



City of Wilmington

Va'Shun "Vash" Turner
City Council Member, 5th District

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Public Works & Transportation Committee

Va'Shun "Vash" Turner, Chair
Ciro Adams, Vice Chair
Ernest "Trippi" Congo, II
Michelle Harlee
Zanthia Oliver
Loretta Walsh
Dr. Hanifa Shabazz, Ex-Officio Member

NOTICE

Public Works & Transportation Committee Meeting

June 17, 2019

5:00 p.m.

1st Floor Council Committee Room

Agenda

- A Resolution Opposing Offshore Drilling
- A Resolution Supporting Wilmington to be a smart city/5G
- A Resolution for Street Sub-Renaming of 1000 W. 5th Street after former Councilman Junior Ortega
- **Ord. 19-028** Authorize and Approve a Contract between the City of Wilmington and Summit Mechanical, Inc. For HVAC Preventative Maintenance
- **Ord. 19-029** Authorize and Approve a Contract between the City of Wilmington and Security Guard, Inc. T/A Gettier Security for Security Guard Services
- **Ord. 19-030** Authorize an Energy Performance Contract for LED Street Lighting between the City of Wilmington and Seiberlich Trane Energy Services
- A Presentation by City of Wilmington Department of Finance Director, Brett Taylor, regarding Parking Meter Feeding and Ticketing Process & Update on Procurement Manual

(06/10/17)

If public comment is permitted during this committee meeting, any member of the public who wishes to speak during the committee meeting will be limited to three minutes per agenda item. If the public's permission to comment is abused, the Chair may exercise greater discretion in limiting public comment.

Wilmington, Delaware
July 1, 2019

#XXXX

Sponsor:
Council
President
Shabazz

WHEREAS, the Department of the Interior's Bureau of Ocean Energy Management has initiated the process to develop a National Outer Continental Shelf Oil and Gas Leasing Program for 2019-2024. This plan could include expanding offshore oil drilling in the Arctic and in the Atlantic, including areas off the coast of Delaware; and

WHEREAS, the Department of the Interior has also endorsed seismic airgun blasting as a technique to find oil and gas deposits under the ocean floor; and

WHEREAS, seismic airguns shoot blasts of compressed air into the seafloor, creating noise that can be heard up to 2,500 miles from the source and negatively impacting the marine life that rely on sound for communication and survival; and

WHEREAS, offshore oil drilling activities also pose a significant risk of explosions or spillage, as witnessed by the Deepwater Horizon Oil Spill in 2010, that could threaten Delaware's economy and natural resources; and

WHEREAS, potential oil spills, leaks, drilling fluids and disrupted marine life could negatively impact Delaware's beaches, bays, shorelines and water quality. This could deter visitors from Delaware and severely impact our coastal economy; and

WHEREAS, coastal tourism and industry accounts for 59,000 jobs and approximately \$7 billion in economic production in Delaware; and

WHEREAS, the potential implications of seismic airgun blasting and offshore oil drilling may impact the City of Wilmington. The Port of Wilmington has been ranked as the top North American port for imports of fresh fruit and fruit juice, and handles approximately 400 ship-calls annually with an annual import and export of more than 6.8 million tons. The

exploration and development of oil and gas off the mid and South Atlantic coast may negatively impact the services provided by the Port of Wilmington; and

WHEREAS, expanding fossil fuel production is counter-productive to reducing carbon emissions and addressing the long-term energy needs of our country; and

WHEREAS, the City of Wilmington endeavors to be a good steward of the state's environment and resources; and

WHEREAS, in order to combat climate change and our energy needs we need to focus on pursuing non-polluting sources of renewable energy that pose less risk to our coastal environments and economic wellbeing.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILMINGTON, that the Council opposes offshore oil drilling and seismic airgun blasting in the mid-Atlantic Ocean, and encourages the Department of the Interior to pursue renewable sources of energy to meet our energy needs.

Passed by City Council,

Attest: _____
City Clerk

SYNOPSIS: This Resolution opposes the proposed plan to develop a National Outer Continental Shelf Oil and Gas Leasing Program by the Department of the Interior's Bureau of Ocean Energy Management. Offshore oil drilling and seismic airgun blasting pose significant risks to our environment and economic wellbeing. This Resolution encourages the Department of the Interior to pursue renewable sources of energy to meet our energy needs and to limit our impact on climate change.

