**CONTRACT NO. FM-FY16-002R**

**Landscaping**

Bid packets must be received by
3 p.m.
Monday, June 20, 2016

Delaware State University
Room 316
Claiborne D. Smith Administration Building
1200 North DuPont Highway
Dover, DE 19901-2277

Point of Contact
Zafar Chaudhry
(302) 857-6270

**TO: ALL BIDDERS**

The enclosed packet contains a "REQUEST FOR PROPOSAL" (RFP) for Landscaping. The bid consists of the following documents:

**REQUEST FOR PROPOSAL – CONTRACT NO. FM-FY16-002R**

1. Definitions and General Provisions
2. Special Provisions, Request for Proposal, and Scope of Work
3. Bid Reply Section
    a. Non-Collusion Statement and Acceptance
    b. Bid Reply Section

Your bid and the Bid Reply Section must be executed completely and correctly and returned in a clearly marked envelope by 3:00 PM, Monday, June 20, 2016 to be considered.

Please review and follow the information and instructions contained in the General Provisions and this RFP. Should you need additional information, please call Zafar Chaudhry at (302) 857-6270.

Minority Business Enterprise (MBE) and Women Owned Business Enterprise (WBE) will be afforded full opportunity to submit bids and will not be subject to discrimination on the basis of race, color, national origin, or sex in consideration of this award.

Delaware State University reserves the right to extend the time and place for the opening of bids from that described in the advertisement, of not less than two (2) calendar days notice by certified delivery, facsimile transmission, or by verifiable electronic means to those bidders who obtained copies of the plans and specifications or contract descriptions. Delaware State University reserves the right to reject any and all items, bids and waive all informalities.

**TIME LINE ***

- **Mandatory Pre-bid** — **Tuesday, May 31, 2016 at 10:00 AM**
- **Questions due to University** — **Friday, June 3, 2016 at 10:00 AM**
- **Answers due to Contractor** — **Friday, June 10, 2016 at 5:00 PM**
- **Deadline for Final Addendum** — **Thursday, June 16, 2016 at 5:00 PM**
- **RFP responses due to University** — **Monday, June 20, 2016 at 3:00 PM**
- **Contractor Selection Date** — **TBD**
- **Anticipated Contract Start** — **TBD (Summer 2016 – possibly July 1st)**

* Each date subject to change

Note: All questions and answers shall be in writing

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**SECTION 100.00 BID GENERAL INFORMATION:**

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

| | |
|---|---|
| **State:** | The State of Delaware |
| **Board:** | The Delaware State University Board of Trustees |
| **University:** | The Delaware State University |
| **Designated Official:** | The person authorized to act for the Delaware State University Board of Trustees |
| **Inspector:** | Individual authorized by the University to act as its agent to inspect any feature of the material or work entering into the contract |
| **Bidder:** | Any individual, firm or corporation submitting a bid in the proper required form for furnishing the material and/or accomplishing the work as specified and acting directly or through a duly authorized representative |
| **Contractor:** | Any individual, firm or corporation with whom a contract is made by the University |
| **Surety:** | The corporate body which 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 this acceptable performance of the work for which he has contracted |
| **Bid:** | The offer of the bid submitted on the approved form and setting forth the bidder's prices for furnishing material and/or performing work described in the specifications |
| **Advertisement For Bid:** | The public announcement that the University is inviting bids covering work to be performed or materials or equipment to be furnished |
| **Bid Bond:** | The security designated in the bid to be furnished by the bidder as a guaranty of good faith to enter into a contract with the University if the work to be performed or the materials to be furnished is awarded to him |
| **Special Provisions:** | Special provisions are specific clauses setting forth conditions or requirements peculiar to the contract under consideration and covering the work, materials, products, or equipment involved in the bid |
| **Contract:** | The written agreement covering the furnishing and delivery of materials and/or services which shall consist of the following:<br>A. Bid by firm or individual furnishing materials and/or services<br>B. Agreement by the vendor to abide by all terms, conditions, specifications, and addenda of the bidding documents<br>C. Approved University purchase order |
| **Performance, Labor & Material Payment Bond:** | The approved form of security furnished by the Contractor and his surety as a guaranty of good faith on the part of the contractor to execute the work in accordance with the terms of the Special Provisions. |

## SECTION 200.00 PROPOSAL REQUIREMENTS AND CONDITIONS

**ALL PROPOSALS MUST BE MADE IN ACCORDANCE WITH THE FOLLOWING INSTRUCTIONS:**

**SECTION 200.1 Presentation of Bids**

A. Bids shall be presented on the forms issued with the specifications. Special lease or rental bids may be presented on vendor's forms. All blanks shall be properly filled in. Live signatures are required. Any alterations, erasures shall be initialed by bidder. The bid form shall be executed to show the amount bid. The total amount of the bid submitted shall be typed, or clearly printed in ink.

B. Bids shall be received at the Office of Purchasing, (unless otherwise indicated), Delaware State University, 1200 N. DuPont Highway, Dover, Delaware, 19901-2277, not later than the time stated in the advertisement. Bids will be received in a sealed envelope and plainly marked as follows:

**Contract No.: FM-FY16-002R**

**Name of Bidder:**

_____

**Date of Opening: Monday, June 20, 2016**
**3:00pm**

C. No responsibility shall be attached to any persons for the premature opening of any bids not properly identified. (See "B" under Paragraph 1).

D. The bidder bears all responsibility for insuring that their bid is received on time. Delaware State University bears no responsibility for bids being received late.

**SECTION 200.2 Bid Guaranty**

A. All bid bids exceeding $10,000 in cost, shall be accompanied with a bid bond or certified check drawn on a solvent bank or trust company licensed to do business with the State of Delaware unless WAIVED under section titled: "Special Provisions." The bid bond or certified check shall be drawn to the order of the Delaware State University in the amount of at least ten percent (10%) of the total price (including all alternates).

B. Upon the execution of a formal contract and agreement, the Bid Bond will be returned to the successful bidder. The deposits of the unsuccessful bidder will be returned to them immediately upon the awarding of the contract, or the rejection of all bids, but in any event, no later than ninety (90) days after the opening of the bids.

C. Should a successful bidder, on being notified in writing by the University, fail to execute the Notification of Award and Agreement contract and furnish satisfactory Performance, Labor and Material payment bond (if requested under Special Provisions) within twenty (20) days from date of receipt, the award of the contract may be rescinded and the certified check or bid bond become liable up to the full amount and the bidder liable for any difference in the bid, which the University may be obligated to award to another bidder because of the omission or refusal of the successful bidder to execute the contract and Performance bond as aforesaid.

D. If no award of the contract is made, all checks will be returned to the depositor within ninety days of the opening bid.

**SECTION 200.3 Bid Withdrawals**

A. A bidder may withdraw his bid after it has been deposited with the University if such request is made prior to the time set for the opening of the bid.

B. Any bidder exercising the privilege of withdrawing his bid (bids) waives all claims that may arise should it be found that his opened bid, is for any reason, unacceptable to the University.

**SECTION 200.4 Bid Openings**

A. Bids received after the time set for will not be given consideration.

**SECTION 200.5 Rejections of Bids**

Any one (1) or more of the following causes may be considered sufficient reason for the disqualification of a bidder and the rejection of his bid:

A. Evidence of collusion among bidders and failure to execute non-collusion statement and execute Order 11246.

B. More than one (1) bid for the same contract from an individual firm, or corporation under the same, or different names. (excluding special lease or rental bids). This does not apply to agents, or brokers representing more than on principal, when separate bids are submitted.

C. Unsatisfactory performance record as proven by past experience with the University.

D. Delaware State University may request prospective bidders to answer a questionnaire and file a financial statement containing a complete statement of the bidder's financial ability and experience in performing such work. If the University is not satisfied with the sufficiency of the answers to the questionnaire or financial statements, the owner may refuse the prospective bidder submitting such unsatisfactory answers access to the plans and specifications for the work and the bid of any such bidder may be disregarded.

E. Unit prices are obviously unbalanced either in excess, or below reasonable cost analysis value and/or in excess of the budget.
F. Any unauthorized additions, interlineations, conditioned or alternate bids, or irregularities of any kind which may tend to make the bid incomplete, indefinite, or ambiguous in meaning.
G. Lack of bid bond or certified check accompanying unless waived under "Special Provisions."
H. Delaware State University reserves the right to waive any informalities in bids received and to accept or reject any or all items bid.
I. Failure to submit with bid, the latest manufacturer's technical specifications on substitutions or "or equal" products.

**SECTION 200.6 Notification of Award and Agreement**
A. Upon notification by Delaware State University that the bid has been accepted, the successful bidder shall agree to execute a formal contract, within twenty (20) days, with the University, embodying the bid which he has submitted consistent with the specifications, terms and conditions provided (and provide Performance, Labor & Material payment bonds if required under special provisions). Such contract shall make provisions for all Federal, State and City antipollution, conservation and environmental protection ordinances, rules and regulations which will be involved in the execution of the contract. The cost for any anti-pollution, conservation or environmental protection control activity that is not specified in the contract, or otherwise provided for, but becomes necessary, or is deemed desirable by the University after contract has been awarded, shall be paid in accordance with Section 6904 (E) of the Delaware Code.
B. The notification of award and agreement shall not be considered final until a purchase order has been approved by the University and received by the successful bidder.

**SECTION 200.7 Termination of Contract**
A. Delaware State University reserves the right to annul any contract if, in its opinion, there is failure at any time to perform adequately the stipulations of this request for proposal, and/or the general conditions, special provisions and detailed specifications which are attached and made part of this bid, or in any case of any attempt to willfully impose upon the University materials, products, workmanship or service which is, in the opinion of the University, of an unacceptable quality.

