



DELAWARE DEPARTMENT OF TRANSPORTATION

State of Delaware

Invitation to Bid

Title: **HERBICIDE APPLICATION**

Contract ID: **DOT1903-HERB_APP**

- Deadline to Respond -

Tuesday April 23, 2019

PRIOR TO 2:00 P.M. Local Time

Bids shall be submitted to:



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



QUESTIONS are to be submitted via e-mail to dot-ask@delaware.gov.

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

ALL BIDDERS:

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

INVITATION TO BID -

I. DEFINITIONS AND GENERAL PROVISIONS

I.A – GENERAL PROVISIONS

I.B – AWARD AND EXECUTION OF CONTRACT

I.C – GENERAL AUTHORITY

I.D – EQUAL OPPORTUNITY

II. SPECIAL PROVISIONS

III. TECHNICAL SPECIFICATIONS

IV. BID QUOTATION REPLY SECTION

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

1 – SAMPLE MONTHLY USAGE REPORT (Sample Report 1)

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

3 – OFFICE OF SUPPLIER DIVERSITY (OSD) APPLICATION INFORMATION

4 – NO BID REPLY FORM

5 – PROPOSAL REPLY REQUIREMENTS

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

ATTACHMENT A – NON-COLLUSION STATEMENT

ATTACHMENT B – SUBCONTRACTOR INFORMATION FORM

ATTACHMENT C – BUSINESS REFERENCES

ATTACHMENT D – CONFIDENTIAL AND PROPRIETARY INFORMATION

ATTACHMENT E – BID FORM – (Paper)

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

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

I. DEFINITIONS AND GENERAL PROVISIONS

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

DEFINITIONS

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

STATE: The State of Delaware

AGENCY: Delaware Department of Transportation.

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

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

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

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

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

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

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

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

ITB: Invitation to Bid.

LOCAL TIME: Eastern Standard Time/Eastern Daylight Time

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

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

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

SECTION I.A - GENERAL PROVISIONS

1. BID INVITATION

See "Definitions".

2. PROPOSAL FORMS

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

3. INTERPRETATION OF ESTIMATES

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

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

4. SILENCE OF SPECIFICATIONS

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

5. EXAMINATION OF SPECIFICATIONS AND PROVISIONS

The bidder shall examine carefully the proposal and the contract forms for the material contemplated. The bidder shall investigate and satisfy itself as to the conditions to be encountered, quality and quantities of the material to be furnished, and the requirements of the Special Provisions and the contract. The submission of a proposal shall be conclusive evidence that the bidder has made examination of the aforementioned conditions.

6. PREPARATION OF PROPOSAL

- a. **The bidder's proposal shall be written in ink or electronically entered** on the form provided.
- b. The proposal shall show a unit and 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

The Bid Bond has been waived.

11. DELIVERY OF PROPOSALS

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



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

12. WITHDRAWAL OF PROPOSALS

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

13. PUBLIC OPENING OF PROPOSALS

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

14. PUBLIC INSPECTION OF PROPOSALS

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

15. DISQUALIFICATION OF BIDDERS

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

- a. More than one proposal for the same contract from an individual, firm, or corporation under the same or different names.
- b. Evidence of collusion among bidders.
- c. Unsatisfactory performance record as evidenced by past experience.

- d. 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 (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) years from contract execution. The contract may be extended for two (2) additional, one-year terms 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 'full' term of the contract. All prices shall be quoted in U.S. Dollars.

5. PRICE ADJUSTMENT

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

6. 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/>.

7. FUNDING OUT

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

8. BID BOND REQUIREMENT

The Bid Bond requirement has been waived.

9. PERFORMANCE BOND REQUIREMENT

The Performance Bond requirement has been waived.

10. 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. Product 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.

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

Delaware Department of Transportation
Contract No. DOT1903-HERB_APP
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.

11. BASIS OF AWARD

The Delaware Department of Transportation shall award this contract by county 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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

vendusage@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.

Accurate 2nd Tier reports shall be submitted to the Office of Supplier Diversity at vendusage@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.

19. **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.

20. **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.

21. **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.

22. **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.

23. 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.

24. BID/CONTRACT EXECUTION

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

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

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

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

25. 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 B, and are subject to Agency approval and acceptance.

26. 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 Agency. Only those subcontractors identified in Attachment B are considered approved upon award. Changes to those subcontractor(s) listed in Attachment B must be approved in writing by the Agency.

27. 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.

28. LIFE CYCLE COSTING

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

29. ENVIRONMENTAL PROCUREMENT PRODUCTS

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

30. TERMINATION 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. SUBCONTRACTS

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

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.

36. 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>.

37. CONFIDENTIALITY

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

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

Vendor(s) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information. If a Vendor feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended for selection. Vendor(s) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the ITB number. The envelope must contain Attachment D 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 D should be completed by checking the appropriate box found at the top of the attachment.

38. 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(s). Paper copies must contain original signatures in all locations requiring signatures.

39. 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

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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.

