

#### Bid# 23A-008

#### LANDSCAPING/SOD/MEADOWS/SEEDING/REFORESTATION

New Castle County is seeking sealed bids for Landscaping/Sod/Meadows/Seeding/Reforestation, Bid #23A-008

Bidders are asked to submit sealed bids to New Castle County Purchasing Division, New Castle County Government Center, 87 Reads Way, New Castle, DE 19720. Bids must be received by **2:00 p.m. on Wednesday, July 13, 2022** and must be provided within a sealed envelope.

Questions concerning the project should be submitted in writing via email to Robin Allen Purchasing Agent, at robin.allen@newcastlede.gov by **Noon on Tuesday, July 5, 2022.** 

#### **INSTRUCTIONS FOR BID SUBMISSION**

- Sealed envelopes must clearly display <u>Landscaping/Sod/Meadows/Seeding/Reforestation, Bid #23A-008</u>in the lower left quadrant on the front.
- Facsimile transmissions of bids are unacceptable and will be rejected without any notice to the bidding vendor.
- ➤ Bidders are responsible to retrieve the bid specifications and all addendums from the New Castle County Purchasing website at www.newcastlede.gov/Bids.aspx.

#### **Temporary Instructions During COVID-19 Pandemic**

Due to the coronavirus (COVID-19) emergency declared by the State of Delaware, New Castle County bid responses may be accepted electronically at <a href="mailto:bids@newcastlede.gov">bids@newcastlede.gov</a> and the electronic receipt will serve as the official time stamp with hard copies to follow by mail, provided that the hard copy mailed shall match the electronic submission without exception.

In addition, New Castle County bid openings shall be recorded and published without in person attendance (provided that bid receipts are certified by the County) and will be timely announced on <a href="mailto:bids.newcastlede.gov">bids.newcastlede.gov</a>.

Pursuant to New Castle County Code and Delaware State Law, no contract will be awarded to any vendor unless, before or in conjunction with the actual award of the contract to such vendor, has submitted proof satisfactory to the County, or to the awarding agency, or the designated representative of the County or the awarding agency, as the case may be, that it and each and every subcontractor named by it in its bid, if any, will at the time it submits such



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proof have valid and effective licenses required by the State and the County, and the political subdivisions, if any, in which the project is located, and the United States government, in order for each of them (i) to do business therein; (ii) to comply with all tax laws thereof; and (iii) to perform the labor and/or supply the material involved in the performance of the contract.

Awards, if any, will be made in conjunction with the Delaware Code, Subchapter 2, Chapter 69, Title 29, and the New Castle County Code.



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#### **SUMMARY OF PURCHASING REQUEST**

#### **SCOPE OF WORK | SPECIFICATIONS**

New Castle County is seeking bids for landscaping and related services. Landscaping shall consist of furnishing, installing and maintaining specified plants, trees, shrubs, grasses, and sod as specified herein, and in the locations shown on the plans or as directed by the County. It will include all replacements and cultural care of the materials **until acceptance by the County**.

#### **REQUIREMENTS**

#### **MATERIALS – SECTION 1:**

#### <u>Plants</u>

- 1. Plants shall consist of trees, shrubs, grasses, vines, annuals, perennials, and other defined vegetative materials specified herein. All such plants are subject to approval by the County, either at the source of supply or project site or both.
- 2. All materials shall be nursery grown and comply with the standards as set forth by the American Association of Nurseryman. All plants shall be free of disease, injury, defects, and infestation of any kind.
- 3. County reserves the right to pre-approve plant lists prior to procurement.
- 4. All plants shall be freshly dug or grown in containers. All plants arriving on site with broken or damaged containers or where the soil has broken from the roots shall be rejected.
- 5. Unless otherwise specified, all plants shall be of specimen quality. All materials shall be straight and well branched.
- 6. The County reserves the right to reject any plant material that is deemed unsatisfactory.



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7. All plants shall be species that are native or indigenous to Delaware or, in the case of hybrids, cultivars and varietals, be derived from species that are native or indigenous to Delaware.

#### Stakes, Guys, and Related Materials

- 1. Guy wire shall be No. 12 or No. 14 gauge annealed galvanized steel wire, free of bends and kinks.
- 2. Turnbuckles shall be galvanized with 4 ½" openings.
- 3. Tree stakes shall consist of 2" x 2" hardwood stakes reasonably free of knotholes and splits. The stakes shall be of sufficient length to allow 2' to be driven below the ground surface and to extend to a height of 1' above the lowest limbs of a deciduous tree or 5' in height for an evergreen tree.
- 4. Rubber hose shall be 2-ply reinforced rubber hose at least 5/8" in diameter.
- 5. Anchors for guy wire shall be 4-inch malleable iron ground anchors placed so that the guy wires form an angle of 35 45 degrees from the trunk of the tree.
- 6. All guying, anchoring and staking shall be removed from trees within the first two (2) growing seasons. Unless determined otherwise by the County.
- 7. Any alternative guying, anchoring or staking means, methods or materials shall be pre-approved by the County.

#### <u>Mulch</u>

1. Mulch shall be all organic, free of twigs, stems, stones, and other extraneous matter.



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- 2. The mulch may consist of pine bark, licorice root, triple shredded hardwood, wood cellulose fiber, straw, or other material which is approved by the County.
- 3. Mulch shall be placed flat and level with the underlying grade to a depth as specified by the County.
- 4. Mulch shall **not** be piled-up around the base of trees and shrubs.
- 5. All mulch shall be removed and replaced each season, unless determined otherwise by the County.
- 6. As determined by the County, mulching shall be removed around the base of trees as they mature. The area formerly covered by mulch shall be covered with topsoil, sod, turfgrass/meadow seeding or groundcover plantings.
- 7. As determined by the County mulching may included playground mulch in which the mulch will have to required specifications to be installed within a playground area.

