



DELAWARE DEPARTMENT OF TRANSPORTATION

State of Delaware

Invitation to Bid

Title: **MOWING SOUTH AREA 1-5, CY18-20**

Contract ID: **DOT1713-MOWING_SAREA 1-5**

- *Deadline to Respond* -

Tuesday, February 27, 2018

Prior to 2:00 P.M. Local Time

Note: *The Department reserves the right to award this contract to multiple vendors.*

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>.

STATE OF DELAWARE
Department of Transportation
Contract No. DOT1713-MOWING_SAREA 1-5

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 FORMS (F1 through F5) FOR EACH MOWING AREA

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.



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

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. Any suspension or debarment of the parent company, subsidiary or individual involved with the vendor by federal, any state or any local governments within the last five (5) years.
- e. If the unit prices are obviously unbalanced either in excess or below reasonable cost analysis values.
- f. 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.
- g. 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

The State reserves the right to extend this contract on a month-to-month basis for a period of up to three months.

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

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(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

Each vendor's contract shall be valid for three (3) calendar years from contract execution. The contract may be extended for two (2) additional, one-year term(s) through negotiation between the contractor and the Department of Transportation. Negotiation should be initiated no later than ninety (90) days prior to the termination of the current agreement.

4. PRICES

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

5. PRICE ADJUSTMENT

Upon expiration of the initial Contract term, each one-year Contract extension may adjust pricing by mutual written agreement. The pricing must cover the full term of the Contract extension period. If the price difference for any extension period exceeds the previous one year period, approval of the price adjustment shall be at the discretion of the Department. The Department retains the right to reject a request for future year extensions at any time.

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 for **calendar year 2018 ONLY**. 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 this contract are required to furnish a \$100,000.00 Performance Bond for each calendar year (2018-2020) of this contract, prior to the start of any mowing. 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.
and
- c. 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
- d. 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.
- e. 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:

STATE OF DELAWARE
Department of Transportation
Contract No. DOT1713-MOWING_SAREA 1-5

Delaware Department of Transportation
Contract No. DOT1713-MOWING_SAREA 1-5
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 Order 44, 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.

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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

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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. VENDOR RESPONSIBILITY

The State will enter into a contract with the successful Vendor(s). The successful Vendor(s) shall be responsible for all products and services as required by this ITB whether or not the Vendor or its subcontractor provided final fulfillment of the order. Subcontractors, if any, shall be clearly identified in the Vendor's proposal by completing Attachment C, and are subject to State approval and acceptance.

27. PERSONNEL, EQUIPMENT AND SERVICES

- a. The Vendor represents that it has, or will secure at its own expense, all personnel required to perform the services required under this contract.
- b. All of the equipment and services required hereunder shall be provided by or performed by the Vendor 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 equipment and/or services covered by this contract shall be subcontracted without the prior written approval of the State. Only those subcontractors identified in Attachment C are considered approved upon award. Changes to those subcontractor(s) listed in Attachment C must be approved in writing by the State.

28. FAIR BACKGROUND CHECK PRACTICES

Pursuant to 29 Del. C. [§6909B](#) and effective November 4, 2014 the State does not consider the criminal record, criminal history, credit history or credit score of an applicant for state employment during the initial application process unless otherwise required by state and/or federal law. Vendors doing business with the State are encouraged to adopt fair background check practices. Vendors can refer to 19 Del. C. [§711\(g\)](#) for applicable established provisions.

29. 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

30. 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>.

31. TERMINATION OF INDIVIDUAL ORDERS OR PURCHASE ORDERS

The individual orders may be terminated as follows:

- a. **Termination for Cause:** If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner his obligations, or if the Vendor violates any of the covenants, agreements, or stipulations of this contract, the Agency shall have the right to terminate the P.O. by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least five (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 Vendor in the performance of the P.O. shall, at the option of the Agency, become its property, and the Vendor 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 Agency.
- b. **Termination for Convenience:** The Agency may terminate the P.O. 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 such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the department, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials which are usable to the Agency.
- c. **Termination for Non-Appropriations:** In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

32. TERMINATION OF CONTRACT

The contract resulting from this ITB may be terminated as follows by the Agency:

- a. **Termination for Cause:** If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Vendor 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 Vendor of such termination and specifying the effective date thereof, at least thirty (30) 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 Vendor under this Contract shall, at the option of the State, become its property, and the Vendor 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.

On receipt of the contract cancellation notice from the State, the Vendor shall have not less than five (5) days to provide a written response and may identify a method(s) to resolve the violation(s). A vendor response shall not effect or prevent the contract cancellation unless the State provides a written acceptance of the Vendor response. If the State does accept the Vendor's method and/or action plan to correct the identified deficiencies, the State will define the time by which the Vendor must fulfill its corrective obligations. Final retraction of the State's termination for cause will only occur after the Vendor successfully rectifies the original violation(s). At its discretion the State may reject in writing the Vendor's proposed action plan and proceed with the original contract cancellation timeline.

b. Termination for Convenience: The State may terminate this 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 such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the State, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the State.

c. Termination for Non-Appropriations: In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

33. CHANGES

Both parties may, from time to time, require changes in the services to be provided by the Vendor under the Scope of Work. Such changes, including any increase or decrease in the amount of the Vendor's compensation, which are mutually agreed upon by and between the Agency and the Vendor shall be incorporated in written amendments to the Purchase Order or contract.

34. 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.

35. 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.

36. SUBCONTRACTS

Subcontracting is permitted under this ITB and contract. However, every subcontractor shall be identified in the Proposal (Attachment C) 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.

37. 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>.

38. 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.

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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 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.

39. 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 one (1) paper copy of the Bid Form. Paper copies must contain original signatures in all locations requiring signatures.

40. NO PRESS RELEASES OR PUBLIC DISCLOSURE

The State of Delaware reserves the right to pre-approve any news or broadcast advertising releases concerning this solicitation, the resulting contract, the work performed, or any reference to the State of Delaware with regard to any project or contract performance. Any such news or advertising releases pertaining to this solicitation or resulting contract shall require the prior express written permission of the State of Delaware.

The State will not prohibit or otherwise prevent the awarded vendor(s) from direct marketing to the State of Delaware agencies, departments, municipalities, and/or any other political subdivisions, however, the Vendor shall not use the State's seal or imply preference for the solution or goods provided.

763510 - PERFORMANCE AND PAYMENT BOND

Description:

For this contract delete the first sentence of Standard Specification Section 103.05 and replace with the following:

"Simultaneous with the execution of the Contract, the successful bidder shall furnish a surety bond or bonds in a sum equal to \$100,000.00. All other portions of Standard Specification 103.05 remain in effect.

This \$100,000.00 Performance Bond is due each calendar year (2018-2020) prior to the start of any mowing.

Measurement and Payment:

The bid price shall be based on bonding \$100,000.00 of work. Bonding for this amount is considered sufficient to cover the amount of work locations underway at any one time. Payment of the total Lump Sum Bid price will be made on the initial contract estimate.

For bidding purposes, the Performance Bond is fixed at \$100,000.00 for each calendar year (2018-2020). Actual payment is based on the submitted invoice from the contractor's bonding agent.

5/8/17

908510 - MOWING
908511 - MOWING MEDIAN
908512 - MOWING ROADSIDE

Description:

This work consists of mowing roadside, median, and/or any designated areas to a height between approximately 4" and 6", unless otherwise indicated on the Plans, and in accordance with the locations, notes on the Plans and/or as directed by the Engineer.

Equipment:

Equipment used for mowing operations shall be mechanical, and shall be sufficiently equipped with safety devices to protect the operator, motorists, and pedestrians from moving hazards, and shall have prior approval of the Engineer. Hand mowing shall be performed on inaccessible areas at the direction of the Engineer.

Method of Measurement:

The quantity of mowing will be measured in linear feet of Mowing Roadside and/or Mowing Median, and in acres for other designated areas.

Measurement for Mowing Roadside, shall be made along the approximate center line of the adjacent pavement for mowing areas between the right of way and pavement.

Measurement for Mowing Median shall be made along the approximate center line of the median area to be mowed.

No measurements shall be made for mowing traffic separation islands in intersections.

Basis of Payment:

The quantity of Mowing Roadside and/or Mowing Median, will be paid for at the Contract unit price per linear foot bid "Mowing Roadside" and/or "Mowing Median", and Contract unit price per acre for "Mowing", as specifically applicable to this Contract. Price and payment shall constitute full compensation for all labor, tools, equipment, fuels, lubricants, safety devices, necessary traffic controls, location moves, and incidentals necessary for the performance of the work.

Mowing of traffic separation islands in intersections shall not be paid for separately, but are considered incidental to Mowing Roadside or Mowing Median.

There shall be no payment for the final clean up mowing as required in Subsection 104.14 of the Standard Specifications.

9/19/17

AUGUST 2016 STANDARD SPECIFICATIONS

**EFFECTIVE AS OF THE
ADVERTISEMENT
DATE OF THIS PROPOSAL
AND INCLUDED BY REFERENCE**

The full Website Link is;

http://www.deldot.gov/Publications/manuals/standard_specifications/index.shtml

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

III. TECHNICAL SPECIFICATIONS

FOR

MOWING SOUTH - AREA 1

STATE OF DELAWARE



DEPARTMENT OF TRANSPORTATION
SOUTH DISTRICT – MAINTENANCE SUPPORT

Plans & Specifications for:

CONTRACT NO: DOT1713-MOWING_SAREA1

CONTRACT TITLE: ROADSIDE MOWING, AREA 1, SOUTH DISTRICT,
2018-2020

PLANS PREPARED BY: Mark Hylbert (Design Technician)

PLANS REVIEWED BY: P. Evans Kallas DATE: 10/31/17
Maintenance Support Supervisor

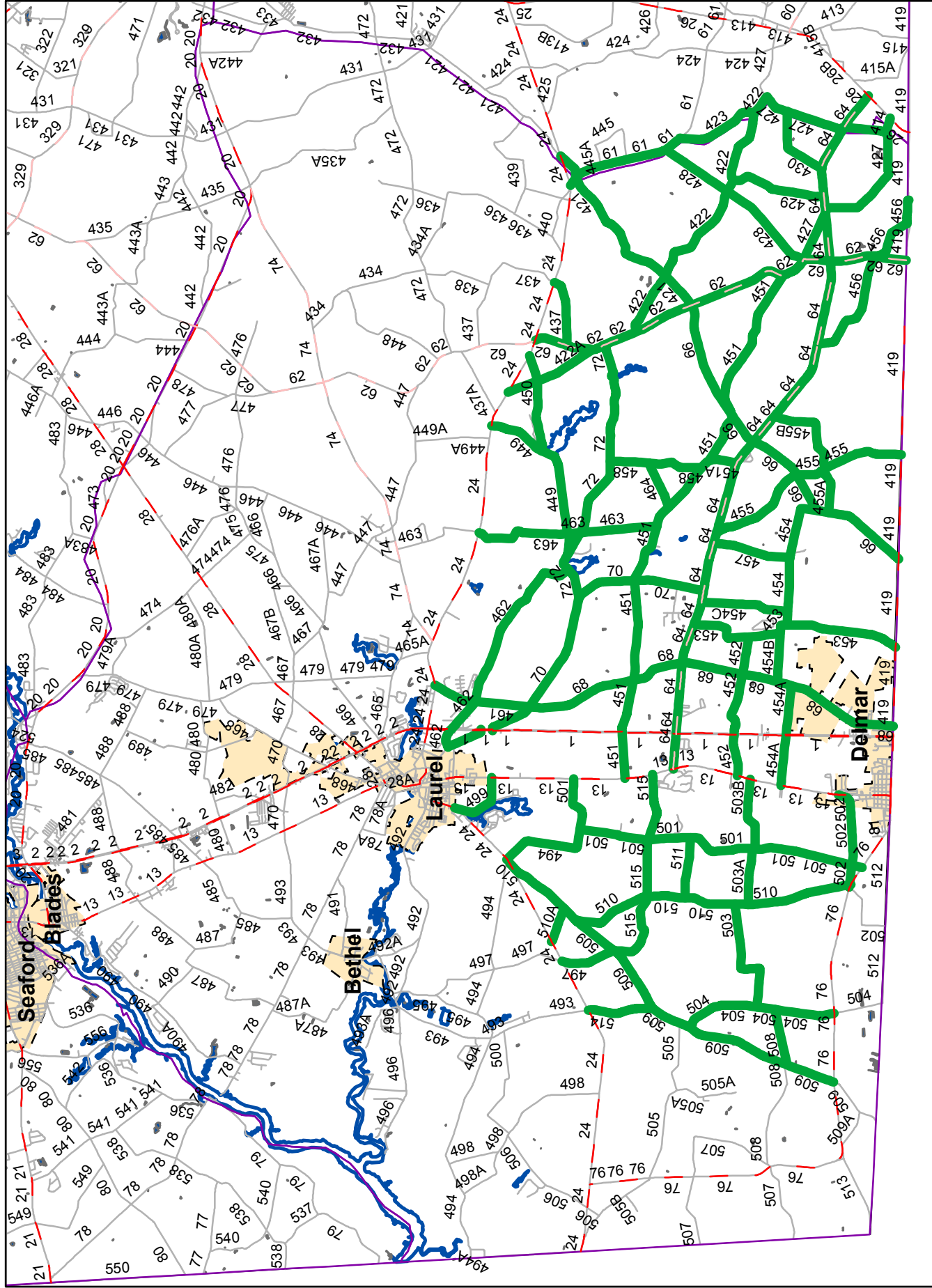
<p>Date Recommended: <u>10/31/17</u></p> <p>Assistant Maint. Engineer: <u>Matthew J. Schlitter</u></p>	
<p>Date Recommended: <u>10/31/17</u></p> <p>Maintenance Engineer: <u>Jason K. McCluskey</u></p>	
<p>Date Recommended: <u>10/31/17</u></p> <p>South District Engineer: <u>[Signature]</u></p>	

Legend

Area 1 Contractor Mowing



Area 1 Mowing



Road Number	Begin	Begin MP	End	End MP	Center Line Miles	Right of Way Width (Feet)	Total Road Width (Feet)	Total Cut Width (Feet)	Mowing Acreage
3-00061	423	2.4	24	4.21	1.81	50	20	30	6.58
3-00062	419	0	24	5.9	5.90	60	20	40	28.61
3-00064	13A	0	26	10.73	10.73	60	22	38	49.42
3-00066	419	0	62	5.14	5.14	60	20	40	24.92
3-00068	419	0	70	5.75	5.75	50	19	31	21.61
3-00070	64	0	462	4.98	4.98	60	23	37	22.33
3-00072	70	0	62	4.08	4.08	50	18	32	15.83
3-00414	427	0	26	0.21	0.21	50	22	28	0.71
3-00421	62	0	61	3.06	3.06	50	20	30	11.13
3-00422	427	0	62	4.22	4.22	50	18	32	16.37
3-00422A	24	0	62	1.4	1.40	30	20	10	1.70
3-00423	422	0	61	1.22	1.22	50	18	32	4.73
3-00427	428	0	422	4.5	4.50	30	19	11	6.00
3-00428	62	0	61	2.66	2.66	50	18	32	10.32
3-00429	64	0	422	1.42	1.42	50	18	32	5.51
3-00430	427	0	64	1.12	1.12	50	18	32	4.34
3-00437	62	0	24	1	1.00	50	19	31	3.76
3-00449	72	0	24	2.54	2.54	30	20	10	3.08
3-00450	449	0	24	1.46	1.46	30	19	11	1.95
3-00451	13A	0	62	8.23	8.23	50	19	31	30.92
3-00451A	64	0	451	0.41	0.41	50	17	33	1.64
3-00452	13A	0	453	2.13	2.13	50	18	32	8.26
3-00453	419	0	64	3.29	3.29	50	19	31	12.36
3-00454	453	0	66	2.01	2.01	50	18	32	7.80
3-00454A	13A	0	68	1.48	1.48	50	20	30	5.38
3-00454B	68	0	453	0.71	0.71	30	19	11	0.95
3-00454C	454	0	64	1.29	1.29	50	19	31	4.85
3-00455	419	0	64	3.14	3.14	40	19	21	7.99
3-00455A	66	0	455	0.66	0.66	30	18	12	0.96
3-00455B	455	0	64	1.33	1.33	50	19	31	5.00
3-00456	419	0	64	2.8	2.80	50	19	31	10.52

MOWING SOUTH FOR: AREA 1
SOUTH DISTRICT - SUSSEX COUNTY
2018-2020

TECHNICAL SPECIFICATIONS

INTENT:

It is the intent of this contract to provide for the mowing of vegetation of roadway shoulders on various roads over three (3), twelve-month periods.