Title: HERBICIDE APPLICATION

III. TECHNICAL SPECIFICATIONS

INTENT

The intent of this contract is to provide for the application of herbicide solutions within the Delaware Department of Transportation right of way, to the following locations:

Islands (surface-treated, hot-mix and concrete), guardrails, around selected signposts to maintain a weed-free condition on islands and under guardrails and to control brush encroachment into the Right of Way at selected locations.

It is the intent of the Department to award this contract by County with the exception of Limited Access Roads.

By reference, the following specifications are incorporated herein:

The specifications entitled "Delaware Standard Specifications, for Road and Bridge Construction, August, 2016", hereinafter referred to as the Standard Specifications, Supplemental Specifications, the Special Provisions, notes on the Plans, this Bid Proposal, and any addenda thereto shall govern the work to be performed under this contract.

Supplemental Specifications to the August 2016 Standard Specifications
Effective as of the 12-28-2018 Additions & Revisions
and included by Reference

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

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

SAFETY

The contractor shall provide and be responsible for the safe operation of all factory-installed warning lights on the truck and a cab-mounted revolving or flashing amber light. Flashing strobes or revolving lights shall be mounted so as to be visible from all directions for a distance of five hundred feet (500').

In addition, the rear of the truck shall be equipped with a directional flashing arrow panel measuring 48" by 96" and a truck-mounted attenuator. Truck-mounted attenuators (TMA) supplied shall be certified as conforming to NCHRP report 350 criteria, and the Contractor shall supply the Federal Highway Administration's NCHRP-350 acceptance for the device supplied prior to the use of the equipment.

All safety equipment shall be built and installed in compliance with the manual titled "Delaware Traffic Controls for Streets and Highway Construction, Maintenance, Utility and Emergency Operations," revised February 1, 2000, (Traffic Control Manual) and any revisions thereto that may come into effect during the life of this contract.

MAINTENANCE OF TRAFFIC:

Traffic shall be maintained along the route of this project during herbicide application.

The contractor shall provide and maintain ingress and egress to the properties abutting the work project. Activities which temporarily interfere with property access shall be coordinated in advance with the property owners.

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The contractor and all others shall perform all work in a manner that will insure the least practicable obstruction to traffic consistent with safety and shall comply with the manual titled, "Delaware Manual on Uniform Traffic Control Devices" (DE MUTCD), and any revisions thereto that may come into effect during the life of this contract.

Typical Applications (TA)—Depending on the location of the work, the following Typical Applications shall be applicable.

TA Number	TA Title	Example Roads
4	Shoulder closure on two Lane Roads with shoulder (Mobile operations)	DE 8, DE 54
4A	Shoulder closure on a Multi-Lane, Divided Highway with shoulder (Mobile operations)	US13, US113
17	Mobile Lane closure on a two-lane road without shoulder	DE 9, DE 30
35	Short Duration and Mobile Operations on a Multi-Lane, Divided Highway with a Single Lane Closure	All interstate, freeways, expressways, and/or dual lane highways without shoulders.

No equipment or spraying material can be stored within 30 feet of the traveled roadway. Maintenance of traffic shall be included in and considered incidental to the pay item set up in this proposal.

SHADOW VEHICLE

The contractor shall supply a shadow vehicle equipped with an appropriate truck-mounted attenuator and operated as described in the Traffic Control Manual and these Project Notes. Cost for the supply of the shadow vehicle, operator, and associated equipment shall be incidental to the price bid for Item 801500, Maintenance of Traffic, All-inclusive.

Shadow vehicle shall not be used for the purpose of a lane closure, but rather as advance warning to overtaking vehicles and as protection for the sprayer operator(s).

INSPECTION

Signposts, Guardrail and Traffic Islands-The State will conduct inspections of all guardrail and traffic control islands on or about June 1, July 15 and September 1, of each year the contract is in force.

Brush Spraying-The State will conduct inspections of all brush sites treated under this item on or about April 30 of the year following application to verify that the areas specified for treatment show indication of efficacy of the treatment.

The cost of any retreatment shall be included in the price bid for such work.

MATERIALS

Herbicides, Spreader Stickers, Wetting & Drift Control Agents

The contractor shall select and furnish all materials as listed above and supply specific product labels and proposed tank mixes with the sealed bid for review and approval by the Department together with intended rates of application for each. Herbicides, herbicide rates and/or formulations determined by the Department to be inappropriate may be cause for rejection of bid (s).

Glyphosate Formulations

Only formulations of glyphosate with a full aquatic label shall be utilized on this contract.

Drift Control Agents

All tank mixes shall include an EPA-approved drift control agent as part of the mix.

HERBICIDE APPLICATION PERSONNEL

The contractor shall be responsible for the selection and training of all application personnel, in strict accordance with State and Federal certification requirements. All contractor's personnel must hold a current State of Delaware Commercial Pesticide Applicator's Certification in the Right of Way category. Photocopies of the contractor's personnel's certifications shall be submitted to the Department prior to issuance of the Notice to Proceed and Purchase Order.

