

INVITATION TO BID

January 18, 2023

Dear Vendor,

Enclosed you will find a bid package for services for the City of Seaford **High Street Maintenance Bids**. All pertinent information is contained within.

Should you need clarification on any item, please contact Katie Hickey, Supt. of Parks and Recreation at 302-629-6809.

Thank you for reviewing this information and participating in our bidding process.

Sincerely,

City of Seaford
Charles Anderson
City Manager
Enclosures

Bid Notice

Sealed bids will be received by the City Manager of the City of Seaford, 414 High Street, Seaford, DE 19973, until 2:30 p.m., prevailing time on Wednesday, February 22, 2023, for **“High Street Maintenance Bid”** All bids will be opened in the Council Chambers and read aloud at this time. The City Manager and staff will then evaluate them for compliance.

The bids may be presented to the Mayor and Council at their regular meeting on February 28, 2023, at 7:00 p.m., in Council Chambers, 414 High Street. They may be awarded at this time. The Mayor and Council reserve the right to reject any and all bids.

Bids must be submitted in a sealed envelope, addressed ATTN: Charles Anderson, City Manager, City of Seaford, P.O. Box 1100, Seaford, DE 19973. The outside of the envelope must be marked **“Attn: City Manager, High Street Maintenance Bid 2023”** and the bidder’s name shall be shown thereon. All proposals must be made on the bid form provided in the specifications. All proposals must conform to the bid documents. Any exceptions will be evaluated for suitability and acceptance is at the sole discretion of the owner.

The successful bidder shall also secure and maintain, at its own expense, during the contract term, the types and limits of insurance outlined in the contract documents.

Complete specifications and contract documents will be available at the City of Seaford, 414 High Street, Seaford, Delaware 19973. Copies may be obtained by calling Ashley Heinicke, City Clerk at (302) 629-9173.

No bids may be withdrawn after the scheduled time from the receipt of bids for a period of thirty days. The City of Seaford reserves the right to reject any and all bids and to waive any or all informalities in any bid or bids.

City of Seaford

Charles Anderson
City Manager

INFORMATION FOR BIDDERS

BIDS will be received by the City of Seaford (herein called the “Owner”) in the Council Chambers by the **City Manager, City Hall, 414 High Street, Seaford, Delaware until 2:30 p.m., prevailing time, on Wednesday, February 22, 2023**, and then at said location publicly opened and read aloud.

BIDDERS are advised that the bid is for all materials, equipment, manpower and services, required to maintain several locations as described in this specification.

Each BID must be submitted in a **sealed envelope**, addressed to the City Manager, City of Seaford, City Hall, 414 High Street, P.O. Box 1100, Seaford, DE 19973. Each sealed envelope containing a bid must be **plainly marked on the outside as “Attn: City Manager “High Street Maintenance Bid 2023” and the envelope should bear on the outside the name of the BIDDER and their address.**

If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the OWNER. Any BID received after that time and date specified shall not be considered.

All BIDS must be made on the required BID proposal form. All blank spaces for BID prices must be filled in, in ink, or type written, and the BID form must be fully completed and executed when submitted. One copy of the BID form is required. BIDS and/or alternate bids submitted by FAX will not be accepted.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of the BIDS or authorized postponement thereof. No BIDDER may withdraw a BID within thirty (30) days after the actual date of the opening thereof.

BIDDERS must satisfy themselves of the accuracy of the required work in the BID documents by a review of the CONTRACT DOCUMENTS. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the location, use of property or conditions outlined in the CONTRACT DOCUMENTS.

Information obtained from an officer, agent or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve them from fulfilling any of the conditions of the contract.

The OWNER may make such investigation as they deem necessary to determine the ability of the BIDDER to provide the necessary materials and/or labor and equipment to carry out the work and the BIDDER shall furnish to the OWNER all such information for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigations of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement. A conditional or qualified BID will not be accepted.

Award may be made to the lowest, responsible BIDDER. The Mayor and Council reserve the right to reject any and all bids. **The bids may be presented to the Mayor and Council at their Regular Meeting on February 28, 2023, at 7:00 p.m., in Council Chambers, 414 High Street, Seaford, DE.**

All applicable laws, ordinances and the rules and regulations of all authorities having jurisdiction over the WORK shall apply to the contract throughout. Each BIDDER is responsible for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure of the BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation respective to their BID.

CITY OF SEAFORD HIGH STREET MAINTENANCE BID

ALL REQUIREMENTS OUTLINED ARE MANDATORY FOR THIS CONTRACT AND SHOULD BE COMPLETELY UNDERSTOOD BY THE VENDOR PRIOR TO PLACING HIS BID.

