to the Engineer.

Ground cover and herbaceous perennial areas shall be prepared by rototilling to a minimum depth of 10" (250 mm). The mixing of peat moss, peat humus, or approved equal may be performed separately in order to obtain the proportion of ground cover or herbaceous perennial soil mixture as specified. Beyond the minimum excavation as stated above for soil mixing, the root system of the plant shall determine the actual depth for individual plant excavation. Plants shall be backfilled with the soil mixture and compact firmly around roots. All areas shall have a smooth and uniform grade and a minimum of 2" (50 mm) of approved mulch.

- a. *Pruning.* All plants shall be pruned immediately after planting or transplanting to remove all injured or dead wood. All trees inspected and tagged at the nursery shall conform to AAN Standards, and any subsequent pruning by the Contractor shall in no way alter the natural habit or shape of the plant. All pruning shall be done with sharp tools by workers skilled in this operation. All cuts shall be made flush, leaving no stubs. On all cuts over 3/4" (19 mm) in diameter and bruises or scars on the bark, the injured cambium shall be traced back to living tissue and removed; wounds shall be smoothed and shaped so as to preserve the branch bark ridge.
- b. *Watering.* Plants shall be watered on the same day as planting unless otherwise approved by the Engineer. Quantity of water per plant shall be as detailed in Section 737.17.
- c. *Mulching.* Trees and shrubs shall be mulched with at least a 4" (100 mm) cover of mulch. Mulch shall be placed the same day of planting, unless otherwise approved by the Engineer.
- d. *Wire baskets, nylon binding and treated burlap* shall be cut away and removed from the top half of the root ball.
- e. *Staking and Guying.* Unless approved by the Engineer, all staking and guying specified shall be completed the same day as planting and mulching.
- f. *Cleaning Up.* Throughout the course of planting, excess and waste materials shall be immediately removed from the site, seeded areas kept clean, and all precautions taken to avoid damage to existing structures, trees, shrubs, plants, and grass. When planting in an area that has been otherwise completed, the area shall, upon completion of the planting, be immediately and thoroughly cleared of all debris, rubbish, subsoil, and all waste materials removed from the site. All ground surfaces shall be raked smooth. All sodded areas disturbed as a result of construction shall be repaired by the Contractor.

737.17 Plant Establishment

The plant establishment period for all planting shall begin immediately after all planting and replacements (as specified under Section 737.16, Planting) are complete and acceptable to the Engineer. The plant establishment period will consist of one full growing season during which time the Contractor shall be responsible for all work necessary to keep the plants in a live and healthy condition. A growing season is defined as the period from May 1 through September 30. If the Contractor completes all planting (as specified under Planting) by May 1, the inspection will be held on or about October 1 of that year. In the event the

Contractor does not complete all planting by May 1, the inspection will be held on or about October 1 of the following year. All replacement plant material determined to be necessary at the inspection must then be approved at the replacement plant source by October 15. At this time, the Engineer will direct the Contractor to replace those plants determined to be dead or unhealthy by December 1. The Contractor will notify the Engineer in writing that all replacement planting has been accomplished. The Engineer will conduct an inspection within 15 days after such notification to determine the acceptability of the replacements. If all replacements are determined satisfactory by the Engineer, the Contractor will be relieved of all further responsibility for care and replacement.

All planting areas shall be kept free of weeds and grass during the life of the Contract. The Contractor may utilize a pre- or post-emergent herbicide to control such grass and broadleaf weeds incidental to the cost of planting and be totally responsible for the proper use and placement of any such herbicide. As requested in writing by the Engineer, the Contractor shall be responsible to weed within all plant beds and within the saucer limits of individual plants, beginning 10 calendar days after the date of notification. The Contractor shall prune and apply insecticides or fungicides as required, repair or replace stakes and guy wires, tighten guy cable or wire and repair plant saucer washouts when and as specified by the Engineer.

Any plants that settle below or rise above the desired finished grades shall be reset at the proper grades.

If dead or unhealthy plants are discovered, they shall be removed within 10 calendar days and replaced with the next appropriate planting season.

All replacements shall be plants of the same kind, size and quality as originally specified in the Contract and they shall be furnished, planted, mulched, guyed, watered, etc. as specified herein for new plant material.

The Contractor shall warrant all plant material against defects including death and unsatisfactory growth, except for defects resulting from incidents beyond the Contractor's control, such as vehicular impacts or vandalism. Submission of appropriate police reports or other approved evidence verifying the cause of the damage shall be required to relieve the Contractor of responsibility for replacement. The cost of the above described work shall be incidental to Section **737**, Planting.

Contractor shall be required to water all major and minor trees, shrubs and all herbaceous beds bi-weekly during the period from June 15 through October 1. Watering, once initiated, shall continue without interruption until all plants on the project have been watered. Payment shall be per 1,000 gals of water applied and shall be based on the following schedule: Major trees-15 gals per tree, minor trees-10 gals per tree, shrubs-5 gals per shrub, perennials-10 gals per 100 square feet of planting bed. Water used for this item shall meet the requirements of Section 803 of the Standard Specifications. Tree watering bags, if utilized, shall be filled as a part of the watering operation; payment shall be as detailed herein. Tree watering bags shall remain the property of the contractor and shall be removed prior to final inspection.