CONTRACTOR'S RESPONSIBILITY

The contractor shall be responsible for the safe handling, mixing and application of herbicides. It shall be the contractor's responsibility to save harmless the Delaware Department of Transportation and its personnel from any acts for damages caused by the contractor or his personnel.

The contractor should visit all sites prior to bidding and be completely aware of all off-target vegetation, to include but not be limited to any ornamental, agronomic and arboreal considerations. The contractor shall be responsible for any damage to off-target vegetation and shall replace, or make restitution for, any plant material damaged by application of herbicide or growth regulators, as specified under this contract, at his own expense.

DeIDOT may designate certain areas as, "Sensitive," or, "No-Spray" areas. It shall be the contractor's responsibility to be aware of the locations and avoid applications within the limits of these areas. A list of these areas is included herein and any updates will be supplied to the contractor at the Pre-Construction Meeting.

All work is to be performed in strict accordance with the provisions of the Delaware Pesticide Applicator's Law.

SENSITIVE NO-SPRAY AREAS

The following areas shall NOT be treated, regardless of indication on treatment lists or maps.

New Castle County

- Newport Gap Pike(41) between McKennans Church Road(N276) and Graves Road(N277)
- 2827 Newport Gap Pike(41), guardrail, between Faulkland Road(N270) and Hercules Road(N282)
- Barley Mill Road(N259), just west of SR141, guardrail on curve
- Pleasant Hill Road (N301) between Corner Ketch Road (N324) and Union Road (308) at Middle Run Bridge
- Lancaster Pike(48), SE direction from Hercules Rd.(N282) continuing 0.3 miles
- Veale Rd(N210). – GR between W. Greenbriar Rd. & Sunset Lane
- Harvey Rd.(N209) – NE corner of Harvey Rd. & Sconset Rd.
- Marsh Rd.(N23)- At intersection of Millers Rd.(South of Chestnut St.)

Kent County

- 2464 Hartly Road(K49), —approximately 1 mile west of Pearsons Corner on SR44
- Upper King Rd.(K4)- From Walnut Shade Rd. to Bison Rd.(K234)

Sussex County

- 17083 Gravel Hill Road(30), Milton—guardrail section at Ingram Branch
- Parker Rd.(S469) – between West Piney Grove(S329) & Bull Pine Rd.(S325)

EXCESS PLANT GROWTH

The Contractor shall be responsible for removal of any plant material within the treated area that grows to a height of twelve (12) inches (300mm) or more. Removal shall be by hand or mechanical means and all above ground portions of the plant(s) shall be removed from the treated area. Cost for any necessary plant material removal shall be borne by the Contractor.

Upon written notice of locations requiring removal of excess plant material, the Contractor shall initiate such work within seven working days, and continue work until all plant material is removed to the satisfaction of the Engineer. Failure to start work within seven days shall result in the assessment of liquidated damages in the amount of five hundred dollars (\$500.00) per day, until the work is initiated. Such assessment will be deducted from the monies owed the Contractor for any herbicide application work.

METHOD OF MEASUREMENT

The contractor shall be responsible to provide 90% control of all vegetation within the areas specified for the full growing season from the completion of application through November 15).

Areas or sites which are found to be at a level less than 90% shall be submitted in writing to the Contractor. Upon receipt of these locations, the Contractor shall initiate such work within seven working days, and continue work until all locations have been completed to the satisfaction of the Engineer. Failure to start work within seven days shall result in the assessment of liquidated damages in the amount of five hundred dollars (\$500.00) per day, until the work is initiated. Such assessment will be deducted from the monies owed the Contractor for any herbicide application work.

PREAWARD EQUIPMENT / PERSONNEL DEMONSTRATION

Prior to award of this contract, the contractor may be required, at the discretion of the Department and at his expense, to assemble his proposed equipment and personnel and to demonstrate to the satisfaction of the Department's personnel that his equipment and personnel meet contract Specifications.

BASIS OF PAYMENT

All applications of herbicides shall be paid for at 70% of the total price bid at the time of application completion, as outlined under "**LOCATIONS**". The remaining payments will be apportioned equally over the respective inspection period (s) as defined under "**INSPECTION**," upon completion of any necessary retreatments. Failure to complete the initial application first inspection date, shall be cause for forfeiture of the payment for that inspection.

Initial Expense (Item 763000) and Maintenance of Traffic (Item 801500) shall be paid at the total bid price each calendar year that the contract is in force. Invoicing for these items shall be included with initial bid.

WORKING HOURS

Working hours shall be as the contractor deems necessary to safely apply herbicides to the required locations, except that no work shall be conducted on State Holidays. Contractor may choose to work at night, but written approval for work outside of normal working hours must be obtained from the Roadside Environmental Administrator.

BEGINNING WORK

All work shall be performed at the contractor's option in order to meet inspection date reviews as described under "**INSPECTION**" and "**STARTING AND COMPLETION DATES**". However, work cannot begin on this contract until the "Notice to Proceed" has been issued (once for the contract) and the purchase order for the current year has been issued.