**SECTION 200.8 Performance, Labor & Material Payment Bond**
A. The successful bidder will (when requested under Section: "Special Provisions") be required to furnish satisfactory bonds for the faithful Performance, Labor & Material payment, guarantee periods and the satisfactory completion of all work as specified.
B. The bonds shall be paid for by the contractor and shall cover the total amount of the contract price. Bonds must accompany the executed contract award and agreement.
C. Failure to submit properly executed bonds within twenty (20) days may result in the University awarding contract to the next lowest responsible bidder.

**SECTION 200.9 Non-Collusion Statement**
A. Delaware State University requires a sworn statement to accompany all bids, executed by, or on the behalf of the person, or corporation submitting the bid, certifying that such person, or corporation has not either directly, or indirectly participated in any collusion with such contract. The form for this sworn statement is included herein and must accompany bids being submitted. (See Section 700)

**SECTION 200.10 Compliance Certificate**
A. In compliance with the applicable requirements of Executive Order No. 11246, all bidders submitting bids shall properly execute the "General Compliance Certificate and Agreement of Vendors and Subcontractors" form submitted herein. The form must accompany bids being submitted.

**SECTION 200.10 EXECUTIVE ORDER 11246**
**GENERAL COMPLIANCE CERTIFICATE AND AGREEMENT OF VENDORS AND SUBCONTRACTORS**

To: _____AND ITS SUBSIDIARY CORPORATIONS

EXECUTIVE ORDER 11246

The undersigned Contractor agrees and certifies, unless otherwise exempt, that it is in compliance with the applicable requirement of Executive Order 11246 as set forth below, or will take steps to comply with such requirements prior to acceptance of any order from us. This agreement and certificate shall form a part of, and be deemed incorporated in each order submitted to you for supplies or services exceeding $10,000 if and so long as required by Executive Order No. 11246 and regulations issued hereunder by the Office of Federal Contract Compliance, Equal Employment Opportunity.

A. EQUAL OPPORTUNITY CLAUSE

During the performance of this contract the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, 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 officer, setting forth the provisions of this non-discrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees place by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency-contracting officer advising the labor union or workers' representative of the Contractor's commitments under section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to all employees and applicants for employment.

4. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto; and will permit access to his books, records, accounts by the contracting agency of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965 and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor will include the provisions of Paragraph (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such section with respect to any subcontractor's purchase order as the contracting agency may direct as a means of enforcing such provisions including sanction for non-compliance; provided however, that in the event the Contractor becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction by contracting agency, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

B. CERTIFICATE OF NONSEGREGATED FACILITIES

Contractor does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. Contractor agrees that a breach of this certification is in violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants, and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking foundations, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications in his files, and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods).

C. NOTICE OF PROSPECTIVE SUBCONTRACTORS OR REQUIREMENTS OF NONSEGREGATED FACILITIES

A certificate of Nonsegregated Facilities must be Submitted prior to the award of a subcontract exceeding $10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontractor or for all subcontracts during a period (i.e. quarterly, semiannually, or annually). Note: The penalty for making false statements in offers is prescribed in U.S.C. 1001.

D. AFFIRMATIVE ACTION COMPLIANCE PROGRAM

Contractor agrees to develop a written Affirmative Action Compliance program for each of its establishments as required by Section 60 140 Title 41 of the Code of Federal Regulations.

E. EMPLOYER INFORMATION REPORT (EEO-1 STANDARD FORM 100)

Contractor has filed standard Form 100, entitled "Equal Employment Opportunity Employer Information Report EEO-1" as required by Section 60-1-7 of Title 41 of the code of Federal regulations.

- ❑ We are exempt from filing SF 100 (EEO-1) as defined above (check if applicable).

SIGNATURE OF BIDDER

_____

My Commission Expires:

_____

Notary Public

CORPORATE SEAL

_____

BY:

_____

ATTEST:

_____

SWORN to and SUBSCRIBED before me this _____

Secretary

day of _____, 20_____.

City of _____ County of _____ State of _____

## SECTION 300.00 GENERAL CONDITIONS

**SECTION 300.1 Interpretation of Estimates**

A. The estimate of quantities given in the bid are considered approximate and given as a basis for comparison of bids. Delaware State University reserves the right to increase, or decrease the quantity of any item as deemed necessary.

**SECTION 300.2 Prices Quoted**

A. Items covered by this bid are exempt of all Federal and State taxes. Such taxes shall not be included in prices quoted.

B. Prices quoted shall include F.O.B. Delaware State University freight prepaid, installed as directed and all charges imposed during the life of the contract.

C. Bids submitted by the bidder shall be binding for a period of ninety (90) days from the opening date of bid unless requested for an additional period of time under "Special Provisions."

D. Delaware State University does receive Federal Grants; therefore, all bidders should keep in mind that the University is entitled to the privilege of using GSA contracts.

**SECTION 300.3 Use of Trade Names**

A. In every case where a trade name is used for the purpose of identification and simplifications, it shall be understood that merchandise of equal quality and similar features will be subject to acceptance by Delaware State University. However, Delaware State University reserves the right to make the final determination as to whether or not the merchandise offered is in fact of equal quality with similar features.

**SECTION 300.4 Or Equal Bids**

A. Substitution of products offered by bidders other than specified, may be considered, provided the bidder furnishes (with his bid) the manufacturer's latest brochure, which shall contain complete specifications to enable Delaware State University to compare and determine if article (s) and/or services offered comply with the intent of the specifications herein and will be satisfactory for the work to be accomplished. Failure to provide this information with the bid may result in rejection of bid. Delaware State University shall be the sole judge of equivalencies.

**SECTION 300.5 Merchandise Sample**

A. Before any contract is awarded, the successful bidder will (when requested under "Special Provisions") furnish a complete statement of the origin, composition, manufacturer and sample of any or all materials or items used in the contract for the purpose of evaluating and testing.

**SECTION 300.6 Warranty**

A. Bidders shall include in their bid, a statement on conditions and terms of warranty of all items and/or services to be provided.

B. Defects occurring during the warranty period shall be made good and/or corrected by the contractor without cost to Delaware State University.

C. The contractor must submit warranty to the University that all materials and equipment furnished under this contract will be new unless otherwise specified, and that all work be of good quality, free from faults and defects and in conformance with the specifications.

D. Verification and inspection upon delivery of materials or services (s) will be performed by representatives of the University and will be rejected if found defective in any way, and not conforming with specifications.

**SECTION 300.7 Delivery**

A. Time is of the essence and may be a factor considered in making the award. List delivery and/or completion date in indicated space on bid form.

B. The bidder agrees to deliver all equipment and/or perform all work in accordance with its specifications.

C. All cartons and packages being delivered directly or indirectly to the University shall show identifying purchase order number and contain a packing list indicating quantities being shipped. Deliveries must be made to location indicated on purchase order.

**SECTION 300.8 Liquidated Damages**

A. If requested under section "Special Provisions" a designated sum will be deducted by Delaware State University from monies due vendor, not as a penalty, but as liquidated damages for failure to deliver/complete within the time limit specified. Saturdays, Sundays and state legal holidays will be excluded from the computations for the assessment of liquidated damages.

**SECTION 300.9 Laws to be Observed**

A. The Contractor is presumed to know and shall strictly comply with all national, state and county laws and city or town ordinances and regulations in any manner affecting the conduct of the work or delivery. The Contractor shall indemnify and save harmless the State of Delaware, Delaware State University and all officers, agents and servants thereof against any claim of liability arising from or based upon the violation of any such laws, ordinances, regulations, orders or decrees whether by himself or his employees.

B. All necessary permits, licenses, insurance policies, etc., required by local state or federal laws shall be provided by the contractor at his/her own expense and shall be made available for inspection upon request by authorized personnel of Delaware State University.

**SECTION 300.10 Contract Documents**

A. The complete specifications together with all addenda shall be accepted by parties to the contract and bound for the execution of the work herein completed and required.

B. Delaware State University reserves the right to recall plans and specifications at any time before or after bids are received, in which case all plans and specifications must be immediately returned to the University.

**SECTION 300.11 Obligation of Bidder**

A. Before submitting bids, bidder shall inform themselves fully of the nature of the work by personal examination of the site, the drawings, and specifications and by such other means as they consider necessary as to matters, conditions and considerations bearing on or in any way affecting the preparation of their bids and the contract. They shall not at any time after submitting their bid, dispute or complain of such drawings or the specifications and the general conditions, nor assert that there is any misunderstanding in regard to the location, extent or nature of work to be performed.

**SECTION 300.12 Billing**

A. The successful bidder (s) is required to bill upon completion, delivery, and installation as specified. All invoices must be identified by the approved purchase order received and be forwarded to:

**Delaware State University**
**Invoices@desu.edu**
**1200 N. DuPont Highway**
**Dover, DE 19901-2277**

**SECTION 300.13 Terms of Payment**

A. Delaware State University will authorize and process invoices properly identified by a valid purchase order for payment normally within thirty (30) days after date of receipt, completion of services, UNLESS vendor indicates a discount for prompt payment. Such discounts for prompt payment must be clearly indicated on all invoices. Failure to properly identify invoices with a valid purchase order number will result in payment being withheld until such time invoice is identified and/or all changes have been authorized in writing. Forms of payment for services will only be in CHECK form.

B. Delaware State University may make partial payment on any Contract provided Contractor complies with all General Terms of Condition as stated herein.

**SECTION 300.14 Funding Out**

A. The continuation of this contract is contingent upon funding appropriation by the Delaware General Assembly and/or funding duly authorized by the Delaware State University Board of Trustees.