PURPOSE:

The intent of this contract is to provide maintenance of the landscaping along both sides of High St. (from Market Street to Cedar Avenue). Includes all planters at each intersection and on each side of the sidewalks. Maps will be provided with visuals to specify what planters are included. The goal of this specification is to keep these prominent areas of the City of Seaford in the best condition possible and to beautify these identified areas so they will be appealing to our residents and visitors.

The City of Seaford hosts several community events throughout the year. The dates of the 2023, 2024 and 2025 events will be provided to the vendor by the Superintendent of Parks and Recreation once all dates have been finalized. Within the prices bid for the work described herein the successful vendor shall adjust his maintenance schedule to accommodate each event throughout the duration of the contract. All bed renovations, mulching, and planting shall be completed prior to Memorial Day, so the areas are in the best possible condition for the spring and summer seasons.

EQUIPMENT AND LABOR:

All necessary equipment, labor and materials are to be supplied by the successful vendor to accomplish all tasks outlined in this proposal.

CONTRACT PERIOD:

All services listed herein are to be provided from March 1, 2023, through November 30, 2023.

If the City finds the services provided by the vendor satisfactory it may, at its sole discretion at the end of each calendar year, extend the contract for the following periods:

March 1, 2024, through November 30, 2024, and March 1, 2025, through November 30, 2025.

AREA OF SERVICE:

1. High St. (From Market St. to Cedar Ave.) See Maps.

SERVICES TO BE PROVIDED AT ALL LOCATIONS:

1. Remove all (debris) trash, weeds and dead or diseased growth from flower beds, planters, and mulched areas on a weekly basis. All curbs and sidewalks are to be kept free of any grass, dirt, sand, leaves, and any other materials on a weekly basis. **NOTE: It is the contractor's responsibility to take and dispose of all weeds. Only trash may be placed in city trash receptacles. All other debris (weeds, dirt, dead growth on plants, and other materials) must be removed and disposed elsewhere.**
2. Provide weed control in all flower beds, planter areas and walks weekly during the entire contract period. The contractor must notify the Superintendent of Parks and Recreation in advance as to what method (and products) will be used. **NOTE: Weed control methods shall be the option of the contractor, whether by pre-emergent, pulling, or chemical application. It is the intent of this bid specification (and the responsibility of the contractor) to keep all flowering beds and mulched areas free of weeds during the entire length of the contract period.**
3. Monitor irrigation system weekly and advise the Superintendent of Parks and Recreation of any damage, or if watering schedule changes are needed.
4. Trim all bushes and shrubs monthly to encourage good growth habits and remove any dead or diseased growth. All shrubs and bushes shall also be trimmed away from sidewalks, roadways, as well as road intersections for visibility and so as not to interfere with pedestrian or vehicular traffic. This includes removing all crimson barberry bushes from bump-out locations.
5. Fertilizer application shall be provided for the planter beds two times per year – spring and fall. The proposed fertilizer shall be specific to the type of plants existing in the planter beds and shall be applied in accordance with the manufacture's recommendations. **NOTE: All insecticides, pesticides and/or fertilizer treatments must be applied by a Licensed Applicator or Certified Applicator. Documentation showing certification must be submitted at the time of bid submission.**
6. Remove old mulch yearly from all flower beds, planters, and any other mulched areas; this shall be done in conjunction with spring flower planting. New mulch of the same coloring shall be installed in all areas, not to exceed 2" to prevent mounding. Bidder is to complete the removal of mulch and the mulching of all areas by the end of June.

SERVICES TO BE PROVIDED BY LOCATION:

During the three-year contract period, the contractor shall completely renovate the existing planting beds beginning at the eastern portion of the corridor and progress west. The limits shall be from Market Street to Pine Street in 2023, Pine Street to Pearl Street in 2024, and Pearl Street to Cedar Avenue in 2025.

1. The contractor shall divide and transplant any existing plantings within the beds that can be divided such as the liriopse and the ornamental grasses. The divided planting materials shall either be relocated to adjacent beds to provide additional planting materials in areas where plants have been lost or removed completely if there is too much overgrowth. The relocation shall be done to complement and maximize the visual appeal of the existing plantings and allow space for the new plantings to be placed. The relocation and plant divisions shall be done by the end of June to maximize plant survivability.
2. The contractor shall provide the following plant materials (or approved equal) during each year of the renovation to augment transplanted materials described above:

350 Moss Phlox
150 Blanket Flowers
100 Butterfly Weed
50 Coneflowers
50 Black-eyed Susans

The new plants shall be planted in the renovated beds along the corridor to complement and maximize the visual appeal of the existing (and relocated) plantings. Attached is a breakdown of the types of species and their sizing for the contractor to reference when purchasing the plants. If the contractor has questions regarding planting or cannot get the types of plants listed above, they must notify the Superintendent of Parks and Recreation.