In subsequent contract years, the purchase order will not be issued until proper proof of insurance, as set forth under "**LIABILITY AND INSURANCE**," is provided to the Department of Transportation.

WORKSITE LOCATION NOTIFICATION

The Contractor shall notify the assigned Roadside Environmental Supervisor of his planned work sites on a daily basis. Notification may be by phone (voice) message or by email. Appropriate contact information will be presented to the Contractor by the Project Manager.

APPLICATION TRACKING EQUIPMENT (GPS/GIS)

Contractors spray vehicles shall be equipped with appropriate Application Tracking Equipment with the following capabilities:

- Capture and track application details
- Generate shapefiles for all applications

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▪ Generate reports that will include all information required by the Delaware Department of Agriculture. Daily reports shall include:

- Locations of applications
- Herbicides applied
- Quantities of herbicides applied
- Weather conditions at time of application
- Name & certification number of applicator personnel

Reports and shapefiles generated by the system shall be transmitted to the Roadside Environmental Administrator or his designee on at least a weekly basis.

FUNDING

Work included in this proposal is dependent on the passage of legislation for the upcoming Fiscal Year. It is the intent of the Department to award this Contract prior to the passage of the legislation. "Notice to Proceed" for the Contract will be issued at such time as the Legislature approves funding. 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 reason beyond the intent of this note, the provisions of Section 108.11 of the Standard Specifications, August, 2016 will apply.

911505 - HERBICIDE APPLICATION, BRUSH SPRAYING

Description:

This work consists of furnishing and applying herbicide solution(s) to vegetation along roadsides.

Materials:

The herbicide(s) for treatment shall be selected by the Contractor. Labels and Material Safety Data Sheets for the selected materials shall be submitted with the Contractor's bid.

Construction Methods:

The herbicide solution(s) shall be applied to all vegetation along the edge of the roadway from ground level to a vertical height of 14 feet (4.25 meters). Herbicide solutions shall also be applied to vegetation intruding from above the roadway to a vertical height of 14 feet (4.25 meters).

All herbicides shall be applied in accordance with the E.P.A. approved label.

Method of Measurement:

The quantity of herbicide application will be measured in lane - miles (lane - kilometers) as the actual length of roadside vegetation treated with herbicide. [i.e., A mile (kilometer) of roadway treated on one side will be measured as one lane - mile (lane - kilometer). A mile (kilometer) of roadway with vegetation treated on both sides will be measured as 2 lane - miles (lane - kilometers)].

Basis of Payment:

The quantity of herbicide application will be paid for at the Contract unit price per lane - mile (lane - kilometer). Price and payment shall constitute full compensation for furnishing all materials, applying the herbicide(s), for all labor, equipment, tools and incidentals necessary to complete the work.

12/7/01

911506 - HERBICIDE APPLICATION, GUARDRAIL

Description:

This work consists of furnishing and applying herbicide solution(s) to vegetation and soil surfaces along guardrail.

Materials:

The herbicide(s) for treatment shall be selected by the Contractor. Labels and Material Safety Data Sheets for the selected materials shall be submitted with the Contractor's bid.

Construction Methods:

The herbicide solution(s) shall be applied to vegetation and to the soil surface in a 4' (1.3 meter) band: 1' (.3 m) behind to 3' (1 meter) in front of guardrail from centerline of rail. Additionally, the Contractor shall be responsible for any vegetation that appears between the treated area and any **paved** shoulder, as directed by the Engineer.

All herbicides shall be applied in accordance with the E.P.A. approved label.

Method of Measurement:

The quantity of herbicide application will be measured in lane-miles (lane - kilometers) as the actual length of guardrail treated with herbicide. [(i.e. A mile (kilometer) of roadway with guardrail on one side will be measured as 1 lane-mile (1 lane - kilometer). A mile (kilometer) of roadway with guardrail on both sides will be measured as 2 lane-miles (2 lane - kilometers)].

Basis of Payment:

The quantity of herbicide application will be paid for at the Contract unit price per lane-mile (lane - kilometer). Price and payment shall constitute full compensation for furnishing all materials, applying the herbicide(s), for all labor, equipment, tools and incidentals to complete the work.

11/5/01

911507 - HERBICIDE APPLICATION, ISLAND

Description:

This work consists of furnishing and applying herbicide solution(s) to traffic islands.

Materials:

The herbicide(s) for treatment shall be selected by the Contractor. Labels and Material Safety Data Sheets for the selected materials shall be submitted with the Contractor's bid.

Construction Methods:

The herbicide solution(s) shall be applied to the surface of concrete bituminous, surface-treatment and/or hot mix islands, to include any existing vegetation, as directed by the Engineer.

All herbicides shall be applied in accordance with the E.P.A. approved label.

Method of Measurement:

The quantity of herbicide application will be measured by the acre (hectare) of surface area treated with herbicide material.