#### **Tree Wrap Protection**

- 1. All newly planted trees shall be provided with proper, durable tree protection system to protect the tree trunk from mechanical damage by string trimmers and other mechanized equipment.
- 2. The tree protection system shall be readily expandable as the tree grows to maturity.
- 3. The tree protection system shall not fully impede water, air or sunlight from around the tree trunk or root flare.
- 4. All tree protection wrapping means, methods or materials shall be pre-approved by the County.



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#### **Fertilizer**

Plant fertilizer shall be delivered to the site in unopened marked bags. The analysis shall be no greater than 10-10-10 nor less than 10-6-4.

#### **Peat Moss**

Peat moss shall be from sphagnum peat bogs. All peat moss shall be shredded and free of twigs, stones, lumps, and any other undesirable materials. All peat moss must be moistened before use. The contractor must supply written certification from the manufacturer indicating source and pH of peat moss.

#### Water/Watering

- 1. All water for plants shall be obtained from fresh water sources free from toxic substances and chemicals injurious to plant life.
- 2. All newly planted trees shall be provided with water bags.
- 3. Water bag sizes or types shall be pre-approved by the County.

#### **Submittals**

The contractor shall submit to the County a list of all plant material being supplied, their size, and their source and address. Should any plant materials not be available at the time of planting, substitutions may be acceptable provided that the contractor submits, in writing, a list of the suggested substitutions to the County for its approval.



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#### **CONSTRUCTION METHODS – SECTION 1:**

#### **Planting Period**

Plant material may be planted at any time of the year provided special care and methods are utilized during the following periods:

June – August plantings

December – March plantings

#### SPECIAL CARE PROVISIONS

#### June – August plantings

All plants shall be covered with tarpaulins or other satisfactory covering during transport to the site. No plants shall be transported from a distance greater than sixty (60) miles to the site. All plants shall be in a healthy, non-wilted condition upon arrival at the site. All plants must be planted, watered, mulched, and staked/guyed on the same day of arrival. All plants on site not planted by the end of the working day shall be rejected. The contractor shall provide water on a routine basis to prevent any wilting from occurring.

#### <u>December – March plantings</u>

All plants shall be covered with tarpaulins or other satisfactory covering during transport to the site. All plants shall arrive in a dormant condition. Soil for backfill shall be in a loose, unfrozen condition. The backfill shall be placed in lifts no greater than 6" and well tamped. Only enough moisture to provide good compaction shall be allowed. All plants must be planted, mulched, and staked/guyed on the same day of arrival. All plants on site not planted by the end of the working day shall be rejected. The contractor shall provide water on



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a routine basis when seasonal temperatures begin climbing above 35 degrees.

Special care will be required when the following materials are planted during the Fall:

- Acer rubrum and varieties
- Betula varieties
- Carpinus varieties
- Cornus Florida and varieties
- Crataegus varieties
- Halesia
- Liquidambar styraciflua
- Liriodendron tulipifera
- Prunus all stone fruits
- Pyrus all pears
- Quercus all oaks
- Salix weeping varieties

#### **Excavation**

Plant pits shall be dug to the following dimensions:

#### Trees

•	Up to and including 3" caliper	6" deeper than height of tree ball
		24" wider than width of tree ball

• 3"+ to 5" caliper 6" deeper than height of tree ball 36" wider than width of tree ball

#### **Shrubs**

• Up to and including 24" height 18" wider than width of container or ball

Over 24" height or spread
 24" wider than width of container or ball



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#### **Planting**

Prior to placing plants, sufficient topsoil shall be placed and tamped in the bottom of the pits to set the plants so that when they are fully settled after watering, the surface of the balled/containered earth will be in the same plane as the surrounding grade or as detailed on the plan. The plants shall be set vertically, and soil shall be placed in lifts of 1/3 the depth of the pit and tamped. After each lift/tamping, water shall be applied to thoroughly soak each lift. Fertilizer shall be applied at ½ the recommended rate. Before the last 1/3 is backfilled, all twine shall be removed, and the remaining ball wrapping shall be spread out away from the plant. Container grown plants shall be carefully removed from their containers. Any container plants whose earth/soil becomes dislodged from the roots shall be rejected. Organic containers may be planted in hole provided slits are cut through the pot every 4" and along the bottom of the container, and the exposed rim cut and removed so that the soil of the container is flush with the surrounding grade. Wire baskets shall be snipped so as to fold back away from the plant the top 1/3 of the basket upon placement.

Upon completion of planting, the surface shall be properly graded to blend in with the surrounding grade and the plants thoroughly watered. All plant materials shall be mulched on the same day of planting unless noted on the plans. All trees shall be staked or guyed on the same day and planted as follows:

#### **Deciduous Trees**

Up to and including 1 ½' cal.
 Over 1 ½" cal. to 3" cal.
 Over 3" cal.
 Two stakes/tree
 Three stakes/tree
 Guying required

#### **Evergreen Trees**

Up to and including 5' height Two stakes/tree
 Over 5' height Three stakes/tree

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#### **Ground Covers**

Ground covers shall be planted in properly prepared beds of topsoil, watered, and mulched. Any ground cover planted in whole or in part in the mulch shall be rejected. No part of the root system shall be planted above the surrounding grade.

#### **Annuals/Perennials**

Same requirements as "Ground Covers."

#### **Cultural Care and Replacements**

The contractor shall be responsible for all (non-meadow or grassland) plantings for a period of one-year following the satisfactory placement of the last plant on the project or date of semi-final inspection, whichever is the latter. This shall include, but not be limited to, watering, pruning, weeding and pesticide control. Any plants which settle or lean from vertical or rise above the finished grade shall be reset. With deference to planting season or species availability, the contractor shall immediately replace all dead and dying plants or other unhealthy plants as deemed necessary by the County. All replacements shall be inkind. The County reserves the right to require watering, as it deems necessary, to maintain healthy growing plants.