DESCRIPTION:

Supply all materials, equipment and labor to mow vegetation on roadsides on various roads in Area 1, South District, Sussex County. Total area to be mowed shall be based on a total of 1,792.49 acres per year, assuming 4 cuts per year, for the three year contract.

GENERAL:

The following clauses relate to roadside mowing in the South District.

Whenever the word "Contractor" is used, it shall refer to the person or persons, company or corporation furnishing the services required.

In case of failure on the part of the Contractor to comply with the terms of the contract, Maintenance and Operations may proceed to take appropriate action in accordance with the provisions of the Contract Agreement contained herein.

Questions related to actual locations in the field should be directed to the South District Maintenance Engineer (Phone: 302-853-1305) after final contract execution.

The Department also reserves the right to add or remove mowing cycles, at the discretion of the Engineer. Such additional mowing cycles shall be paid for at the per acre price bid for the then-current calendar year of the contract. Similarly, removal of mowing cycles shall not be cause for any adjustments in unit pricing.

CANCELLATION:

Failure to complete the 1st, 3rd, or 4th mowing cycle within ten days after the respective completion date may result in termination of the contract by the Department. Failure to complete the 2nd mowing cycle by June 27th may result in termination of the contract by the Department. Termination of the contract shall be at the sole discretion of the District Maintenance Engineer. In the event of such cancellation, the Department's sole responsibility for payment shall be for that work which is satisfactorily completed on the termination date.

Liquidated damages shall accrue for that period between the end of the mowing cycle, and the date that the contract is terminated by the Department, in accordance with the section entitled Liquidated Damages of these Special Provisions.

MAINTENANCE OF TRAFFIC (MOT):

Traffic shall be maintained along the route of the project. The contractor shall provide and maintain ingress and egress for properties adjoining the work area. Activities that may temporarily interfere with property access shall be coordinated in advance with the property owner. Work shall be performed in a manner that will ensure the least practical obstruction to traffic, consistent with safety standards and shall comply with the latest edition of the manual entitled "Delaware Manual of Uniform Traffic Control Devices (MUTCD)", including revisions in effect at the time of advertisements for bids, here after referred to as the Traffic Control Manual.

All Traffic Control Devices shall be in new or refurbished condition; shall be in compliance with the Traffic Control Manual and with the NCHRP Report 350 / MASH as defined in section 'A' of the Traffic Control Manual and shall be approved by the engineer before installation. Traffic control devices shall be maintained in good condition for the duration of use. No equipment, gas or fuel can be stored within 30 feet of the roadway.

SIGNS:

All MOT devices shall comply with the Traffic Control Manual, and shall be installed in accordance with Case TA-1A of the Traffic Control Manual. The contractor shall utilize "MOWING AHEAD" and "END MOWING" signs to alert motorists of the mowing activity.

Payment for signs, standards and appropriate installation of such required equipment shall be incidental to the item "MOWING" of these Special Provisions.

EQUIPMENT:

Medium-duty tractor (2 or 4-wheel drive) with 3-point hitch or other suitable mower mount, as determined by the Engineer, with a minimum net engine horsepower of 50 and registered and licensed with the Division of Motor Vehicles, as required by law. Mower(s) shall be capable of mowing any slope within the limits of the right of way.

Tractor Mower: The tractor shall be equipped with the following safety devices:

- One set of turn signals with an auxiliary switch that will enable all four signals to be operated simultaneously.
- One set of headlights and tail lights.
- One set of stoplights.
- Slow Moving Vehicle symbol, clearly visible.
- One or more amber revolving or flashing (strobe) light(s), visible front and rear for a distance of 500 feet, as determined by the Engineer.

Install headlights, taillights, stop lights and turn signals to meet State Motor Vehicle Code Requirements for Light Trucks. Mower or mowers shall be designed to mow a minimum 5-foot swath and be of a flail, disc or rotary design with P.T.O. pump or direct-driven blade assembly.

MOWING, GENERAL NOTES:

All roadside vegetation shall require mowing to a maximum height of 6 inches. The Contractor shall mow continuously once mowing on a specified cycle starts in order to complete the cycle by the specified completion date.

The contractor shall be required to trim around telephone poles, electric poles, signposts, guardrail posts, delineator posts and standards as an incidental part of this item. Grass around these obstacles shall not exceed six inches (6") in height. At the contractor's discretion, trimming may be accomplished by mechanical means or through the use of herbicide(s).

If the contractor opts to utilize herbicides to control grass around such obstacles, he shall submit current label(s) and Safety Data Sheets representing the herbicide(s) he intends to use, along with his intended rate(s) of application. The Contractor must abide by any and all federal, state and local guidelines regarding application of herbicides.

Herbicides shall be applied around signposts so as to create a treated area with a radius of one foot (1') around the obstacle. For multiple post signs and guardrail posts, the application shall be continuous between the posts, extending one foot (1') to either side of the signboard and one foot (1') beyond the outside posts.

MOWING CYCLES:

The Department reserves the right to require the contractor to mow more than once any locations during any one mowing cycle as directed by the Engineer. The price per additional acre mowed shall remain the same as that bid for the current year. The contractor shall not be compensated if the additional mowing was the result of corrective action for an initially unacceptable mowing location. The contractor shall contact the South District Maintenance Engineer prior to starting work on each mowing cycle for authorization to begin work on that cycle.

Each Mowing Cycle shall commence upon approval from the South District Maintenance Engineer and shall be completed prior to the dates specified below of each year the contract is in effect. A minimum of 28 calendar days will be provided for the completion of each mowing cycle. All mowing cycles shall require that the contractor mow from the edge of the roadway or outside edge of the shoulder to the limits of the right of way.

The Department also reserves the right to add or remove mowing cycles, at the discretion of the Engineer. Such additional mowing cycles shall be paid for at the per acre price bid for the then-current calendar year of the contract. Similarly, removal of mowing cycles shall not be cause for any adjustments in unit pricing.

1st Mowing Cycle	May 21
2nd Mowing Cycle	June 25
3rd Mowing Cycle	August 20
4th Mowing Cycle	October 29

LOCATION OF WORK:

All mowing shall be conducted on rural 2-lane roads, as listed under "LOCATIONS."

WORKING DAYS:

The contractor shall not conduct mowing operations on Sundays or official Holidays unless approved in writing by the District Engineer. No mowing will be conducted after sunset or before sunrise, without the express and written permission of the District Engineer or his designee.

CONTRACTOR'S RESPONSIBILITY:

The contractor shall be responsible to remove litter and debris from the mowing area that would impede the actual movement or operations of mowing equipment or which creates a hazard to the motoring public or adjacent properties. The Contractor shall be responsible for disposal of any litter or debris removed. Payment for removal and disposal of litter and debris is incidental to "Mowing" item.

The contractor shall be responsible for all damages to private or public property incurred as a result of mowing operations. No claims are to be made by the contractor against the Department for any damages to his equipment.

The contractor shall be responsible to repair damaged turf areas caused by his mowing operations. Ruts, tire tracks and other disturbed areas shall be filled with approved topsoil and reseeded in accordance with the Standard Specifications. Scalped areas shall be reseeded in accordance with the Standard Specifications. The contractor shall mow on the right side of the roadway in each direction with the flow of traffic, as much as practicable.

Grading of roads or road/shoulder repair activity which impedes or prevents mowing or which could result in damage to mowing equipment shall be brought to the attention of the South District Engineer for remedial action.

The contractor is responsible to submit a tentative work schedule at the beginning of each work day to all Area Supervisors in each Area where mowing will take place that day. The schedule shall list the roads planned to be mowed that day, and can be submitted via fax or email to that appropriate Area Supervisor.

The contractor is responsible to supply a list of roadways completed to the appropriate Area Supervisor, to initiate the DelDOT inspection. This list should be provided as soon after mowing as practical in order to ensure proper inspection. No payment will be made for mowing without a list of all roadways completed being submitted, and the DelDOT inspection being completed.

"OZONE ACTION DAY" NOTIFICATION AND PROCEDURE

When notified by the Department that the following day has been designated as an "Ozone Action Day", mowing or related work utilizing fossil fuel powered engines may be eliminated or restricted at the direction of the Department. The Contractor shall be notified by the district Engineer via telephone, email, and/or facsimile transmission (FAX) prior to 4:30 PM of the day prior to the designated "Ozone Action Day". Mowing cycle completion dates shall be adjusted by an equal number of days, or portion per day, per mowing cycle affected, in numbers equal to the number of days for which mowing is not permitted or is restricted due to "Ozone Action Day" restrictions.

LIMITS OF RIGHT OF WAY:

Any questions regarding the limits of the right of way shall be referred to the District Maintenance Engineer or his designee.

INSURANCE:

The Contractor shall furnish proof of insurance coverage, as stated on page 14 of this ITB, to the Department and the Contractor shall save harmless the State of Delaware, the Department, its employees and/or agents as a result of operations performed under this agreement. The Contractor shall furnish proof of insurance with the execution of this contract. Proof of insurance for the final two years of this contract should be sent to the following address:

Department of Transportation
Division of Highways
P.O. Box 778
Dover, Delaware 19903

LIQUIDATED DAMAGES:

Failure to complete each mowing cycle in a satisfactory manner prior to the completion dates as stipulated under "MOWING CYCLE" shall be cause for assessment of liquidated damages in accordance with Section 108.09 of the Standard Specifications. Failure to complete a mowing cycle in a timely manner shall in no way alleviate the contractor from his responsibility to complete subsequent scheduled mowing cycles as stipulated.

These liquidated damages shall be deducted from any payment due the contractor.

METHOD OF MEASUREMENT:

Method of measurement shall be based on the actual number of acres of mowing as contained in these Special Provisions and as described under "Mowing Cycle", which shall be binding. There shall be no modifications to the quantities listed in the Proposal. It shall be the bidder's responsibility to reflect this condition in the bid as submitted.

BASIS OF PAYMENT:

Measured as provided herein, the acres of mowing will be paid for at the contract unit price bid per acre for mowing, which price and payment shall be full compensation for mowing, mobilization, maintenance of traffic, signs, all labor, equipment and incidentals necessary to complete the work. **Payment for performance and payment bond shall be apportioned equally over the entire period of the contract.** Payment will be made in conjunction with the payment for the Spring Mowing Cycle as detailed in these provisions. If the Department elects to extend the contract, the performance and payment bond shall not be paid again. The department reserves the right to increase or decrease the acreage listed in this contract.

PREAWARD EQUIPMENT/PERSONNEL DEMONSTRATION:

Prior to award of the contract, the contractor may be required, at the discretion of the Department and at his expense, to assemble his proposed equipment and personnel and demonstrate to the satisfaction of the Maintenance Engineer, the Maintenance Superintendent, or District personnel that his equipment and personnel meet the contract specifications.

FUNDING:

Work included in this proposal for years 2 and 3 is dependent on the passage of legislation for the upcoming Fiscal Year(s). It is the intent of the Department to award this Contract prior to the passage of the legislation with funding for years 2 and 3.

"Notice to Proceed" for the Contract will be issued at such time as the Legislature approves funding for years 2 and 3. No work shall be started prior to receipt of "Notice to Proceed". It is to be understood that the contract may be terminated prior to issuance of the "Notice to Proceed". If the Contract is so terminated, all costs incurred by the contractor shall be borne by the contractor. If the Contract is terminated for reasons beyond the intent of this note, the provisions of Section 108.11 of the Standard Specifications will apply.

CONSTRUCTION AREAS

Areas which come under construction during the life of this contract shall be removed from the contract and payment reduced by the contract bid price per acre for the duration of the construction. Areas to be removed shall be as determined by the Engineer or his designee.