737.18 Method of Measurement

The quantity of planting will not be measured.

737.19 Maintenance Bond

Upon Substantial Completion of the Work, the Contractor shall furnish to the Department a Maintenance Bond on the form provided by the Department for item 737000 - Planting. The Maintenance Bond shall meet the following requirements:

A sum equal to 100% of the value of all Planting Items paid to the Contractor, as detailed in the Breakout Sheet; All signatures are original signatures, in ink, and not mechanical reproductions or facsimiles of any kind;

The Contractor is the named principle; Section 737.17 – Plant Establishment Work items associated with this section requires completion after substantial completion of the Project. The term of the Maintenance Bond will be for a period of one full growing season, as defined in the section, beyond the completion of permanent planting Work; and, Written by a Surety or insurance company that is in good standing and currently licensed to write surety bonds in the State of Delaware by the Delaware Department of Insurance.

737.20 Basis of Payment

The quantity of planting will be paid for at the Contract lump sum. Price and payment will constitute full compensation for furnishing and placing all materials, including plants, soil mixes, and mulch; for protecting plants after digging and prior to planting; for staking, excavating plant pits, pruning, and guying; for the cultural care of the plants until the completion and acceptance of all landscape work; for disposing of excess and waste materials; for replacement planting; for cleanup; for repairs to plant material, tree protection, wire, or staking; for repairs to damaged grassed, planted, or other landscaped area due to the Contractor's operations; for ensuring that topsoil meets the sieve analysis, acidity, and organic matter requirements; for applying sufficient materials to fertilizer that originally failed to meet the specified analysis; for using pre- or post-emergent herbicide to control grass and weeds; for the work outlined under Subsection 737.17; and for all labor, equipment, tools and incidentals required to complete the work. The quantity of watering will be paid for in accordance with the price bid for, "Watering," as detailed on the breakout sheet. Payment shall be by the M/Gal (1,000 gallons) of water applied at each watering operation.

The breakout sheet attached to the proposal shows all plant material and the anticipated amount of water proposed for this Contract. The Contractor shall fill in the per each unit price and the cost (unit price times the proposed quantity) for each item listed. The lump sum price bid for 737523 - Planting shall be the sum of the total cost for all species and sizes listed. The completed typewritten breakout sheet shall be attached to the bid proposal. Failure to submit the breakout sheet with the Bid Proposal will result in the Bid Proposal being declared non-responsive and rejected.

The Department reserves the right to delete from the Contract the furnishing and installing of one or more of the species and/or sizes listed and the right to add or subtract from the quantity of each species and size listed. The lump sum to be paid will be adjusted in accordance with the Contractor's unit prices as required above. There will be no extra compensation to the Contractor if such additions and/or deletion are made. Watering item shall be paid separately for watering completed at the bid price indicated on the Breakout Sheet. Payment for the planting as described above may be processed if, in the opinion of the Engineer all work required, except that specified under Subsection 737.17 is satisfactorily completed. No partial payment will be made for any living plant until and unless planted in accordance with these specifications. No additional payment will be made for using plants larger than specified.

On contracts where assessment of time is in working days, the Contractor will be charged working days while engaged in actual planting and directly related work such as plant pit excavation, staking, wrapping, and mulching. The Contractor will not be charged time for indirectly related work such as watering, weed control, pruning, and other responsibilities as described under Subsection 737.17

The cost to remove and replace plants that settle below or rise above the desired finished grades, or that die or are unhealthy as described in Subsection 737.17 shall be the responsibility of the Contractor.

763643 - MAINTENANCE OF TRAFFIC – ALL INCLUSIVE

Description:

This item shall consist of furnishing, installing, maintaining and/or relocating the necessary temporary traffic control devices used to maintain vehicular, bicycle and pedestrian traffic, including persons with disabilities in accordance with the Americans with Disabilities Act, as amended. All work shall be performed in a manner that will provide reasonably safe passage with the least practicable obstruction to all users, including vehicular, bicycle and pedestrian traffic.

All requirements of the Delaware Manual on Uniform Traffic Control Devices (MUTCD), Part 6, herein referred to as the Delaware MUTCD. (latest edition with all revisions made up to the date of Advertisement of this project) shall apply for all temporary traffic control devices. Any, and all, control, direction, management and maintenance of traffic shall be performed in accordance with the requirements of the Delaware MUTCD, notes on the Plans, this specification, and as directed by the Engineer.

The Contractor shall be aware that the Case Diagrams and safety measures outlined in the Delaware MUTCD are for common construction situations and modifications may be warranted based on the complexity of the job. The Contractor shall submit justification for modifications to the Temporary Traffic Control Plan (TTCP) to the Engineer for approval prior to implementation.

The Department reserves the right to impose additional restrictions, as needed, for the operational movement and safety of the traveling public. The Department reserves the right to suspend the Contractor's operations until compliance with the Engineer's directive for remedial action, based on but not limited to the following reasons:

1. The Contractor's operations are not in compliance with the Delaware MUTCD, the specifications or the Plans.
2. The Contractor's operations have been deemed unsafe by the Traffic Safety Engineer or District Safety Officer.