Wilmington, Delaware
July 1, 2019

#XXXX

Sponsor:

**Council
President
Shabazz**

WHEREAS, a Smart City is defined as a city that utilizes data through technology to increase the efficiency and innovation of city services, and promotes sustainability and improves quality of life for residents and visitors; and

WHEREAS, technology is rapidly changing and requires an adaptive and evolving approach to planning. The City of Wilmington desires to create Smart City initiatives that benefit its diverse community members and encourage more synergy within the City and State; and

WHEREAS, a major initiative that would help establish Wilmington as a leading Smart City would be to provide Wilmington residents with the next generation of wireless technology through the adoption of mobile 5G service. 5G service is about 20 times as fast as the current 4G LTE service, which would provide shortened delay times in streaming and downloading; and

WHEREAS, in addition to quicker speed, 5G service can also be used to integrate video surveillance to provide real-time monitoring of the City. This could lead to enhanced public safety, transportation and energy use; and

WHEREAS, Smart City initiatives can also provide additional revenue streams to the City of Wilmington. A recent report found that Smart City initiatives throughout the world are projected to generate approximately \$100 billion in revenue in utilities by 2027; and

WHEREAS, many cities that are considered Smart Cities have established access to 5G service, including New York, Atlanta, Louisville and Raleigh; and

WHEREAS, establishing Wilmington as a leading Smart City with 5G capabilities will not only enhance the future of Wilmington and the quality of life of residents, but the success and wellbeing of Delaware by strengthening livability, workability and sustainability; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILMINGTON, that City Council hereby encourages the Delaware General Assembly to support the City of Wilmington in its pursuit of becoming a Smart City with 5G capabilities.

Passed by City Council,

Attest: _____
City Clerk

SYNOPSIS: This Resolution calls on the Delaware General Assembly to support Wilmington in becoming a Smart City with 5G capabilities. The adoption and implementation of Smart City Initiatives in Wilmington could lead to additional benefits to the State of Delaware, and encourage citizen engagement, increased economic development and enhanced quality of life of residents.

Wilmington, Delaware
July 1, 2019

#XXXX

Sponsor:

**Council
Member
Turner**

WHEREAS, pursuant to Wilm. C. § 2-3 the mayor retains authority to sub-name by executive order any city street and designate the appropriate sub-name signage pursuant to subsection 2-298(17); and

WHEREAS, it is fitting that the City take steps to properly recognize and pay tribute to Wilmington residents who make a significant impact on history and culture through their exemplary accomplishments; and

WHEREAS, one Wilmingtonian worthy of such an honor is Mr. Demetrio “Junior” Ortega, a former three-term member of the Wilmington City Council; and

WHEREAS, Mr. Ortega diligently served the 5th District as a Wilmington City Council member from 1993-2004; and

WHEREAS, in addition to his work as a Wilmington City Council member, Mr. Ortega was also the Executive Director of the Latin American Community Center. His work with the Latin American Community Center aided in their mission to empower the Latino community through education, advocacy, partnerships and exceptional services.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILMINGTON, that City Council respectfully encourages the Mayor to designate a portion of the street in the area of 1000 West 5th Street as “Demetrio Ortega Way,” in recognition of Mr. Ortega’s significant contributions to the City of Wilmington. City Council looks forward to joining the Administration in celebrating this designation.

Passed by City Council,

Attest: _____
City Clerk

SYNOPSIS: This Resolution encourages the Mayor to sub-name a portion of the street in the area of 1000 West 5th Street as “Demetrio Ortega Way,” in recognition of the public servant’s significant contributions to the City of Wilmington.

**AN ORDINANCE TO AUTHORIZE AND APPROVE A CONTRACT
BETWEEN THE CITY OF WILMINGTON AND SUMMIT MECHANICAL,
INC. FOR HVAC PREVENTATIVE MAINTENANCE**

#4665

Sponsor:

Council
Member
Turner

WHEREAS, pursuant to Section 2-308 and Section 8-200 of the City Charter, the City of Wilmington is authorized to enter into contracts for the supply of personal property or the rendering of services for a period of more than one year if approved by City Council by ordinance; and

WHEREAS, the City publicly advertised the specifications for Contract 20001PW - HVAC Preventative Maintenance (the "Contract") - in accordance with the requirements of Section 8-200 of the City Charter, and subsequently awarded the Contract, a copy of which, in substantial form, is attached hereto and incorporated by reference herein as Exhibit "A", to Summit Mechanical, Inc. (the "Contractor"), the lowest responsible bidder; and

WHEREAS, the term of the Contract is for a period of one (1) year from July 1, 2019 through June 30, 2020, at an estimated price of Thirty-Four Thousand, Two Hundred Forty-Five Dollars (\$34,245.00), with the possibility of two (2) extensions of one (1) year thereafter at the same annual price, at the option of the City, subject to budget appropriations; and