Upon completion of all plantings, the contractor shall request a semi-final inspection by the County. One year from the date of semi-final inspection or date of last successfully placed plant, whichever is the latter, a final inspection shall be made by the County. The County will provide the Contractor with a list of all plants which are required to be replaced. The contractor shall be responsible for all replacements until such time it has been established by the County that the replacements have been successfully planted. The County will provide the contractor with a written statement indicating its full and total acceptance of all plantings upon satisfactory completion of the contract.



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#### **METHOD OF MEASUREMENT – SECTION 1:**

The contractor shall be paid for each satisfactorily placed plant. At the time of semi-final inspection, the County shall retain 20% of the total contract award, and the County shall hold such amount until the date of inspection or the date of acceptance of all replacements, whichever is latter. All replacement plants will be made at no added cost to the County.

#### **MATERIALS – SECTION 2:**

#### Sod

- Sod shall be well rooted from high quality seed of known origin and native to the locality of the work. Sod shall be stripped, delivered, and laid within a period of 24 hours. Any sod not laid by the end of the workday shall be rejected from further use.
  - a. Bluegrass Sod: Shall consist of a blend of a minimum of three (3) quality hybridized Kentucky Bluegrasses of equal proportions (Item 1)
  - b. Bluegrass/Ryegrass Sod: Shall consist of a blend of quality hybridized Kentucky Bluegrasses (minimum 70%) and quality hybridized Perennial Ryegrasses (maximum 30%) (Item 2)
  - c. Fine Fescue Sod: Shall consist of a blend of a minimum of three (3) quality hybridized Fine Fescues of equal proportions. It may contain a maximum of 10% quality hybridized Perennial Ryegrass or quality hybridized Kentucky Bluegrass (Item 3)
  - d. Perennial Ryegrass Sod: Shall consist of a blend of a minimum of three(3) quality hybridized Perennial Ryegrasses of equal proportions (Item 4)
  - e. Sod for Shade: Shall consist of a blend of 40% quality hybridized Kentucky Bluegrass, 40% quality hybridized Chewings Fescue, 20% quality hybridized Perennial Ryegrass (Item 5)



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- Sod shall be free of all grassy and broadleaf weeds.
- Sod shall be free of soil-borne insects, diseases, nematodes, and thatch.
- Sod shall arrive on site in a healthy, non-drying condition. The sod shall be kept moist and shaded until installation. No sod shall be installed that is browning and/or wilting. The County reserves the right to reject any or all sod deemed unsatisfactory for installation.

#### **Submittals**

The contractor shall submit for approval to the County the following information:

- Specific names, varieties, and respective percentages of each grass found in the sod supplied
- Percentages of each variety may vary by 5% to that specified above
- Date(s) the sod was cut

#### **Cutting Sod**

Before stripping, sod shall be mowed to a uniform height of 1" to 2 %". Sod shall be machine cut at a uniform soil thickness of 5/8". Thatch and top growth shall be excluded from the measurement. The sod pad shall be cut to a minimum uniform width of 18" and a minimum length of 24".

#### **CONSTRUCTION METHODS – SECTION 2:**

#### **Preparation of Grade**

The area to be sodded shall be shaped and finished to a grade below the final lines and grades plan to allow for the depth of sod being placed or as directed by the County. Prior to installation of sod, the surface shall be stripped of all vegetation and the top two (2) inches loosened and supplemented with soil amendments which will produce a soil mixture similar



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to the soil of the supplied sod. No herbicides or other chemical treatment shall be allowed.

#### **Placing**

The sod shall be placed on moist, well-graded topsoil with soil amendments as noted under **Preparation of Grade**.

#### **Laying the Sod**

The sod shall be placed on the prepared surface with the edges in close contact. The sod shall be neatly placed and all joints shall be staggered. Each strip or section of sod shall be fitted and tamped with hand tampers of not less than 100 sq. inches in area to assure good contact with the prepared surface. Where depressions or soil displacements occur during installation, the sod panel shall be removed, and the depression filled with the appropriate soil mix and brought to plane of surrounding grade. The sod panel shall be reset and tamped.

#### Irrigation

The contractor shall water the sod immediately after placement to a depth sufficient to wet both the underside of the sod pads and the soil immediately below the sod. The contractor shall be responsible for keeping the sod and soil moist until sufficient growth is established.

#### **Fertilization**

Plant fertilizer shall be delivered to the site in unopened marked bags. The contractor shall provide fertilizer for newly laid sod approximately six (6) weeks after installation to help stimulate root growth. The fertilizer type should be a 10-10-10 or similar formular of no more than 1 pound of nitrogen per 1,000 SF of sod or in accordance with industry best practices in close coordination with the County.



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A satisfactory stand of grass as determined by the County shall be required. All sod in which shrinking, burning, or browning occurs shall be rejected, removed, and replaced.

#### **METHOD OF MEASUREMENT – SECTION 2:**

The quantity of sodding to be paid for under this contract shall be the number of square yards of sod placed conforming with all the requirements of these specifications, complete and accepted. Measurement will be made along the surface of the completed area sodded.

#### **MATERIALS – SECTION 3:**

#### Seed or Plugs for Meadows or Grasslands

- 1. All seed shall be fresh, recleaned seed of the most recent crop and native or indigenous to Delaware.
- 2. All seed should be sourced from Mid-Atlantic region plants native or indigenous to Delaware by reputable suppliers to preserve local genotypes.
- <u>3.</u> All plugs shall be plants that are native or indigenous to Delaware.
- <u>4.</u> County reserves the right to pre-approve any seed or seed mixes.
- <u>5.</u> Seed mixes shall conform to site conditions of area to be seeded.
- 6. All seed shall be delivered in standard sized bags of the vendor, showing weight, analysis, and name of vendor.
- All such seeds or seed mixes are subject to approval by the County, either at the source of supply or project site or both. Documentation of seed to be ordered should be provided to the County for approval.