Basis of Payment:

The quantity of herbicide application will be paid for at the Contract unit price per acre (hectare). Price and payment shall constitute full compensation for furnishing all materials, applying the herbicide(s), for all labor, equipment, tools and incidentals to complete the work.

11/5/01

911508 - PRE-EMERGENT HERBICIDE APPLICATION

Description:

This work consists of furnishing and applying a pre-emergent herbicide solution(s) to soil surfaces.

Materials:

The herbicide(s) for treatment shall be selected by the Contractor and approved by the Engineer. Product Labels and Material Safety Data Sheets for the selected materials shall be submitted with the Contractor's bid.

Construction Methods:

The pre-emergent herbicide solution(s) shall be applied to the soil surface in accordance with the E.P.A. approved label.

Method of Measurement:

The quantity of pre-emergent herbicide application will not be measured.

Basis of Payment:

The quantity of pre-emergent herbicide application will be paid for at the Contract lump sum. Price and payment will constitute full compensation for furnishing all materials, applying the herbicide in aqueous solution, for all labor, equipment, tools, and incidentals to complete the work.

1/3/07

801500 - MAINTENANCE OF TRAFFIC – ALL INCLUSIVE

Description:

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

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

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

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

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

Materials and Construction Methods:

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

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

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

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

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

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

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

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

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

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

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

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

1. If work is being performed within 200 feet in any direction of an intersection that is controlled by a traffic signal, the flagger(s) shall direct the flow of traffic in concert with the traffic signals in construction areas to avoid queuing, unless active work prohibits such action. The flagger shall direct traffic to prevent traffic from queuing through an intersection (i.e., blocking an intersection).

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Only a Traffic Officer may direct traffic against the operation of a traffic signal and only until the operation occurring within the intersection is completed.

2. When a lane adjacent to an open lane is closed to travel, the temporary traffic control devices shall be set 2 feet (0.61 m) into the closed lane from the edge of the open lane, unless an uncured patch exists or actual work is being performed closer to the open lane with minimum restriction to traffic.
3. Except for "buffer lanes" on high volume and/or high speed roadways, lanes shall not be closed unless construction activity requiring lane closure is taking place, or will take place within the next hour. Lanes shall be reopened immediately upon completion of the work. Moving operations will require the lane closures be shortened as the work progresses and as traffic conditions warrant to minimize the length of the closure. The Contractor shall conduct construction operations in a manner so as to minimize disruption to traffic during peak hours and periods of heavy flow. The Department reserves the right to stop or change the Contractor's operations, if in the opinion of the Engineer, such operations are unnecessary at that time or the operations are unnecessarily impeding traffic.
4. Work in the vicinity of traffic signals, shall be scheduled to minimize the time during which the signal is operated without detectors, and prior approval from the Engineer shall be required. TMC shall be notified in advance of cutting a loop detector, and be immediately notified once the loop detector has been reinstalled. The Contractor shall provide sufficient advance notice of the loop detector work with the Engineer to ensure the aforementioned requirements are met.

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

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

At the end of each day's work, the Contractor shall correct all pavement edge drop-offs in accordance with Table 6G-1 in the Delaware MUTCD. This corrective work shall be accomplished with Temporary Roadway Material (TRM) unless an alternate method is specified in the Plans. All ruts and potholes shall be filled with TRM as soon as possible but no later than the end of each work day. Placement and Payment of TRM shall be completed in accordance with Section 403 of the Standard Specifications. If temporary elimination of a drop-off hazard cannot be accomplished, then the area should be properly marked and protected with temporary traffic control devices such as temporary barricades, warning signs, flashing lights, etc. as required by Section 6G.21 of the Delaware MUTCD.

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

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

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markings in compliance with Section 3 of the Delaware MUTCD. All conflicting or errant striping shall be removed as directed by the Engineer in compliance with the specifications for Item 817031 (Removal of Pavement Striping).

At the end of each day's operation and before traffic is returned to unrestricted roadway use, temporary striping shall be utilized when the existing pavement is milled and hot mix will not be placed the same day or more than a single course of hot mix is to be placed or permanent roadway striping cannot be placed on the same day as the placement of the final course of hot mix. Placement of temporary striping shall receive prior approval from the Engineer and the contractor shall apply temporary pavement markings in accordance with the requirements of Section 817 of Delaware Standard specifications and the Delaware MUTCD. Payment for temporary pavement striping shall be made at the unit price bid for item 748 - Temporary Striping. Payment for final striping will be included in the applicable striping item.