WHEREAS, the primary purpose of the Contract is to provide HVAC preventative maintenance for the City's Municipal Complex; and

WHEREAS, said extension periods were included in the Contract in order to provide for continuity of service and to lock in the current price; and

WHEREAS, it is the recommendation of the Department of Public Works that the City enter into the Contract with the Contractor for a period of one (1) year from July 1, 2019

through June 30, 2020, and reserve the right to extend the Contract for two (2) additional periods of one (1) year thereafter, at the option of the City.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF WILMINGTON
HEREBY ORDAINS:**

SECTION 1. Contract 20001PW - HVAC Preventative Maintenance - between the City of Wilmington and Summit Mechanical, Inc., a copy of which Contract, in substantial form, is attached hereto as Exhibit "A," for the period of one (1) year from July 1, 2019 through June 30, 2020, at an estimated price of Thirty-Four Thousand, Two Hundred Forty-Five Dollars (\$34,245.00), with the possibility of two (2) additional extensions of one (1) year thereafter at the same annual price, at the option of the City, is hereby approved, and the Mayor and the City Clerk are hereby authorized and directed to execute as many copies of the Contract, as well as all additional undertakings related thereto, as may be necessary.

SECTION 2. This Ordinance shall become effective upon its passage by City Council and approval by the Mayor.

First Reading..... June 6, 2019
Second Reading..... June 6, 2019
Third Reading.....

Passed by City Council,

President of City Council

ATTEST: _____
City Clerk

Approved this ____ day of _____, 2019.

Mayor

SYNOPSIS: This Ordinance authorizes the execution of Contract 20001PW - HVAC Preventative Maintenance - between the City of Wilmington and Summit Mechanical, Inc. for the period of one (1) year from July 1, 2019 through June 30, 2020, at an estimated price of Thirty-Four Thousand, Two Hundred Forty-Five Dollars (\$34,245.00), with the possibility of two (2) additional extensions of one (1) year thereafter at the same annual price, at the option of the City.

FISCAL IMPACT STATEMENT: The fiscal impact of this Ordinance is a contract for the period of one (1) year from July 1, 2019 through June 30, 2020, at an estimated price of Thirty-Four Thousand, Two Hundred Forty-Five Dollars (\$34,245.00), with the possibility of two (2) additional extensions of one (1) year thereafter at the same annual price, at the option of the City.

W0105808

EXHIBIT A

The City of Wilmington will receive sealed bids
at the Division of Procurement & Records, 5th Fl., Louis L. Redding Bldg.,
800 French St., Wilm., DE 19801 for:

20001PW – HVAC PREVENTATIVE MAINTENANCE

Bid opening: Tuesday, February 12, 2019, at 3:00 p.m., in the 5th Floor Finance Conference Room, Louis L. Redding City/County Building, 800 French Street, Wilmington, DE 19801.

Specifications may be obtained at the above address for the Division of Procurement & Records.

Philip Ceresini
Purchasing Agent II
Division of Procurement and Records
Department of Finance

pceresini@wilmingtonde.gov
www.wilmingtonde.gov

1/24, 1/29-NJ

0003351458-01



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SD CITY WILM PURCHASING DIV
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WILMINGTON, DE 19801

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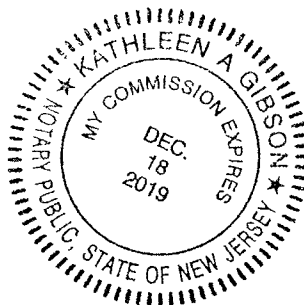
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01/24/19, 01/29/19 A.D 2019

Sworn and subscribed before me, this 29 day of January,
2019

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USA

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Run Times: 2

No. of Affidavits: 1

Run Dates: 01/24/19, 01/29/19

Text of Ad:

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Department of Finance
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www.wilmingtonde.gov