TECHNICAL SPECIFICATIONS

FOR

MOWING SOUTH - AREA 2

STATE OF DELAWARE



DEPARTMENT OF TRANSPORTATION
SOUTH DISTRICT – MAINTENANCE SUPPORT

Plans & Specifications for:

CONTRACT NO: DOT1713-MOWING_SAREA2

CONTRACT TITLE: ROADSIDE MOWING, AREA 2, SOUTH DISTRICT,
2018-2020

PLANS PREPARED BY: Mark Hylbert (Design Technician)

PLANS REVIEWED BY: P. Evan J. [Signature] DATE: 10/31/17
Maintenance Support Supervisor

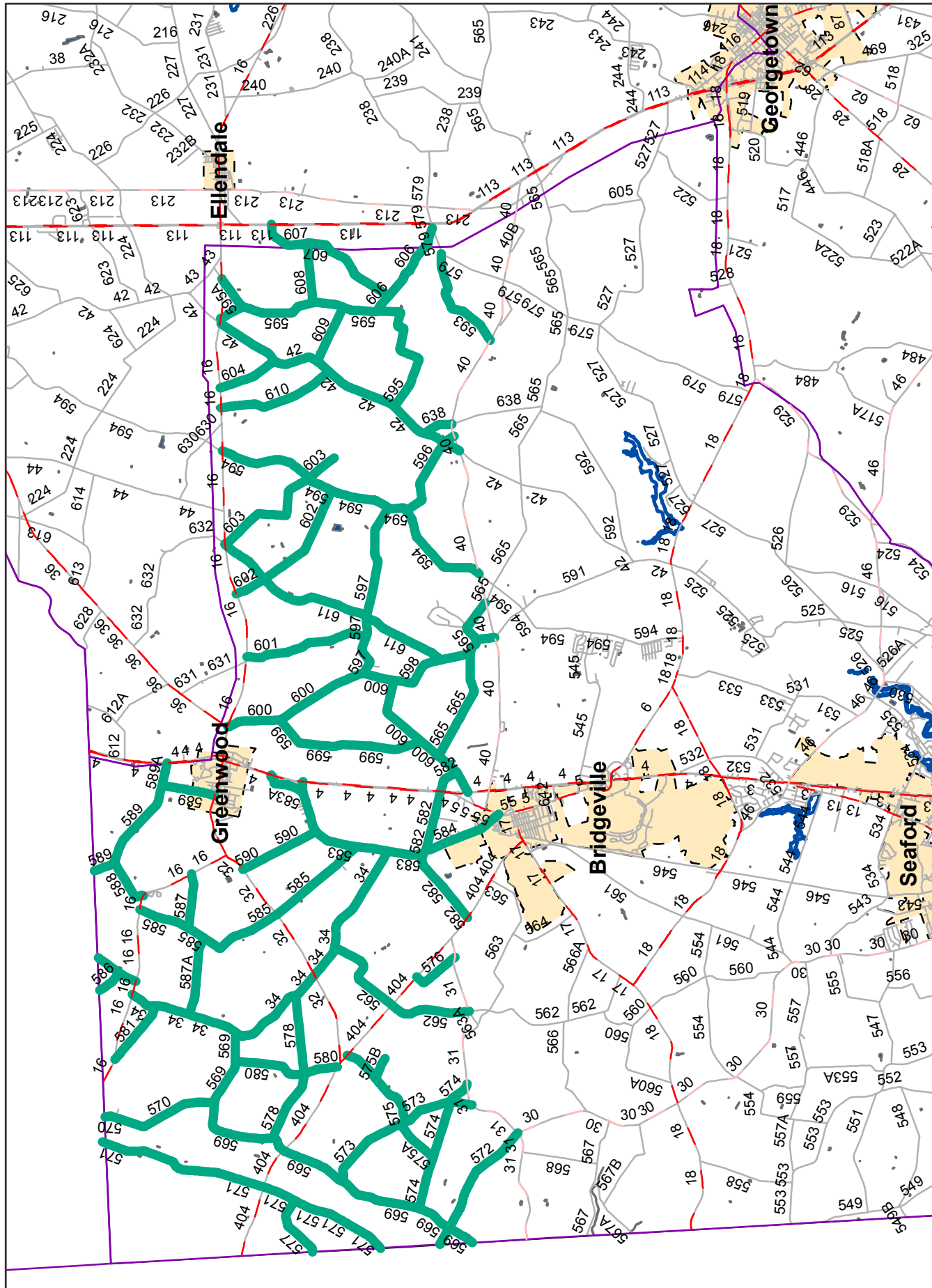
Date Recommended: <u>10/31/17</u>	
Assistant Maint. Engineer: <u>Matthew J. [Signature]</u>	
Date Recommended: <u>10/31/17</u>	
Maintenance Engineer: <u>[Signature]</u>	
Date Recommended: <u>10/31/17</u>	
South District Engineer: <u>[Signature]</u>	

Legend

Area 2 Contractor Mowing



Area 2 Mowing



Road Number	Begin	Begin MP	End	End MP	Center Line Miles	Right of Way Width (Feet)	Total Road Width (Feet)	Total Cut Width (Feet)	Mowing Acreage
3-00034	583	0	16	5.4	5.4	60	19	41	26.84
3-00034B	16	0	K.C. Line	0.89	0.89	60	20	40	4.32
3-00042	40	3.73	16	7.91	4.18	60	19	41	20.77
3-00562	31	2.73	34	5.3	2.57	50	19	31	9.66
3-00565	40	0	600	2.59	2.59	50	20	30	9.42
3-00569	34	0	MD Line	5.87	5.87	50	20	30	21.35
3-00570	16	0	569	1.73	1.73	50	20	30	6.29
3-00571	MD Line	0	Kent County	4.49	4.49	50	19	31	16.87
3-00572	31	0	MD Line	2.05	2.05	50	20	30	7.45
3-00573	31	0	569	2.43	2.43	50	19	31	9.13
3-00574	31	0	569	2.01	2.01	50	20	30	7.31
3-00575	404	0	573	1.36	1.36	50	19	31	5.11
3-00575A	573	0	574	0.69	0.69	50	19	31	2.59
3-00575B	575	0	Dead End	0.37	0.37	30	18	12	0.54
3-00576	31	0	404	0.72	0.72	50	18	32	2.79
3-00577	MD Line	0	571	0.96	0.96	30	19	11	1.28
3-00578	569	0	34	2.24	2.24	50	19	31	8.42
3-00580	404	0	569	1.58	1.58	50	17	33	6.32
3-00581	34	0	16	0.99	0.99	50	17	33	3.96
3-00582	404	0	600	2.54	2.54	100	27	73	22.48
3-00583	582	0	4	3.68	3.68	50	21	29	12.94
3-00583A	583	0	4	0.58	0.58	30	20	10	0.70
3-00584	583	0	600	1.3	1.3	50	20	30	4.73
3-00585	583	0	16	3.86	3.86	50	19	31	14.50
3-00586	34B	0	K.C. Line	0.4	0.4	50	19	31	1.50
3-00587	16	0	585	0.8	0.8	50	19	31	3.01
3-00587A	585	0	34	1	1.16	50	19	31	4.36
3-00588	16	0	589	1	0.71	50	19	31	2.67

Road Number	Begin	Begin MP	End	End MP	Center Line Miles	Right of Way Width (Feet)	Total Road Width (Feet)	Total Cut Width (Feet)	Mowing Acreage
3-00589	K.C. Line	0	16	2	2.49	60	21	39	11.77
3-00589A	589	0	4	0	0.32	60	21	39	1.51
3-00590	32	0	583	1	1.21	50	18	32	4.69
3-00591	40	2.41	565	2.68	0.27	50	20	30	0.98
3-00593	40	0	579	1.63	1.63	50	18	32	6.32
3-00594	40	3.39	16	7.95	4.56	50	19	31	17.13
3-00595	16	0	42	4.56	4.56	50	20	30	16.58
3-00595A	595	0	16	0.52	0.52	30	19	11	0.69
3-00596	40	0	594	1.40	1.4	50	20	30	5.09
3-00597	594	0	600	2.61	2.61	50	19	31	9.81
3-00598	611	0	600	0.86	0.86	50	18	32	3.34
3-00599	600	0	600	2.27	2.27	50	19	31	8.53
3-00600	4	0	16	5.1	5.1	50	20	30	18.55
3-00601	597	0	16	1.84	1.84	50	19	31	6.91
3-00602	594	0	16	2.17	2.17	50	20	30	7.89
3-00603	16	0	Dead End	2.53	2.53	50	18	32	9.81
3-00604	42	0	16	0.9	0.9	30	19	11	1.20
3-00606	579	0	595	1.51	1.51	50	20	30	5.49
3-00607	606	0	RT 113	2.22	2.22	50	19	31	8.34
3-00608	607	0	595	0.88	0.88	30	19	11	1.17
3-00609	42	0	595	0.88	0.88	30	19	11	1.17
3-00610	42	0	16	1.76	1.76	50	20	30	6.40
3-00611	565	0	16	4.2	4.2	50	19	31	15.78
3-00638	40	1.36	42	1.8	0.44	50	18	32	1.71
								Area 1 Total	408.18
							*	-10%	40.82
								Total Acreage per cut:	367.36
								Yearly Total (4 Cuts)	1469.45
								Contract Total (3 YR)	4408.35
Acreage is listed for reference only. See METHOD OF MEASUREMENT and BASIS OF PAYMENT for further information.									
*10 percent of the total acreage is deducted due to areas that do not require contractor mowing, such as entrances and areas mowed by property owners.									

MOWING SOUTH FOR: AREA 2
SOUTH DISTRICT - SUSSEX COUNTY
2018-2020

TECHNICAL SPECIFICATIONS

INTENT:

It is the intent of this contract to provide for the mowing of vegetation of roadway shoulders on various roads over three (3), twelve-month periods.

DESCRIPTION:

Supply all materials, equipment and labor to mow vegetation on roadsides on various roads in Area 2, South District, Sussex County. Total area to be mowed shall be based on a total of 1,469.45 acres per year, assuming 4 cuts per year, for the three year contract.

GENERAL:

The following clauses relate to roadside mowing in the South District.

Whenever the word "Contractor" is used, it shall refer to the person or persons, company or corporation furnishing the services required.

In case of failure on the part of the Contractor to comply with the terms of the contract, Maintenance and Operations may proceed to take appropriate action in accordance with the provisions of the Contract Agreement contained herein.

Questions related to actual locations in the field should be directed to the South District Maintenance Engineer (Phone: 302-853-1305) after final contract execution.

The Department also reserves the right to add or remove mowing cycles, at the discretion of the Engineer. Such additional mowing cycles shall be paid for at the per acre price bid for the then-current calendar year of the contract. Similarly, removal of mowing cycles shall not be cause for any adjustments in unit pricing.

CANCELLATION:

Failure to complete the 1st, 3rd, or 4th mowing cycle within ten days after the respective completion date may result in termination of the contract by the Department. Failure to complete the 2nd mowing cycle by June 27th may result in termination of the contract by the Department. Termination of the contract shall be at the sole discretion of the District Maintenance Engineer. In the event of such cancellation, the Department's sole responsibility for payment shall be for that work which is satisfactorily completed on the termination date.

Liquidated damages shall accrue for that period between the end of the mowing cycle, and the date that the contract is terminated by the Department, in accordance with the section entitled Liquidated Damages of these Special Provisions.

MAINTENANCE OF TRAFFIC (MOT):

Traffic shall be maintained along the route of the project. The contractor shall provide and maintain ingress and egress for properties adjoining the work area. Activities that may temporarily interfere with property access shall be coordinated in advance with the property owner. Work shall be performed in a manner that will ensure the least practical obstruction to traffic, consistent with safety standards and shall comply with the latest edition of the manual entitled "Delaware Manual of Uniform Traffic Control Devices (MUTCD)", including revisions in effect at the time of advertisements for bids, here after referred to as the Traffic Control Manual.

All Traffic Control Devices shall be in new or refurbished condition; shall be in compliance with the Traffic Control Manual and with the NCHRP Report 350 / MASH as defined in section 'A' of the Traffic Control Manual and shall be approved by the engineer before installation. Traffic control devices shall be maintained in good condition for the duration of use. No equipment, gas or fuel can be stored within 30 feet of the roadway.

SIGNS:

All MOT devices shall comply with the Traffic Control Manual, and shall be installed in accordance with Case TA-1A of the Traffic Control Manual. The contractor shall utilize "MOWING AHEAD" and "END MOWING" signs to alert motorists of the mowing activity.

Payment for signs, standards and appropriate installation of such required equipment shall be incidental to the item "MOWING" of these Special Provisions.

EQUIPMENT:

Medium-duty tractor (2 or 4-wheel drive) with 3-point hitch or other suitable mower mount, as determined by the Engineer, with a minimum net engine horsepower of 50 and registered and licensed with the Division of Motor Vehicles, as required by law. Mower(s) shall be capable of mowing any slope within the limits of the right of way.

Tractor Mower: The tractor shall be equipped with the following safety devices:

- One set of turn signals with an auxiliary switch that will enable all four signals to be operated simultaneously.
- One set of headlights and tail lights.
- One set of stoplights.
- Slow Moving Vehicle symbol, clearly visible.
- One or more amber revolving or flashing (strobe) light(s), visible front and rear for a distance of 500 feet, as determined by the Engineer.

Install headlights, taillights, stop lights and turn signals to meet State Motor Vehicle Code Requirements for Light Trucks. Mower or mowers shall be designed to mow a minimum 5-foot swath and be of a flail, disc or rotary design with P.T.O. pump or direct-driven blade assembly.

MOWING, GENERAL NOTES:

All roadside vegetation shall require mowing to a maximum height of 6 inches. The Contractor shall mow continuously once mowing on a specified cycle starts in order to complete the cycle by the specified completion date.

The contractor shall be required to trim around telephone poles, electric poles, signposts, guardrail posts, delineator posts and standards as an incidental part of this item. Grass around these obstacles shall not exceed six inches (6") in height. At the contractor's discretion, trimming may be accomplished by mechanical means or through the use of herbicide(s).

If the contractor opts to utilize herbicides to control grass around such obstacles, he shall submit current label(s) and Safety Data Sheets representing the herbicide(s) he intends to use, along with his intended rate(s) of application. The Contractor must abide by any and all federal, state and local guidelines regarding application of herbicides.

Herbicides shall be applied around signposts so as to create a treated area with a radius of one foot (1') around the obstacle. For multiple post signs and guardrail posts, the application shall be continuous between the posts, extending one foot (1') to either side of the signboard and one foot (1') beyond the outside posts.

MOWING CYCLES:

The Department reserves the right to require the contractor to mow more than once any locations during any one mowing cycle as directed by the Engineer. The price per additional acre mowed shall remain the same as that bid for the current year. The contractor shall not be compensated if the additional mowing was the result of corrective action for an initially unacceptable mowing location. The contractor shall contact the South District Maintenance Engineer prior to starting work on each mowing cycle for authorization to begin work on that cycle.

Each Mowing Cycle shall commence upon approval from the South District Maintenance Engineer and shall be completed prior to the dates specified below of each year the contract is in effect. A minimum of 28 calendar days will be provided for the completion of each mowing cycle. All mowing cycles shall require that the contractor mow from the edge of the roadway or outside edge of the shoulder to the limits of the right of way.

The Department also reserves the right to add or remove mowing cycles, at the discretion of the Engineer. Such additional mowing cycles shall be paid for at the per acre price bid for the then-current calendar year of the contract. Similarly, removal of mowing cycles shall not be cause for any adjustments in unit pricing.

