



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

January 11, 2013

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER
FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: COURTNEY MCCARTY
STATE CONTRACT PROCUREMENT OFFICER II
302-857-4557

SUBJECT: **AWARD NOTICE**
CONTRACT NO. GSS13062-LAWN_CUTTING
Lawn Care Services

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KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT

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REF: Title 29, Chapter 6911(d) Delaware Code. Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

2. CONTRACT PERIOD

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Each contractor's contract shall be valid for a one (1) year period from March 1, 2013 through February 28, 2014. Each contract may be renewed for four (4) additional one (1) year period through negotiation between the contractor and Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

3. VENDORS

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Priority Services, LLC
70 Albe Drive
Newark, DE 19702
POC: Joseph Cunane
PH: 302-559-1428
Email: jcunane@priorityservicesde.com
FSF: 0000022395

4. SHIPPING TERMS

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

5. PRICING

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Prices will remain firm for the term of the initial contract year. See Pricing Spreadsheet document for awarded pricing.

ADDITIONAL TERMS AND CONDITIONS

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6. BILLING

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

7. PAYMENT

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. 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.

8. PRODUCT SUBSTITUTION

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

9. 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.

10. HOLD HARMLESS

The contractor 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 contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

11. NON-PERFORMANCE

In the event the contractor 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 contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

12. FORCE MAJEURE

Neither the contractor 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.

13. AGENCY'S RESPONSIBILITIES

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- 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>.

14. GENERAL REQUIREMENTS

The contractor(s) shall supply all labor, supplies and equipment necessary to perform a full service turf grass mowing contract which might not be specifically mentioned. The representatives of the respective agencies reserve the right to inspect performance, equipment, personnel and supplies provided by the contractor(s), and request suitable replacements as they see fit.

Equipment shall be commercial type and quality and shall meet manufacturer's operating and safety recommendations.

The contractor(s) shall have turf-mowing equipment with enough total cutting feet and a sufficient labor force to maintain the specified mowing cycle for awarded locations.

It will be the contractor(s) responsibility to inform and train all employees working on this contract about the methods, policies and procedures necessary to meet all specifications.

a. CUSTOMER SERVICE

The contractor(s) should provide each of the State and the Contract Users a single, local point of contact (and a backup) to handle questions or problems that may arise. At least one Customer Service Representative must be available during Supplier's operating hours. Representatives should be available by phone, fax, or email (local or 800 number preferred).

b. GENERAL SAFETY REQUIREMENTS

1. Contractor(s) will survey areas before each mowing and remove any objects that can be picked-up by mowers and thrown, causing a safety hazard.
2. Uniform shirts with company name displayed shall be worn at all times.
3. Smoking, using or under the influence of alcohol or drugs are prohibited while working on State grounds.
4. Contractor(s) must submit a mowing report to each respective agency, indicating the date each site was mowed and problems encountered. Report shall be submitted at the completion of each cut. Faxed reports are acceptable and preferred. The fax number for the Division of Facilities Management is 739-3127.
5. Periodic inspection of equipment will be made by each respective agency to ensure quality turf care and safe operational procedures.
6. Contractor(s) agrees to and requires his employees to disclose immediately or as soon as practical any hazardous conditions that may be found during the performance of this contract. Said report is to be made to the appropriate agency representative.

c. SAFETY REQUIREMENT FOR EQUIPMENT

It will be the responsibility of the contractor(s) to meet all safety requirements and procedures listed in the equipment manufacturer's operation manual.

Contractor(s) are expected to meet all OSHA requirements and State and Local laws during the service of this contract.

d. INSPECTION OF GROUNDS

The Contractor's designated representative must inspect each site after completion for compliance with contract specifications.

Agency complaints must be resolved within twenty-four (24) hours.

All accidents must be reported within twenty-four (24) hours from the occurrence.

For locations, under the care of Division of Facilities Management, Lawn Maintenance Checklist (page 57) is to be filled out and returned to Christopher Reed, at Facilities Management, upon completion of each area mowed or edged.

Inspection Report (page 56) is to be completed when a problem or complaint arises.

e. CODE RED OZONE ACTION DAY

Contractor(s) may be required to stop working on a Code Red Ozone Action Day. Code Red Alerts will be issued by the Department of Natural Resources, Air Quality Management Section. The agency will notify the contractor(s) when a Code Red Alert has been issued. ***The contractor(s) will receive the following email notification on Code Red Ozone Action Days:***

CODE RED

OZONE ACTION DAY

Called for **day and date**

Residents and businesses are asked to voluntarily reduce emissions, which cause ozone. Ground-level Ozone is forecast to be unhealthy. Everyone should limit prolonged exertion outdoors.