1/24, 1/29-NJ

0003351458-01

INSTRUCTIONS TO BIDDERS

1. Bids on **City Contract 20001PW – HVAC PREVENTATIVE MAINTENANCE** will be publicly opened and read aloud in the 5th Floor Finance Conference Room, Louis L. Redding City/County Building, 800 French Street, Wilmington, DE 19801 on **Tuesday, February 12, 2019, AT 3:00 p.m.**
2. Proposals must be in triplicate, sealed in an envelope, and the envelope endorsed "**Bid for City Contract 20001PW – HVAC PREVENTATIVE MAINTENANCE** " and addressed to the Department of Finance, Division of Procurement and Records, 5th Floor, Louis L. Redding City/County Building, 800 French Street, Wilmington, Delaware.
3. Any bid may be withdrawn prior to the schedule time for opening of bids or authorized postponement thereof. No bid may be withdrawn within thirty (30) calendar days after the actual opening thereof.
4. The successful bidder will be required to have or obtain an appropriate business license from the Department of Finance, Revenue Division, City of Wilmington, in order to be awarded the contract. Before obtaining a City of Wilmington Business License, all applicants must show proof of a current State of Delaware Business License.
5. The corporation, the successful bidder shall furnish a certificate from the State where it is incorporated, stating that it is a subsisting corporation. The corporation shall also furnish one (1) original and two (2) copies of the excerpts of the corporate minutes, which grant authority to those who sign and attest the contract. The Corporate Seal shall be affixed where signatures are attested.
6. The successful bidder will be required to withhold City of Wilmington Wage Tax from their employees and withheld taxes paid to the City of Wilmington pursuant to the provisions of the Wilmington Wage Tax Law. This law applies to people living and/or working in the City of Wilmington.
7. The U.S. Department of Commerce monitors Procurement transaction made to minority business enterprises by the City of Wilmington. The Minority Business Developments Agency's District Office reserves the right to contact the successful minority bidder and/or subcontractor to confirm any participation in the Procurement process.
8. The successful bidder certifies that they are not listed on the Federal Government, Excluded Parties List System (www.sam.gov). This will be verified by the City of Wilmington and if listed may be grounds for rejection of the bid or proposal.
9. Any person doing business or seeking to do business with the City shall abide by the following Global Sullivan Principles:
 - A. Support universal human rights and particularly, those of employees, the communities within which you operate, and parties with whom you do business.
 - B. Promote equal opportunity for employees at all levels of the company with respect to issues such as color, race, gender, age, ethnicity, or religious beliefs, and operate without unacceptable worker treatment such as the exploitation of children, physical punishment, female abuse, involuntary servitude, or other forms of abuse.
 - C. Respect employee's voluntary freedom of association.
 - D. Compensate employees to enable them to meet at least their basic needs and provide the opportunity to improve their skill and capability in order to raise their social and economic opportunities.

- E. Provide a safe and healthy workplace; protect human health and the environment; and promote sustainable development.
- F. Promote fair competition including respect for intellectual and other property rights, and not offer, pay, or accept bribes.
- G. Work with governments and communities in which you do business to improve the quality of life in those communities -- their educational, cultural, economic, and social well-being -- and seek to provide training and opportunities for workers from disadvantaged backgrounds.
- H. Promote the application of these principles by those with whom you do business.

10. **Award and Execution of Contract**

- A. **Consideration of Proposals.** After the proposals are opened and read, they will be compared on the basis of the summation of the products of the approximate quantities shown in the bid schedule by the unit bid prices, unless the proposals states a different basis for comparing bids. In the event of a discrepancy between unit bid prices and extensions, the unit bid price shall govern.

Before awarding the contract, a bidder may be required to show that he/she has the ability, experience, necessary equipment, experienced personnel, and financial resources to successfully carry out the work required by the contract.

The right is reserved to reject any and/or all proposals, to waive technicalities, to advertise for new proposals, or to proceed to do the work otherwise, if in the judgment of the department the best interest of the City will be promoted thereby.

- B. **Award of Contract.** The award of the contract, if it be awarded, must be within thirty (30) calendar days after the opening of proposals to the lowest responsible and qualified bidder whose proposal complies with all the requirements prescribed. The successful bidder will be notified by letter mailed to the address shown on his proposals that his bid has been accepted and has been awarded the contract.
- C. **Cancellation of Award.** The City reserves the right to cancel the award of any contract at any time before the execution of said contract by all parties without any liability against the City.
- D. **Right to Audit.** The City Auditor or his designee shall have the right to audit the contract and any books, documents, or records relating thereto.

Questions should be directed to Phil Ceresini via email at pceresini@wilmingtonde.gov. Questions will not be accepted within 1 week of bid opening.

THIS CONTRACT DOES NOT REQUIRE A BID BOND OR PERFORMANCE BOND.