1st Mowing Cycle	May 21
2nd Mowing Cycle	June 25
3rd Mowing Cycle	August 20
4th Mowing Cycle	October 29

LOCATION OF WORK:

All mowing shall be conducted on rural 2-lane roads, as listed under "LOCATIONS."

WORKING DAYS:

The contractor shall not conduct mowing operations on Sundays or official Holidays unless approved in writing by the District Engineer. No mowing will be conducted after sunset or before sunrise, without the express and written permission of the District Engineer or his designee.

CONTRACTOR'S RESPONSIBILITY:

The contractor shall be responsible to remove litter and debris from the mowing area that would impede the actual movement or operations of mowing equipment or which creates a hazard to the motoring public or adjacent properties. The Contractor shall be responsible for disposal of any litter or debris removed. Payment for removal and disposal of litter and debris is incidental to "Mowing" item.

The contractor shall be responsible for all damages to private or public property incurred as a result of mowing operations. No claims are to be made by the contractor against the Department for any damages to his equipment.

The contractor shall be responsible to repair damaged turf areas caused by his mowing operations. Ruts, tire tracks and other disturbed areas shall be filled with approved topsoil and reseeded in accordance with the Standard Specifications. Scalped areas shall be reseeded in accordance with the Standard Specifications. The contractor shall mow on the right side of the roadway in each direction with the flow of traffic, as much as practicable.

Grading of roads or road/shoulder repair activity which impedes or prevents mowing or which could result in damage to mowing equipment shall be brought to the attention of the South District Engineer for remedial action.

The contractor is responsible to submit a tentative work schedule at the beginning of each work day to all Area Supervisors in each Area where mowing will take place that day. The schedule shall list the roads planned to be mowed that day, and can be submitted via fax or email to that appropriate Area Supervisor.

The contractor is responsible to supply a list of roadways completed to the appropriate Area Supervisor, to initiate the DelDOT inspection. This list should be provided as soon after mowing as practical in order to ensure proper inspection. No payment will be made for mowing without a list of all roadways completed being submitted, and the DelDOT inspection being completed.

"OZONE ACTION DAY" NOTIFICATION AND PROCEDURE

When notified by the Department that the following day has been designated as an "Ozone Action Day", mowing or related work utilizing fossil fuel powered engines may be eliminated or restricted at the direction of the Department. The Contractor shall be notified by the district Engineer via telephone, email, and/or facsimile transmission (FAX) prior to 4:30 PM of the day prior to the designated "Ozone Action Day". Mowing cycle completion dates shall be adjusted by an equal number of days, or portion per day, per mowing cycle affected, in numbers equal to the number of days for which mowing is not permitted or is restricted due to "Ozone Action Day" restrictions.

LIMITS OF RIGHT OF WAY:

Any questions regarding the limits of the right of way shall be referred to the District Maintenance Engineer or his designee.

INSURANCE:

The Contractor shall furnish proof of insurance coverage, as stated on page 14 of this ITB, to the Department and the Contractor shall save harmless the State of Delaware, the Department, its employees and/or agents as a result of operations performed under this agreement. The Contractor shall furnish proof of insurance with the execution of this contract. Proof of insurance for the final two years of this contract should be sent to the following address:

Department of Transportation
Division of Highways
P.O. Box 778
Dover, Delaware 19903

LIQUIDATED DAMAGES:

Failure to complete each mowing cycle in a satisfactory manner prior to the completion dates as stipulated under "MOWING CYCLE" shall be cause for assessment of liquidated damages in accordance with Section 108.09 of the Standard Specifications. Failure to complete a mowing cycle in a timely manner shall in no way alleviate the contractor from his responsibility to complete subsequent scheduled mowing cycles as stipulated.

These liquidated damages shall be deducted from any payment due the contractor.

METHOD OF MEASUREMENT:

Method of measurement shall be based on the actual number of acres of mowing as contained in these Special Provisions and as described under "Mowing Cycle", which shall be binding. There shall be no modifications to the quantities listed in the Proposal. It shall be the bidder's responsibility to reflect this condition in the bid as submitted.

BASIS OF PAYMENT:

Measured as provided herein, the acres of mowing will be paid for at the contract unit price bid per acre for mowing, which price and payment shall be full compensation for mowing, mobilization, maintenance of traffic, signs, all labor, equipment and incidentals necessary to complete the work. **Payment for performance and payment bond shall be apportioned equally over the entire period of the contract.** Payment will be made in conjunction with the payment for the Spring Mowing Cycle as detailed in these provisions. If the Department elects to extend the contract, the performance and payment bond shall not be paid again. The department reserves the right to increase or decrease the acreage listed in this contract.

PREAWARD EQUIPMENT/PERSONNEL DEMONSTRATION:

Prior to award of the contract, the contractor may be required, at the discretion of the Department and at his expense, to assemble his proposed equipment and personnel and demonstrate to the satisfaction of the Maintenance Engineer, the Maintenance Superintendent, or District personnel that his equipment and personnel meet the contract specifications.

FUNDING:

Work included in this proposal for years 2 and 3 is dependent on the passage of legislation for the upcoming Fiscal Year(s). It is the intent of the Department to award this Contract prior to the passage of the legislation with funding for years 2 and 3.

"Notice to Proceed" for the Contract will be issued at such time as the Legislature approves funding for years 2 and 3. No work shall be started prior to receipt of "Notice to Proceed". It is to be understood that the contract may be terminated prior to issuance of the "Notice to Proceed". If the Contract is so terminated, all costs incurred by the contractor shall be borne by the contractor. If the Contract is terminated for reasons beyond the intent of this note, the provisions of Section 108.11 of the Standard Specifications will apply.

CONSTRUCTION AREAS

Areas which come under construction during the life of this contract shall be removed from the contract and payment reduced by the contract bid price per acre for the duration of the construction. Areas to be removed shall be as determined by the Engineer or his designee.

TECHNICAL SPECIFICATIONS
FOR
MOWING SOUTH - AREA 3

STATE OF DELAWARE



DEPARTMENT OF TRANSPORTATION
SOUTH DISTRICT – MAINTENANCE SUPPORT


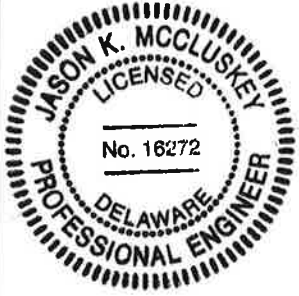
Plans & Specifications for:

CONTRACT NO: DOT1713-MOWING_SAREA3

CONTRACT TITLE: ROADSIDE MOWING, AREA 3, SOUTH DISTRICT,
2018-2020

PLANS PREPARED BY: Mark Hylbert (Design Technician)

PLANS REVIEWED BY: P. Evans DATE: 10/31/17
Maintenance Support Supervisor

<p>Date Recommended: <u>10/31/17</u></p> <p>Assistant Maint. Engineer: <u>Matthew J. Schlitter</u></p>	
<p>Date Recommended: <u>10/31/17</u></p> <p>Maintenance Engineer: <u>Jason K. McCluskey</u></p>	
<p>Date Recommended: <u>10/31/17</u></p> <p>South District Engineer: <u>[Signature]</u></p>	

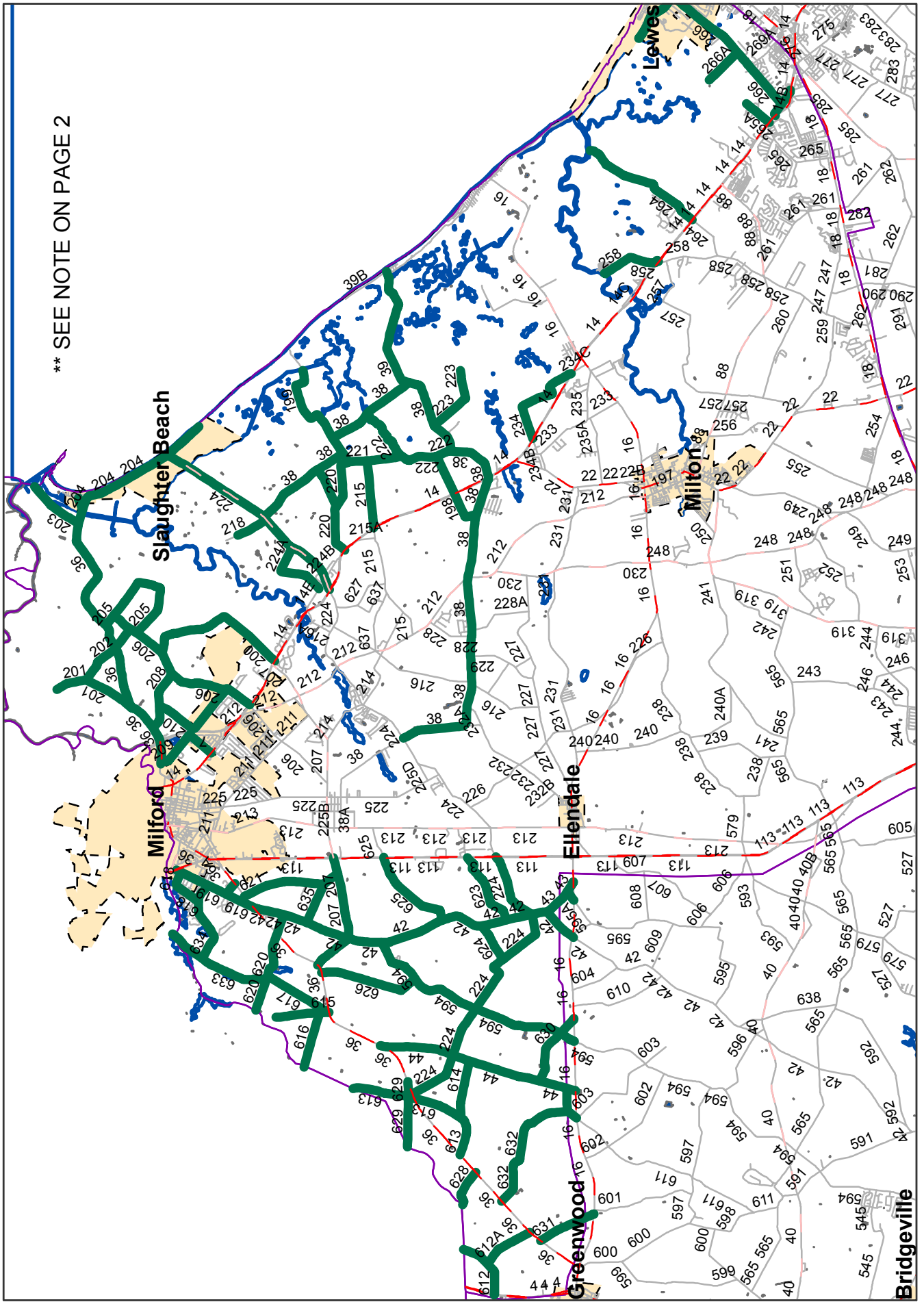
Legend

Area 3 Contractor Mowing

0 1.75 3.5 7 Miles

Area 3 Mowing

** SEE NOTE ON PAGE 2



Road Number	Begin	Begin MP	End	End MP	Center Line Miles	Right of Way Width (Feet)	Total Road Width (Feet)	Total Cut Width (Feet)	Mowing Acreage
3-00036	209	12.52	End	17.7	5.18	50	20	30	18.84
3-00038	224	2.23	224	14.34	12.11	60	21	39	57.25
3-00039	38	0	39B	2.28	2.28	40	20	20	5.53
3-00042	36	7.91	16	14.16	6.25	50	20	30	22.73
3-00043	16	0	42	0.72	0.72	50	20	30	2.62
3-00044	16	0	36	3.66	3.66	60	20	40	17.75
3-00198	Rt. 1	0	222	1.41	1.41	50	19	31	5.30
3-00199	38	0	Bridge	1.7	1.70	50	19	31	6.39
3-00200	Rt. 1	0	206	2.66	2.66	50	19	31	10.00
3-00201	36	0	End	1.55	1.55	50	18	32	6.01
3-00202	206	0	End	1.23	1.23	50	18	32	4.77
** 3-00203	36	0	End	1.05	1.05	50	18	32	4.07
3-00204	36	0	End	2.71	2.71	50	24	26	8.54
3-00204A	204	0	End	0.23	0.23	30	17	13	0.36
3-00205	206	0	36	2.33	2.33	50	18	32	9.04
3-00206	Rt. 1	2	205	5.1	3.10	50	20	30	11.27
3-00207	36	0	113	2.22	2.22	50	34	16	4.31
3-00208	206	0	36	1.09	1.09	50	19	31	4.10
3-00209	14	0	36	1.79	1.79	50	19	31	6.73
3-00210	206	0	208	1.67	1.67	50	18	32	6.48
3-00215	Rt. 1	2.14	221	3.35	1.21	35	18	17	2.49
3-00218	224	0	End	0.25	0.25	30	18	12	0.36
3-00219	220	0	38	0.74	0.74	50	18	32	2.87
3-00220	Rt. 1	0	221	1.82	1.82	50	19	31	6.84
3-00221	222	0	38	1.14	1.14	35	19	16	2.21
3-00222	38	0	38	1.97	1.97	50	20	30	7.16
3-00223	38	0	End	1.8	1.80	30	17	13	2.84
3-00224	113	0	629	5.67	5.67	50	20	30	20.62
3-00224	Rt. 1	11.93	204	15.82	3.89	50	38	12	5.66
3-00224A	14E	0	224	1.27	1.27	50	18	32	4.93
3-00234	Rt. 1	0	Rt. 1	1.83	1.83	50	19	31	6.88
3-00258	Rt. 1	4.16	End	5.26	1.10	50	19	31	4.13
3-00264	Rt. 1	0.85	End	3.17	2.32	50	19	31	8.72
3-00265A	Rt. 1	0	End	0.51	0.51	50	20	30	1.85
3-00266	Rt.1	0	267	3.1	3.10	50	21	29	10.90
3-00266A	266	0	End	0.71	0.71	30	17	13	1.12
3-00266B	Rt. 1	0	266	0.26	0.26	60	32	28	0.88

MOWING SOUTH FOR: AREA 3
SOUTH DISTRICT - SUSSEX COUNTY
2018-2020

TECHNICAL SPECIFICATIONS

INTENT:

It is the intent of this contract to provide for the mowing of vegetation of roadway shoulders on various roads over three (3), twelve-month periods.

DESCRIPTION:

Supply all materials, equipment and labor to mow vegetation on roadsides on various roads in Area 3, South District, Sussex County. Total area to be mowed shall be based on a total of 1,553.07 acres per year, assuming 4 cuts per year, for the three year contract.