**SECTION 400.00 SPECIAL PROVISIONS:**

**The following "Special Provisions" shall be considered by all Bidders as part of this Contract:**

400.0 BID OPENING, TIME AND PLACE: All bids must be received no later than 3:00 P.M., Monday, June 20, 2016. Bids received after this time and date **will not** be accepted.

| | EVALUATION CRITERIA | POINTS |
|---|---|---|
| | | |
| 1 | Experience, reputation and years in the business. Past and present similar contracts to demonstrate technical experience and ability | 40 |
| 2 | Bonding (if applicable), References, Flexibility, Resources | 15 |
| 3 | Overall Cost - Pricing | 45 |
| | TOTAL SCORE | 100 |

400.1 CONTRACT REQUIREMENTS: This contract will be issued to provide landscaping services for Delaware State University.

400.2 CONTRACT PERIOD: The contract for the goods and/or services herein shall be valid for two (2) years. There is an option to renew the contract for one (1) additional year by negotiation between the vendor and Delaware State University. Agreement on renewal option must be completed 90 days prior to the expiration of the contract.

400.3 POINT OF CONTACT: The sole point of contact for purposes of this RFP is Zafar Chaudhry, Associate Vice President for Contract and Procurement Administration, zchaudhry@desu.edu Delaware State University, (302) 857-6270. Any and all changes or modifications affecting this contract in any matter shall be subject to written approval of the Purchasing Department.

400.4 PRICES: Prices shall remain firm until all of the terms and conditions contained herein are satisfied.

400.5 BID BOND REQUIREMENTS: Required

400.6 PERFORMANCE & PAYMENT BOND REQUIREMENTS: Required

400.7 BASIS OF AWARD: This contract shall be awarded to the most responsible bidder who best meets the requirements of the University and the terms and conditions of the bid. The award will be made on the basis of the capability of the vendor, warranty against defects in material and workmanship, quality of proposed agreement, price, and prior service history. Delaware State University reserves the right to reject any or all bids, in whole or in part, to make partial awards, award by type, item for item, or lump sum, whichever may be most advantageous to the University.

400.8 PRE-BID MEETING: Mandatory, Tuesday, May 31, 2016 at 10:00 AM. Meeting to be held in Delaware State University Facilities Management Building, Conference Room.

400.9 DELAWARE BUSINESS LICENSE: All firms must have a Delaware business license as required by Delaware Code, Title 30, Section 2102.

401.0 HOLD HARMLESS: The vendor shall agree by offering a bid on this contract, that they shall indemnify and hold the State of Delaware and Delaware State University harmless from and against any and all claims for injury, loss of life, or damage to, or loss of property caused, or alleged to be caused, by acts of omissions of the vendor, its employees, and invitees on or about the premises and which arise out of the vendor's performance, or failure to perform as required by the University in this agreement.

401.1 NON-PERFORMANCE: **In the event the vendor does not fulfill its obligations under the terms and conditions of this contract due, the ordering department may purchase any equivalent product and/or service on the open market. Any differences in the cost between the contract prices herein and the price of the open market shall be the responsibility of the vendor. Under no circumstances shall monies be due to the vendor in the event the open market products can be obtained below contract cost. Any monies charged to the vendor may be deducted from an open invoice.**

**SECTION 400.00 SPECIAL PROVISIONS con't:**

401.2 FORCE MAJEURE: Neither the vendor nor the University 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 of any situation that may prevent performance under the terms and conditions of this contract.

401.3 BID/CONTRACT EXECUTION: Both non-collusion statement and the compliance certificate that is enclosed with this request for proposal and the contract form delivered to the successful bidder for signature **MUST** be executed by a representative who has the legal capacity to enter the organization into a formal contract with Delaware State University.

401.4 AMENDMENTS: The University reserves the right to amend this RFP at any time prior to the opening date. Addendum's, if necessary, will be issued a minimum of three (3) days prior to the date of opening. All amendments issued by the University must be acknowledged as to the receipt of the same. This signed amendment must be included in your bid package. **Failure to include this acknowledgement may be basis for rejection of the bid.**

401.5 PUBLIC INFORMATION: Offerors must give specific attention to the identification of any portion of their bid that they deem confidential or proprietary information. This information is usually restricted to financial statements, patent or copyright information, or information concerning personnel which is considered confidential.

401.6 SITE INVESTIGATION: As applicable, offerors are expected to inspect the sites where services are requested and satisfy themselves as to all general and local conditions that may affect or impact the cost of the contract. Under no circumstances, will failure to inspect the site (s) constitute grounds for any claim, or additional costs after the award of the contract.

401.7 CANCELLATION OF CONTRACT: In the event of unsatisfactory performance, Delaware State University reserves the right to cancel this contract upon written notice.

**SECTION 500.00 SPECIFICATIONS:**

**All Work/Material (s)/services under this Contract MUST MEET OR EXCEED THE FOLLOWING MINIMUM ACCEPTABLE SPECIFICATIONS:**

500.1 COMPLAINCE: Unless the offerors bid expressively states otherwise, the offerors agrees to comply with all terms, conditions, special provisions, specifications, and addendums of this contract. Any or all exceptions must be clearly identified in the proposal.

500.2 NON-DISCRIMINATION/EQUAL OPPORTUNITY/AFFIRMATIVE ACTION: The policy of the University, both traditionally and currently, is that discrimination against any individual, for reason of race, color, creed, national origin, sex, handicap, or age, is specifically prohibited. Accordingly, the University uses as one of its purchasing criteria, the affirmative action of its vendors in providing equal employment opportunities for all minority groups.

500.3 ASSIGNMENT: Neither party may assign or subcontract any of its rights or obligations under the contract in whole or in part. Any attempted assignment under the contract shall be void and of no effect.

500.4 SPECIFICATIONS: The successful bidder (s) shall provide the following items, meeting at a minimum, and the specifications as listed:

**SECTION 600.00 GENERAL SPECIFICATIONS:**

**A.** **General:** The Contractor shall perform maintenance and repair of grounds, landscaping and associated structures. The Contractor shall perform mowing, trimming, edging, aeration, and fertilization; weed and brush control; flower bed services; tree and shrub pruning; tree and stump removal; erosion control; debris, drain, catch basins, and ditch cleanup; soil sampling for deficiencies of pH; inspecting and correcting damage caused by pest infestation, herbicide and pest control services, vehicles, and storms; landscaping operations; and other services as required herein to provide complete grounds maintenance. In order to successfully implement the University's Landscaping Plan, it is necessary to contract with a local company to provide landscaping services for roadways, streets, parking lots sidewalks, service areas, receiving stations, fire lanes, fire hydrants, security, health, dining service areas, and from the entrances of all buildings, including steps, stairs, and stoops. The contractor shall provide safety data sheets for all chemicals utilized for landscaping. All work shall be performed by qualified personnel in accordance with applicable laws, regulations, and documents which include, but are not limited to DNREC required operations and University developed annual and long range plans.

**B.** **Call to Action:** The Landscaping Contractor will be called to action at the sole discretion of the University. Call to action typically will occur during scheduled events and it is determined that a potential hazardous condition exists or will exist. The Contractor pledges that they will have available equipment and manpower necessary to provide adequate landscaping services when called to action.

**C.** **Equipment and Manpower:** The Contractor is required to provide adequate equipment and manpower to maintain the following schedule:
**Note: At the discretion of the University, the University will provide temporary storage space for contractor equipment and supplies. University will not provide any office space.**

1. **Main Campus** **2x per week**
2. **Courtyard** **2x per week**
3. **Village 1, 2, 3** **2x per week**
4. **Living & Learning Commons** **2x per week**
5. **Capitol Park** **1x per week**
6. **Sport Annex** **1x per week**
7. **DSU @ Wilmington** **2x per week**
8. **Hunn Property** **2x per month**
9. **Agriculture Field (adjacent to the University) 2x per month (April – October)**
10. **Baseball Field** **2x per week (In Season)**
    a. **Infield & Outfield cut to 2-2 ½ inch height**

**b. Aeration twice a year (Fall & Spring)**
**c. Top Dress twice annually**
**d. Weed Killing**
**e. Once a year grass rolling of infield**
**f. Cutting once per week during off season (weather permitting)**

**11. Softball Field 2x per week (In Season)**
**a. Infield & Outfield cut to 2-2 ½ inch height**
**b. Aeration twice a year (Fall & Spring)**
**c. Top Dress twice annually**
**d. Weed Killing**
**e. Once a year grass rolling of infield**
**f. Cutting once per year during off season (weather permitting)**

**12. Practice Football Field 2x per week**
**a. Cut to 2-2 ½ inch height**
**b. Once a year grass rolling of field**
**c. Cutting once per week during off season (weather permitting)**

**D. Pricing:** Landscaping pricing shall be provided per week pricing to include all supplies, fuel, material, equipment, and labor to accomplish Landscape Plan.

**E. Turf Damage, Other Damage:** All damage caused by the negligence of the Contractor or employees of the Contractor, shall be repaired in a timely manner at the exclusive cost of the Contractor.

**F. Excess Material:** Contractor will be fully responsible for the clean-up of all excess material remaining. This is to include parking lots, all entrances, and sidewalks. Disposal of Landscaping maintenance debris will not be allowed on University Property. Only garbage can be disposed of in the appropriate containers provided by the Waste Management Vendor for the University.