SPECIFICATIONS FOR HVAC PREVENTATIVE MAINTENANCE

GENERAL & EMERGENCY REPAIRS

**MUNICIPAL COMPLEX – CITY OF WILMINGTON
500 WILMINGTON AVE.
WILMINGTON, DE 19801**

Contract: 20001PW

MAINTENANCE SERVICE EQUIPMENT

Quantity	Manufacturer	Model/Type	Serial Number
(36)	Cook	Exhaust Fans	
(1)	Reznor	100% Outdoor Air Unit	RDDA-428-550
(1)	Reznor	Gas fired Make-up Air Unit	RPBL-200
(2)	Berko	Cabinet Unit Heaters	CUH 900 series
(3)	Berko	Fan Wall Heater	FRC Series
(36)	Berko	Unit Heater	HUHM Series
(6)	Daikin	Split system (2 Outdoor, 6 Indoor Units)	
(1)	Daikin	Wall Hung Split System (1 Outdoor, 1 Indoor)	
(3)	Lennox	2 Ton Rooftop AC Units	
(5)	Lennox	3 Ton Rooftop AC Units	
(5)	Lennox	4 Ton Rooftop AC Units	
(5)	Lennox	5 Ton Rooftop AC Units	
(5)	Lennox	6 Ton Rooftop AC Units	
(1)	Lennox	7.5 Ton Rooftop AC Units	
(1)	Lennox	12.5 Ton Rooftop AC Units	
(25)	Roberts Gordon	Infrared Tube Heaters-Gordon Ray 81-1 Series	
(18)	Brasch	CO2, NO2 Gas Detectors	GSE-NCM-LL0/LL1
(2)	Liebert	Mini Mate Split System	
(1)	PVI	Water Heater	200N 400A-TP
(5)	Bell & Gosset	Circulator Pumps	BG # 172704
(2)	Armstrong	Domestic Water Booster Dual-Pak (6901) 3X3X6	
(1)	A. O. Smith	Water Heater	BTH-120-970
(2)	Lochnivar	Crest Condensing Boilers (FBN-1501)	
(5)	Trane	Split System (5 Outdoor, 5 indoor Units)	
(1)	Trane	Makeup Air Unit	

* Service will include the changing of air filters every other month with a summer & winter start up of the above mentioned equipment. The vendor will have a technician available for at least 8 hours of labor to be used at the owner's discretion for the duration of entire preventative maintenance servicing (i.e. service call). Any labor charges beyond the 8 hours will be billed per the T&M rate, which is described in detail on page (12) of this contract.

PREVENTIVE MAINTENANCE SCHEDULE FOR ROOFTOP UNITS & SPLIT SYSTEMS

- Check all high limit controls.
- Check all safety controls.
- Check all operating controls.
- Inspect pilot flame appearance and position.
- Visually inspect pilot safety control.
- Lubricate motors per manufacturer's recommendation.
- Furnish inspection report and advise of any anomalies and make necessary repairs.

PREVENTIVE MAINTENANCE SCHEDULE FOR GAS HEATING SYSTEM

- Heat exchanger will be inspected annually for cracks and deterioration.
- Burners will be inspected and cleaned as necessary.
- Thermocouple will be inspected.
- Fan switch will be checked and adjusted as necessary.
- Pilot orifice will be cleaned and pilot flame adjusted as necessary.
- Safety controls will be operationally checked.
- Venter motor(s) and assembly will be cleaned and lubricated.
- Gas line will be leak tested from the nearest shut off valve to the burner.
- Combustion air openings will be checked.
- Flue pipe will be inspected for deterioration.
- Exhaust system will be checked for proper draft.
- Furnish inspection report and advise of any abnormal conditions and/or make necessary repairs.

PREVENTIVE MAINTENANCE SCHEDULE FOR UNITARY AIR CONDITIONING

- Condenser coil will be inspected for heat transfer loss.
- Blower wheels and fans will be inspected and cleaned to ensure proper air delivery.
- Refrigerant will be checked for proper charge and to ensure system is free of possible leaks.
- Exposed ductwork will be checked for leaks and proper Insulation.
- Belts and pulleys will be inspected and adjusted as required.
- Thermostats will be checked and calibrated as required.
- Motors and bearings will be lubricated as required.
- Controls and safeties will be tested.
- Condensate drains will be checked and cleaned.
- Crankcase heaters will be checked for proper operation.
- Relays and contactors will be inspected.
- Unit wiring and electrical disconnects will be inspected.
- Economizer operation will be checked when applicable.
- Temperatures and pressures will be recorded.
- Evaporator coil will be inspected and cleaned annually- if necessary
- Air filters will be changed six (6) times per year. Air filters for Trane make-up air unit (Holloway Bldg.) to be changed (12) times per year.
- Condenser coils will be power washed as needed and not to exceed one (1) time per year.
- Furnish inspection report and advise of any abnormal conditions and/or make necessary repairs.