Materials and Construction Methods:

The Contractor shall submit a Temporary Traffic Control Plan (TTCP) or a Letter of Intent to use the Plan recommended Delaware MUTCD Case Diagram(s) at or prior to the pre-construction meeting. The Contractor shall submit the TTCP for all Contractor and subcontractor work to be performed on the project for the Department's approval before the start of work.

When specified by a note in the Plans, the Contractor shall be required to have an American Traffic Safety Services Association (ATSSA) certified Traffic Control Supervisor on the project. The authorized designee must be assigned adequate authority, by the Contractor, to ensure compliance with the requirements of the Delaware MUTCD and provide remedial action when deemed necessary by the Traffic Safety Engineer or the District Safety Officer. The ATSSA certified Traffic Control Supervisor's sole responsibility shall be the maintenance of traffic throughout the project. This responsibility shall include, but is not limited to, the installation, operations, maintenance and service of temporary traffic control devices. Also required is the daily maintenance of a log to record maintenance of traffic activities, i.e., number and location of temporary traffic control devices; and times of installation, changes and repairs to temporary traffic control devices. The ATSSA Traffic Control Supervisor shall serve as the liaison with the Engineer concerning the Contractor's maintenance of traffic. The name, contact number and certification for the designated Traffic Control Supervisor shall be submitted at or prior to the pre-construction meeting. The cost of the ATSSA certified Traffic Control Supervisor shall be incidental to this item.

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Temporary traffic control devices shall be maintained in good condition in accordance with the brochure entitled "Quality Guidelines for Temporary Traffic Control Devices", published by the American Traffic Safety Services Association (ATSSA). Any temporary traffic control devices that do not meet the quality guidelines shall be removed and replaced with acceptable devices. Failure to comply will result in work stoppage with time charges continuing to be assessed.

Any existing signs that conflict with any temporary or permanent construction signs shall be covered as needed or as directed by the Engineer. The cost for temporarily covering conflicting signs shall be incidental to this item.

Access to all transit stops located within the project limits shall be maintained unless otherwise directed by the Plans or the Engineer. Maintaining access shall include maintaining an area for the transit vehicle and also an accessible path for pedestrians to safely access the transit stop.

The Contractor shall notify the Engineer, in writing, no less than fourteen (14) calendar days prior to the start of any detour(s) and road closures. The Engineer will notify the following entities:

- Local 911 Center
- Local School Districts
- Local Post Offices
- DelDOT's Transportation Management Center (TMC)
- Town Managers
- Local Police
- DelDOT's Public Relations
- Delaware Transit Corporation (DTC)

Immediately prior to the implementation of any lane or road closures, the Engineer shall notify the DelDOT TMC at (302) 659-4600. Notifications shall also be provided when the closures are lifted. The Engineer shall notify TMC and the District Safety Officer if any lane closures cannot be removed prior to the end of the allowable work hours.

The Contractor shall notify the local 911 center if access to a fire hydrant is temporarily restricted. The Contractor shall provide written confirmation to the Engineer that the local 911 center has been notified.

If a detour is required during any part or the entire period of this Contract, an approved detour plan shall be obtained from the Department's Traffic Safety Section. All signs, barricades and other temporary traffic control devices required as part of the approved detour plan shall be installed and maintained by the Contractor on the route that is closed and on the detour route. Road closures without an approved detour plan shall not be allowed. If a road is closed without an approved detour plan, the Contractor's operations shall be stopped immediately.

The Contractor shall provide and maintain ingress and egress for each property abutting the construction area and each property located between the diversion points of any detour and the actual construction site. Construction activities which may temporarily or otherwise interfere with property access shall be coordinated in advance with the affected property owners.

The Contractor shall conduct construction operations in a manner which will minimize delays to traffic, and shall meet the following requirements:

1. If work is being performed within 200 feet in any direction of an intersection that is controlled by a traffic signal, the flagger(s) shall direct the flow of traffic in concert with the traffic signals in construction areas to

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avoid queuing, unless active work prohibits such action. The flagger shall direct traffic to prevent traffic from queuing through an intersection (i.e., blocking an intersection). Only a Traffic Officer may direct traffic against the operation of a traffic signal and only until the operation occurring within the intersection is completed.

2. When a lane adjacent to an open lane is closed to travel, the temporary traffic control devices shall be set 2 feet (0.61 m) into the closed lane from the edge of the open lane, unless an uncured patch exists or actual work is being performed closer to the open lane with minimum restriction to traffic.

3. Except for "buffer lanes" on high volume and/or high speed roadways, lanes shall not be closed unless construction activity requiring lane closure is taking place, or will take place within the next hour. Lanes shall be reopened immediately upon completion of the work. Moving operations will require the lane closures be shortened as the work progresses and as traffic conditions warrant to minimize the length of the closure. The Contractor shall conduct construction operations in a manner so as to minimize disruption to traffic during peak hours and periods of heavy flow. The Department reserves the right to stop or change the Contractor's operations, if in the opinion of the Engineer, such operations are unnecessary at that time or the operations are unnecessarily impeding traffic.

4. Work in the vicinity of traffic signals, shall be scheduled to minimize the time during which the signal is operated without detectors, and prior approval from the Engineer shall be required. TMC shall be notified in advance of cutting a loop detector, and be immediately notified once the loop detector has been reinstalled. The Contractor shall provide sufficient advance notice of the loop detector work with the Engineer to ensure the aforementioned requirements are met.