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

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

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

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

Certification:

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

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

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

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

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

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

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

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

Basis of Payment:

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

NOTE

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

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QUANTITY OF WORK

Item Number	Description	Quantity
911505	Herbicide Application, Brush Spraying-New Castle County	25 Lane Miles
911505	Herbicide Application, Brush Spraying-Kent County	25 Lane Miles
911505	Herbicide Application, Brush Spraying-Sussex County	25 Lane Miles
911505	Herbicide Application, Brush Spraying-Limited Access	25 Lane Miles
911505	Herbicide Application, Brush Spraying-STATEWIDE TOTAL	100 Lane Miles
911506	Herbicide Application, Guardrail-New Castle County	141.3 Lane Miles
911506	Herbicide Application, Guardrail-Kent County	50.16 Lane Miles
911506	Herbicide Application, Guardrail-Sussex County	43.01 Lane Miles
911506	Herbicide Application, Guardrail-Limited Access	105.57 Lane Miles
911506	Herbicide Application, Guardrail-STATEWIDE TOTAL	340.04 Lane Miles
911507	Herbicide Application, Islands-New Castle County*	47.21 Acres
911507	Herbicide Application, Islands-Kent County*	11.8 Acres
911507	Herbicide Application, Islands-Sussex County*	18.28 Acres
911507	Herbicide Application, Islands*-STATEWIDE TOTAL	77.29 Acres
911508	Pre-Emergent Herbicide Application, Signposts-New Castle County**	LUMP SUM
911508	Pre-Emergent Herbicide Application, Signposts-Kent County**	LUMP SUM

STATE OF DELAWARE
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 Contract No. DOT1903-HERB_APP

Item Number	Description	Quantity
911508	Pre-Emergent Herbicide Application, Signposts-Sussex County**	LUMP SUM
911508	Pre-Emergent Herbicide Application, Signposts-Limited Access**	LUMP SUM
<p>Quantities listed are for bidding purpose only. Actual quantities may vary according to conditions encountered in the field during the life of the contract. Only quantities actually treated shall be invoiced and paid.</p> <p>*Quantity refers to total surface area of islands within the District. Treatment pertains to the following guidelines: For Portland Cement or bituminous concrete islands, treat the expansion joints and cracks or fissures in the concrete surface, utilizing as narrow of a band as possible to obtain weed control. For surface treatment (tar and chip) islands, broadcast a calibrated herbicidal solution over the entire surface of the island.</p> <p>**Limited Access (I95, I495, I295, SR1 toll, US301): medians and shoulders; Arterial (US13, US113, US40, SR1 non-toll): medians only. Treat a one-foot (1') area around single posts; where multiple posts exist on a single sign, treat a two-foot (2') band centered on the sign panel, extending one foot from the outermost support post or pole.</p>		

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Department of Transportation
Contract No. DOT1903-HERB_APP

Title: HERBICIDE APPLICATION

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.

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

STATE OF DELAWARE
Department of Transportation

Informational Document- Sample Report 2.

FOR ILLUSTRATION PURPOSES ONLY

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

SAMPLE

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

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

Informational Document- 3.

State of Delaware
Office of Supplier Diversity
Certification Application

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

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

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

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



Complete application and mail, email or fax to:

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

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

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Contract No. DOT1903-HERB_APP
Contract Title: **HERBICIDE APPLICATION**

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

STATE OF DELAWARE
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Contract No. DOT1903-HERB_APP
Contract Title: **HERBICIDE APPLICATION**

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 Statement, **Attachment A**.
MUST HAVE ORIGINAL SIGNATURES AND NOTARY MARK
2. One (1) completed paper copy of the Subcontractor Information Form, **Attachment B**.
3. One (1) completed Business References form, **Attachment C**.
Please provide references other than State of Delaware contacts.
4. One (1) completed Confidentiality Form, **Attachment D**.
Please check box if no confidential or proprietary information is submitted.
5. One (1) completed paper copy of the Bid Form, **Attachment E Bid Form – (Paper)**.

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 as described above. Paper copies must contain original signatures. The CD or thumb drive must contain the full submittal, including any Excel sheets in Excel format.

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
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 Contract Title: **HERBICIDE APPLICATION**

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.

	Corporation
	Partnership
	Individual

COMPANY NAME _____ (Check one)

NAME OF AUTHORIZED REPRESENTATIVE _____

SIGNATURE _____ **TITLE** _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

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

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

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

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

ADDRESS _____

CONTACT _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

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

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

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

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____

STATE OF DELAWARE
 Department of Transportation
 Contract No. DOT1903-HERB_APP
 Contract Title: **HERBICIDE APPLICATION**

Attachment: B

SUBCONTRACTOR INFORMATION FORM

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

Number of SUBCONTRACTOR INFORMATION FORMS submitted: _____

STATE OF DELAWARE
Department of Transportation
Contract No. DOT1903-HERB_APP
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Attachment: C

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.

DELAWARE DEPARTMENT OF TRANSPORTATION
SCHEDULE OF ITEMSPAGE: 1
DATE:

CONTRACT ID: DOT1903.01

PROJECT(S): DOT1903-HERB_APP

All figures must be typewritten or handwritten in ink.