GENERAL:

The following clauses relate to roadside mowing in the South District.

Whenever the word "Contractor" is used, it shall refer to the person or persons, company or corporation furnishing the services required.

In case of failure on the part of the Contractor to comply with the terms of the contract, Maintenance and Operations may proceed to take appropriate action in accordance with the provisions of the Contract Agreement contained herein.

Questions related to actual locations in the field should be directed to the South District Maintenance Engineer (Phone: 302-853-1305) after final contract execution.

The Department also reserves the right to add or remove mowing cycles, at the discretion of the Engineer. Such additional mowing cycles shall be paid for at the per acre price bid for the then-current calendar year of the contract. Similarly, removal of mowing cycles shall not be cause for any adjustments in unit pricing.

CANCELLATION:

Failure to complete the 1st, 3rd, or 4th mowing cycle within ten days after the respective completion date may result in termination of the contract by the Department. Failure to complete the 2nd mowing cycle by June 27th may result in termination of the contract by the Department. Termination of the contract shall be at the sole discretion of the District Maintenance Engineer. In the event of such cancellation, the Department's sole responsibility for payment shall be for that work which is satisfactorily completed on the termination date.

Liquidated damages shall accrue for that period between the end of the mowing cycle, and the date that the contract is terminated by the Department, in accordance with the section entitled Liquidated Damages of these Special Provisions.

MAINTENANCE OF TRAFFIC (MOT):

Traffic shall be maintained along the route of the project. The contractor shall provide and maintain ingress and egress for properties adjoining the work area. Activities that may temporarily interfere with property access shall be coordinated in advance with the property owner. Work shall be performed in a manner that will ensure the least practical obstruction to traffic, consistent with safety standards and shall comply with the latest edition of the manual entitled "Delaware Manual of Uniform Traffic Control Devices (MUTCD)", including revisions in effect at the time of advertisements for bids, here after referred to as the Traffic Control Manual.

All Traffic Control Devices shall be in new or refurbished condition; shall be in compliance with the Traffic Control Manual and with the NCHRP Report 350 / MASH as defined in section 'A' of the Traffic Control Manual and shall be approved by the engineer before installation. Traffic control devices shall be maintained in good condition for the duration of use. No equipment, gas or fuel can be stored within 30 feet of the roadway.

SIGNS:

All MOT devices shall comply with the Traffic Control Manual, and shall be installed in accordance with Case TA-1A of the Traffic Control Manual. The contractor shall utilize "MOWING AHEAD" and "END MOWING" signs to alert motorists of the mowing activity.

Payment for signs, standards and appropriate installation of such required equipment shall be incidental to the item "MOWING" of these Special Provisions.

EQUIPMENT:

Medium-duty tractor (2 or 4-wheel drive) with 3-point hitch or other suitable mower mount, as determined by the Engineer, with a minimum net engine horsepower of 50 and registered and licensed with the Division of Motor Vehicles, as required by law. Mower(s) shall be capable of mowing any slope within the limits of the right of way.

Tractor Mower: The tractor shall be equipped with the following safety devices:

- One set of turn signals with an auxiliary switch that will enable all four signals to be operated simultaneously.
- One set of headlights and tail lights.
- One set of stoplights.
- Slow Moving Vehicle symbol, clearly visible.
- One or more amber revolving or flashing (strobe) light(s), visible front and rear for a distance of 500 feet, as determined by the Engineer.

Install headlights, taillights, stop lights and turn signals to meet State Motor Vehicle Code Requirements for Light Trucks. Mower or mowers shall be designed to mow a minimum 5-foot swath and be of a flail, disc or rotary design with P.T.O. pump or direct-driven blade assembly.

MOWING, GENERAL NOTES:

All roadside vegetation shall require mowing to a maximum height of 6 inches. The Contractor shall mow continuously once mowing on a specified cycle starts in order to complete the cycle by the specified completion date.

The contractor shall be required to trim around telephone poles, electric poles, signposts, guardrail posts, delineator posts and standards as an incidental part of this item. Grass around these obstacles shall not exceed six inches (6") in height. At the contractor's discretion, trimming may be accomplished by mechanical means or through the use of herbicide(s).

If the contractor opts to utilize herbicides to control grass around such obstacles, he shall submit current label(s) and Safety Data Sheets representing the herbicide(s) he intends to use, along with his intended rate(s) of application. The Contractor must abide by any and all federal, state and local guidelines regarding application of herbicides.

Herbicides shall be applied around signposts so as to create a treated area with a radius of one foot (1') around the obstacle. For multiple post signs and guardrail posts, the application shall be continuous between the posts, extending one foot (1') to either side of the signboard and one foot (1') beyond the outside posts.

MOWING CYCLES:

The Department reserves the right to require the contractor to mow more than once any locations during any one mowing cycle as directed by the Engineer. The price per additional acre mowed shall remain the same as that bid for the current year. The contractor shall not be compensated if the additional mowing was the result of corrective action for an initially unacceptable mowing location. The contractor shall contact the South District Maintenance Engineer prior to starting work on each mowing cycle for authorization to begin work on that cycle.

Each Mowing Cycle shall commence upon approval from the South District Maintenance Engineer and shall be completed prior to the dates specified below of each year the contract is in effect. A minimum of 28 calendar days will be provided for the completion of each mowing cycle. All mowing cycles shall require that the contractor mow from the edge of the roadway or outside edge of the shoulder to the limits of the right of way.

The Department also reserves the right to add or remove mowing cycles, at the discretion of the Engineer. Such additional mowing cycles shall be paid for at the per acre price bid for the then-current calendar year of the contract. Similarly, removal of mowing cycles shall not be cause for any adjustments in unit pricing.

1st Mowing Cycle	May 21
2nd Mowing Cycle	June 25
3rd Mowing Cycle	August 20
4th Mowing Cycle	October 29

LOCATION OF WORK:

All mowing shall be conducted on rural 2-lane roads, as listed under "LOCATIONS."

WORKING DAYS:

The contractor shall not conduct mowing operations on Sundays or official Holidays unless approved in writing by the District Engineer. No mowing will be conducted after sunset or before sunrise, without the express and written permission of the District Engineer or his designee.

CONTRACTOR'S RESPONSIBILITY:

The contractor shall be responsible to remove litter and debris from the mowing area that would impede the actual movement or operations of mowing equipment or which creates a hazard to the motoring public or adjacent properties. The Contractor shall be responsible for disposal of any litter or debris removed. Payment for removal and disposal of litter and debris is incidental to "Mowing" item.

The contractor shall be responsible for all damages to private or public property incurred as a result of mowing operations. No claims are to be made by the contractor against the Department for any damages to his equipment.

The contractor shall be responsible to repair damaged turf areas caused by his mowing operations. Ruts, tire tracks and other disturbed areas shall be filled with approved topsoil and reseeded in accordance with the Standard Specifications. Scalped areas shall be reseeded in accordance with the Standard Specifications. The contractor shall mow on the right side of the roadway in each direction with the flow of traffic, as much as practicable.

Grading of roads or road/shoulder repair activity which impedes or prevents mowing or which could result in damage to mowing equipment shall be brought to the attention of the South District Engineer for remedial action.

The contractor is responsible to submit a tentative work schedule at the beginning of each work day to all Area Supervisors in each Area where mowing will take place that day. The schedule shall list the roads planned to be mowed that day, and can be submitted via fax or email to that appropriate Area Supervisor.

The contractor is responsible to supply a list of roadways completed to the appropriate Area Supervisor, to initiate the DelDOT inspection. This list should be provided as soon after mowing as practical in order to ensure proper inspection. No payment will be made for mowing without a list of all roadways completed being submitted, and the DelDOT inspection being completed.

"OZONE ACTION DAY" NOTIFICATION AND PROCEDURE

When notified by the Department that the following day has been designated as an "Ozone Action Day", mowing or related work utilizing fossil fuel powered engines may be eliminated or restricted at the direction of the Department. The Contractor shall be notified by the district Engineer via telephone, email, and/or facsimile transmission (FAX) prior to 4:30 PM of the day prior to the designated "Ozone Action Day". Mowing cycle completion dates shall be adjusted by an equal number of days, or portion per day, per mowing cycle affected, in numbers equal to the number of days for which mowing is not permitted or is restricted due to "Ozone Action Day" restrictions.

LIMITS OF RIGHT OF WAY:

Any questions regarding the limits of the right of way shall be referred to the District Maintenance Engineer or his designee.

INSURANCE:

The Contractor shall furnish proof of insurance coverage, as stated on page 14 of this ITB, to the Department and the Contractor shall save harmless the State of Delaware, the Department, its employees and/or agents as a result of operations performed under this agreement. The Contractor shall furnish proof of insurance with the execution of this contract. Proof of insurance for the final two years of this contract should be sent to the following address:

Department of Transportation
Division of Highways
P.O. Box 778
Dover, Delaware 19903

LIQUIDATED DAMAGES:

Failure to complete each mowing cycle in a satisfactory manner prior to the completion dates as stipulated under "MOWING CYCLE" shall be cause for assessment of liquidated damages in accordance with Section 108.09 of the Standard Specifications. Failure to complete a mowing cycle in a timely manner shall in no way alleviate the contractor from his responsibility to complete subsequent scheduled mowing cycles as stipulated.

These liquidated damages shall be deducted from any payment due the contractor.

METHOD OF MEASUREMENT:

Method of measurement shall be based on the actual number of acres of mowing as contained in these Special Provisions and as described under "Mowing Cycle", which shall be binding. There shall be no modifications to the quantities listed in the Proposal. It shall be the bidder's responsibility to reflect this condition in the bid as submitted.

BASIS OF PAYMENT:

Measured as provided herein, the acres of mowing will be paid for at the contract unit price bid per acre for mowing, which price and payment shall be full compensation for mowing, mobilization, maintenance of traffic, signs, all labor, equipment and incidentals necessary to complete the work. **Payment for performance and payment bond shall be apportioned equally over the entire period of the contract.** Payment will be made in conjunction with the payment for the Spring Mowing Cycle as detailed in these provisions. If the Department elects to extend the contract, the performance and payment bond shall not be paid again. The department reserves the right to increase or decrease the acreage listed in this contract.

PREAWARD EQUIPMENT/PERSONNEL DEMONSTRATION:

Prior to award of the contract, the contractor may be required, at the discretion of the Department and at his expense, to assemble his proposed equipment and personnel and demonstrate to the satisfaction of the Maintenance Engineer, the Maintenance Superintendent, or District personnel that his equipment and personnel meet the contract specifications.

FUNDING:

Work included in this proposal for years 2 and 3 is dependent on the passage of legislation for the upcoming Fiscal Year(s). It is the intent of the Department to award this Contract prior to the passage of the legislation with funding for years 2 and 3.

"Notice to Proceed" for the Contract will be issued at such time as the Legislature approves funding for years 2 and 3. No work shall be started prior to receipt of "Notice to Proceed". It is to be understood that the contract may be terminated prior to issuance of the "Notice to Proceed". If the Contract is so terminated, all costs incurred by the contractor shall be borne by the contractor. If the Contract is terminated for reasons beyond the intent of this note, the provisions of Section 108.11 of the Standard Specifications will apply.

CONSTRUCTION AREAS

Areas which come under construction during the life of this contract shall be removed from the contract and payment reduced by the contract bid price per acre for the duration of the construction. Areas to be removed shall be as determined by the Engineer or his designee.

TECHNICAL SPECIFICATIONS
FOR
MOWING SOUTH - AREA 4

STATE OF DELAWARE



DEPARTMENT OF TRANSPORTATION
SOUTH DISTRICT – MAINTENANCE SUPPORT

Plans & Specifications for:

CONTRACT NO: DOT1713-MOWING_SAREA4

CONTRACT TITLE: ROADSIDE MOWING, AREA 4, SOUTH DISTRICT,
2018-2020

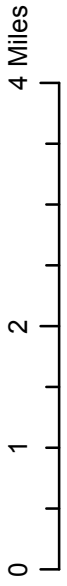
PLANS PREPARED BY: Mark Hylbert (Design Technician)

PLANS REVIEWED BY: P. Evan Kellner DATE: 10/31/17
Maintenance Support Supervisor

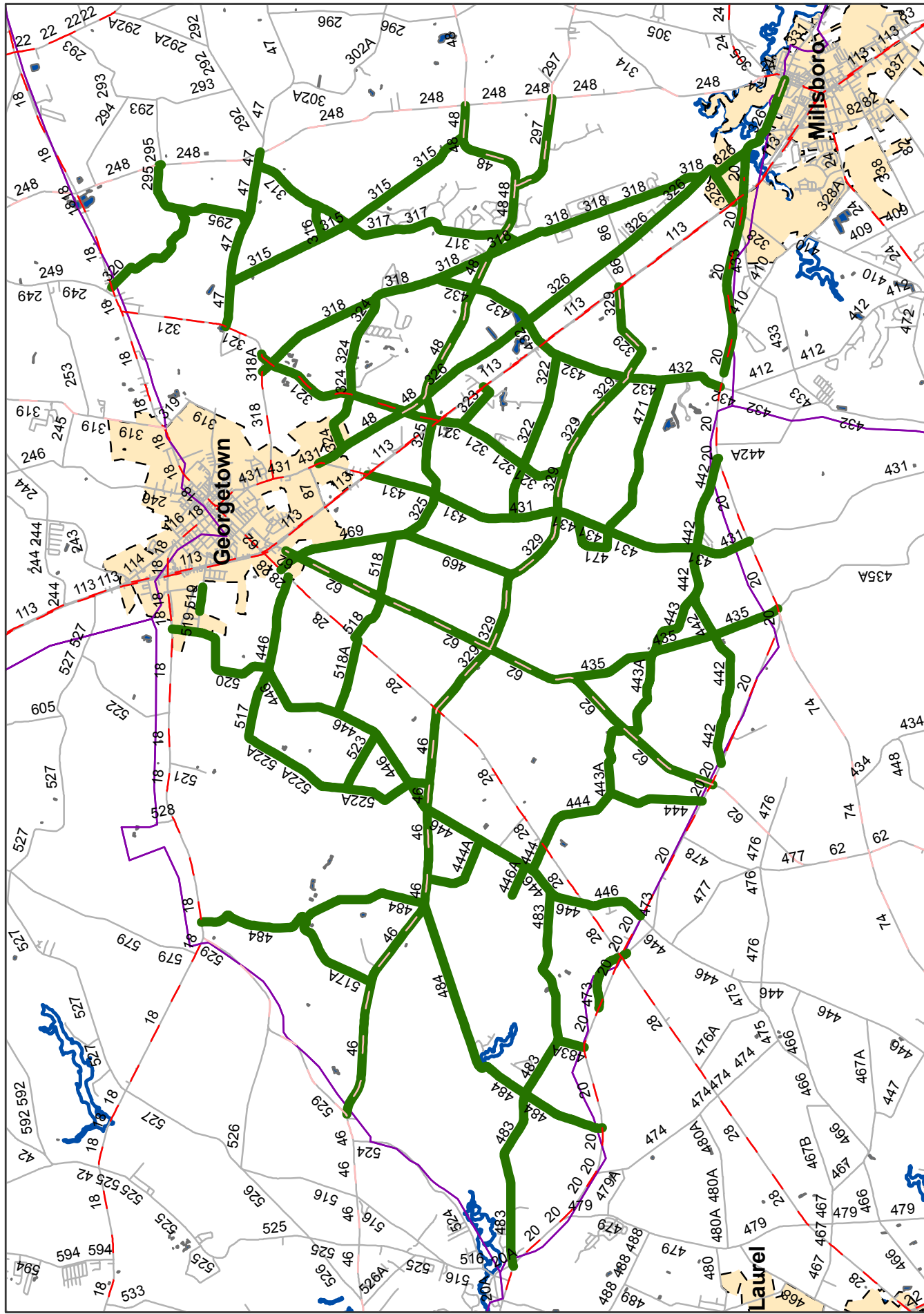
<p>Date Recommended: <u>10/31/17</u></p> <p>Assistant Maint. Engineer: <u>Matthew J. Schlitter</u></p>	
<p>Date Recommended: <u>10/31/17</u></p> <p>Maintenance Engineer: <u>Jason K. McCluskey</u></p>	
<p>Date Recommended: <u>10/31/17</u></p> <p>South District Engineer: <u>[Signature]</u></p>	