It is required that all temporary traffic control work and related items shall either be performed entirely by the Contractor's own organization, or totally subcontracted. Maintenance of equipment shall not be subject to this requirement.

Any deficiencies related to temporary traffic control that are reported to the Contractor in writing shall be corrected within 24 hours or as directed by the Engineer. Failure to comply will result in non-payment for those devices that are found to be deficient for the duration of the deficiency. Serious deficiencies that are not corrected immediately shall result in suspension of work until items identified are brought back into compliance.

At the end of each day's work, the Contractor shall correct all pavement edge drop-offs in accordance with Table 6G-1 in the Delaware MUTCD. This corrective work shall be accomplished with Temporary Roadway Material (TRM) unless an alternate method is specified in the Plans. All ruts and potholes shall be filled with TRM as soon as possible but no later than the end of each work day. Placement and Payment of TRM shall be completed in accordance with Section 402 of the Standard Specifications. If temporary elimination of a drop-off hazard cannot be accomplished, then the area should be properly marked and protected with temporary traffic control devices such as temporary barricades, warning signs, flashing lights, etc. as required by Section 6G.21 of the Delaware MUTCD.

All open trench excavation accessible by vehicular traffic must be backfilled prior to the end of each working day. Steel plates shall not be used except in emergency situations and only with prior written approval from the Engineer unless otherwise directed by the Plans.

The Contractor shall submit, at or prior to the preconstruction meeting, detailed drawings including but not limited to existing striping lengths, lane and shoulder widths, turn lane lengths, locations of stop bars, turn arrows, crosswalks and railroad crossings. The drawings shall depict the existing pavement markings for each project location. These drawings will be reviewed by the Department's Traffic Section to determine the need for modification(s) for compliance with the Delaware MUTCD. Temporary pavement markings, on the final pavement surface, shall match the Plan dimensions and layout or the approved drawings of the permanent markings in compliance with Section 3 of the Delaware MUTCD. All conflicting or errant striping shall be

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removed as directed by the Engineer in compliance with the specifications for Item 748530 (Removal of Pavement Striping).

At the end of each day's operation and before traffic is returned to unrestricted roadway use, temporary striping shall be utilized when the existing pavement is milled and hot mix will not be placed the same day or more than a single course of hot mix is to be placed or permanent roadway striping cannot be placed on the same day as the placement of the final course of hot mix. Placement of temporary striping shall receive prior approval from the Engineer and the contractor shall apply temporary pavement markings in accordance with the requirements of Section 748 of Delaware Standard specifications and the Delaware MUTCD. Payment for temporary pavement striping shall be made at the unit price bid for item 748 - Temporary Striping. Payment for final striping will be included in the applicable striping item.

The Contractor shall have temporary striping/delineating materials (such as raised markers, tape, and other approved materials) available at the job site for verification by the Department prior to starting the hot-mix paving operation on roads to be immediately opened to traffic. These materials shall be used by the Contractor for temporary markings if he/she fails to apply temporary marking paint, etc., as required by the Delaware MUTCD. No paving operations on roads to be immediately opened to traffic will be allowed unless such verification has been made for the availability of the materials at the job site.

Travel lane and ramp closings on multilane highways and Interstates shall not be permitted during the following holiday periods:

- December 24 through December 27 (Christmas Day)
- December 31 through January 3 (New Year's Day)
- Friday prior to Easter through Easter Sunday
- Thursday prior to Memorial Day through the Tuesday following Memorial Day
- Dover International Speedway Race Weekends (Thursday prior to the race event through the day after the race event)
- July 3 through July 5 (Independence Day)
- Thursday prior to Labor Day through the Tuesday following Labor Day
- Wednesday prior to Thanksgiving Day through the Monday following Thanksgiving Day

Additional time restrictions may apply as noted in the project plans or as directed by the Engineer. Any requests to waive any restrictions must be made in writing to the Engineer for review and approval. A copy of the request shall be provided to the District Safety Officer for review.

Certification:

Temporary traffic control devices used on all highways open to the public in this State shall conform to the Delaware MUTCD. All devices shall be crashworthy in accordance with the National Cooperative Highway Research Program (NCHRP) Report 350, the memorandum issued August 28, 1998 by The USDOT Federal Highway Administration, and/or in accordance with the latest edition of the Manual for Assessing Safety Hardware (MASH), published by the American Association of State Highway and Transportation Officials (AASHTO).

The Contractor shall submit certification for temporary traffic control devices or vendors used specifically on this project at or prior to the pre-construction meeting.

Certification of compliance with NCHRP report 350 and/or MASH is required for the following categories of temporary traffic control devices:

Category I

Contains small and lightweight channelizing and delineating control devices which includes cones, tubular markers, flexible delineator post and drums, all without any accessories or attachments.

Category II

Includes temporary traffic control devices that are not expected to produce significant vehicular velocity changes to impacting vehicles. These devices which shall weigh 45 kg or less, include Type I, II and III barricades, portable sign supports with signs, and intrusion alarms. Also included are drums, cones, and vertical panels with accessories or attachments.