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- 8. For each plant species, the amount of seed indicated on the specifications shall mean the total amount of pure live seed (PLS) per acre.
- 9. All plugs shall be delivered to the site in flats and be in a healthful and vigorous growth condition.

#### **CONSTRUCTION METHODS – SECTION 3:**

#### **Preparation of Grade**

- Depending on the existing conditions of an area to be established as or converted to meadow or grassland the following shall occur in accordance with industry best practices:
  - a. New Meadows or Grassland

The area shall be shaped and finished to the lines and grades indicated on the plans or as directed by the County. Prior to installation of a meadow or grassland area, the surface shall be stripped of all vegetation (as necessary) and the top two (2) inches loosened and supplemented with soil amendments, as necessary, per seed mixture guidelines. No herbicides' or other chemical treatment shall be allowed. For smaller areas, the long-term smothering with impermeable cover or other means may be acceptable.

b. Conversion of Existing Turf Grass to Meadows or Grassland

The area shall be removed from regular mowing. Prior to the conversion of an existing turf grass area to meadow, the top two (2) inches shall be loosened and supplemented with soil amendments as necessary per seed mixture guidelines. No herbicides or other chemical treatment shall be allowed. For smaller areas, the long-term smothering with impermeable cover or other means may be acceptable.



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#### **Sowing of Seed or Planting of Plugs**

For larger meadow or grassland areas, broadcast, drop seeding, or hydroseeding by mechanized means is most efficient. For smaller meadow or grassland areas, hand or mechanized planting of plugs may be feasible or necessary. All plug planting shall only occur during spring months after the ground has been adequately prepared. Seeding is generally best implement in late summer or early fall but may also occur during the spring.

- Seeding shall occur at the PLS rate per acre as recommended by the seed mix supplier.
- Plug planting shall occur at the plant spacing as recommended by the
  plant nursery supplier. Plugs may be intermingled randomly by species or
  arranged in accordance with a planting scheme. Animal protection may
  be necessary to prevent loss of plantings.

#### **Irrigation**

All meadow areas shall include provisions for supplemental irrigation, particularly to induce seed germination and during the initial years of establishment of the meadow or grassland, as deemed necessary by the County.

#### **Fertilization**

Plant fertilizer shall be delivered to the site in unopened marked bags. All meadow areas shall include provisions for supplemental fertilization, particularly to prevent transplant shock of planted plugs and during the initial years of establishment of the meadow or grassland, as deemed necessary by the County. Timing of fertilization may be dependent on the mowing schedule.



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#### **Maintenance**

- Mowing shall occur in accordance with a maintenance schedule developed in conjunction with the County. Typically, such mowing is only necessary once or twice per year. Mow height and timing is critical to the success of a meadow or grassland and shall occur in close consultation with the County over the duration of the contract.
- 2. Invasive or Woody Plant Removal shall be included with the contract to proactively eliminate the encroachment of plants detrimental to the establishment of a healthful meadow or grassland. These plants may require hand removal or mechanical removal, as deemed appropriate by the County.
- 3. Turf grass borders shall generally be established around the borders of a meadow or grassland area and are typically 5 to 10 feet in width. Additionally, turf grass pathways and areas may be placed through meadow or grassland areas to provide recreational or other maintenance access. The maintenance of these areas, which require more regular mowing, may be part of the contract as determined by the County.

#### **METHOD OF MEASUREMENT – SECTION 3:**

The quantity of meadow or grassland to be paid for under this contract shall be the number of acres of meadow or grassland seeded, established and maintained conforming with all the requirements of these specifications, complete and accepted.

Measurement will be made along the surface of the completed area seeded, established and maintained over a three-year duration of the contract, extended as necessary by the County.



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#### **MATERIALS- PERMANENT AND TEMPORARY STABILIZATION- SECTION 4**

#### **Permanent Turf Grass**

- 1. All seed shall be fresh, recleaned seed of the most recent crop.
- 2. All seed should be sourced from Mid-Atlantic region plants native or indigenous to Delaware by reputable suppliers to preserve local genotypes.
- <u>3.</u> County reserves the right to pre-approve any seed or seed mixes.
- <u>4.</u> Seed mixes shall conform to site conditions or as specified by a plan from the County of area to be seeded.
- 5. All seed shall be delivered in standard sized bags of the vendor, showing weight, analysis, and name of vendor.
- 6. All such seeds or seed mixes are subject to approval by the County, either at the source of supply or project site or both. Documentation of seed to be ordered should be provided to the County for approval.
- 7. For each plant species, the amount of seed indicated on the specifications shall mean the total amount of pure live seed (PLS) per acre.
- 8. All seeding must be in accordance with the Delaware Erosion and Sediment Control Handbook. This includes stabilization methods prior to seed germination and time of year requirements.

#### **Temporary Stabilization**

1. Seeding must be in accordance with the Delaware Erosion and sediment control handbook.



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2. If permanent vegetation is not seeded within 6 months of temporary stabilization, then additional temporary stabilization must be seeded.

#### **CONSTRUCTION METHODS – SECTION 4**

#### **Preparation of Grade**

- 1. Grade must be prepared with a minimum of 4 inches of topsoil or as specified on a plan. When the site has more topsoil than needed the depth of topsoil should not exceed 12 inches. Topsoil must be free of trash, organic debris, rocks, weeds, and have the required pH for the seed being specified.
- 2. In sloped areas the topsoil should be tracked in if spread by a dozer perpendicular to the slope.
- 3. Conversion of farmland to turf must consist of tilling in the organic residue from the field to eliminate the residue from the area and provide a smooth surface for planting.