Legend

Area 4 Contractor Mowing



Area 4 Mowing



Road Number	Begin	Begin MP	End	End MP	Center Line Miles	Right of Way Width (Feet)	Total Road Width (Feet)	Total Cut Width (Feet)	Mowing Acreage
3-00020	432	14.94	326	17.81	2.87	60	42	18	6.26
3-00046	529	5.53	28	10.64	5.11	50	20	30	18.58
3-00047	321	0	248	2.13	2.13	60	20	40	10.33
3-00048	431	0	248	5.65	5.65	55	21	34	23.28
3-00062	20	11.67	113	17.59	5.92	60	21	39	27.99
3-00295	47	0	248	1.55	1.55	50	18	32	6.01
3-00297	48	0	248	1.25	1.25	40	22	18	2.73
3-00315	47	0	48	3.3	3.30	50	18	32	12.80
3-00316	315	0	317	0.39	0.39	50	18	32	1.51
3-00317	318	0	47	3.47	3.47	50	18	32	13.46
3-00318	326	0	318A	5.85	5.85	50	18	32	22.69
3-00320	295	0	18	1.47	1.47	40	10	30	5.35
3-00321	329	0	318A	4.02	4.02	50	20	30	14.62
3-00322	431	0	432	2.03	2.03	50	20	30	7.38
3-00323	113	0	321	0.58	0.58	50	18	32	2.25
3-00324	48	0	318	1.95	1.95	50	19	31	7.33
3-00325	469	0	326	1.86	1.86	50	19	31	6.99
3-00326	24	0	48	5.98	5.98	50	20	30	21.75
3-00328	326	0.87	113	1.27	0.40	50	20	30	1.45
3-00329	28	0	113	6	6.00	50	19	31	22.55
3-00431	20	4.41	113	9.2	4.79	60	24	36	20.90
3-00432	20	3.24	318	7.07	3.83	50	21	29	13.46
3-00435	62	0	20	2.65	2.65	50	20	30	9.64
3-00442	20	0	20	3.86	3.86	50	19	31	14.50
3-00443	435	0	442	0.89	0.89	50	19	31	3.34
3-00443A	444	0	435	2.03	2.03	50	20	30	7.38
3-00444	446	0	20	2.56	2.56	30	19	11	3.41
3-00444A	46	0	446	0.96	0.96	30	19	11	1.28
3-00446	20	4.38	28	11.22	6.84	30	19	11	9.12

MOWING SOUTH FOR: AREA 4
SOUTH DISTRICT - SUSSEX COUNTY
2018-2020

TECHNICAL SPECIFICATIONS

INTENT:

It is the intent of this contract to provide for the mowing of vegetation of roadway shoulders on various roads over three (3), twelve-month periods.

DESCRIPTION:

Supply all materials, equipment and labor to mow vegetation on roadsides on various roads in Area 4, South District, Sussex County. Total area to be mowed shall be based on a total of 1,503.23 acres per year, assuming 4 cuts per year, for the three year contract.

GENERAL:

The following clauses relate to roadside mowing in the South District.

Whenever the word "Contractor" is used, it shall refer to the person or persons, company or corporation furnishing the services required.

In case of failure on the part of the Contractor to comply with the terms of the contract, Maintenance and Operations may proceed to take appropriate action in accordance with the provisions of the Contract Agreement contained herein.

Questions related to actual locations in the field should be directed to the South District Maintenance Engineer (Phone: 302-853-1305) after final contract execution.

The Department also reserves the right to add or remove mowing cycles, at the discretion of the Engineer. Such additional mowing cycles shall be paid for at the per acre price bid for the then-current calendar year of the contract. Similarly, removal of mowing cycles shall not be cause for any adjustments in unit pricing.

CANCELLATION:

Failure to complete the 1st, 3rd, or 4th mowing cycle within ten days after the respective completion date may result in termination of the contract by the Department. Failure to complete the 2nd mowing cycle by June 27th may result in termination of the contract by the Department. Termination of the contract shall be at the sole discretion of the District Maintenance Engineer. In the event of such cancellation, the Department's sole responsibility for payment shall be for that work which is satisfactorily completed on the termination date.

Liquidated damages shall accrue for that period between the end of the mowing cycle, and the date that the contract is terminated by the Department, in accordance with the section entitled Liquidated Damages of these Special Provisions.

MAINTENANCE OF TRAFFIC (MOT):

Traffic shall be maintained along the route of the project. The contractor shall provide and maintain ingress and egress for properties adjoining the work area. Activities that may temporarily interfere with property access shall be coordinated in advance with the property owner. Work shall be performed in a manner that will ensure the least practical obstruction to traffic, consistent with safety standards and shall comply with the latest edition of the manual entitled "Delaware Manual of Uniform Traffic Control Devices (MUTCD)", including revisions in effect at the time of advertisements for bids, here after referred to as the Traffic Control Manual.

All Traffic Control Devices shall be in new or refurbished condition; shall be in compliance with the Traffic Control Manual and with the NCHRP Report 350 / MASH as defined in section 'A' of the Traffic Control Manual and shall be approved by the engineer before installation. Traffic control devices shall be maintained in good condition for the duration of use. No equipment, gas or fuel can be stored within 30 feet of the roadway.

SIGNS:

All MOT devices shall comply with the Traffic Control Manual, and shall be installed in accordance with Case TA-1A of the Traffic Control Manual. The contractor shall utilize "MOWING AHEAD" and "END MOWING" signs to alert motorists of the mowing activity.

Payment for signs, standards and appropriate installation of such required equipment shall be incidental to the item "MOWING" of these Special Provisions.

EQUIPMENT:

Medium-duty tractor (2 or 4-wheel drive) with 3-point hitch or other suitable mower mount, as determined by the Engineer, with a minimum net engine horsepower of 50 and registered and licensed with the Division of Motor Vehicles, as required by law. Mower(s) shall be capable of mowing any slope within the limits of the right of way.

Tractor Mower: The tractor shall be equipped with the following safety devices:

- One set of turn signals with an auxiliary switch that will enable all four signals to be operated simultaneously.
- One set of headlights and tail lights.
- One set of stoplights.
- Slow Moving Vehicle symbol, clearly visible.
- One or more amber revolving or flashing (strobe) light(s), visible front and rear for a distance of 500 feet, as determined by the Engineer.

Install headlights, taillights, stop lights and turn signals to meet State Motor Vehicle Code Requirements for Light Trucks. Mower or mowers shall be designed to mow a minimum 5-foot swath and be of a flail, disc or rotary design with P.T.O. pump or direct-driven blade assembly.

MOWING, GENERAL NOTES:

All roadside vegetation shall require mowing to a maximum height of 6 inches. The Contractor shall mow continuously once mowing on a specified cycle starts in order to complete the cycle by the specified completion date.

The contractor shall be required to trim around telephone poles, electric poles, signposts, guardrail posts, delineator posts and standards as an incidental part of this item. Grass around these obstacles shall not exceed six inches (6") in height. At the contractor's discretion, trimming may be accomplished by mechanical means or through the use of herbicide(s).

If the contractor opts to utilize herbicides to control grass around such obstacles, he shall submit current label(s) and Safety Data Sheets representing the herbicide(s) he intends to use, along with his intended rate(s) of application. The Contractor must abide by any and all federal, state and local guidelines regarding application of herbicides.

Herbicides shall be applied around signposts so as to create a treated area with a radius of one foot (1') around the obstacle. For multiple post signs and guardrail posts, the application shall be continuous between the posts, extending one foot (1') to either side of the signboard and one foot (1') beyond the outside posts.

MOWING CYCLES:

The Department reserves the right to require the contractor to mow more than once any locations during any one mowing cycle as directed by the Engineer. The price per additional acre mowed shall remain the same as that bid for the current year. The contractor shall not be compensated if the additional mowing was the result of corrective action for an initially unacceptable mowing location. The contractor shall contact the South District Maintenance Engineer prior to starting work on each mowing cycle for authorization to begin work on that cycle.

Each Mowing Cycle shall commence upon approval from the South District Maintenance Engineer and shall be completed prior to the dates specified below of each year the contract is in effect. A minimum of 28 calendar days will be provided for the completion of each mowing cycle. All mowing cycles shall require that the contractor mow from the edge of the roadway or outside edge of the shoulder to the limits of the right of way.

The Department also reserves the right to add or remove mowing cycles, at the discretion of the Engineer. Such additional mowing cycles shall be paid for at the per acre price bid for the then-current calendar year of the contract. Similarly, removal of mowing cycles shall not be cause for any adjustments in unit pricing.

1st Mowing Cycle	May 21
2nd Mowing Cycle	June 25
3rd Mowing Cycle	August 20
4th Mowing Cycle	October 29

LOCATION OF WORK:

All mowing shall be conducted on rural 2-lane roads, as listed under "LOCATIONS."

WORKING DAYS:

The contractor shall not conduct mowing operations on Sundays or official Holidays unless approved in writing by the District Engineer. No mowing will be conducted after sunset or before sunrise, without the express and written permission of the District Engineer or his designee.

CONTRACTOR'S RESPONSIBILITY:

The contractor shall be responsible to remove litter and debris from the mowing area that would impede the actual movement or operations of mowing equipment or which creates a hazard to the motoring public or adjacent properties. The Contractor shall be responsible for disposal of any litter or debris removed. Payment for removal and disposal of litter and debris is incidental to "Mowing" item.

The contractor shall be responsible for all damages to private or public property incurred as a result of mowing operations. No claims are to be made by the contractor against the Department for any damages to his equipment.

The contractor shall be responsible to repair damaged turf areas caused by his mowing operations. Ruts, tire tracks and other disturbed areas shall be filled with approved topsoil and reseeded in accordance with the Standard Specifications. Scalped areas shall be reseeded in accordance with the Standard Specifications. The contractor shall mow on the right side of the roadway in each direction with the flow of traffic, as much as practicable.

Grading of roads or road/shoulder repair activity which impedes or prevents mowing or which could result in damage to mowing equipment shall be brought to the attention of the South District Engineer for remedial action.

The contractor is responsible to submit a tentative work schedule at the beginning of each work day to all Area Supervisors in each Area where mowing will take place that day. The schedule shall list the roads planned to be mowed that day, and can be submitted via fax or email to that appropriate Area Supervisor.

The contractor is responsible to supply a list of roadways completed to the appropriate Area Supervisor, to initiate the DelDOT inspection. This list should be provided as soon after mowing as practical in order to ensure proper inspection. No payment will be made for mowing without a list of all roadways completed being submitted, and the DelDOT inspection being completed.

"OZONE ACTION DAY" NOTIFICATION AND PROCEDURE

When notified by the Department that the following day has been designated as an "Ozone Action Day", mowing or related work utilizing fossil fuel powered engines may be eliminated or restricted at the direction of the Department. The Contractor shall be notified by the district Engineer via telephone, email, and/or facsimile transmission (FAX) prior to 4:30 PM of the day prior to the designated "Ozone Action Day". Mowing cycle completion dates shall be adjusted by an equal number of days, or portion per day, per mowing cycle affected, in numbers equal to the number of days for which mowing is not permitted or is restricted due to "Ozone Action Day" restrictions.

LIMITS OF RIGHT OF WAY:

Any questions regarding the limits of the right of way shall be referred to the District Maintenance Engineer or his designee.

INSURANCE:

The Contractor shall furnish proof of insurance coverage, as stated on page 14 of this ITB, to the Department and the Contractor shall save harmless the State of Delaware, the Department, its employees and/or agents as a result of operations performed under this agreement. The Contractor shall furnish proof of insurance with the execution of this contract. Proof of insurance for the final two years of this contract should be sent to the following address:

Department of Transportation
Division of Highways
P.O. Box 778
Dover, Delaware 19903

LIQUIDATED DAMAGES:

Failure to complete each mowing cycle in a satisfactory manner prior to the completion dates as stipulated under "MOWING CYCLE" shall be cause for assessment of liquidated damages in accordance with Section 108.09 of the Standard Specifications. Failure to complete a mowing cycle in a timely manner shall in no way alleviate the contractor from his responsibility to complete subsequent scheduled mowing cycles as stipulated.

These liquidated damages shall be deducted from any payment due the contractor.

METHOD OF MEASUREMENT:

Method of measurement shall be based on the actual number of acres of mowing as contained in these Special Provisions and as described under "Mowing Cycle", which shall be binding. There shall be no modifications to the quantities listed in the Proposal. It shall be the bidder's responsibility to reflect this condition in the bid as submitted.

BASIS OF PAYMENT:

Measured as provided herein, the acres of mowing will be paid for at the contract unit price bid per acre for mowing, which price and payment shall be full compensation for mowing, mobilization, maintenance of traffic, signs, all labor, equipment and incidentals necessary to complete the work. **Payment for performance and payment bond shall be apportioned equally over the entire period of the contract.** Payment will be made in conjunction with the payment for the Spring Mowing Cycle as detailed in these provisions. If the Department elects to extend the contract, the performance and payment bond shall not be paid again. The department reserves the right to increase or decrease the acreage listed in this contract.