Category III

Includes temporary traffic control devices that are expected to cause significant vehicular velocity changes to impacting vehicles. These devices which weigh more than 45 kg include temporary barrier, temporary impact attenuators, and truck-mounted attenuators.

Category IV

Includes portable or trailer-mounted devices such as arrow panels, variable message signs, temporary traffic signals and temporary area lighting.

For Category I devices, the manufacturer or Contractor may self-certify that the devices meet the NCHRP-350 and/or MASH criteria. The Contractor shall supply the Federal Highway Administration's NCHRP-350 and/or MASH acceptance letter for each type of device that falls under Category II and III devices.

Basis of Payment:

Payment will be made at the Lump Sum price for "Maintenance of Traffic", for which price and payment constitutes full compensation for all maintenance of traffic activities accepted by the Engineer, which shall include the cost of furnishing and relocating permanent and temporary traffic control signs, traffic cones or drums, submission of temporary traffic control plan(s), submission of existing pavement marking drawings, submission of all required certifications, labor, equipment and incidentals necessary to complete the item. Payment to furnish and maintain other temporary traffic control devices including but not limited to Portable P.C.C. Safety Barrier, Truck Mounted Attenuators, Portable Changeable Message Signs, Arrow Panels and Portable Light Assemblies will be made at the contract unit price for each item.

NOTE

If the Contractor does not complete the Contract work within the Contract completion time (including approved extension time), the Contractor shall be responsible for providing the necessary temporary traffic control devices that are required to complete any remaining work. The costs of such temporary traffic control shall be borne by the Contractor. No additional payment will be made to the Contractor to maintain traffic in accordance with the Delaware MUTCD, contract plans and specifications. Temporary traffic control items include, but not be limited to, warning lights, warning signs, barricades, plastic drums, P.C.C. safety barrier, flaggers, traffic officers, arrow panels, message boards, and portable impact attenuators.

A breakout sheet is attached to the Proposal that lists the locations for Maintenance of Traffic. The Contractor shall specify a cost for each location. The lump sum price for Item 763643 shall be the sum of the cost for all locations listed. The completed breakout sheet shall be attached to the Bid Proposal. Failure to submit the breakout sheet with the Bid Proposal will result in it being declared non responsive and rejected.

The Department reserves the right to delete from the Contract one or more of the locations listed and the lump sum price to be paid will be reduced in accordance with the Contractor's cost listed for that/those location(s). There will be no extra compensation to the Contractor if such deletion is made.

Title: LANDSCAPE BED MAINTENANCE, STATEWIDE, CALENDAR YEARS 2014-2016

IV. BID QUOTATION REPLY SECTION

Please fill out the attached forms fully and completely and return with your bid in a sealed envelope clearly displaying the contract number, by the date and time bids will be opened.

Bids shall be submitted to:



State of Delaware
DEPARTMENT OF TRANSPORTATION
Administration Building
Contract Administration
800 Bay Road, Dover, DE 19901



PUBLIC BID OPENINGS

The public bid opening insures the citizens of Delaware that contracts are being bid fairly on a competitive basis and comply with Delaware procurement laws. The agency conducting the opening is required by law to publicly open the bids at the time and place specified and the contract shall be awarded within thirty (30) days thereafter. The main purpose of the bid opening is to reveal the name(s) of the bidders(s), not to serve as a forum for determining the apparent low bidders. The disclosure of additional information, including prices, shall be at the discretion of the contracting agency until such time that the responsiveness of each bid has been determined.

After receipt of a fully executed contract(s), the Delaware public and all bidders are invited to make an appointment with the contracting officer in order to review pricing and other non-confidential information.

NOTE: ONLY THE BIDDER'S NAME MAY BE READ AT THE BID OPENING

STATE OF DELAWARE
Department of Transportation

Informational Document- Sample Report 1.

STATE OF DELAWARE
MONTHLY USAGE REPORT

FOR ILLUSTRATION PURPOSES ONLY

State of Delaware									
Monthly Usage Report									
Supplier Name:				Insert Contract No.	Report Start Date:				
Contact Name:					Report End Date:				
Contact Phone:					Today's Date:				
Agency Name or School District	Division or Name of School	Budget Code	UNSPSC	Item Description	Contract Item Number	Unit of Measure	Qty	Contract Proposal Price/Rate	Total Spend
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00

SAMPLE

Note: A copy of the Usage Report will be sent by electronic mail to the Awarded Vendor. The report shall be submitted electronically in **EXCEL** and sent as an attachment to vendusage@state.de.us. It shall contain the six-digit department and organization code for each agency and school district.

STATE OF DELAWARE
Department of Transportation

Informational Document- Sample Report 2.

FOR ILLUSTRATION PURPOSES ONLY

State of Delaware																		
Subcontracting (2nd tier) Quarterly Report																		
Prime Name:							Report Start Date:											
Contract Name/Number							Report End Date:											
Contact Name:							Today's Date:											
Contact Phone:							*Minimum Required			Requested detail								
Vendor Name*	Vendor TaxID*	Contract Name/Number*	Vendor Contact Name*	Vendor Contact Phone*	Report Start Date*	Report End Date*	Amount Paid to Subcontractor*	Work Performed by Subcontractor UNSPSC	M/WBE Certifying Agency	Veteran/Service Disabled Veteran Certifying Agency	2nd tier Supplier Name	2nd tier Supplier Address	2nd tier Supplier Phone Number	2nd tier Supplier email	Description of Work Performed	2nd tier Supplier Tax Id	Date Paid	

SAMPLE

Note: A copy of the Subcontracting Quarterly Report will be sent by electronic mail to the Awarded Vendor.