**G. Work Area/System Description:** Grounds are those areas which encompass buildings and facilities and include lawn areas, ornamental bushes, natural athletic planning surfaces and trees. Grounds areas covered under this Contract include, but are not limited to, the following:

- Open grass areas
- Common grounds areas
- Playgrounds and recreational areas
- Athletic fields
- Maintenance areas
- Warehouse areas
- Transportation vehicle storage and staging areas
- Street side area adjacent to the main campus
- Hunn Property mowing (reduced schedule)
- Capital Park
- Sports Annex
- University Courtyard (billed separately)
- University Village
- Main Campus
- DSU @ Wilmington
- Living and Learning Commons
- Agriculture Field (adjacent to the University on College Road)

The landscaping contractor shall provide to the University a campus schedule indicating areas to be mowed and maintained. This layout will provide the university a clear understanding which areas on the campus will be mowed during services provided for the following areas:

1. Main Campus
2. Courtyard
3. Village 1, 2 & 3

4. DSU @ Wilmington
5. Living and Learning Commons
6. Capitol Park
7. Hunn Property
8. Sports Annex
9. Baseball Field
10. Softball Field
11. Practice Football Field

**Note: Campus map will be provided by the University.**

**H.** **Reporting Requirements:** The Contractor shall prepare, submit, and maintain all records and reports as specified.

***Service and Maintenance needs to be completed in accordance with the DNREC Delaware Erosion & Sediment Control Handbook current edition

***ALL DNREC Reports (Checklists & Documentation) need to be submitted to the University on a monthly basis for compliance with reporting standards

**I.** **Scheduled Tasks:** The Contractor shall perform the tasks below on a recurring or scheduled basis and record the work under approved recurring schedules as submitted and approved by the University.

1. **Turf Management Mowing:** The Contractor shall maintain the grounds and road shoulders for the areas specified. The Contractor shall adjust all mower deck heights to three inches and in accordance with the manufacturer's specifications. Grass shall be cut to a uniform height. Grass cutting is to be accomplished using mulching type mowers and performed in such a manner that it is not uneven or rough and is free of scalping, rutting, and bruising. Accumulated grass clumps shall not be allowed to remain on turf areas after cutting. The Contractor shall collect and dispose of any grass clippings which fall or blow onto streets or sidewalks by the end of the work day. The Contractor shall ensure that all ruts are repaired within two working days of lawn mowing completion. Grass in ditches shall be maintained and cut in such a way that the flow of water will not be impeded during storms and heavy rainfall.

2. **Other Responsibilities:** Prior to mowing, the Contractor shall pick up and remove all rubbish, debris, and trash (which includes, but is not limited to, leaves, rocks, paper, pine cones, limbs, and other portable objects) within the maintenance area and all trash, papers, leaves, and limbs lodged in shrubs, hedges, fences, and along foundation walls. All clipping rubbish, debris, and trash removed shall be properly disposed of as directed by the Facilities Department. In conjunction with mowing services, the Contractor shall inspect grounds for trash and debris buildup, possible fire hazards, and pest activity.

3. **Edging:** Edging of sidewalks, driveways, curbs, and other paved surfaces and around plant beds and other cultivated areas shall be performed once per week. Edging is to be even and accomplished in a manner such that it is free of scalping, rutting, bruising, and roughing. The Contractor shall make clean vertical cuts at the junction of turf or soil and concrete and do so in a manner that does not cause erosion by ditching. All edging debris shall be collected and disposed of on the same day the material is generated.

4. **Weeds and Other Noxious Plant Control:** The Contractor shall control weeds and unwanted grasses on a monthly basis during the growing season unless otherwise directed by the University. The Contractor shall remove weeds and grasses from the base of plantings, around plant pits, and all sand volleyball courts in order to protect and enhance the appearance of the campus. The Contractor shall not use power equipment within ten inches of the base of plants for any purpose. Weed control shall be accomplished by using cultural, manual, chemical, and mechanical control. Manual methods shall result in the complete removal of weeds and their roots. Mechanical methods shall be used for trimming and edging the perimeter of mulched areas only. The Contractor shall replace trees, shrubs, and plants that are damaged by power equipment or

chemicals with the same species and size within five working days of damage. Cutting off or mowing weeds within mulched areas is not an acceptable practice. Weed control shall be provided around surfaced, parking, storage areas, and fenced in areas. Growth of vegetation in paved and unpaved parking and storage areas, cracks in paved roads, and sidewalk and curbing joints shall be prevented as required from April through November. Growth of vegetation on unpaved roads shall be prevented.

5. **Trimming:** The Contractor shall perform trimming in conjunction with each mowing or as directed by the University. The grass shall be trimmed from around trees, shrubs, cultivated areas, fences, poles, guard posts, fire hydrants, buildings, structures, parking lot bumper blocks, walls, sprinkler heads, valves, and other similar objects to match the height and appearance of surrounding vegetation without causing damage to desirable vegetation. String trimmers shall not contact the bark of the tree, shrubs, or building skirting. After trimming, all cuttings and other debris shall be removed from the sidewalks and paved areas and disposed of properly.

6. **Aeration:** The Contractor shall aerate turf areas (Baseball & Softball Fields) annually using a core type aerator. The Contractor shall only perform aeration when turf areas are not frozen and when the soil moisture content allows a two to three inch core to be extracted. The Contractor shall aerate turf areas in a cross-directional manner to ensure all areas are completed. Aeration is not limited to the Baseball & Softball Fields and shall be considered in other areas deemed necessary on an as needed basis across the University.

7. **Retention basins:** The Contractor shall maintain areas in and along all retention basins on an annual basis. This includes, but is not limited to, removal of debris from the basins and repair of animal burrows to prevent erosion. The Contractor shall remove all manmade dams to permit free flow of the stream. The Contractor shall remove from the head walls and end walls all unwanted vegetation that includes, but is not limited to, trees and grass. Retention Basins Service and Maintenance needs to be completed in accordance with the DNREC Delaware Erosion & Sediment Control Handbook current edition. In addition, ALL DNREC Reports (Checklists & Documentation) need to be submitted to the University on a monthly basis for compliance with reporting standards. (See section 1100.00**)**

8. **Landscape Mulching:** The Contractor shall mulch semi-annually or as directed by the University. The Contractor shall mulch throughout all plant and shrub beds and around designated ornamental and shade trees for weed and grass control, soil conservation, and to minimize moisture evaporation. The mulch cover shall consist of hardwood or other materials approved by the University and shall be free of grass and weeds. Old mulch shall be removed to accommodate the new mulch. Mulch shall be added to a minimum depth of three inches and a maximum depth of four inches and shall extend beyond the perimeter of beds to established borders such as sidewalks, pavements, curbs, or walls. Mulch around designated ornamental and shade trees that are not growing in plant or shrub beds shall extend out from the base of each tree for a distance of 18 inches. All Beds will be completed within two weeks of initial mulching. Contractor must validate all existing mulch beds.

9. **Leaf Collection:** The Contractor shall provide leaf collection in the Fall and Spring of each year, visiting each area on a weekly cycle, until all leaves are collected at the University's discretion. The Contractor shall generally begin leaf collection in October, weather permitting, and only after directed to commence by the University and continue until all leaves are gathered at the University's discretion. The Contractor shall also perform leaf collection and removal in March, weather permitting, and only after directed to commence by the University and continue until all areas are cleaned at the University's discretion. The Contractor shall remove leaves from all turf areas, shrub beds, roadways, parking areas, fence lines, stair wells and window wells. Leaf removal shall be conducted at the direction of the University.

10. **Provide Leaf Disposal:** The Contractor shall remove all accumulated leaf and other debris to an off-Installation location and dispose of it in accordance with current State regulations.

11. **Planting:** The Contractor shall plant trees, shrubs, hedges, plants, and grasses as designated by the University to replace those lost to disease, winter kill, drought and damage, natural disasters, and those with unsightly appearance. Replacement vegetation shall be of the identical species and in like numbers. In addition, the replacement shall be of identical size, when appropriate, for all vegetation; maximum diameter size for tree replacement shall be of six inches. Stakes and guy wires shall be removed one year after planting of the tree, and as required. The work shall include bed preparation, planting, mulching, guying, watering, and wrapping on a year round basis. Plants which lean or sag shall be straightened and plants which develop more than a normal amount of settlement shall be adjusted. Native collected materials may be used when available. Plant materials shall conform to industry standards as outlined in ANSI Z60.1 1980 (American Standards for Nursery Stock). Allowable tree sizes are as follows:

    - Shade trees: 1 3/4 to 2 inches in diameter or 10 to 12 feet in height.
    - Flowering trees: 3/4 to 7/8 inches in diameter or 6 to 8 feet in height.
    - Evergreen trees: 4 to 5 feet in height.
    - Shrubs: container grown, no less than 2 gallon container
    - Shrubs: balled and burlapped, no less than 18 inches in height and spread

12. **Planting Requirements:** The Contractor shall plant balled and burlapped or container grown tree or spade obtained trees and balled or container grown shrubs having ball sizes and ratios conforming to ANSI Z60.1 and in accordance with the University. Excavation for trees and shrub placement shall be at least 1.5 times root ball size in depth and width. The Contractor shall use planting soil composed of seven parts by volume topsoil and three parts by volume organic amendment and seed or sedge peat fertilizer and water retention amendment as the label directs. The Contractor shall ensure the pH is between 5.0 and 5.5 for azaleas, gardenias, and holly, and between pH 5.5 and 6.5 for all other shrubs. Tree and shrub replacement shall be accomplished between March 1 and November 1 each year; however, no planting shall be performed when the ground is frozen. The Contractor shall water newly planted trees and shrubs as needed unless otherwise directed by the University. This watering is generally necessary until the planted trees and shrubs have completed the first growing season.