PREVENTIVE MAINTENANCE SCHEDULE FOR EXHAUST FANS

- Inspect and clean blower wheels and fans.
- Belts will be replaced yearly.
- Belts and pulleys will be inspected and adjusted as required.
- Motors and bearings will be lubricated.
- Controls will be tested.
- Electrical connections will be checked and tightened.
- Record Amp draws from the motors.
- Covers will be secured.
- Furnish an inspection report and advise of any abnormal conditions and/or make necessary repairs.

PREVENTIVE MAINTENANCE SCHEDULE FOR PUMPS

- Lubricate pump and motor bearings, as required.
- Check and adjust motor mounts and vibration isolation, as required.
- Visually inspect pump alignment and coupling.
- Check motor operating condition.
- Inspect electrical connections.
- Check and clean strainers, as required.
- Inspect mechanical seals and pump packing, as applicable.
- Check suction and discharge pressures, as applicable.
- Furnish an inspection report and advise of any abnormal conditions and/or make necessary repairs.

PREVENTIVE MAINTENANCE SCHEDULE FOR AUTOMATIC TEMPERATURE CONTROL SYSTEM

- Calibrate and adjust control sensors, as required.
- Check and adjust damper actuators, as required.
- Check and adjust valve actuators.
- Check control relays for proper operation.
- Maintain electronic thermostat time and programming.
- Maintain control sequence programming for the boiler, chiller, pumps, and air units.
- Furnish an inspection report and advise of any abnormal conditions and/or make necessary repairs.

PREVENTIVE MAINTENANCE SCHEDULE FOR BOILER / GAS WATER HEATER

- Check boiler water level.
- Check all high limit controls.
- Check all safety controls.
- Check all operating controls.
- Check relief valve operation.
- Check pilot flame appearance and position.
- Visually inspect pilot safety control.
- Check gas valve operation.
- Check burner operation.
- Check and record supply and return water temperature.
- Check and record all associated pressures.
- Test for proper draft.
- Check operation of circulation pumps in mechanical room.
- Visually inspect all valves and piping in the mechanical room for corrosion and deterioration.
- Check low water cut off.
- Check expansion tank for proper air cushion.
- Inspect all fresh air vents to assure proper combustion air to the boiler.
- Lubricate pumps and motors in mechanical room per manufacturer's recommendations.
- Check for proper water make up.
- Furnish inspection report and advise of any abnormal conditions and/or make necessary repairs.

ANNUAL MAINTENANCE FOR LOCHNIVAR CREST BOILERS

(To be performed at the beginning of the heating season)

Service technician (see the following pages for instructions)

ANNUAL START-UP

General:

- Address reported problems, if any
- Inspect interior; clean and vacuum if necessary;
- Clean condensate trap and fill with fresh water
- Check for leaks (water, gas, flue, condensate)
- Verify flue and air lines in good condition and sealed tight
- Check system water pressure/system piping/expansion tank
- Check fill water meter
- Test boiler water. When test indicates, clean system water with approved system restorer following manufacturer's information.
- Check control settings
- Check the ignition and both flame sense electrodes (sand off any deposits; clean and reposition)
- Check wiring and connections
- Perform start-up checkout and performance verification per Section 9 of the Crest Installation and Operation Manual.
- Flame inspection (stable, uniform)
- Check both flame signals (at least 10 microamps at high fire)
- Test low water cutoff.

If combustion or performance indicate need:

- Clean heat exchanger
- Remove and clean burner using compressed air only
- Clean the blower wheels

PREVENTIVE MAINTENANCE SERVICE AGREEMENT SUPPLEMENTAL CONDITIONS

- The coverage length of this contract is (1) calendar year beginning July, 1, 2019 and ending June 30, 2020. The City reserves the option to extend this contract for (2) consecutive one-year terms; provided that all conditions and pricing remain the same and that the contractor has satisfactorily met the conditions of this contract. The City will give 60 days' advance written notice if the contract is to be extended.
- This agreement provides (1) Cooling and (1) Heating inspections per year. It also includes filter replacement on all HVAC equipment 6 times per year.
- The vendor may invoice 50% of the **Annual cost for HVAC Preventative Maintenance** after each semi-annual inspection.
- This agreement requires 8 hours of additional labor that is not billable.
- This agreement provides priority service. The vendor will respond to the Customer's request for emergency service within 8 hours before providing service to any customer who does not have a service agreement.
- Upon completion of each Preventive Maintenance Inspection, the vendor will provide the Customer with a comprehensive inspection report listing work performed, defects found and corrected, and followed with recommended corrective actions.
- The vendor shall maintain the Customer's equipment to keep utility and repair cost as low as possible, while preserving equipment reliability and life. Occupant comfort will always be the primary consideration.
- The vendor shall be able to maintain and provide technical support for Trane® and Johnson Building Automated Systems. A Digital Control Programmer or the equivalent shall be knowledgeable with these systems, up to and including the programming of new components which can be integrated into the existing systems. Furthermore, the vendor will facilitate the acquisition of any common or proprietary components needed to repair or upgrade the respective systems.
- The vendor shall be able to provide service and make repairs to commercial plumbing calls.
- The Customer shall operate the equipment in accordance with the manufacturers' recommendations and promptly notify the vendor of any equipment anomalies.
- Any additional services that are not part of this agreement shall be billed at the labor rates listed on the proposal form.
- The labor hours listed on the proposal form are estimates only and are not guaranteed. The actual hours may be more or less than those estimated.
- Material that is required for repairs may be marked up no more than 15% above the contractors cost. A material allowance of \$15,000.00 as listed on the proposal form and is to be used at the discretion of the contract manager for material, parts, etc.