#### Seeding

- Seeding shall be done at a rate specified by the manufacture or by a plan.
   Seeding must be applied in accordance with the standards outlined within the Delaware erosion and sediment control handbook (DESCH). Seeding is generally best implement in late summer or early fall but may also occur during the spring
- 2. All disturbed seeding beds must have stabilization applied as permitted within the DESCH.
- 3. Seeding shall occur at the PLS rate per acre as recommended by the seed mix supplier.



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#### **Irrigation**

All turf areas shall include provisions for supplemental irrigation, particularly to induce seed germination and during the initial year of establishment.

#### **Fertilization**

Fertilizer shall be delivered to the site in unopened marked bags. All turf areas shall include provisions for supplemental fertilization. Timing of fertilization may be dependent on the mowing schedule.

#### Maintenance

- 1. Mowing shall occur in accordance with a maintenance schedule developed in conjunction with the County. Typically, such mowing is only necessary two to four times a month. Mow height shall be maintained between 3.5 and 4 inches.
- 2. Vegetation not included within the seed mix should be treated by acceptable means to remove the vegetation from the turf grass.
- 3. Edging along all pavement, curbing, and landscaping shall occur monthly.

#### METHOD OF MEASUREMENT – SECTION 4

The quantity of permanent and temporary stabilization to be paid for under this contract shall be the number of acres of stabilization, established and maintained conforming with all the requirements of these specifications, complete and accepted.



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Measurement will be made along the surface of the completed area stabilized, established and maintained over a one to three-year duration of the contract, extended as necessary by the County.

#### **MATERIALS – REFORESTATION-SECTION 5**

#### **Reforestation**

- 1. All seed shall be fresh, recleaned seed of the most recent crop and native or indigenous to Delaware.
- 2. All seed should be sourced from Mid-Atlantic region plants native or indigenous to Delaware by reputable suppliers to preserve local genotypes.
- <u>3.</u> County reserves the right to pre-approve any seed or seed mixes.
- <u>4.</u> Seed mixes shall conform to site conditions or as specified by a plan from the County of area to be seeded.
- 5. All seed shall be delivered in standard sized bags of the vendor, showing weight, analysis, and name of vendor.
- 6. All such seeds or seed mixes are subject to approval by the County, either at the source of supply or project site or both. Documentation of seed to be ordered should be provided to the County for approval.
- 7. For each plant species, the amount of seed indicated on the specifications shall mean the total amount of pure live seed (PLS) per acre.

All seeding must be in accordance with the Delaware Erosion and Sediment Control Handbook. This includes stabilization methods prior to seed germination and time of year requirements.



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- 8. If plants are to be utilized in place of seed they should be plugs or whips unless otherwise specified on a Landscape Plan
- <u>9.</u> Trees or woody vegetation must be planting in a manner to be protected from mowing throughout the reforestation area. This may include temporary or permanent signage, temporary or permanent fencing, buffer plantings and/or other means per a vendor-written management plan as directed/approved by the County.
- <u>10.</u> See Section 40.23.240 and Appendix 3 of the New Castle County Unified Development Code (UDC) for additional reforestation requirements.

#### **Temporary Stabilization**

- 1. When necessary temporary seeding must be in accordance with the Delaware Erosion and sediment control handbook.
- 2. If permeant vegetation is not established within 6 months of temporary stabilization, then additional temporary stabilization may be necessary.

#### **CONSTRUCTION METHODS – SECTION 4**

#### **Preparation of Grade**

- 1. Grade must be prepared with a minimum of 4 inches of topsoil or as specified on a plan. When the site has more topsoil than needed the depth of topsoil should not exceed 12 inches. Topsoil must be free of trash, organic debris, rocks, weeds, and have the required pH for the seed being specified.
- 2. In sloped areas the topsoil should be tracked in if spread by a dozer perpendicular to the slope.



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 Conversion of farmland to reforestation must consist of tilling in the organic residue from the field to eliminate the residue from the area and provide a smooth surface for planting.

#### **Planting**

- Seeding shall be done at a rate specified by the manufacture or by a plan. Seeding must be applied in accordance with the standards outlined within the Delaware erosion and sediment control handbook (DESCH).\_Seeding is generally best implement in late summer or early fall but may also occur during the spring
- 2. All disturbed seeding beds must have stabilization applied as permitted within the DESCH.
- 3. Seeding shall occur at the PLS rate per acre as recommended by the seed mix supplier.
- 4. Trees must be planting in accordance with a plan and adhere to the landscape planting section.

#### **Irrigation**

All areas shall include provisions for supplemental irrigation, particularly to induce seed germination, protect trees and plants, and during the initial year of establishment.

#### **Fertilization**

Fertilizer shall be delivered to the site in unopened marked bags. All areas shall include provisions for supplemental fertilization. Timing of fertilization may be dependent on the mowing schedule.



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#### **Maintenance**

- Mowing shall occur in accordance with a maintenance schedule developed in conjunction with the County. Typically, such mowing is only necessary two to three times a year until the area is reforested. Generally early spring and possibly late summer. Mow height shall be maintained between 12-24 inches. During mowing it should be mowed to 8-12 inches.
- 2. Vegetation not included in the reforestation area should be treated by acceptable means to remove the vegetation. Chemical application is acceptable as long as it is in accordance with County standards and applied by a licensed applicator in the State of Delaware.
- 3. Edging along all pavement, curbing, and landscaping shall occur monthly.
- 4. Animal protection is required to protect woody vegetation.

#### METHOD OF MEASUREMENT - SECTION 4

- The quantity of reforested area to be paid for under this contract shall be the number of acres of vegetation, trees planted and established and maintained conforming with all the requirements of these specifications, complete and accepted.
- Measurement will be made along the surface of the completed area reforested, established and maintained over a three-five year duration of the contract, extended as necessary by the County.

#### **FUNDING OUT**

The continuation of this contract is contingent upon funding appropriated by New Castle County Council.



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#### **COST**

Please provide cost as specified for this purchasing request on the Pricing Page. Vendor is to quote on the attached pricing pages. Prices quoted shall include all labor, installation, and maintenance as defined in the specifications.