13. **Pruning and Trimming:** The Contractor shall trim and prune shrubs, ground covers, native plants, and trees planted in improved grounds. The Contractor shall trim hedges, bushes, and shrubs. The Contractor shall be responsible for trimming all trees and shrubs that block lights, signage, and/or safety devices.

    Contractor shall provide Tree Pruning/Services up to and not limited to the following Arborist Specifications and the American National Standard for pruning, ANSI A300:

    Coarse pruning: (see diagram) removal of deadwood greater than two inches diameter and any hazardous branches.

    Medium pruning: (see diagram) includes Coarse pruning, plus removal of deadwood greater than one inch diameter and specialty treatments (raising branch height, site clearance, crossing or broken branches, thinning canopy).

    Fine pruning: (see diagram) includes Medium pruning, plus removal of all deadwood and any water sprouts, suckers and crossing branches; inspection for health conditions.

    Climber should inspect to the tip of every branch. Up to 15% of canopy may be removed for light and air penetration.

    Raising branches: removal of lowest branches to a prescribed height for appropriate clearance needs. Generally 8 feet over sidewalks, 14 feet over streets,

and a variety of heights for mower clearance (only if needed).

Natural Target Pruning: removal of branches using a 3-cut process and protecting the branch collar.

**Pruning Objectives**

A300 provides two basic objectives.

**(1)Hazard Reduction Pruning** (HRP) is recommended when the primary objective is to reduce the danger to a specific target caused by visibly defined hazards in a tree. For example, HRP may be the primary objective if a tree had many dead limbs over a park bench.

**(2)Maintenance Pruning** (MP) is recommended when the primary objective is to maintain or improve tree health and structure, and includes hazard reduction pruning. An example here might be to perform a MP operation on a front yard tree.

**Pruning Types**

HRP and MP should consist of one or more of the pruning types noted below.

**Crown Cleaning** shall consist of the selective removal of one or more of the following items: dead, dying or diseased branches, weak branches and waterspouts.

**Crown Thinning** shall consist of the selective removal of branches of increase light penetration, air movement and reduce weight.

**Crown Raising** shall consist of the removal of the lower branches of a tree to provide clearance.

**Crown Reduction, or Crown Shaping** decreases the height and/or spread of a tree.

Consideration should be given to the ability

**Vista Pruning** is selective thinning of framework limbs or specific areas of the crown to allow a view of an object from a

**Crown Restoration** should improve the structure, form and appearance of trees that have been severely headed, vandalized,

14. **Shrub Pruning:** All shrubs, bushes, hedges, and other cultivated plants are to be pruned according to their natural growth habit for proper health, attractive appearance in the appropriate season, and to prevent interference with pedestrian and vehicular traffic. Shrub pruning shall be accomplished throughout the year. Pruning is to be done in a manner so as to:
    a) Prevent growth in front of windows, over entrance ways or walks, and in all areas in which growth will obstruct vision at street intersections
    b) Remove and dispose of dead, damaged, and diseased wood
    c) Evenly form and balance the shrub, bush, and plant
    d) Maintain the established hedge shape and appearance.

15. **Tree Pruning:** Pruning shall evenly form and balance the tree, promote proper health and growth, and prevent interference with pedestrian and vehicular traffic. Trees are to be pruned to a uniform height; tree growth around the base of the tree shall be removed. Pruning is to be done in a manner so as to:
    a) Remove dead, damaged, and diseased wood, parasitic vegetation, and structurally weak limbs that may cause a safety hazard.
    b) Remove branches to provide clearance over sidewalks, parking lots, driveways, buildings and roofs, eaves, and windows that are in danger of damage.
    c) Remove branches to provide clearance for buses, moving vans, and similar vehicles along streets and road systems.
    d) Cut back branches that overhang and grow into power lines.
    e) Shape the entire tree rather than notch the top.

f) Prevent growth of small trees in front of windows, over entrance ways or walks, and in areas in which growth will obstruct vision at street intersections and within a 6 foot radius of facilities.
g) Promote proper health, growth, and appearance.
h) Contractor shall provide a 1yr plan for pruning all trees on campus.

See above Section I: Item 13 for additional Pruning Specifications

16. **Preventative Care of Shade Trees:** Pruning, guying, and fertilizing of shade trees shall be in accordance with the National Arborist Association Standards for pruning, guying, and fertilizing shade trees.

17. **Plant, Ground Cover, and Vine Planting:** The size of plants, ground cover, and vines shall follow the guidelines found above. Plant, ground cover, and vine replacements shall be accomplished between March 1 and June 1.

**J.** **Unscheduled Tasks**: The Contractor shall perform the tasks described below when initiated and will be a part of the Contracted services in this agreement. The Contractor shall perform unscheduled grounds maintenance, to include mowing, vegetation removal, earth fill for erosion control, and other services as requested by the University.

1. **Fertilizer and Lime Application:** The Contractor shall take soil samples as needed for analysis of pH, nitrogen, phosphorous, potassium, and nitro-nutrients. The Contractor shall also fertilize plants, grasses, and ground covers at the time of planting and transplanting. The Contractor shall apply a variety of chemical and organic fertilizers in combination or in single application to correct soil and plant deficiencies, but as not to burn root system. The Contractor shall apply commercial fertilizer based on the chemical composition and application time and rates recommended by the analyzing laboratory. Lime, when required by soil sample results, is to be applied during the fall time period. Only dolomitic agricultural lime shall be used.

2. **Seeding:** The Contractor shall prepare a proper seed bed. The Contractor shall seed designated areas to ensure a full even lawn growth throughout seeded areas with no bare or uneven spots after six weeks of growth from the time of seeding. Bare spots exceeding three square feet will be re sodded with the prevalent sod. Grounds areas where seed will not germinate shall be sodded to establish turf. The Contractor shall apply topsoil to new lawn areas at a depth of four inches. The Contractor shall spread topsoil to an even and level appearance in conjunction with contours specified for the area and shall fill holes and ruts in the area prior to being dressed with topsoil. Seed mixes shall contain no more than 0.01 percent weed seed.

3. **Fall Seeding's:** Fall seeding shall take place between 1 September and 31 October and shall use a mixture of annual rye grass and unhulled Kentucky bluegrass blend. Straw mulch shall be applied at the rate of two tons per acre (approximately 90 lb. /1000 square feet).

4. **Over Seeding:** The Contractor shall over seed designated lawn areas or as requested by a valid work document. The Contractor shall prepare areas of lawns that have no grass with topsoil before over seeding. Fall over seeding shall be accomplished between 15 August and 30 September. Damaged or thinning turf may be over seeded in Spring between 1 April through 15 May. The Contractor shall remove thatch, aerate, plant seed, apply an appropriate over-covering (e.g., topsoil, straw, etc. depending on climate and other conditions), and irrigate. Over seeding seed mixture shall include turf perennial rye grass. Rate of application shall be 1.5 lb. per 1,000 square feet. Note: To Over seed and Top Dress for the Infield & Outfield Grass contractor must use SURFACE DIRT CONDITIONER on the Infield Dirt. Over seed and Top-dress are for the Infield & Outfield Grass areas ONLY.

5. **Debris Removal:** The Contractor shall clean, remove, and dispose of debris from various areas such as sewage ponds and improved grounds. The Contractor shall be responsible for the disposal of debris off of DSU.

6. **Storm Damage:** The University will notify the Contractor when the DSU Severe Weather Emergency Action Plan is in effect after which time the Contractor shall clean up wind and storm damage. The Contractor shall remove as priority work all fallen trees, limbs, and debris deposited by water runoff on improved grounds after periods of heavy wind or rainfall. The Contractor shall dispose of storm debris off of DSU. Routine maintenance work shall be suspended during periods deemed necessary by the University for storm damage cleanup.

7. **Utility Service Support:** The Contractor shall provide utility service support to include, but not be limited to; the replanting of grass, trees, and shrubs to restore areas to original appearance after the repair of underground utilities has been completed.

8. **Establishing New Landscape Areas:** The Contractor shall establish new landscape areas as specified on a valid work document. The Contractor shall layout and prepare new landscape areas in accordance with the above paragraphs on soil preparation, seeding, revegetating, irrigating, and fertilizing.

9. **Tree Removal:** The Contractor shall remove dead trees and those which are a hazard or nuisance because of location (e.g., near electric lines or roads). The work shall include complete removal of trees, stumps, and debris; filling of hole with topsoil; and the seeding and mulching of the bare ground area. Logs, debris, and woodchips shall be deposited off campus or as directed by the University. Contractor shall anticipate that refuse may be directed to an alternate campus site within a 10 mile radius of main campus. Bare ground areas shall be seeded with Kentucky bluegrass blend or as approved by the University, as appropriate.

10. **Stump Removal:** The Contractor shall remove existing stumps to six inches below ground level, fill hole with topsoil, and seed bare ground area with Kentucky bluegrass blend and mulch or material approved by the University. All wood chips and debris shall be deposited off campus or as directed by the University.

**SECTION 700.00 NON-COLLUSION STATEMENT**

Delaware State University
Office of Purchasing
Dover, DE 19901-2277

Gentlemen:

This is to certify that the undersigned bidder

_____

has not, either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the bid for Contract No. _____or any part(s) thereof, submitted to the Delaware State University on the _____ day of _____, 20___.

SIGNATURE OF BIDDER

_____

CORPORATE SEAL

BY: _____

ATTEST:

_____
Secretary

SWORN to and SUBSCRIBED before me this _____ day of _____, 20 ____.