CONTRACTOR : _____

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

SECTION 0001 CALENDAR 2019-NEW CASTLE COUNTY

0010	911505 HERBICIDE APPLICATION, BRUSH SPRAYING	25.000 LAMI		
0020	911506 HERBICIDE APPLICATION, GUARDRAIL	141.300 LAMI		
0030	911507 HERBICIDE APPLICATION, ISLAND	47.210 ACRE		
0040	911508 PRE-EMERGENT HERBICIDE APPLICATION	LUMP	LUMP	
0050	763000 INITIAL EXPENSE	LUMP	LUMP	
0060	801500 MAINTENANCE OF TRAFFIC, ALL INCLUSIVE	LUMP	LUMP	
	SECTION 0001 TOTAL			

SECTION 0002 CALENDAR 2019-KENT COUNTY

0070	911505 HERBICIDE APPLICATION, BRUSH SPRAYING	25.000 LAMI		
0080	911506 HERBICIDE APPLICATION, GUARDRAIL	50.160 LAMI		

DELAWARE DEPARTMENT OF TRANSPORTATION
SCHEDULE OF ITEMS

PAGE: 2
DATE:

CONTRACT ID: DOT1903.01 PROJECT(S): DOT1903-HERB_APP

All figures must be typewritten or handwritten in ink.

CONTRACTOR :

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0090	911507 HERBICIDE APPLICATION, ISLAND	11.800 ACRE				
0100	911508 PRE-EMERGENT HERBICIDE APPLICATION	LUMP	LUMP			
0110	763000 INITIAL EXPENSE	LUMP	LUMP			
0120	801500 MAINTENANCE OF TRAFFIC, ALL INCLUSIVE	LUMP	LUMP			
	SECTION 0002 TOTAL					

SECTION 0003 CALENDAR 2019-SUSSEX

0130	911505 HERBICIDE APPLICATION, BRUSH SPRAYING	25.000 LAMI				
0140	911506 HERBICIDE APPLICATION, GUARDRAIL	43.010 LAMI				
0150	911507 HERBICIDE APPLICATION, ISLAND	18.280 ACRE				
0160	911508 PRE-EMERGENT HERBICIDE APPLICATION	LUMP	LUMP			
0170	763000 INITIAL EXPENSE	LUMP	LUMP			

DELAWARE DEPARTMENT OF TRANSPORTATION
SCHEDULE OF ITEMS

PAGE: 3
DATE:

CONTRACT ID: DOT1903.01 PROJECT(S): DOT1903-HERB_APP

All figures must be typewritten or handwritten in ink.

CONTRACTOR :

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0180	801500 MAINTENANCE OF TRAFFIC, ALL INCLUSIVE	LUMP	LUMP			
	SECTION 0003 TOTAL					

SECTION 0004 CALENDAR 2019-LIMITED ACCESS

0190	911505 HERBICIDE APPLICATION, BRUSH SPRAYING	LAMI	25.000			
0200	911506 HERBICIDE APPLICATION, GUARDRAIL	LAMI	105.570			
0210	911508 PRE-EMERGENT HERBICIDE APPLICATION	LUMP	LUMP			
0220	763000 INITIAL EXPENSE	LUMP	LUMP			
0230	801500 MAINTENANCE OF TRAFFIC, ALL INCLUSIVE	LUMP	LUMP			
	SECTION 0004 TOTAL					

DELAWARE DEPARTMENT OF TRANSPORTATION
SCHEDULE OF ITEMS

CONTRACT ID: DOT1903.01 PROJECT(S): DOT1903-HERB_APP

All figures must be typewritten or handwritten in ink.

CONTRACTOR : _____

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

SECTION 0005 CALENDAR 2020-NEW CASTLE COUNTY

0240	911505 HERBICIDE APPLICATION, BRUSH SPRAYING	25.000 LAMI				
0250	911506 HERBICIDE APPLICATION, GUARDRAIL	141.300 LAMI				
0260	911507 HERBICIDE APPLICATION, ISLAND	47.210 ACRE				
0270	911508 PRE-EMERGENT HERBICIDE APPLICATION	LUMP		LUMP		
0280	763000 INITIAL EXPENSE	LUMP		LUMP		
0290	801500 MAINTENANCE OF TRAFFIC, ALL INCLUSIVE	LUMP		LUMP		
	SECTION 0005 TOTAL					

SECTION 0006 CALENDAR 2020-KENT COUNTY

0300	911505 HERBICIDE APPLICATION, BRUSH SPRAYING	25.000 LAMI				
0310	911506 HERBICIDE APPLICATION, GUARDRAIL	50.160 LAMI				
0320	911507 HERBICIDE APPLICATION, ISLAND	11.800 ACRE				
0330	911508 PRE-EMERGENT HERBICIDE APPLICATION	LUMP		LUMP		

DELAWARE DEPARTMENT OF TRANSPORTATION
SCHEDULE OF ITEMS

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DATE:

CONTRACT ID: DOT1903.01 PROJECT(S): DOT1903-HERB_APP

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CONTRACTOR :

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0340	763000 INITIAL EXPENSE	LUMP	LUMP			
0350	801500 MAINTENANCE OF TRAFFIC, ALL INCLUSIVE	LUMP	LUMP			
	SECTION 0006 TOTAL					