PREAWARD EQUIPMENT/PERSONNEL DEMONSTRATION:

Prior to award of the contract, the contractor may be required, at the discretion of the Department and at his expense, to assemble his proposed equipment and personnel and demonstrate to the satisfaction of the Maintenance Engineer, the Maintenance Superintendent, or District personnel that his equipment and personnel meet the contract specifications.

FUNDING:

Work included in this proposal for years 2 and 3 is dependent on the passage of legislation for the upcoming Fiscal Year(s). It is the intent of the Department to award this Contract prior to the passage of the legislation with funding for years 2 and 3.

"Notice to Proceed" for the Contract will be issued at such time as the Legislature approves funding for years 2 and 3. No work shall be started prior to receipt of "Notice to Proceed". It is to be understood that the contract may be terminated prior to issuance of the "Notice to Proceed". If the Contract is so terminated, all costs incurred by the contractor shall be borne by the contractor. If the Contract is terminated for reasons beyond the intent of this note, the provisions of Section 108.11 of the Standard Specifications will apply.

CONSTRUCTION AREAS

Areas which come under construction during the life of this contract shall be removed from the contract and payment reduced by the contract bid price per acre for the duration of the construction. Areas to be removed shall be as determined by the Engineer or his designee.

TECHNICAL SPECIFICATIONS
FOR
MOWING SOUTH - AREA 5

STATE OF DELAWARE



DEPARTMENT OF TRANSPORTATION
SOUTH DISTRICT – MAINTENANCE SUPPORT

Plans & Specifications for:

CONTRACT NO: DOT1713-MOWING_SAREA5

CONTRACT TITLE: ROADSIDE MOWING, AREA 5, SOUTH DISTRICT,
2018-2020

PLANS PREPARED BY: Mark Hylbert (Design Technician)

PLANS REVIEWED BY: J. Evan Laffin DATE: 10/31/17
Maintenance Support Supervisor

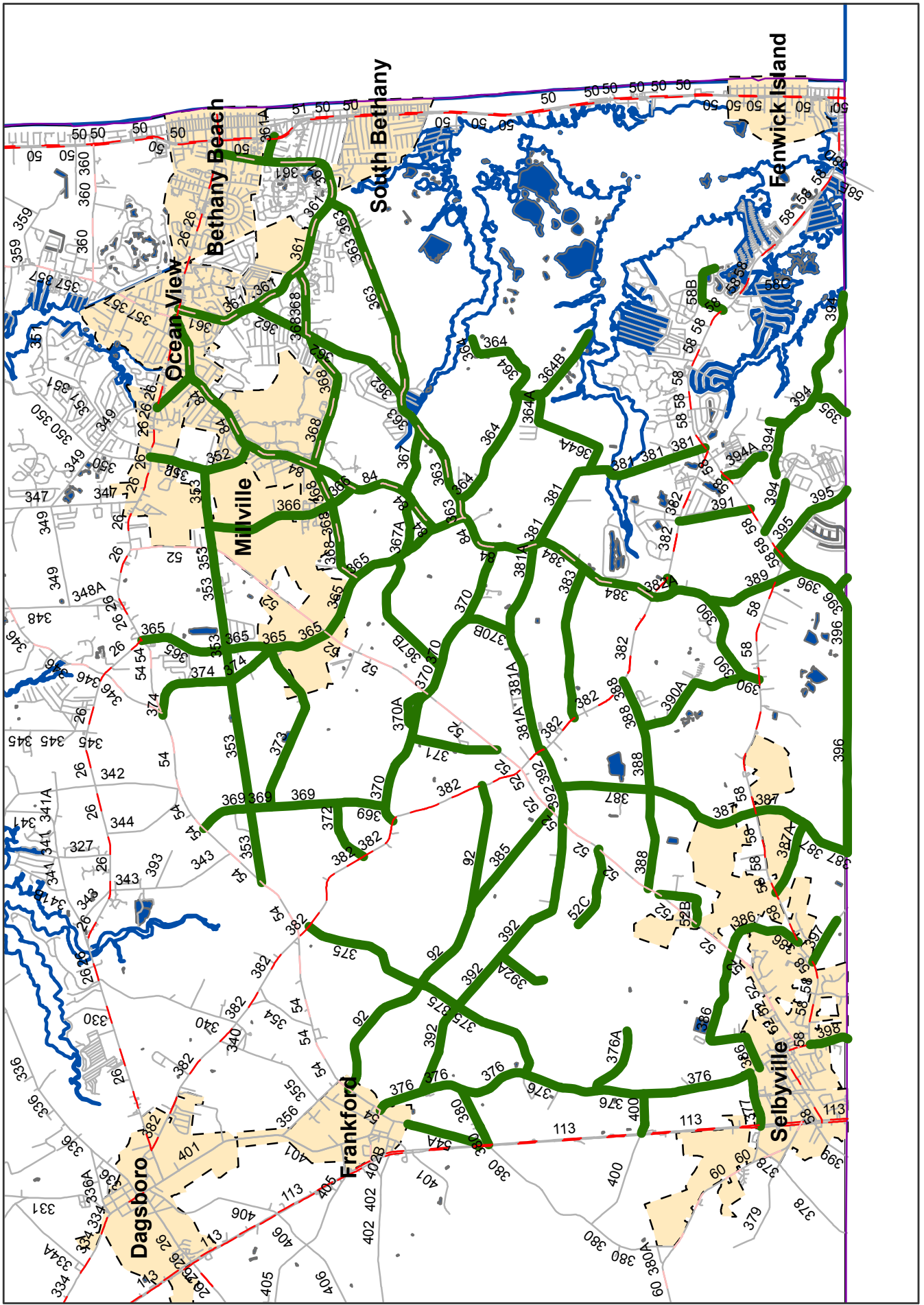
Date Recommended: <u>10/31/17</u>	
Assistant Maint. Engineer: <u>Matthew J. Schlitter</u>	
Date Recommended: <u>10/31/17</u>	
Maintenance Engineer: <u>Jason K. McCluskey</u>	
Date Recommended: <u>10/31/17</u>	
South District Engineer: <u>[Signature]</u>	

Legend

Area 5 Contractor Mowing

Area 5 Mowing

0 0.75 1.5 3 Miles



Road Number	Begin	Begin MP	End	End MP	Center Line Miles	Right of Way Width (Feet)	Total Road Width (Feet)	Total Cut Width (Feet)	Mowing Acreage
3-00052B	Rt.17	0	Rt.17	0.6	0.60	50	19	31	2.25
3-00052C	Rt.17	0	END	0.8	0.80	50	18	32	3.10
3-00054A	376	0	113	1.01	1.01	50	19	31	3.80
3-00058B	Rt.58/Rt.54	0	END	0.61	0.61	50	19	31	2.29
3-00084	26	0	370	4.3	4.30	60	22	38	19.81
3-00092	382	0	Rd. 54	3.48	3.48	60	19	41	17.29
3-00349A	26	0	84	0.43	0.43	50	30	20	1.04
3-00352	26	0	84	1.05	1.05	50	18	32	4.07
3-00353	352	0	Rd. 54	3.99	3.99	50	19	31	14.99
3-00361	26	0	26	3.49	3.49	60	32	28	11.84
3-00361A	361	0	1	0.22	0.22	50	21	29	0.77
3-00362	361	0	363	1.68	1.68	50	20	30	6.11
3-00363	361	0	84	3.45	3.45	50	22	28	11.71
3-00364	363	0	END	2.14	2.14	50	20	30	7.78
3-00364A	364	0	381	1.4	1.40	50	20	30	5.09
3-00364B	364A	0	END	0.75	0.75	30	18	12	1.09
3-00365	84	0	26	3.39	3.39	60	21	39	16.03
3-00366	84	0	353	1.5	1.50	60	21	39	7.09
3-00367	84	0	363	0.66	0.66	50	19	31	2.48
3-00367A	84	0	365	0.51	0.51	50	18	32	1.98
3-00367B	365	0	370	1.31	1.31	50	19	31	4.92
3-00368	365	0	361	3.19	3.19	50	20	30	11.60
3-00369	Rd 54	0	370	1.81	1.81	50	19	31	6.80
3-00370	382	0	84	2.92	2.92	50	21	29	10.26
3-00370A	370	0	370	0.39	0.39	30	17	13	0.61
3-00370B	370	0	381A	0.44	0.44	50	18	32	1.71
3-00371	Rt.17	0	370	0.83	0.83	50	18	32	3.22
3-00372	382	0	369	0.61	0.61	50	18	32	2.37
3-00373	369	0	365	1.69	1.69	30	19	11	2.25
3-00374	365	0	Rt.54	1.36	1.36	50	19	31	5.11
3-00375	376	0	382	2.74	2.74	50	20	30	9.96
3-00376	377	0.36	54	4.1	3.74	50	30	20	9.07
3-00376A	376	0	END	0.71	0.71	30	19	11	0.95

MOWING SOUTH FOR: AREA 5
SOUTH DISTRICT - SUSSEX COUNTY
2018-2020

TECHNICAL SPECIFICATIONS

INTENT:

It is the intent of this contract to provide for the mowing of vegetation of roadway shoulders on various roads over three (3), twelve-month periods.

DESCRIPTION:

Supply all materials, equipment and labor to mow vegetation on roadsides on various roads in Area 5, South District, Sussex County. Total area to be mowed shall be based on a total of 1,165.23 acres per year, assuming 4 cuts per year, for the three year contract.

GENERAL:

The following clauses relate to roadside mowing in the South District.

Whenever the word "Contractor" is used, it shall refer to the person or persons, company or corporation furnishing the services required.

In case of failure on the part of the Contractor to comply with the terms of the contract, Maintenance and Operations may proceed to take appropriate action in accordance with the provisions of the Contract Agreement contained herein.

Questions related to actual locations in the field should be directed to the South District Maintenance Engineer (Phone: 302-853-1305) after final contract execution.

The Department also reserves the right to add or remove mowing cycles, at the discretion of the Engineer. Such additional mowing cycles shall be paid for at the per acre price bid for the then-current calendar year of the contract. Similarly, removal of mowing cycles shall not be cause for any adjustments in unit pricing.

CANCELLATION:

Failure to complete the 1st, 3rd, or 4th mowing cycle within ten days after the respective completion date may result in termination of the contract by the Department. Failure to complete the 2nd mowing cycle by June 27th may result in termination of the contract by the Department. Termination of the contract shall be at the sole discretion of the District Maintenance Engineer. In the event of such cancellation, the Department's sole responsibility for payment shall be for that work which is satisfactorily completed on the termination date.

Liquidated damages shall accrue for that period between the end of the mowing cycle, and the date that the contract is terminated by the Department, in accordance with the section entitled Liquidated Damages of these Special Provisions.

MAINTENANCE OF TRAFFIC (MOT):

Traffic shall be maintained along the route of the project. The contractor shall provide and maintain ingress and egress for properties adjoining the work area. Activities that may temporarily interfere with property access shall be coordinated in advance with the property owner. Work shall be performed in a manner that will ensure the least practical obstruction to traffic, consistent with safety standards and shall comply with the latest edition of the manual entitled "Delaware Manual of Uniform Traffic Control Devices (MUTCD)", including revisions in effect at the time of advertisements for bids, here after referred to as the Traffic Control Manual.

All Traffic Control Devices shall be in new or refurbished condition; shall be in compliance with the Traffic Control Manual and with the NCHRP Report 350 / MASH as defined in section 'A' of the Traffic Control Manual and shall be approved by the engineer before installation. Traffic control devices shall be maintained in good condition for the duration of use. No equipment, gas or fuel can be stored within 30 feet of the roadway.

SIGNS:

All MOT devices shall comply with the Traffic Control Manual, and shall be installed in accordance with Case TA-1A of the Traffic Control Manual. The contractor shall utilize "MOWING AHEAD" and "END MOWING" signs to alert motorists of the mowing activity.

Payment for signs, standards and appropriate installation of such required equipment shall be incidental to the item "MOWING" of these Special Provisions.

EQUIPMENT:

Medium-duty tractor (2 or 4-wheel drive) with 3-point hitch or other suitable mower mount, as determined by the Engineer, with a minimum net engine horsepower of 50 and registered and licensed with the Division of Motor Vehicles, as required by law. Mower(s) shall be capable of mowing any slope within the limits of the right of way.

Tractor Mower: The tractor shall be equipped with the following safety devices:

- One set of turn signals with an auxiliary switch that will enable all four signals to be operated simultaneously.
- One set of headlights and tail lights.
- One set of stoplights.
- Slow Moving Vehicle symbol, clearly visible.
- One or more amber revolving or flashing (strobe) light(s), visible front and rear for a distance of 500 feet, as determined by the Engineer.

Install headlights, taillights, stop lights and turn signals to meet State Motor Vehicle Code Requirements for Light Trucks. Mower or mowers shall be designed to mow a minimum 5-foot swath and be of a flail, disc or rotary design with P.T.O. pump or direct-driven blade assembly.

MOWING, GENERAL NOTES:

All roadside vegetation shall require mowing to a maximum height of 6 inches. The Contractor shall mow continuously once mowing on a specified cycle starts in order to complete the cycle by the specified completion date.

The contractor shall be required to trim around telephone poles, electric poles, signposts, guardrail posts, delineator posts and standards as an incidental part of this item. Grass around these obstacles shall not exceed six inches (6") in height. At the contractor's discretion, trimming may be accomplished by mechanical means or through the use of herbicide(s).

If the contractor opts to utilize herbicides to control grass around such obstacles, he shall submit current label(s) and Safety Data Sheets representing the herbicide(s) he intends to use, along with his intended rate(s) of application. The Contractor must abide by any and all federal, state and local guidelines regarding application of herbicides.

Herbicides shall be applied around signposts so as to create a treated area with a radius of one foot (1') around the obstacle. For multiple post signs and guardrail posts, the application shall be continuous between the posts, extending one foot (1') to either side of the signboard and one foot (1') beyond the outside posts.

MOWING CYCLES:

The Department reserves the right to require the contractor to mow more than once any locations during any one mowing cycle as directed by the Engineer. The price per additional acre mowed shall remain the same as that bid for the current year. The contractor shall not be compensated if the additional mowing was the result of corrective action for an initially unacceptable mowing location. The contractor shall contact the South District Maintenance Engineer prior to starting work on each mowing cycle for authorization to begin work on that cycle.