#### **RIGHT TO INSPECT**

New Castle County reserves the right to use any information it sees fit to establish the ability and qualifications of any bidder to perform all conditions of the contract, including, but not limited to, visiting bidder's service facilities and requesting additional information after opening bids if such inspection and additional information is considered necessary to properly evaluate a bidder's qualifications and capabilities. This prevents New Castle County from entering into a contract with a firm unable to furnish the quality of workmanship, materials, or services the County requires.

#### **BASIS OF AWARD**

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

The Division of Purchasing reserves the right to reject any or all bids in whole or in part, to make multiple awards, partial awards, award by types, award by sections, item by item, or lump sum total, whichever may be most advantageous to New Castle County. There is no guarantee that New Castle County will grant to any awardee any request for services and/or products.

Pursuant to County Code, New Castle County reserves the right to purchase goods, contractual, and professional services from other governments and cooperative purchasing agreements when it is determined by the Office of Technology and Administrative Services to be in the best interest of the County.

#### **INDEMNITY**

Vendor shall indemnify, defend, and hold harmless New Castle County from and against any and all claims, demands, suits, judgments, costs, and expenses asserted by a person or persons, including, but not limited to, agents, employees, or volunteers of vendor, by reason of death or



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injury to persons, or loss or damage to property, resulting from operations or use of services, products and/or equipment purchased hereunder, or sustained in or upon the premises of New Castle County.

#### STATE OF DELAWARE BUSINESS LICENSE

Within seven (7) days from receiving a notice of award, the successful vendor shall either furnish the County with proof of a Delaware Business Licensure or initiate the process of application where required. https://onestop.delaware.gov/

#### **CONTRACT ACCESSIBILITY**

This contract shall be accessible to State agencies, political subdivisions, school districts, and volunteer fire companies.

#### **CONFIDENTIALITY**

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

New Castle County is a public agency and is subject to the Freedom of Information Act (FOIA). State Code Title 29, Chapter 100. Vendor(s) are advised that once a proposal/bid is received by New Castle County and a decision on contract award is made, its contents will become public record, and nothing contained in the proposal will be deemed to be confidential except those proprietary items marked as "trade secrets".

#### **SUPPLIER DIVERSITY**

New Castle County encourages supplier diversity. Please provide information on your firm's effort to encourage supplier diversity in your workforce and in the selection of sub-contractors.



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#### **MINORITY**

Minority and Women-owned Business Enterprises (MWBE) will be afforded full opportunity to submit proposals and will not be subject to discrimination on the basis of race, color, national origin, sex, religion, age, disability, or sexual orientation in the consideration of this award.

#### **MATERIAL SAFETY DATA SHEETS (MSDS)**

If required by State or Federal regulations, the awarded vendor must provide the MSDS sheets to the Risk Management Division and to the requesting department.

#### **REQUIRED INSURANCE**

#### Workers' Compensation & Employer's Liability Insurance

Vendor shall purchase and keep in force and effect workers' compensation insurance that will provide the applicable statutory benefits for all of the vendor's employees who may or do suffer covered injuries or diseases while involved in the performance of their work for the Vendor; and, even if permitted to do so by statute, Vendor shall not reject any workers' compensation insurance option that, in the absence of such a rejection, would be applicable to any of the said employees. The policy providing the workers' compensation insurance shall include: (1) broad form all-states coverage; (2) an endorsement that specifically waives any subrogation rights the insurer would otherwise have against New Castle County, its officials or employees.

Vendor shall purchase and keep in force and effect, Employer's Liability insurance with minimum limits for each employee of \$1,000,000 for each bodily injury by accident, or occupational disease, and \$1,000,000 aggregate minimum limits for all bodily injuries by accidents and occupational diseases within the coverage period, regardless of the number of employees who may sustain bodily injuries by accident or occupational disease.

#### <u>Automobile and General Liability Insurance</u>

Vendor shall purchase: (1) motor vehicle liability coverage, for owned, hired and non-owned vehicles, covering any and all claims for bodily injury and property damage that arise out of Vendor's performance of work for New Castle County, (2) comprehensive Commercial General Liability (CGL) insurance with limits of no less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate. The CGL policy shall be extended by endorsement or otherwise to also



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include (a) coverage for Contractual Liability assumed by Vendor, with defense provided in addition to and separate from policy limits for indemnities of the named insured, (b) coverage for Independent Contractor Liability providing coverage in connection with such portion of the Services being subcontracted prior to any of the Services being subcontracted, in accordance with the terms and conditions of this Agreement, (c) coverage for Broad Form Property Damage Liability, (d) coverage for Personal Injury and Advertiser's Liability, (e) products and completed operations.

#### () Professional Liability Insurance (applicable if checked)

Each vendor of professional services for whom this provision is applicable shall provide professional liability insurance with limits of at least \$1,000,000 per occurrence and \$3,000,000 annual aggregate. All insurance required under this contract except workers' compensation, employer's liability, and professional liability (if applicable) shall be provided on a policy(s) that specifically names New Castle County, its officials and employees as additional insureds. Each policy shall provide an endorsement that specifically waives any subrogation rights the insurer would otherwise have against New Castle County, its officials or employees.

Each policy shall be endorsed to require the insurer to give New Castle County at least thirty (30) days' advance written notice of the insurer's intention to cancel, refuse to renew, or otherwise terminate the policy, suspend or terminate any coverage under the policy, or reduce any policy limits, increase any policy deductibles, or otherwise modify or alter any terms or conditions of the policy or renewal issued by the same insurer.

Each policy shall be written by a carrier licensed by the State of Delaware to do insurance business of the type involved in the State of Delaware, and which has, and maintains for the life of this contract, at least an "A" rating from the A.M. Best Agency with "Stable" outlook. Any change in this rating or outlook must be related to New Castle County by the Vendor or insurance carrier as soon as possible upon learning of same, and the Vendor shall use due diligence with its insurance broker or carrier to keep track of same.