City of _____

County of _____

State of _____

My Commission Expires: _____

_____
Notary Public

## SECTION 800.00 PARKING LOT LOCATIONS & SIDEWALK LISTINGS

**Below is a list of parking lots and associated number for Delaware State University**

| Lot Number | Location |
|---|---|
| 1 | Stadium |
| 2B | Loading Dock-Rear of Martin Luther King Jr., Student Center |
| 3 | Alumni Stadium |
| 3A | Aquatics Road, Softball Field Road and Loop Road Street Parking |
| 4 | Evers and Jenkins Halls |
| 5 | Facilities Services |
| 5A | Facilities Drive Parking Area |
| 5B | Fleet Services |
| 6 | Baker Extension Building Parking Lot |
| 6B | Baker Building-Agriculture and Natural Resources |
| 7 | Conwell Hall |
| 8 | Grossley Hall |
| 8A | University Boulevard |
| 9 | Laws and Tubman Hall |
| 10 | Health Services |
| 10A | Wynder Towers |
| 12 | Science Center |
| 13 | John R. Price Building |
| 14 | Commuter Lot |
| 15 | ETV Building |
| 16 | Education and Humanities |
| 16R | Bank of America |
| UCY | University Courtyard (to be billed separately) |
| 17 | Administration Building (small) |
| 18 | Administration Building (large) |
| 19 | Near Early Childhood Lab |
| 19B | East Side of Education & Humanities |
| 20 | Laws Hall Loading Zone/Fire Lane |
| 22 | Sponsored Programs (Gravel Parking Lot) |
| 23 | Conrad Hall Loading, Zone/Fire Lane & Dr. Washington's House |
| 24 | University Village East |
| 25 | University Village West |
| Off Campus | Delaware State University @ Wilmington |
| Off Campus | Living and Learning Commons |
| Off Campus | Hunn Property |
| Off Campus | Capital Park |
| Off Campus | Sports Annex |
| Off Campus | University Courtyard Apartments |

## SIDEWALK LISTINGS

**Below is a list of sidewalks:**

- Village Café
- Conrad Dining Hall
- Maurice E. Thomason Building
- Health Service (Infirmary)
- President's Residence
- Facilities Management Building
- Richard S. Grossley Hall
- Memorial Hall
- John R. Price Building
- William C. Jason Library
- Luna I. Mishoe Science Center (North & South)
- Education and Humanities Center
- Education and Humanities – Child Lab Entrance
- Bank of America Building
- Educational TV (ETV) Building
- Martin Luther King Student Center
- Loockerman House
- James W.W. Baker Building
- Ulysses Washington Cooperative Extension Building
- Campus Mall
- Tubman Hall
- Delaware Hall
- Wynder Tower
- Warren – Franklin
- Evers Hall
- Jenkins Hall
- Conwell Hall
- Village 1, 2 & 3
- Sidewalk From University Court Yard To Campus
- Cottage 502 wooden ramp
- Wellness & Recreation Center
- University Police Station
- Hunn Property
- Capital Park
- Sports Annex
- Living and Learning Commons
- OSCAR Building
- Delaware State University @ Wilmington

## SECTION 900.00 BID REPLY SECTION

# Landscaping

**CONTRACT NO. FM-FY16-002R**
**Bid Reply Section**

**Description**

Landscape Management per Scheduled Scope of Work: Section 600.00, Article I
**(Parenthesis Represents # of cuts for each location)**

1. **Itemized Lump Sum:**

| | |
|---|---|
| Main Campus **(2x per week)** | $_____ |
| University Village 1, 2, 3 **(2x per week)** | $_____ |
| University Courtyard **(2x per week) -billed separately** | $_____ |
| Hunn Property **(2x per month)** | $_____ |
| Capital Park **(1x per week)** | $_____ |
| Sports Annex **(1x per week)** | $_____ |
| DSU @ Wilmington **(2x per week)** | $_____ |
| Living and Learning Commons **(2x per week)** | $_____ |

2. **Alternate #1:**

| | |
|---|---|
| Agriculture Field on Route 13 **(2x per month)** | $_____ |

3. **Alternate #2:**

| | |
|---|---|
| Practice Football Field **(2x per week)** | $_____ |
| Softball Field **(2x per week)** | $_____ |
| Baseball Field **(2x per week)** | $_____ |

***Service and Maintenance needs to be completed in accordance with the DNREC Delaware Erosion & Sediment Control Handbook current edition

***ALL DNREC Reports need to be submitted to the University on a monthly basis for compliance with reporting standards

**Note: Delaware State University reserves the right to award each property separately or in groups.**

## SECTION 1000.00 ADDRESSES OF SATELLITE CAMPUS

### Addresses of Satellite Campus

| | |
|---|---|
| 1. **DSU at Wilmington** | 3931 Kirkwood Highway<br>Wilmington, DE 19808 |
| 2. **Capitol Park** | 2 Capitol Avenue<br>Dover, Delaware 19901 |
| 3. **Hunn Property** | 1624 Sorgum Mill Road<br>Dover, Delaware 19904 |
| 4. **Sport Annex** | 255 College Road<br>Dover, Delaware 19904 |
| 5. **University Courtyard** | 430 State College Road<br>Dover, Delaware 19904 |
| 6. **DSU Learning and Living Commons** | 1570 North DuPont Hwy<br>Dover, Delaware 19901 |

***Service and Maintenance needs to be completed in accordance with the DNREC Delaware Erosion & Sediment Control Handbook current edition

***ALL DNREC Reports (Checklists & Documentation) need to be submitted to the University on a monthly basis for compliance with reporting standards

**Extended Detention Dry Pond**

| | |
|---|---|
| Function: | Extended detention dry ponds collect stormwater and allow for a slower release of water into the streams. These ponds only contain water during and immediately following a runoff event. |
| Inspection: | Semi-annual (Spring and Fall) and after storm events of two inches or more. |
| Mowing: | Weekly during peak growing season (April – November).<br>Mow a 10-foot wide access path to all inlet and outlet structures regularly. Use mulching mower to ensure that nutrients are recycled. For warm season grasses, the previous season's stalks should be cut down to 8-12 inches in early spring (mid-March), before new season's growth emerges. |
| Plant materials: | Reseed and/or replant as required based upon inspection findings. Do not plant trees on pond embankments. Remove saplings on embankments of ponds and around perimeter, including outlet/inlet structures. Remove any accumulated sediment from the riprap to discourage plant growth in the stone and remove any woody vegetation. |
| Erosion: | Stabilize eroded areas with reinforcing erosion control products (RECP), or turf reinforcing mats (TRM), or equivalent, and reseed/replant as required. Eliminate cause of erosion by diverting flow, if necessary. |
| Soil: | Soils on side slopes of pond should be tested annually to ensure proper pH and fertility including: organic matter, magnesium (Mg), phosphorus ($P_2O_5$), nitrogen (N), Potassium (K2O), and soluble salts. |
| Miscellaneous: | Remove debris and litter on a regular basis. It is especially important to remove debris from outfall structures. Fencing is not required; however, if a fence is preferred, ensure that it is in good repair and provides access for maintenance and inspections. |
| Hire a professional: | Repair of severe erosion; replacement of deteriorating pipes or structural components; if mosquitoes are suspected to be problematic; reconstruction of embankment and outlet structure; removal of accumulated sediment; aquatic vegetation control (chemical application); if dredging (sediment removal) is required (every 2-10 years). |

**Wet Pond**

| | |
|---|---|
| Function: | Stormwater wet ponds always contain a permanent pool of water. They collect stormwater and allow sediment to settle out before water is released into the streams. |
| Inspection: | Semi-annual (Spring and Fall) and after storm events of 2 inches or more. |
| Mowing: | Weekly during peak growing season (April – November).<br>Mow 10-foot wide access path to all inlet and outlet structures regularly. Use mulching mower to ensure that nutrients are recycled. For warm season grasses, the previous season's stalks should be cut down to 8-12 inches in early spring (mid-March), before new season's growth emerges. Leaving a buffer is optional. If a buffer is preferred, mow at least once a year to deter growth of saplings. Mow between September 1 and 30 to allow for regrowth of winter cover while avoiding potential negative effects on wildlife such as nesting birds. |
| Plant materials: | Planting a buffer around the pond is optional, and can provide for wildlife habitat if desired. Buffer width is also optional. Reseed and/or replant as required based upon inspection findings. Do not apply chemicals to the pond if you find inundation of vegetation. This can only be done by a Certified Aquatic Applicator certified in the State of Delaware by the Department of Agriculture. Do not plant trees on pond embankments. Remove saplings on embankments of ponds and around perimeter, including outlet/inlet structures. Remove any accumulated sediment from the riprap to discourage plant growth in the stone and remove any woody vegetation. |
| Erosion: | Stabilize eroded areas with reinforcing erosion control products (RECP), or turf reinforcing mats (TRM), or equivalent, and reseed/replant as required. Eliminate cause of erosion by diverting flow, if necessary. |
| Soil: | Soils on side slopes of pond should be tested annually to ensure proper pH and fertility including: organic matter, magnesium (Mg), phosphorus ($P_2O_5$), nitrogen (N), Potassium (K2O), and soluble salts. |
| Miscellaneous: | Remove debris and litter on a regular basis. It is especially important to remove debris from outfall structures. Fencing is not required; however, if a fence is preferred, ensure that it is in good repair and provides access for maintenance and inspections. |
| Hire a professional: | Repair of severe erosion; replacement of deteriorating pipes or structural components; if mosquitoes are suspected to be problematic; reconstruction of embankment and outlet structure; removal of accumulated sediment; |

aquatic vegetation control (chemical application); if dredging (sediment removal) is required (every 2-10 years).