Each Mowing Cycle shall commence upon approval from the South District Maintenance Engineer and shall be completed prior to the dates specified below of each year the contract is in effect. A minimum of 28 calendar days will be provided for the completion of each mowing cycle. All mowing cycles shall require that the contractor mow from the edge of the roadway or outside edge of the shoulder to the limits of the right of way.

The Department also reserves the right to add or remove mowing cycles, at the discretion of the Engineer. Such additional mowing cycles shall be paid for at the per acre price bid for the then-current calendar year of the contract. Similarly, removal of mowing cycles shall not be cause for any adjustments in unit pricing.

1st Mowing Cycle	May 21
2nd Mowing Cycle	June 25
3rd Mowing Cycle	August 20
4th Mowing Cycle	October 29

LOCATION OF WORK:

All mowing shall be conducted on rural 2-lane roads, as listed under "LOCATIONS."

WORKING DAYS:

The contractor shall not conduct mowing operations on Sundays or official Holidays unless approved in writing by the District Engineer. No mowing will be conducted after sunset or before sunrise, without the express and written permission of the District Engineer or his designee.

CONTRACTOR'S RESPONSIBILITY:

The contractor shall be responsible to remove litter and debris from the mowing area that would impede the actual movement or operations of mowing equipment or which creates a hazard to the motoring public or adjacent properties. The Contractor shall be responsible for disposal of any litter or debris removed. Payment for removal and disposal of litter and debris is incidental to "Mowing" item.

The contractor shall be responsible for all damages to private or public property incurred as a result of mowing operations. No claims are to be made by the contractor against the Department for any damages to his equipment.

The contractor shall be responsible to repair damaged turf areas caused by his mowing operations. Ruts, tire tracks and other disturbed areas shall be filled with approved topsoil and reseeded in accordance with the Standard Specifications. Scalped areas shall be reseeded in accordance with the Standard Specifications. The contractor shall mow on the right side of the roadway in each direction with the flow of traffic, as much as practicable.

Grading of roads or road/shoulder repair activity which impedes or prevents mowing or which could result in damage to mowing equipment shall be brought to the attention of the South District Engineer for remedial action.

The contractor is responsible to submit a tentative work schedule at the beginning of each work day to all Area Supervisors in each Area where mowing will take place that day. The schedule shall list the roads planned to be mowed that day, and can be submitted via fax or email to that appropriate Area Supervisor.

The contractor is responsible to supply a list of roadways completed to the appropriate Area Supervisor, to initiate the DelDOT inspection. This list should be provided as soon after mowing as practical in order to ensure proper inspection. No payment will be made for mowing without a list of all roadways completed being submitted, and the DelDOT inspection being completed.

"OZONE ACTION DAY" NOTIFICATION AND PROCEDURE

When notified by the Department that the following day has been designated as an "Ozone Action Day", mowing or related work utilizing fossil fuel powered engines may be eliminated or restricted at the direction of the Department. The Contractor shall be notified by the district Engineer via telephone, email, and/or facsimile transmission (FAX) prior to 4:30 PM of the day prior to the designated "Ozone Action Day". Mowing cycle completion dates shall be adjusted by an equal number of days, or portion per day, per mowing cycle affected, in numbers equal to the number of days for which mowing is not permitted or is restricted due to "Ozone Action Day" restrictions.

LIMITS OF RIGHT OF WAY:

Any questions regarding the limits of the right of way shall be referred to the District Maintenance Engineer or his designee.

INSURANCE:

The Contractor shall furnish proof of insurance coverage, as stated on page 14 of this ITB, to the Department and the Contractor shall save harmless the State of Delaware, the Department, its employees and/or agents as a result of operations performed under this agreement. The Contractor shall furnish proof of insurance with the execution of this contract. Proof of insurance for the final two years of this contract should be sent to the following address:

Department of Transportation
Division of Highways
P.O. Box 778
Dover, Delaware 19903

LIQUIDATED DAMAGES:

Failure to complete each mowing cycle in a satisfactory manner prior to the completion dates as stipulated under "MOWING CYCLE" shall be cause for assessment of liquidated damages in accordance with Section 108.09 of the Standard Specifications. Failure to complete a mowing cycle in a timely manner shall in no way alleviate the contractor from his responsibility to complete subsequent scheduled mowing cycles as stipulated.

These liquidated damages shall be deducted from any payment due the contractor.

METHOD OF MEASUREMENT:

Method of measurement shall be based on the actual number of acres of mowing as contained in these Special Provisions and as described under "Mowing Cycle", which shall be binding. There shall be no modifications to the quantities listed in the Proposal. It shall be the bidder's responsibility to reflect this condition in the bid as submitted.

BASIS OF PAYMENT:

Measured as provided herein, the acres of mowing will be paid for at the contract unit price bid per acre for mowing, which price and payment shall be full compensation for mowing, mobilization, maintenance of traffic, signs, all labor, equipment and incidentals necessary to complete the work. **Payment for performance and payment bond shall be apportioned equally over the entire period of the contract.** Payment will be made in conjunction with the payment for the Spring Mowing Cycle as detailed in these provisions. If the Department elects to extend the contract, the performance and payment bond shall not be paid again. The department reserves the right to increase or decrease the acreage listed in this contract.

PREAWARD EQUIPMENT/PERSONNEL DEMONSTRATION:

Prior to award of the contract, the contractor may be required, at the discretion of the Department and at his expense, to assemble his proposed equipment and personnel and demonstrate to the satisfaction of the Maintenance Engineer, the Maintenance Superintendent, or District personnel that his equipment and personnel meet the contract specifications.

FUNDING:

Work included in this proposal for years 2 and 3 is dependent on the passage of legislation for the upcoming Fiscal Year(s). It is the intent of the Department to award this Contract prior to the passage of the legislation with funding for years 2 and 3.

"Notice to Proceed" for the Contract will be issued at such time as the Legislature approves funding for years 2 and 3. No work shall be started prior to receipt of "Notice to Proceed". It is to be understood that the contract may be terminated prior to issuance of the "Notice to Proceed". If the Contract is so terminated, all costs incurred by the contractor shall be borne by the contractor. If the Contract is terminated for reasons beyond the intent of this note, the provisions of Section 108.11 of the Standard Specifications will apply.

CONSTRUCTION AREAS

Areas which come under construction during the life of this contract shall be removed from the contract and payment reduced by the contract bid price per acre for the duration of the construction. Areas to be removed shall be as determined by the Engineer or his designee.

Title: **MOWING SOUTH AREA 1-5, CY 18-20**

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
									\$0.00
									\$0.00

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	

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

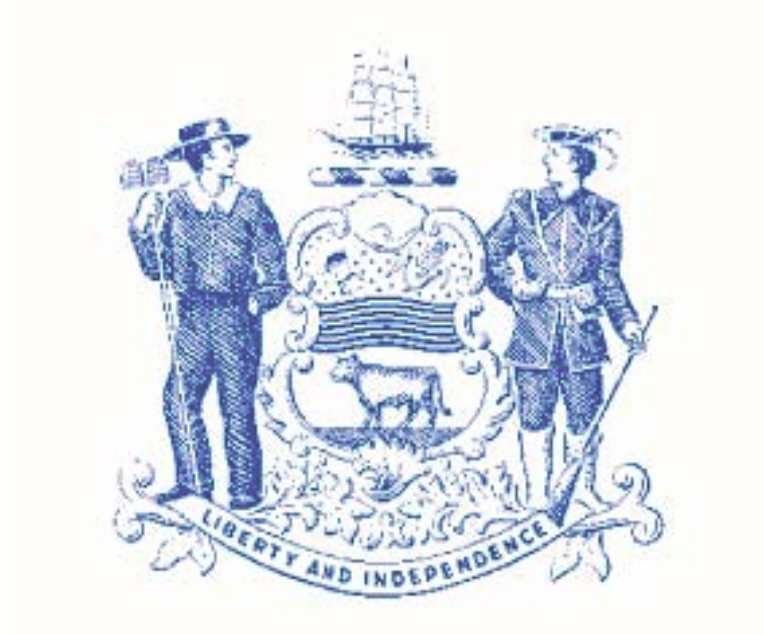
Office of Supplier Diversity Certification Application

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.**

STATE OF DELAWARE
Department of Transportation
Contract No. DOT1713-MOWING_SAREA 1-5
Contract Title: MOWING SOUTH AREA 1-5, CY18-20

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. One (1) paper copy of the properly completed **Bid Form(s)**. (See Attachments F1 – F5)
7. **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.

STATE OF DELAWARE
Department of Transportation
Contract No. DOT1713-MOWING_SAREA 1-5
Contract Title: MOWING SOUTH AREA 1-5, CY18-20

Attachment: A

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.

<input type="checkbox"/>	Corporation
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	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: CERT. NO.: _____	Certification type(s)	Circle all that apply	
	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 _____

STATE OF DELAWARE
Department of Transportation
Contract No. DOT1713-MOWING_SAREA 1-5
Contract Title: MOWING SOUTH AREA 1-5, CY18-20

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

Name of Surety (Seal)

_____ (Seal)

Title

STATE OF DELAWARE
Department of Transportation
Contract No. DOT1713-MOWING_SAREA 1-5
Contract Title: MOWING SOUTH AREA 1-5, CY18-20

Attachment: C

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 (Signature)	8. DATE SIGNED
6b. TITLE OF PERSON SIGNING		
PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR		
9a. NAME OF PERSON SIGNING	10. BY (Signature)	11. DATE SIGNED
9b. TITLE OF PERSON SIGNING		

STATE OF DELAWARE
Department of Transportation
Contract No. DOT1713-MOWING_SAREA 1-5
Contract Title: MOWING SOUTH AREA 1-5, CY18-20

Attachment: D

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.

Attachment: E

CONFIDENTIALITY FORM

☐ **By checking this box**, the Vendor acknowledges that they are not providing any information they declare to be confidential or proprietary for the purpose of production under 29 Del. C. ch. 100, Delaware Freedom of Information Act.

[illegible]

Note: Add additional pages as needed.

BID PROPOSAL FORMS

Contract ID: **DOT1713-MOWING_SAREA 1-5**

UNLESS OTHERWISE DIRECTED, SUBMIT ALL FOLLOWING PAGES TO:

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

Identify the following on the outside of the sealed envelope:

- Contract Number T201806103.01**
- Name of Contractor**

NOTE: This contract contains five separate mowing areas in Sussex County. Bidders may bid on any one, or all five (5) areas. However, bidders must bid on all items in whichever area they bid.

DELAWARE DEPARTMENT OF TRANSPORTATION
SCHEDULE OF ITEMS

Attachment: F1

CONTRACT ID: DOT1713-MOWING_SAREA 1-5 PROJECT(S) : MOWING FOR: **AREA 1** - SUSSEX COUNTY

All figures must be typewritten or legibly handwritten in ink.

CONTRACTOR :

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS CTS	BID AMOUNT DOLLARS CTS
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SECTION 0001 AREA 1 - MOWING SOUTH, CY 2018-2020

0010	908510 MOWING CY2018	1792.490		
	ACRE			
0020	908510 MOWING CY2019	1792.490		
	ACRE			
0030	908510 MOWING CY2020	1792.490		
	ACRE			
0040	763510 PERFORMANCE AND PAYMENT BOND	LUMP	LUMP	
	SECTION 0001 TOTAL			
	TOTAL BID FOR AREA 1			

DELAWARE DEPARTMENT OF TRANSPORTATION
SCHEDULE OF ITEMS

Attachment: F2

CONTRACT ID: DOT1713-MOWING_SAREA 1-5 PROJECT(S) : MOWING FOR: **AREA 2** - SUSSEX COUNTY

All figures must be typewritten or legibly handwritten in ink.

CONTRACTOR :

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS CTS	BID AMOUNT DOLLARS CTS
------------	---------------------	----------------------------------	-----------------------------	-----------------------------

SECTION 0001 AREA 2 - MOWING SOUTH, CY 2018-2020

0010	908510 MOWING CY2018	1469.450		
	ACRE			
0020	908510 MOWING CY2019	1469.450		
	ACRE			
0030	908510 MOWING CY2020	1469.450		
	ACRE			
0040	763510 PERFORMANCE AND PAYMENT BOND	LUMP	LUMP	
	SECTION 0001 TOTAL			
	TOTAL BID FOR AREA 2			

DELAWARE DEPARTMENT OF TRANSPORTATION
SCHEDULE OF ITEMS

Attachment: F3

CONTRACT ID: DOT1713-MOWING_SAREA 1-5 PROJECT(S) : MOWING FOR: **AREA 3** - SUSSEX COUNTY

All figures must be typewritten or legibly handwritten in ink.

CONTRACTOR :

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS

SECTION 0001 AREA 3 - MOWING SOUTH, CY 2018-2020

0010	908510 MOWING CY2018	ACRE 1553.07				
0020	908510 MOWING CY2019	ACRE 1553.07				
0030	908510 MOWING CY2020	ACRE 1553.07				
0040	763510 PERFORMANCE AND PAYMENT BOND	LUMP	LUMP			
	SECTION 0001 TOTAL					
	TOTAL BID FOR AREA 3					

DELAWARE DEPARTMENT OF TRANSPORTATION
SCHEDULE OF ITEMS

Attachment: F4

CONTRACT ID: DOT1713-MOWING_SAREA 1-5

PROJECT(S) : MOWING FOR: AREA 4 - SUSSEX COUNTY

All figures must be typewritten or legibly handwritten in ink.

CONTRACTOR :

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS

SECTION 0001 AREA 4 - MOWING SOUTH, CY 2018-2020

0010	908510 MOWING CY2018	ACRE 1503.230				
0020	908510 MOWING CY2019	ACRE 1503.230				
0030	908510 MOWING CY2020	ACRE 1503.230				
0040	763510 PERFORMANCE AND PAYMENT BOND	LUMP	LUMP			
	SECTION 0001 TOTAL					
	TOTAL BID FOR AREA 4					

DELAWARE DEPARTMENT OF TRANSPORTATION
SCHEDULE OF ITEMS

Attachment: F5

CONTRACT ID: DOT1713-MOWING_SAREA 1-5

PROJECT(S) : MOWING FOR: **AREA 5** - SUSSEX COUNTY

All figures must be typewritten or legibly handwritten in ink.

CONTRACTOR :

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS CTS	BID AMOUNT DOLLARS CTS
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SECTION 0001 AREA 5 - MOWING SOUTH, CY 2018-2020

0010	908510 MOWING CY2018	ACRE 1165.230		
0020	908510 MOWING CY2019	ACRE 1165.230		
0030	908510 MOWING CY2020	ACRE 1165.230		
0040	763510 PERFORMANCE AND PAYMENT BOND	LUMP	LUMP	
	SECTION 0001 TOTAL			
	TOTAL BID FOR AREA 5			