3. The contractor shall (as part of the bed renovation) expose and inspect the existing irrigation system in all the locations. If there are any damages to the irrigation system, the contractor must notify the Superintendent of Parks & Recreation as soon as possible.

BUSINESS LICENSE

Vendor to produce proof of licensing in the State of Delaware at the time of bid submission.

INSURANCE

The successful vendor to show proof of insurance in the amount of \$500,000 for general liability, as well as \$100,000 Workman's Compensation liability. All insurance shall name the owner; it's appointed and elected officials, officers, servants, agents and employees as insured. The contractor shall submit proposed insurance instruments to the City Manager prior to contract execution for approval.

OTHER COSTS

No cost will be reimbursed to vendor other than bid prices submitted by him, unless first authorized by the City of Seaford.

TERMS OF PAYMENT

Payment for this contract shall be made to the vendor in nine monthly payments. The payments will be based on the total bid amount submitted by the vendor on the bid form. The total bid amount will then be divided into nine payments. The contract shall begin on March 1st, of each year and end on November 30th, of that same calendar year.

DEFAULT

In the event that vendor shall default said contract, the City will notify the vendor, in writing, of the problem. If the problem has not been remedied within fifteen (15) calendar days, the City has the right to terminate said contract and withhold any moneys due to the vendor from that point forward.

CONFLICT OF INTEREST

At no time shall vendor employ City of Seaford personnel for the purpose of performing work at any City facility or specified locations.

WEEKLY AUDIT SYSTEM

Contained in this documentation is a spreadsheet with the location and scope of work outlined. The vendor will be required to complete this spreadsheet and return to the Superintendent of Parks and Recreation by the first day of the contract, March 1st. This spreadsheet is to verify all required work is being completed by the dates given by the vendor. Once per week, the contractor is to notify the Superintendent of Parks and Recreation the work has been completed and to discuss any problems or changes that might need to be addressed. Once the Superintendent of Parks and Recreation verifies all work completed per month, it will be submitted with the vendor's monthly request for payment. **NOTE: Dates for monthly, quarterly, and annual work do not have to be exact upon submission; however, if the date differs from what is submitted, the exact date must be given in advance to the Superintendent of Parks and Recreation. Annual planting dates must be given no later than two weeks in advance.**

PENALTY CLAUSE

Should the vendor not provided satisfactory service (as evidenced by the check sheets) for any weekly period, due to lack of performance or other cause, the City shall deduct 1/36 of the total remuneration due to the contractor for each week acceptable service is not provided. This is derived as follows:

9 total months of contract x 4 weeks per month (average)
= 36 weeks of total service / total bid price submitted by the vendor for that calendar year.
= weekly penalty withheld from vendors pay requisition

BID PROPOSAL FOR High Street Maintenance Bid

City Hall
Attn: City Manager
414 High St.
PO Box 1100
Seaford, DE 19973

Gentlemen,

Proposal of _____ (hereinafter called "Bidder"), organized and existing under the laws of the State of Delaware doing business as _____ (insert "a corporation" "partnership", or "an individual" as applicable) to the City of Seaford, Delaware (hereinafter called "Owner.")

In compliance with your Advertisement for Bids, BIDDER hereby proposes to supply all materials and labor necessary for the maintenance contract for City properties in strict accordance with the CONTRACT DOCUMENTS and at the prices stated below.

By submission of this BID, each BIDDER certified, and in the case of a joint BID each party thereto certified as to his own organization, that this BID has been arrived at independently, without consultation, communications, or agreement as to any matter relating to this BID, with any other BIDDER or with any competitor.

Total Price for 2023 \$ _____

Total Price for 2024 \$ _____

Total Price for 2025 \$ _____

PAYMENTS FOR EACH YEAR TO BE MADE IN ACCORDANCE WITH THE "TERMS OF PAYMENT" PROVISIONS OF THE CONTRACT DOCUMENTS

NOTE: Bids shall include all sales taxes and all other applicable taxes and fees.

Company

Telephone Number/Cell Number

Owner or Authorized Signer (Print or Type)

Fax Number

Owner or Authorized Signer (Signature)

E-mail Address (If Available)

Date

CITY OF SEAFORD
High Street Maintenance Bid

Company Name: _____

How long has your business been licensed in the State of Delaware? _____

How many employees do you have on staff? _____ Full time _____ Part time

List four (4) business that currently use your service.