**Bio filtration Swales**

Function: Swales convey stormwater to a stormwater facility or downstream. Bioswales are specially designed flat bottomed swales that may or may not contain wetland plants selected to absorb water and remove pollutants.

Inspection: Semi-annual (Spring and Fall) and after storm events of two inches or more.

Sediment: Where sediment forebays are provided, remove sediments accumulated in the forebay once they are half filled or to the designated depth. A depth marker should be provided in the forebay to guide the inspection requirements. If forebays are not provided, remove visible accumulations of sediment with rake and flat shovel.

Erosion: Stabilize eroded areas with reinforcing erosion control products (RECP), or turf reinforcing mats (TRM), or equivalent, and reseed/replant as required.

Mowing: If turf cover is used mow regularly (weekly from April to November). Mow no lower than six inches to maintain desired design height. The vegetation height should be two times the depth of flow during the quality storm. The vegetation height should be specified on the plan.

Native plants and grasses Cut down standing stalks to 12 inches in Spring (mid-March), just before new growth emerges. Selectively hand-apply an appropriate herbicide with a cut stump applicator or directed foliar sprays. Application of herbicides, pesticides may require a licensed professional. For large projects a professional contractor is recommended. Reseed and/or replant as required based upon inspection findings.

Soil: Soil should be tested annually to ensure proper pH and fertility including: organic matter, magnesium (Mg), phosphorus ($P_2O_5$), Nitrogen (N), Potassium (K2O), and soluble salts. If required, fertilizer should only be applied in the Fall.

Check dams: Remove materials that accumulate on the upstream face of the check dams. Remove all vegetation that extends roots within the check dams manually and apply herbicides as necessary to eliminate herbaceous species with persistent roots. If fines have accumulated within the filter stone, power-washing or pressure jet equipment shall be used to remove the fines. The nozzle of such equipment shall be inserted between the rear

face stones of the check dam to force the accumulated fines back out the front of the check dam. If accumulation is extensive, it may be necessary to open up the gabion top, remove the face stone and enough filler stone to permit access by pressure washing equipment.

Miscellaneous: Remove debris and litter on a regular basis.

Hire a professional: If ponding is observed; if facility does not completely drain within 48 hours; replacement of deteriorating pipes or structural components; facility reconstruction; repair of severe erosion; herbicide spraying.

**Bioretention Facilities**

Function: Bioretention facilities remove contaminants from runoff by filtering through an engineered media and infiltrate water into the ground.

Inspection: Semi-annual (Spring and Fall) & after storm events of two inches or more.

Sediment: Where sediment forebays are provided, remove sediments accumulated in the forebay once they are half filled. Remove all visible accumulations of sediment on top of the mulch layer with flat shovel and rake. Stabilize eroded areas with appropriate geotextile (refer to DNREC E&S manual for guidance on selection of appropriate geotextile), and reseed/replant as required.

Plant materials: Cut down standing stalks of herbaceous materials to 12 inches just before growth emerges in Spring (mid-March). Selectively apply appropriate herbicide with a cut stump applicators or directed foliar sprays. Application of herbicides / pesticides may require licensed professional. Reseed or replant as required based upon inspection findings. Inspect woody material for pest and ice damage. Prune trees and shrubs in the Fall. Plants are specially selected to tolerate variable conditions such as severe drought and flooding, in addition to salty conditions as a result of road salt (winter conditions).

Soil: Soil should be tested annually to ensure proper pH and fertility including: organic matter, magnesium (Mg), phosphorus ($P_2O_5$), nitrogen (N), Potassium (K2O), and soluble salts. If required, fertilizer should only be applied in the Fall.

Mulch: Add triple-shredded hardwood mulch every Spring or as needed to maintain three inch depth for facilities with mulch topdressing.

Miscellaneous: Remove debris and litter on a regular basis. If the top layer of mulch is replaced, used triple-shredded hardwood mulch. Bioretention facilities are

not designed to withstand loads from large equipment or regular use by vehicles. Do not compact the ground in any way.

Hire a professional: If a bioretention facility does not drain within 48 hours; removal of accumulated sediment is needed; replacement of biosoil mix (every 2-10 years); repair of severe erosion.

**Filter Strip**

Function: Filter strips spread runoff uniformly over a filtering surface of vegetation, providing infiltration and pollutant removal. Filter strips can provide substantial treatment as long as they are not overwhelmed by sediment and runoff.

Inspection: Semi-annual (Spring and Fall) & after storm events of two inches or more.

Sediment: Excessive sediment at the lip of the level spreader should be cleaned by hand with rake and flat shovels every spring and fall and after storm events of two inches or more. Sediment may need to be removed more frequently if it causes water to back up and not discharge into the swale.

Mowing: Mow, annually, between September 1 and 30 to allow for regrowth of winter cover while avoiding potential negative effects on wildlife such as nesting birds. Use mulching mower to ensure that nutrients are recycled. For warm season grasses, the previous season's stalks should be cut down to 8-12 inches in early spring (mid-March), before new season's growth emerges. The approved plan will specify the mow height. Filter strip vegetation should be maintained at a height of two times the depth of flow during the quality storm.

Plant materials: Reseed and/or replant as required based upon inspection findings.

Erosion: Stabilize eroded areas with reinforcing erosion control products (RECP), or turf reinforcing mats (TRM), or equivalent, and reseed/replant as required.

Soil: Soil should be tested annually to ensure proper pH and fertility including: organic matter, magnesium (Mg), phosphorus ($P_2O_5$), nitrogen (N), Potassium (K2O), and soluble salts. If required, fertilizer should only be applied in the Fall.

Miscellaneous: Remove litter on a regular basis.

Hire a professional: Repair of severe erosion.

**Sand Filter**

| | |
|---|---|
| Function: | Sand filters provide water quality treatment to stormwater from impervious areas by allowing heavy sediment to settle, and by filtering to remove fine sediment and other pollutants. |
| Inspection: | Semi-annual (Spring and Fall) and after storm events of two inches or more or when water ponds around the sand filter. |
| Sand replacement: | The top few inches of sand contains the most contaminants. Replace top few inches on periodic basis. Perform complete replacement as needed. |
| Miscellaneous: | Remove litter on a regular basis. |
| Hire a professional: | Removal of accumulated sediment/pollutants in sedimentation chamber; replacement of sand and filter on as needed basis; replacement of structural components (greater than 20 years if properly maintained). |