Completed reports shall be saved in an Excel format, and submitted to the following email address: vendorousage@state.de.us

Informational Document- 3.

State of Delaware

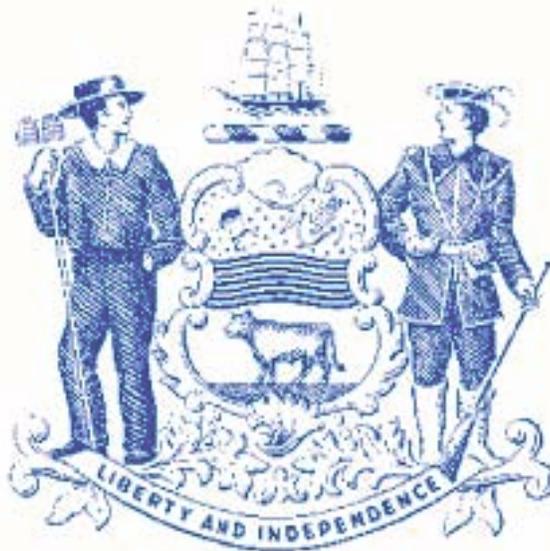
Office of Supplier Diversity Certification Application

The most recent application can be downloaded from the following site:

<http://gss.omb.delaware.gov/osd/certify.shtml>

Submission of a completed Office of Supplier Diversity (OSD) application is optional and does not influence the outcome of any award decision.

The minimum criteria for certification require the entity must be at least 51% owned and actively managed by a person or persons who are eligible: minorities, women, veterans, and/or service disabled veterans. Any one or all of these categories may apply to a 51% owner.



Complete application and mail, email or fax to:

Office of Supplier Diversity (OSD)
100 Enterprise Place, Suite 4
Dover, DE 19904-8202
Telephone: (302) 857-4554 Fax: (302) 677-7086
Email: osd@state.de.us
Web site: <http://gss.omb.delaware.gov/osd/index.shtml>

**THE OSD ADDRESS IS FOR OSD APPLICATIONS ONLY.
NO BID RESPONSE PACKAGES WILL BE ACCEPTED BY THE OSD.**

Informational Document- 4.

NO BID REPLY FORM

To assist us in obtaining good competition on our Request for Bids, we ask that each firm that has received an invitation, but does not wish to bid, state their reason(s) below and return in a clearly marked envelope displaying the contract number. This information will not preclude receipt of future invitations unless you request removal from the Bidder's List by so indicating below, or do not return this form or bona fide bid.

Unfortunately, we must offer a "No Bid" at this time because:

- _____ 1. We do not wish to participate in the bid process.
- _____ 2. We do not wish to bid under the terms and conditions of the Request for Bid document. Our objections are:

- _____ 3. We do not feel we can be competitive.
- _____ 4. We cannot submit a Bid because of the marketing or franchising policies of the manufacturing company.
- _____ 5. We do not wish to sell to the State. Our objections are: _____

- _____ 6. We do not sell the items/services on which Bids are requested.
- _____ 7. Other: _____

FIRM NAME

SIGNATURE

Informational Document- 5.

PROPOSAL REPLY REQUIREMENTS

The response should contain at a minimum the following information:

1. One (1) complete, signed and notarized copy of the non-collusion agreement (See Attachment A).
MUST HAVE ORIGINAL SIGNATURES AND NOTARY MARK
2. Bid Bond paperwork (See Attachment B) or certified check as required.
3. One (1) complete and signed copy of the Subcontractor Information Form (See Attachment C) for each subcontractor – only provide if applicable.
4. One (1) completed Business Reference form (See Attachment D) – please provide references other than State of Delaware contacts. Form must be included.
5. One (1) completed Confidential Information form (See Attachment E) – please check box if no information provided will be considered confidential or proprietary. Form must be included.
6. Two (2) paper copies of the properly completed **Bid Form** (See Attachment F).
7. Both Breakout Sheets **must** be filled out (See Pages 54 & 55).
8. **NUMBER OF COPIES WITH MAILING OF PROPOSAL:**

To be considered, all proposals must be submitted in writing and respond to the items outlined in this ITB. The State reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with the above required forms and submittals. Paper copies must contain original signatures.

The items listed above provide the basis for evaluating each vendor's proposal. **Failure to provide all appropriate information may deem the submitting vendor as "non-responsive" and exclude the vendor from further consideration.** If an item listed above is not applicable to your company or proposal, please make note in your submission package.

NON-COLLUSION STATEMENT

This is to certify that the undersigned bidder has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this bid submitted this date to the Department of Transportation.

It is agreed by the undersigned bidder that the signed delivery of this bid represents the bidder's acceptance of the terms and conditions of this solicitation including all specifications and special provisions.

NOTE: Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Department of Transportation.