"HELP CLEAN THE AIR" TIPS NOS. 5 & 6

#5 - Ride public transportation or carpool to work

#6 - Maintain your vehicle's emission control equipment

Ground-level ozone is a real threat to our health because it reacts with sensitive lung tissue, causing harmful changes in breathing passages. Children, the elderly and individuals with respiratory diseases are especially harmed by ozone. Even healthy individuals can be harmed if they attempt strenuous activity on days with high ozone...those days should be used for inside low physical stress activities.

REMEMBER, this may seem like a small contribution by you as an individual, but if we can get solid public involvement, working together we CAN make a real difference!

Any health related questions should be directed to the Division of Public Health at 302-744-4540. All other questions should be directed to the Air Quality Management at 302-739-9402. Also, if you are interested in seeing hourly monitoring data of ozone and other air pollutants visit our website at:

http://www.dnrec.state.de.us/air/aqm_page/airmont/air.asp

Don't forget clean air depends on you, and you depend on clean air!

Thanks...from the Air Quality Management Section and the Division of Public Health.

f. ADDITIONAL REQUIREMENTS – STATE MUSEUM

We try to maintain mulched areas around the trees, but where there is no mulch the contractor should use care not to injure the tree trunks or surface roots w/mowers or weed-eaters.

State Museums requires that a completed copy of the Inspection Report as well as the Lawn Maintenance Checklist be left at the museum sites that are staffed after cutting is complete. The staffed site is the Johnson Victoria Museum.

State Museum will contact the awarded vendor to arrange for the mowing schedule based on the operational needs of the site, at the start of the season.

g. REQUEST FOR QUOTE

Agencies who wish to add a location to the contract will contact the awarded vendor directly to obtain a quote.

Quote submitted to the agency must contain, at a minimum:

- Location name and address
- Location POC and phone number
- Property Size: Square Foot and Linear Foot
- Turf Mowing (including Trimming): Frequency and special instructions.
- Edging: Frequency and special instructions.
- Additional Services: If requested must also be detailed: service, frequency, special instructions.

Price quoted must be broken out as follows, per occurrence:

- Turf Mowing, including trimming
- Edging
- Additional Services (broken down if more than one additional service.)

15. LAWN CARE DEFINITIONS AND STANDARDS

The contractor(s) shall provide each agency with a written mowing schedule for approval prior to start-up of the contract.

a. TURF MOWING

1. Definition

The trimming of turf grass.

2. Specifications

All trash must be removed before, during, and after each mowing cycle.

Grass should be cut at 3" or taller, especially during drought conditions.

Some locations require the grass clippings to be bagged and removed. For areas that do not require the removal of grass clippings a mulching mower is fine.

Grass needs to be blown from walks and parking areas after every visit and before contractors leave the site.

All elements of the lawn maintenance cycle shall be completed the same day they are started. No partial mowing will be allowed unless the weather forces delay. If rain or wet turf conditions exist, contractor shall finish the cycle as soon as favorable conditions exist.

During mowing direct all mower chutes and grass clippings away from any buildings, vehicles, parking lots, outdoor air conditioners or any mechanical equipment.

b. TRIMMING OF TURF GRASS

1. **Definition**

The removal of uncut turf grass from areas that are inaccessible to mowing machines.

2. **Types of Equipment**

- Power Spin Trimmer
- Push Mower
- Walk Behind Mower

3. **Approved Method**

Trimming shall be mechanical, not chemical.

4. **Specifications**

Trimmed areas are to be cut the same height as areas mowed with larger equipment.

Operator must exercise extreme care when trimming around tree trunks, sign posts, light standards, buildings or any other fixed objects. Equipment must not come in contact with or cause damage to any fixed object.

c. EDGING

1. **Definition**

Removal of plant overgrowth along the edge of a contained area. Example: curbs, sidewalks, edging.

2. **Types of Equipment**

- Rotary Blade Type
- Oscillating Blade Type
- Spin-Trimmer Blade Type

3. **Approved Method**

Power Edging Only

4. **Specifications**

All sites from the Division of Facilities Management shall be power edged, two (2) times a season (cycle). Power edging shall be completed by the dates submitted. Unless otherwise stated in the site specifications, edging will be completed two (2) times a season (cycle).

All edging equipment shall be operated in a vertical position. Operators should be cautious not to damage brick sidewalks.

Areas to be edged are sidewalks and curbs.

Debris from edging operations shall be removed and areas cleaned.

Time allotted for edging shall not interfere with the mowing cycle.

Contractor's edging equipment and labor force must be sufficient to meet all contract requirements.

d. PENALTIES

Vendor will be responsible for any damages; including: damage to State property, private and State vehicles. Damages must be reported immediately to the Site Supervisor.

It shall be the contractor's responsibility to remove all debris and litter. A penalty of twenty five (25%) percent off the cost of the cut will be charged any contractor who leaves the mowing site without removing all litter and debris left by their mowers and power equipment.

The contractor will be assessed any additional cost for repair and/or cleaning of grass clippings from State property, or private and State vehicles.

The aesthetic appearance of the cut will be inspected and evaluated by the respective agency designee weekly.