SECTION 0007 CALENDAR 2020-SUSSEX COUNTY

0360	911505 HERBICIDE APPLICATION, BRUSH SPRAYING	LAMI	25.000			
0370	911506 HERBICIDE APPLICATION, GUARDRAIL	LAMI	43.010			
0380	911507 HERBICIDE APPLICATION, ISLAND	ACRE	18.280			
0390	911508 PRE-EMERGENT HERBICIDE APPLICATION	LUMP	LUMP			
0400	763000 INITIAL EXPENSE	LUMP	LUMP			
0410	801500 MAINTENANCE OF TRAFFIC, ALL INCLUSIVE	LUMP	LUMP			
	SECTION 0007 TOTAL					

DELAWARE DEPARTMENT OF TRANSPORTATION
SCHEDULE OF ITEMS

CONTRACT ID: DOT1903.01 PROJECT(S): DOT1903-HERB_APP

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CONTRACTOR : _____

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

SECTION 0008 CALENDAR 2020-LIMITED ACCESS

0420	911505 HERBICIDE APPLICATION, BRUSH SPRAYING	25.000 LAMI				
0430	911506 HERBICIDE APPLICATION, GUARDRAIL	105.570 LAMI				
0440	911508 PRE-EMERGENT HERBICIDE APPLICATION	LUMP		LUMP		
0450	763000 INITIAL EXPENSE	LUMP		LUMP		
0460	801500 MAINTENANCE OF TRAFFIC, ALL INCLUSIVE	LUMP		LUMP		
	SECTION 0008 TOTAL					

SECTION 0009 CALENDAR 2021-NEW CASTLE COUNTY

0470	911505 HERBICIDE APPLICATION, BRUSH SPRAYING	25.000 LAMI				
0480	911506 HERBICIDE APPLICATION, GUARDRAIL	141.300 LAMI				
0490	911507 HERBICIDE APPLICATION, ISLAND	47.210 ACRE				

DELAWARE DEPARTMENT OF TRANSPORTATION
SCHEDULE OF ITEMS

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CONTRACTOR :

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0500	911508 PRE-EMERGENT HERBICIDE APPLICATION	LUMP	LUMP			
0510	763000 INITIAL EXPENSE	LUMP	LUMP			
0520	801500 MAINTENANCE OF TRAFFIC, ALL INCLUSIVE	LUMP	LUMP			
	SECTION 0009 TOTAL					

SECTION 0010 CALENDAR 2021-KENT COUNTY

0530	911505 HERBICIDE APPLICATION, BRUSH SPRAYING	25.000 LAMI				
0540	911506 HERBICIDE APPLICATION, GUARDRAIL	50.160 LAMI				
0550	911507 HERBICIDE APPLICATION, ISLAND	11.800 ACRE				
0560	911508 PRE-EMERGENT HERBICIDE APPLICATION	LUMP	LUMP			
0570	763000 INITIAL EXPENSE	LUMP	LUMP			
0580	801500 MAINTENANCE OF TRAFFIC, ALL INCLUSIVE	LUMP	LUMP			
	SECTION 0010 TOTAL					

DELAWARE DEPARTMENT OF TRANSPORTATION
SCHEDULE OF ITEMS

PAGE: 8
DATE:

CONTRACT ID: DOT1903.01 PROJECT(S): DOT1903-HERB_APP

All figures must be typewritten or 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 0011 CALENDAR 2021-SUSSEX COUNTY

0590	911505 HERBICIDE APPLICATION, BRUSH SPRAYING	25.000 LAMI		
0600	911506 HERBICIDE APPLICATION, GUARDRAIL	43.010 LAMI		
0610	911507 HERBICIDE APPLICATION, ISLAND	18.280 ACRE		
0620	911508 PRE-EMERGENT HERBICIDE APPLICATION	LUMP	LUMP	
0630	763000 INITIAL EXPENSE	LUMP	LUMP	
0640	801500 MAINTENANCE OF TRAFFIC, ALL INCLUSIVE	LUMP	LUMP	
	SECTION 0011 TOTAL			

DELAWARE DEPARTMENT OF TRANSPORTATION
SCHEDULE OF ITEMS

CONTRACT ID: DOT1903.01 PROJECT(S): DOT1903-HERB_APP

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CONTRACTOR : _____

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

SECTION 0012 CALENDAR 2021-LIMITED ACCESS

0650	911505 HERBICIDE APPLICATION, BRUSH SPRAYING	25.000 LAMI				
0660	911506 HERBICIDE APPLICATION, GUARDRAIL	105.570 LAMI				
0670	911508 PRE-EMERGENT HERBICIDE APPLICATION	LUMP		LUMP		
0680	763000 INITIAL EXPENSE	LUMP		LUMP		
0690	801500 MAINTENANCE OF TRAFFIC, ALL INCLUSIVE	LUMP		LUMP		
	SECTION 0012 TOTAL					
	TOTAL BID					