**Site Map of DNREC Qualified Storm Maintenance Areas INCLUDED.**

**Landscaping**
**CONTRACT NO. FM-FY16-002R**

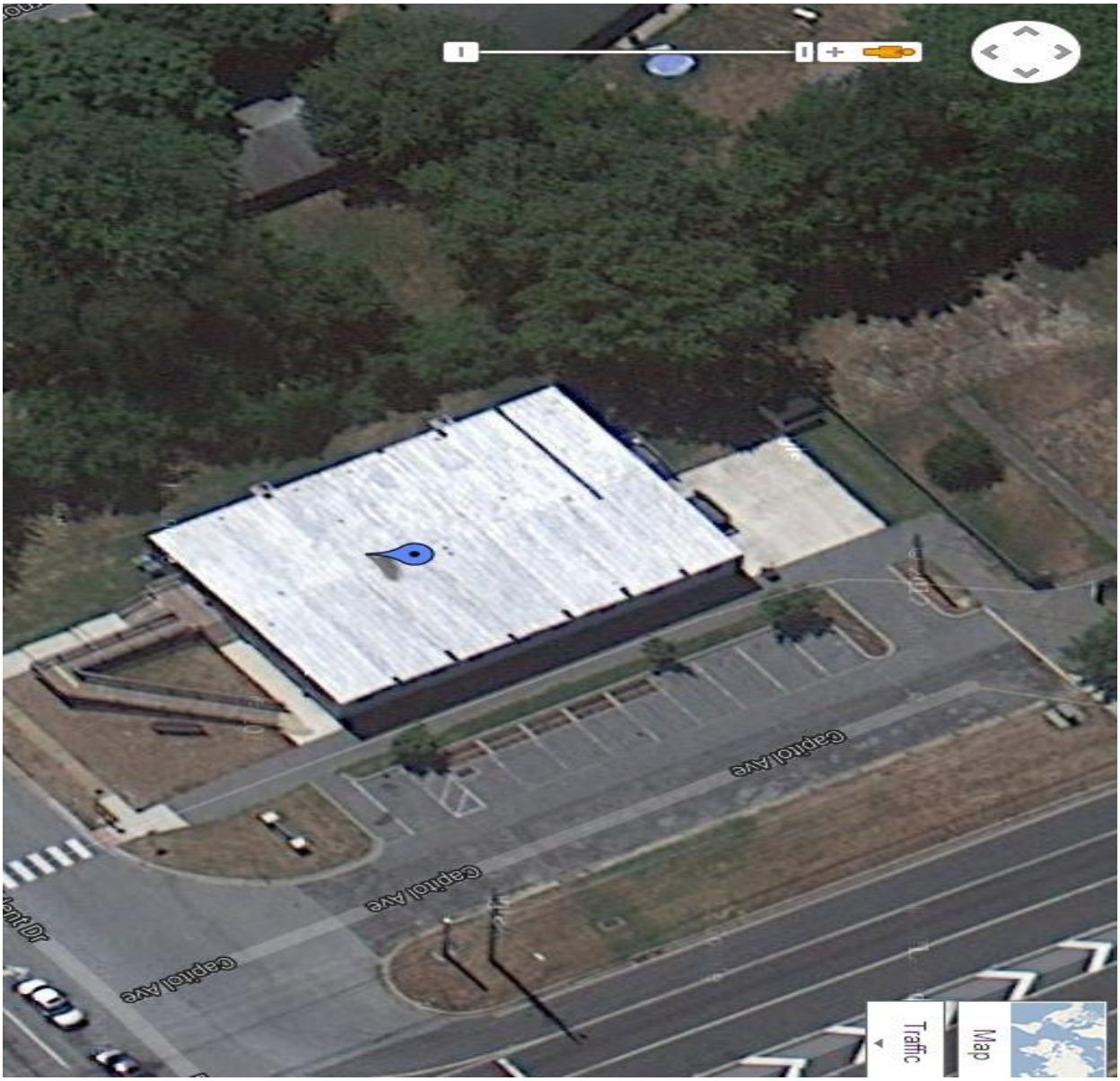
**SECTION 1200.00 SATELLITE VIEWS:**

# DSU @ Wilmington

**Landscaping**
**CONTRACT NO. FM-FY16-002R**

**SECTION 1200.00 SATELLITE VIEWS:**

# CAPITAL PARK



**SECTION 1200.00 SATELLITE VIEWS:**

# SPORTS ANNEX

**Landscaping**
**CONTRACT NO. FM-FY16-002R**

**SECTION 1200.00 SATELLITE VIEWS:**

# HUNN PROPERTY

**Landscaping**
**CONTRACT NO. FM-FY16-002R**

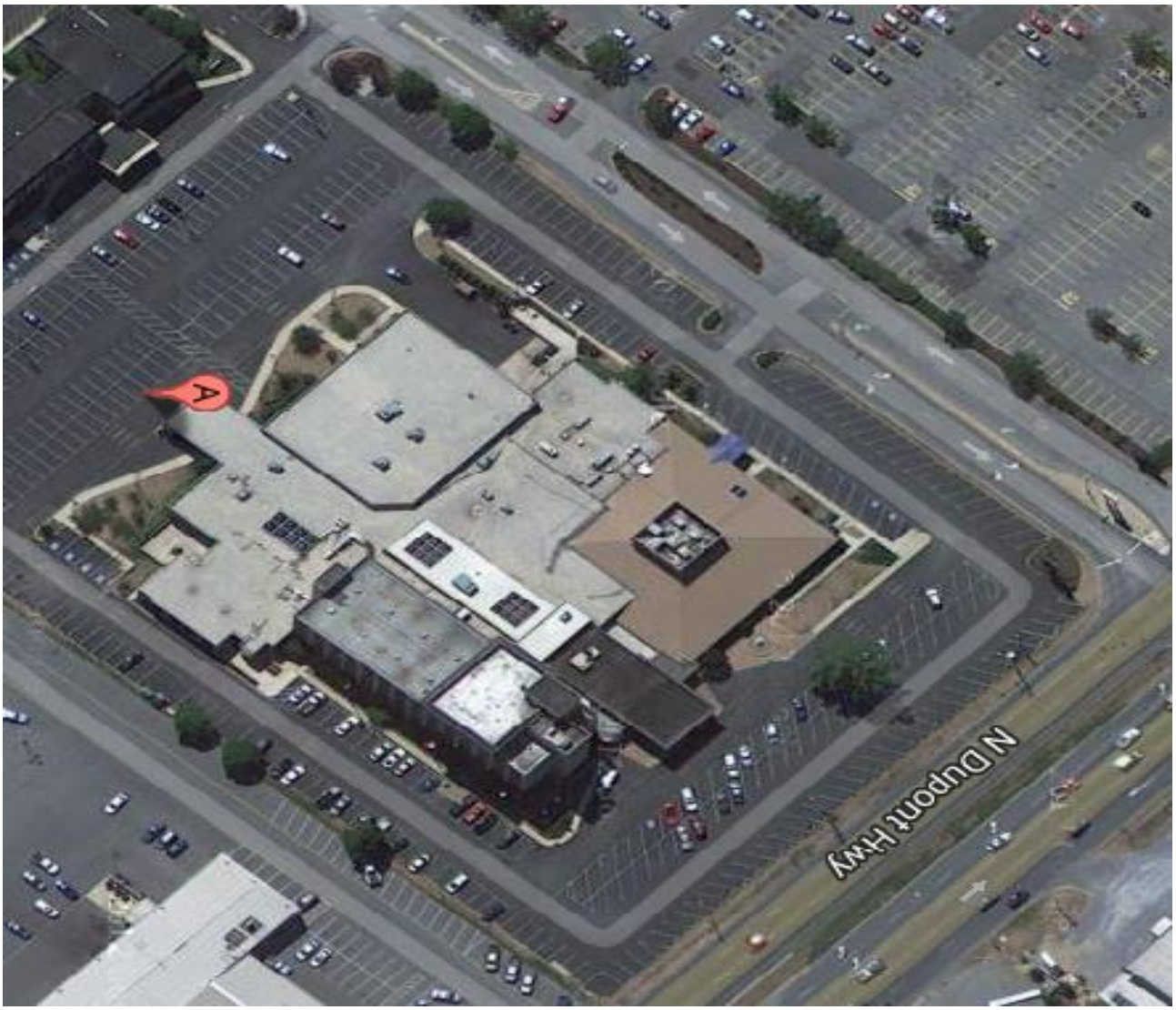
**SECTION 1200.00 SATELLITE VIEWS:**

# COURTYARD

**Landscaping**
**CONTRACT NO. FM-FY16-002R**

**SECTION 1200.00 SATELLITE VIEWS:**

# LIVING AND LEARNING COMMONS



**Landscaping**
**CONTRACT NO. FM-FY16-002R**

**SECTION 1200.00 STORM WATER/RETENTION BASIN VIEWS:**

# Baker Building

**Landscaping**
**CONTRACT NO. FM-FY16-002R**

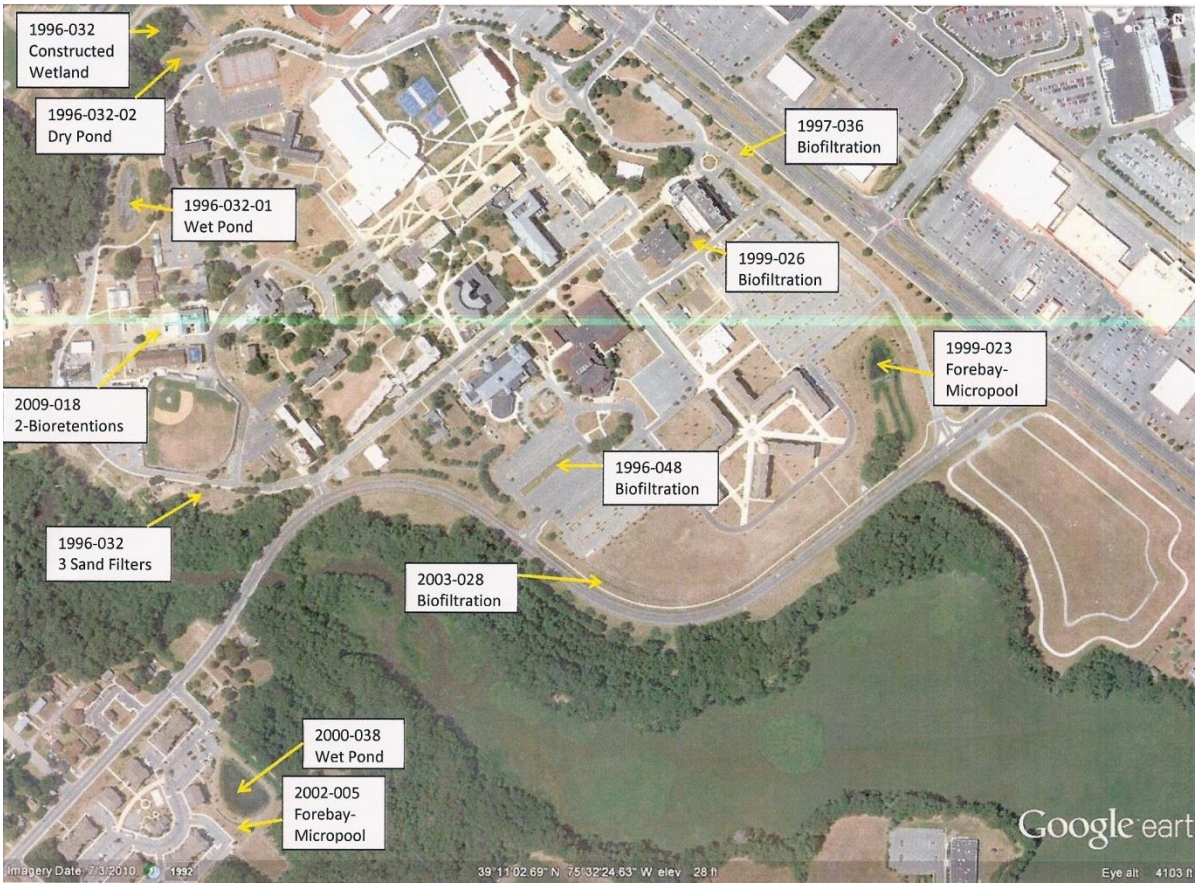
**SECTION 1200.00 STORM WATER/RETENTION BASIN VIEWS:**

# Baker Building

**Landscaping**
**CONTRACT NO. FM-FY16-002R**

**SECTION 1200.00 STROM WATER/RETENTION BASIN VIEWS:**

# Campus View



## SECTION 1300.00 VENDOR INFORMATION

CONTRACT NO. FM-FY16-002R

Landscape Management

| | |
|---|---|
| Vendor | Authorized Signature Date |
| Address | Printed Name |
| Zip Code | Telephone Number |
| Federal EI Number | |