	Corporation
	Partnership
	Individual

COMPANY NAME _____ (Check one)

NAME OF AUTHORIZED REPRESENTATIVE _____

SIGNATURE _____ **TITLE** _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

FEDERAL E.I. NUMBER _____ STATE OF DELAWARE LICENSE NUMBER _____

COMPANY CLASSIFICATIONS:	Certification type(s)	Circle all that apply
CERT. NO.: _____	Minority Business Enterprise (MBE)	Yes No
	Woman Business Enterprise (WBE)	Yes No
	Disadvantaged Business Enterprise (DBE)	Yes No
	Veteran Owned Business Enterprise (VOBE)	Yes No
	Service Disabled Veteran Owned Business Enterprise (SDVOBE)	Yes No

[The above table is for informational and statistical use only.]

PURCHASE ORDERS SHOULD BE SENT TO:
 (COMPANY NAME) _____

ADDRESS _____

CONTACT _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

AFFIRMATION: Within the past five years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?
 YES _____ NO _____ if yes, please explain _____

THIS PAGE SHALL BE SIGNED, NOTARIZED AND RETURNED FOR YOUR BID TO BE CONSIDERED

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____, 20 _____

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____

Attachment: B

10% BOND TO ACCOMPANY PROPOSAL
(NOT NECESSARY IF CERTIFIED CHECK IS USED) OR BOND IS WAIVED

KNOW ALL MEN BY THESE PRESENTS That _____ of _____ of the County of _____ and State of _____ principal, and _____ of _____ of the County of _____ and the State of _____ as surety, legally authorized to do business in the State of Delaware, are held and firmly bound unto the State of Delaware in the sum of _____ Dollars or _____ per cent (not to exceed _____ Dollars) of amount bid on Contract No. _____ to be paid to said State of Delaware for the use and benefit of the _____ of said State, for which payment well (hereinafter referred to as Agency) and truly to be made, we do bind ourselves, our and each of our heirs, executors, administrators, and successors, jointly and severally for and in the whole, firmly by these presents.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH That if the above bounden principal _____ who has submitted to said Agency of the State of Delaware, a certain proposal to enter into a certain contract to be known as Contract No. _____, for the furnishing of certain products and/or services within the said State of Delaware shall be awarded said Contract No. _____, and if said _____ shall well and truly enter into and execute said Contract No. _____ and furnish therewith such surety bond as may be required by the terms of said contract and approved by said Agency, said contract and said bond to be entered into within twenty days after the date of official notice of the award thereof in accordance with the terms of said proposal, then this obligation to be void or else to be and remain in full force and virtue.

Sealed with _____ seal and dated this _____ day of _____ in the year of our Lord two thousand and _____ (20____).

SEALED AND DELIVERED IN THE

Presence of _____

Name of Bidder (Principal) (Seal)

Witness

_____ BY

_____ (Seal)

Corporate
Seal

Title

_____ BY

_____ (Seal)
Name of Surety

_____ (Seal)

Title

SUBCONTRACTOR INFORMATION FORM

PART I – STATEMENT BY PROPOSING VENDOR		
1. CONTRACT NO.	2. Proposing Vendor Name:	3. Mailing Address
4. SUBCONTRACTOR		
a. NAME	4c. Company OSD Classification: Certification Number: _____	
b. Mailing Address:	4d. Women Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4e. Minority Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4f. Disadvantaged Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4g. Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4h. Service Disabled Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No	
5. DESCRIPTION OF WORK BY SUBCONTRACTOR		
6a. NAME OF PERSON SIGNING	7. BY (<i>Signature</i>)	8. DATE SIGNED
6b. TITLE OF PERSON SIGNING		
PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR		
9a. NAME OF PERSON SIGNING	10. BY (<i>Signature</i>)	11. DATE SIGNED
9b. TITLE OF PERSON SIGNING		

BUSINESS REFERENCES

List a minimum of three business references, including the following information:

- Business Name and Mailing address
- Contact Name and phone number
- Number of years doing business with
- Type of work performed

Please do not list any State Employee as a business reference. If you have held a State contract within the last 5 years, please list the contract.

1.	Contact Name & Title:	
	Business Name:	
	Address:	
	Email:	
	Phone # / Fax #:	
	Current Vendor (YES or NO):	
	Years Associated & Type of Work Performed:	

2.	Contact Name & Title:	
	Business Name:	
	Address:	
	Email:	
	Phone # / Fax #:	
	Current Vendor (YES or NO):	
	Years Associated & Type of Work Performed:	

3.	Contact Name & Title:	
	Business Name:	
	Address:	
	Email:	
	Phone # / Fax #:	
	Current Vendor (YES or NO):	
	Years Associated & Type of Work Performed:	

STATE OF DELAWARE PERSONNEL MAY NOT BE USED AS REFERENCES.