Name: _____

Phone: _____

Name: _____

Phone: _____

Name: _____

Phone: _____

Name: _____

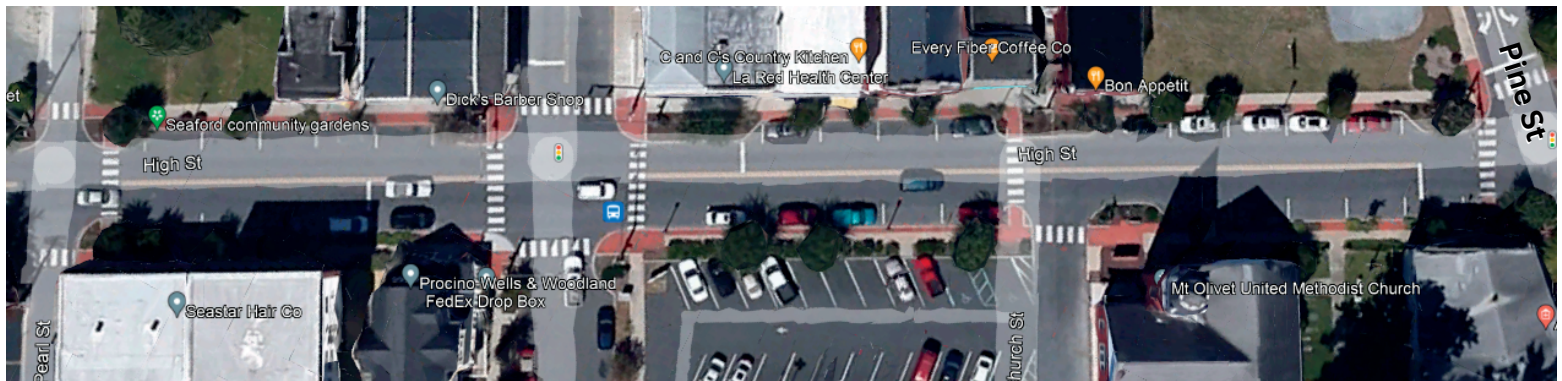
Phone: _____

High Street Sections

2023 - Market St to Pine St



2024 - Pine St to Pearl St



2025 - Pearl St to Cedar Ave



High Street Plants for Contract



Flower Bed Design 1 - Left Box

- Moss Phlox (*phlox subulata*)
 - Variety Color - "Emerald Blue"
 - Height: 6 in
 - Spread: up to 2 ft
- Purple Cone Flower (*echinacea purpurea*)
 - Variety Color - "PowWow Wild Berry", "Kim's Knee High", or "Primadonna Deep Rose"
 - Height: 2-3 ft (PWB), 1-2 ft (KKH), 2-3 ft (PDR)
 - Spread: up to 1.5 ft (PWB), 1-2 ft (KKH), 1.5-2 ft (PDR)
- Black Eyed Susan (*rudbeckia fulgida*)
 - Variety - "Goldsturm" or "Little Goldstar"
 - Height: 2-3ft (G), 1-1.5 ft (LG)
 - Spread: 1-2 ft (G), 1-2 ft (LG)

Flower Bed Design 2 - Right Box

- Moss Phlox (*phlox subulata*)
 - Variety Color - "Emerald Blue"
 - Height: 6 in
 - Spread: up to 2 ft
- Black Eyed Susan (*rudbeckia fulgida*)
 - Variety - "Goldsturm" or "Little Goldstar"
 - Height: 2-3 ft (G), 1-1.5 (LG)
 - Spread: 1-2 ft (G), 1-2 ft (LG)
- Butterfly Weed (*asclepias tuberosa*)
 - Height: 3 ft
 - Spread: 1-2 ft
- Blanket Flower (*gaillardia*)
 - Variety - "Arizona Sun" or "Celebration"
 - Height: 8-10 in (AS), 1-1.5 ft (C)
 - Spread: 1 ft (AS), 14 in (C)

City of Seaford High Street Maintenance Bid:

Please provide dates for the weekly services including: weed and trash/debris removal

MONTH	WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK 5
March					
April					
May					
June					
July					
August					
September					
October					
November					

Please provide dates for the monthly services including: trimming of bushes and shrubs

MONTH	DATE
March	
April	
May	
June	
July	
August	
September	
October	
November	

Please provide dates of application for any fertilizer, insecticide, fungicide, and herbicide

MONTH	DATE
March	
April	
September	
October	

Please provide dates for installation of new plantings:

Week(s) of: _____