PROPOSAL FORM

DATE: _____

CONTRACT: 20001PW

This proposal is submitted with the knowledge that the Department of Finance, Division of Procurement and Records, reserves the right to reject any and all proposals when, in its judgment, it is in the best interest of the City of Wilmington to do so.

Annual cost for HVAC Preventative Maintenance as described in the specification:

\$ _____

Estimated labor requirements for additional work as needed:

Regular Working Hours / Monday thru Friday = (70hrs) x \$ _____ per hour = \$ _____

Premium Time on Weekdays and Saturdays = (3hrs) x \$ _____ per hour = \$ _____

Premium Time on Sundays and National Holidays = (3hrs) x \$ _____ per hour = \$ _____

Material Allowance \$15,000.00

Grand Total

\$ _____
(sum of annual cost, estimated labor and material allowance)

FIRM: _____

Corporation, Partnership, Individual

PER: _____

Name (typed or printed)

TITLE: _____

ADDRESS: _____

EMAIL: _____

PHONE: _____

FAX: _____

FEDERAL I.D. _____

INSTRUCTIONS TO BIDDERS

1. Bids on **City Contract 20001PW – HVAC PREVENTATIVE MAINTENANCE** will be publicly opened and read aloud in the 5th Floor Finance Conference Room, Louis L. Redding City/County Building, 800 French Street, Wilmington, DE 19801 on **Tuesday, February 12, 2019, AT 3:00 p.m.**
2. Proposals must be in triplicate, sealed in an envelope, and the envelope endorsed "**Bid for City Contract 20001PW – HVAC PREVENTATIVE MAINTENANCE** " and addressed to the Department of Finance, Division of Procurement and Records, 5th Floor, Louis L. Redding City/County Building, 800 French Street, Wilmington, Delaware.
3. Any bid may be withdrawn prior to the schedule time for opening of bids or authorized postponement thereof. No bid may be withdrawn within thirty (30) calendar days after the actual opening thereof.
4. The successful bidder will be required to have or obtain an appropriate business license from the Department of Finance, Revenue Division, City of Wilmington, in order to be awarded the contract. Before obtaining a City of Wilmington Business License, all applicants must show proof of a current State of Delaware Business License.
5. The corporation, the successful bidder shall furnish a certificate from the State where it is incorporated, stating that it is a subsisting corporation. The corporation shall also furnish one (1) original and two (2) copies of the excerpts of the corporate minutes, which grant authority to those who sign and attest the contract. The Corporate Seal shall be affixed where signatures are attested.
6. The successful bidder will be required to withhold City of Wilmington Wage Tax from their employees and withheld taxes paid to the City of Wilmington pursuant to the provisions of the Wilmington Wage Tax Law. This law applies to people living and/or working in the City of Wilmington.
7. The U.S. Department of Commerce monitors Procurement transaction made to minority business enterprises by the City of Wilmington. The Minority Business Developments Agency's District Office reserves the right to contact the successful minority bidder and/or subcontractor to confirm any participation in the Procurement process.
8. The successful bidder certifies that they are not listed on the Federal Government, Excluded Parties List System (www.sam.gov). This will be verified by the City of Wilmington and if listed may be grounds for rejection of the bid or proposal.
9. Any person doing business or seeking to do business with the City shall abide by the following Global Sullivan Principles:
 - A. Support universal human rights and particularly, those of employees, the communities within which you operate, and parties with whom you do business.
 - B. Promote equal opportunity for employees at all levels of the company with respect to issues such as color, race, gender, age, ethnicity, or religious beliefs, and operate without unacceptable worker treatment such as the exploitation of children, physical punishment, female abuse, involuntary servitude, or other forms of abuse.
 - C. Respect employee's voluntary freedom of association.
 - D. Compensate employees to enable them to meet at least their basic needs and provide the opportunity to improve their skill and capability in order to raise their social and economic opportunities.