All insurance required under this contract except workers' compensation, employer's liability and professional liability shall expressly provide that such insurance shall be primary insurance, and any similar insurance in the name of Vendor shall be excess and non-contributing.

Deductibles for insurance provided under this contract shall not exceed five percent (5%) of policy limits.



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#### LANDSCAPING/SOD/MEADOWS/SEEDING/REFORESTATION

#### **DELAWARE LABOR**

New Castle County encourages the use of Delaware Labor. Please specify the office location(s) and percentage of the primary and sub-consultant (if applicable) that will be provided by each office.

#### **COOPERATIVE CONTINGENCY**

Pursuant to County Code, New Castle County reserves the right to purchase goods, contractual, and professional services from other governments and cooperative purchasing agreements when it is determined by the Office of Technology and Administrative Services to be in the best interest of the County.

#### LENGTH OF CONTRACT

From date of award through June 30, 2023 pricing shall be firm for the length of the contract. This contract may be extended for a period of five (5) years, one (1) year at a time, by mutual agreement of both parties.

#### **ADDITIONS**

New Castle County may require additional horticultural related items, hardscape services, and/or equipment and services not specifically listed. Vendor may be given the opportunity to provide a quote. If the quotes are deemed to be non-competitive, New Castle County reserves the right to obtain quotes from other vendors.

#### SUB-CONTRACTING STATEMENT

Sub-Contracting of the goods and services as listed within this bid/RFP is permitted. A list of all Sub-Contractors that potentially shall perform work on behalf of the Vendor shall be provided to New Castle County. All subcontractors shall provide proof of all necessary licenses prior to award as listed within this RFP, and all sub-contractors shall be subject to all insurance requirements that the awarded Vendor is subject to. The Vendor shall assume full responsibility for all subcontractors utilized on this RFP and New Castle County will consider the Vendor the single point of contact for all issues.



## New Castle County Purchasing Division 87 Reads Way

87 Reads Way New Castle, DE 19720 (302) 395-5250

#### Bid# 23A-008

#### LANDSCAPING/SOD/MEADOWS/SEEDING/REFORESTATION

#### **PRICING PAGE**

#### **PLANT LIST – SECTION 1**

<u>Item</u>	Quantity	Unit Price	Size	Culture	Description
1	1 - 10	\$	1 ½" - 2" cal.	B & B	Deciduous Tree
	11 - 25	\$	1 ½" - 2" cal.	B & B	Deciduous Tree
	26 - 50	\$	1 ½" - 2" cal.	B & B	Deciduous Tree
2	1 – 10	\$	2" – 2 ½" cal.	B & B	<b>Deciduous Tree</b>
	11 - 25	\$	2" – 2 ½" cal.	B & B	<b>Deciduous Tree</b>
	26 – 50	\$	2" – 2 ½" cal.	B & B	Deciduous Tree
2	1 10	ć	2 ½" - 3"	B & B	Deciduous Tree
3	1-10	\$ \$			Deciduous Tree
	11 – 25		2" – 2 ½" cal.	B & B	Deciduous Tree
	26 – 50	\$	2" – 2 ½" cal.	B & B	Deciduous Tree
4	1-10	\$	3" - 3 ½"	B & B	Deciduous Tree
	11 – 25	\$	2" – 2 ½" cal.	B & B	Deciduous Tree
	26 – 50	\$	2" – 2 ½" cal.	B & B	Deciduous Tree
5	1 – 10	\$	1" - 1 ½" cal.	B & B	Flowering Tree
	11 – 25	\$	1" - 1 ½" cal.	B & B	Flowering Tree
	26 – 50	\$	1" - 1 ½" cal.	B & B	Flowering Tree
6	1 -10	\$	1 ½" - 2"	B & B	Flowering Tree
	11 – 25	\$	1 ½" - 2"	B & B	Flowering Tree
	26 – 50	\$	1 ½" - 2"	B & B	Flowering Tree
7	1 -10	\$	2 1/2	B & B	Flowering Tree
	11 – 25	\$	2 1/2	B & B	Flowering Tree
	26 – 50	\$	2 1/2	B & B	Flowering Tree
			-		
8	1 – 20	\$	18" – 24"	#2 Can	Shrub
	21 – 75	\$	18" – 24"	#2 Can	Shrub
	76 – 150	\$	18" – 24"	#2 Can	Shrub
9	1 – 20	\$	25" – 36"	#2 Can	Shrub
9	1 - 20	۲	23 - 30	π2 Call	Jiliub



#### **New Castle County**

Purchasing Division 87 Reads Way New Castle, DE 19720 (302) 395-5250

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	21 – 75	\$	25" – 36"	#2 Can	Shrub
	76 – 150	\$	25" – 36"	#2 Can	Shrub
	70 130	<u> </u>	23 30	"Z Cdii	Sinus
10	1 – 20	\$	36" - 48%	B & B	Shrub
	21 – 75	\$	36" - 48%	B & B	Shrub
	76 – 150	\$	36" – 48%	B & B	Shrub
11	1 – 200	\$	1 yr.	Bare Root	Ground Cover
	201 – 1000	\$	1 yr.	Bare Root	<b>Ground Cover</b>
	1001 - 5000	\$	1 yr.	Bare Root	Ground Cover
12	1 – 200	\$	3 ½" Pot		Ground Cover
	201 – 1000	\$	3 ½" Pot		<b>Ground Cover</b>
	1001 – 5000	\$	3 ½" Pot		Ground Cover
13	1 – 200	\$	Plug		Perennial
	201 – 1000	\$	3 ½" Pot		Ground Cover
	1001 – 5000	\$	3 ½" Pot		Ground Cover
14	1 – 25	\$	4" Pot		Perennial
	26 – 75	\$	3 ½" Pot		Ground Cover
	76 – 200	\$	3 ½" Pot		Ground Cover
15	1-25	\$	6" Pot		Perennial
	26 – 75	\$	6" Pot		Perennial
	76 – 200	\$	6" Pot		Perennial
16	1-24	\$	2" Pot		Annual
	25 – 144	\$	2" Pot		Annual
	145 – 500	\$	2" Pot		Annual
17	1-10	\$	5' – 6' Ht.	B & B	Pine Species
	11 – 25	\$	5' – 6' Ht.	B & B	Pine Species
	26 – 50	\$	5' – 6' Ht.	B & B	Pine Species
18	1-10	\$	8' – 9' Ht.	B & B	Pine Species
	11 – 25	\$	5' – 6' Ht.	B & B	Pine Species
	26 – 50	\$	5' – 6' Ht.	B & B	Pine Species