BIDDER: _____

BID FORM

** ALL COLUMNS MUST BE COMPLETED AS INDICATED **
ALL FIGURES MUST BE TYPEWRITTEN OR HANDWRITTEN IN INK
NOTE: BIDDERS MUST BID ALL THREE CALENDAR YEARS

PAGE: 1

SCHEDULE OF ITEMS

CONTRACT ID: DOT1419-LAND_BED

SECTION 0001 CALENDAR YEAR 1

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0010	732004 TOPSOIL (TON)	65.000 TON				
0020	737520 LANDSCAPE MAINTENANCE	750.000 HOUR				
0030	737523 PLANTINGS	LUMP	LUMP SUM FROM BREAKOUT SHEET			
0040	763000 INITIAL EXPENSE	LUMP	LUMP			
0050	763643 MAINTENANCE OF TRAFFIC, ALL INCLUSIVE	LUMP	LUMP SUM FROM BREAKOUT SHEET			
	SECTION 0001 TOTAL					

BIDDER: _____

BID FORM

** ALL COLUMNS MUST BE COMPLETED AS INDICATED **
ALL FIGURES MUST BE TYPEWRITTEN OR HANDWRITTEN IN INK
NOTE: BIDDERS MUST BID ALL THREE CALENDAR YEARS

PAGE: 2

SCHEDULE OF ITEMS

CONTRACT ID: DOT1419-LAND_BED

SECTION 0002 CALENDAR YEAR 2

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0060	732004 TOPSOIL (TON)	65.000 TON				
0070	737520 LANDSCAPE MAINTENANCE	750.000 HOUR				
0080	737523 PLANTINGS	LUMP	LUMP SUM FROM BREAKOUT SHEET			
0090	763000 INITIAL EXPENSE	LUMP	LUMP			
0100	763643 MAINTENANCE OF TRAFFIC, ALL INCLUSIVE	LUMP	LUMP SUM FROM BREAKOUT SHEET			
	SECTION 0002 TOTAL					

BIDDER: _____

BID FORM

** ALL COLUMNS MUST BE COMPLETED AS INDICATED **
ALL FIGURES MUST BE TYPEWRITTEN OR HANDWRITTEN IN INK
NOTE: BIDDERS MUST BID ALL THREE CALENDAR YEARS

PAGE: 3

SCHEDULE OF ITEMS

CONTRACT ID: DOT1419-LAND_BED

SECTION 0003 CALENDAR YEAR 3

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0110	732004 TOPSOIL (TON)	65.000 TON				
0120	737520 LANDSCAPE MAINTENANCE	750.000 HOUR				
0130	737523 PLANTINGS	LUMP	LUMP SUM FROM BREAKOUT SHEET			
0140	763000 INITIAL EXPENSE	LUMP	LUMP			
0150	763643 MAINTENANCE OF TRAFFIC, ALL INCLUSIVE	LUMP	LUMP SUM FROM BREAKOUT SHEET			
	SECTION 0003 TOTAL					
	TOTAL BID - ALL 3 SECTIONS			\$		

BREAKOUT SHEETS

THE FOLLOWING SHEETS MUST BE COMPLETED AND RETURNED WITH THE PROPOSAL AT THE TIME OF BID. FAILURE TO COMPLETE THE BREAKOUT SHEETS AS REQUIRED WILL RESULT IN THE BID BEING DECLARED NON-RESPONSIVE AND WILL NOT BE CONSIDERED. BREAKOUT SHEETS MUST BE COMPLETED REGARDLESS OF WHETHER BIDDING BY ELECTRONIC MEANS OR TYPEWRITTEN HARDCOPY.

STATE OF DELAWARE
 Department of Transportation
 Contract No. DOT1419-LAND_BED
 Contract Title: LANDSCAPE BED MAINTENANCE, STATEWIDE, CALENDAR YEARS 2014-2016

BREAKOUT SHEET - 1 **CONTRACT NO: DOT1419-LAND_BED**
ITEM 737523 - PLANTING

ITEM NO.	APPR OX. QTY.	DESCRIPTION	UOM	UNIT PRICE	AMOUNT
1	30	Deciduous Shrubs, 15-18", 3 Gal Cont.	EA	\$	\$
2	50	Evergreen Shrub, 15-18", 3 Gal Cont.	EA	\$	\$
3	30	Deciduous Tree, 1" cal., BB or Cont.	EA	\$	\$
4	30	Evergreen Tree, 3-4', BB or Cont.	EA	\$	\$
5	500	Herbaceous Plug, size 2.25 x 5.00 in., Volume: 11.30 cu. in.	EA	\$	\$
6	1000	Mulch, Hardwood Bark, Shredded	CY	\$	\$
7	100	Watering	M/Gal	\$	\$

Item No. 737523 – Planting Total \$ _____

(LUMP SUM BID PRICE FOR ITEM 737523)

BREAKOUT SHEET - 2 **CONTRACT NO: DOT1419-LAND_BED**
ITEM 763643 - Maintenance of Traffic, All Inclusive

ITEM NO.	APPR OX. QTY.	MOT TYPICAL APPLICATION	UOM	UNIT PRICE	AMOUNT
1	30	TA-1	LS	\$	\$
2	50	TA-3	LS	\$	\$
3	30	TA-3A	LS	\$	\$
4	30	TA-5	LS	\$	\$
5	30	TA-33	LS	\$	\$

Item No. 763643 - Maintenance of Traffic, All Inclusive Total \$ _____

(LUMP SUM BID PRICE FOR ITEM 763643)

“ATTENTION” TO BIDDERS

This Bid Proposal includes Breakout sheets. The breakout sheets **MUST ACCOMPANY** The bid proposal at the time of bid.