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19	1 – 10	\$ 6' – 7' Ht.	B & B	Hemlock
	11 – 25	\$ 6' – 7' Ht.	B & B	Hemlock
	26 - 50	\$ 6' – 7' Ht.	B & B	Hemlock
20	1 – 10	\$ 9' – 10' Ht.	B & B	Hemlock
	11 – 25	\$ 9' - 10' Ht.	B & B	Hemlock
	26 – 50	\$ 9' – 10' Ht.	B & B	Hemlock
21	1-10	\$ 5' - 6' Ht.	B & B	E. Red Cedar
	11 – 25	\$ 5' - 6' Ht.	B & B	E. Red Cedar
	26 – 50	\$ 5' - 6' Ht.	B & B	E. Red Cedar
22	1 – 10	\$ 8' - 9' Ht.	B & B	E. Red Cedar
	11 – 25	\$ 8' - 9' Ht.	B & B	E. Red Cedar
	26 – 50	\$ 8' - 9' Ht.	B & B	E. Red Cedar
23	1-10	\$ Per Water		
	44 50	Bag		
	11 – 50	\$ Per Water Bag		
	26 – 50	\$ Per Water		
		Bag		

#### **SOD – SECTION 2:**

Item		Price	Item Needed
1.	SY	\$	Hybrid Kentucky Bluegrass Sod
2.	SY	\$	Hybrid Kentucky Bluegrass/Ryegrass Sod
3.	SY	\$	Hybrid Fine Fescue Sod
4.	SY	\$	Hybrid Perennial Ryegrass Sod
5.	SY	\$	Shade Mixture Blend Sod
6.	200 Gallons	\$	Per 2000 Gallon Potable Water

#### **MEADOW OR GRASSLAND – SECTION 3**

Item	Unit	Price	Item Needed
1.	Acre	\$	Site preparation
2.	Acre	\$	Meadow seed mix sowing



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3.	Acre	\$ Grassland seed mix sowing
4.	Acre	\$ Mowing (per each occurrence)
5.	Acre	\$ Invasive or woody plant control
6.	2000 Gallons	\$ Per 2000-Gallon Potable Water
7.	Acre	\$ Per application of fertilizer (as necessary)

#### PERMANENT AND TEMPORARY STABILIZATION – SECTION 4

Item	Unit	Price	Item Needed
1.	Acre	\$	Site preparation
2.	Acre	\$	Permanent seed sowing
3.	Acre	\$	Temporary seed mix sowing
4.	Acre	\$	Mowing (per each occurrence)
5.	Acre	\$	Invasive or woody plant control (as necessary)
6.	2000 Gallons	\$	Per 2000-Gallon Potable Water
7.	Acre	\$	Per application of fertilizer (as necessary)

#### **REFORESTATION – SECTION 5**

Item	Unit	Price	Item Needed
1.	Acre	\$	Site preparation
2.	Acre	\$	Reforestation seed mix sowing
3.	Acre	\$	Plugs and whips planting
4.	Acre	\$	Mowing (per each occurrence)
5.	Acre	\$	Invasive control
6.	2000 Gallons	\$	Per 2000-Gallon Potable Water
7.	Acre	\$	Per application of fertilizer (as necessary)



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#### LANDSCAPING/SOD/MEADOWS/SEEDING/REFORESTATION

#### **NON-COLLUSION STATEMENT**

By signing below, the Vendor certifies they have neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal, and further certifies that it is not a subcontractor to another Vendor who also submitted a proposal as a primary Vendor in response to this solicitation.

#### **SIGNATURE PAGE**

Company Name:
Company Address:
Company Tax ID #:
Authorized Representative Printed Name:
Authorized Representative Email Address:
Authorized Representative Telephone #:
Authorized Representative Facsimile #:(if applicable)
Authorized Representative Signature:
Date Signed:
How did you hear about this opportunity?

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#### Bid# 23A-008

#### LANDSCAPING/SOD/MEADOWS/SEEDING/REFORESTATION

#### **AUTHORIZED REPRESENTATIVE PROCUREMENT AFFIDAVIT**

I HEREBY AFFIRM THA	AT:
(th	and I am duly authorized to represent and bind (business) e "Business"), and that I possess the legal authority to make this
Affidavit on behalf of mys	elf and the Business for which I am acting.
I FURTHER AFFIRM TH	IAT:
officers, directors, partner obtaining or performing contracts, certain subcont benefits, pursuant to the 9.404, and each agency's and debarment.  I DO SOLEMNLY DECLARE CONTENTS OF THIS AFFID	of my knowledge, information, and belief, the Business, nor any of its rs, members, affiliates, or any of its employees directly involved in ontracts with public bodies has been excluded from receiving Federa tracts, and certain Federal financial and non-financial assistance and provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR codification of the Common Rule for non-procurement suspension  AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE AVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, EF, AFTER DILIGENT INQUIRY.
Name:	
Title:(Authorized Representative and	
Signature:	
Date:	