- E. Provide a safe and healthy workplace; protect human health and the environment; and promote sustainable development.
- F. Promote fair competition including respect for intellectual and other property rights, and not offer, pay, or accept bribes.
- G. Work with governments and communities in which you do business to improve the quality of life in those communities -- their educational, cultural, economic, and social well-being -- and seek to provide training and opportunities for workers from disadvantaged backgrounds.
- H. Promote the application of these principles by those with whom you do business.

10. **Award and Execution of Contract**

- A. **Consideration of Proposals.** After the proposals are opened and read, they will be compared on the basis of the summation of the products of the approximate quantities shown in the bid schedule by the unit bid prices, unless the proposals states a different basis for comparing bids. In the event of a discrepancy between unit bid prices and extensions, the unit bid price shall govern.

Before awarding the contract, a bidder may be required to show that he/she has the ability, experience, necessary equipment, experienced personnel, and financial resources to successfully carry out the work required by the contract.

The right is reserved to reject any and/or all proposals, to waive technicalities, to advertise for new proposals, or to proceed to do the work otherwise, if in the judgment of the department the best interest of the City will be promoted thereby.

- B. **Award of Contract.** The award of the contract, if it be awarded, must be within thirty (30) calendar days after the opening of proposals to the lowest responsible and qualified bidder whose proposal complies with all the requirements prescribed. The successful bidder will be notified by letter mailed to the address shown on his proposals that his bid has been accepted and has been awarded the contract.
- C. **Cancellation of Award.** The City reserves the right to cancel the award of any contract at any time before the execution of said contract by all parties without any liability against the City.
- D. **Right to Audit.** The City Auditor or his designee shall have the right to audit the contract and any books, documents, or records relating thereto.

Questions should be directed to Phil Ceresini via email at pceresini@wilmingtonde.gov. Questions will not be accepted within 1 week of bid opening.

THIS CONTRACT DOES NOT REQUIRE A BID BOND OR PERFORMANCE BOND.

SPECIFICATIONS FOR HVAC PREVENTATIVE MAINTENANCE

GENERAL & EMERGENCY REPAIRS

**MUNICIPAL COMPLEX – CITY OF WILMINGTON
500 WILMINGTON AVE.
WILMINGTON, DE 19801**

Contract: 20001PW

MAINTENANCE SERVICE EQUIPMENT

Quantity	Manufacturer	Model/Type	Serial Number
(36)	Cook	Exhaust Fans	
(1)	Reznor	100% Outdoor Air Unit	RDDA-428-550
(1)	Reznor	Gas fired Make-up Air Unit	RPBL-200
(2)	Berko	Cabinet Unit Heaters	CUH 900 series
(3)	Berko	Fan Wall Heater	FRC Series
(36)	Berko	Unit Heater	HUHM Series
(6)	Daikin	Split system (2 Outdoor, 6 Indoor Units)	
(1)	Daikin	Wall Hung Split System (1 Outdoor, 1 Indoor)	
(3)	Lennox	2 Ton Rooftop AC Units	
(5)	Lennox	3 Ton Rooftop AC Units	
(5)	Lennox	4 Ton Rooftop AC Units	
(5)	Lennox	5 Ton Rooftop AC Units	
(5)	Lennox	6 Ton Rooftop AC Units	
(1)	Lennox	7.5 Ton Rooftop AC Units	
(1)	Lennox	12.5 Ton Rooftop AC Units	
(25)	Roberts Gordon	Infrared Tube Heaters-Gordon Ray 81-1 Series	
(18)	Brasch	CO2, NO2 Gas Detectors	GSE-NCM-LL0/LL1
(2)	Liebert	Mini Mate Split System	
(1)	PVI	Water Heater	200N 400A-TP
(5)	Bell & Gosset	Circulator Pumps	BG # 172704
(2)	Armstrong	Domestic Water Booster Dual-Pak (6901) 3X3X6	
(1)	A. O. Smith	Water Heater	BTH-120-970
(2)	Lochnivar	Crest Condensing Boilers (FBN-1501)	
(5)	Trane	Split System (5 Outdoor, 5 indoor Units)	
(1)	Trane	Makeup Air Unit	

* Service will include the changing of air filters every other month with a summer & winter start up of the above mentioned equipment. The vendor will have a technician available for at least 8 hours of labor to be used at the owner's discretion for the duration of entire preventative maintenance servicing (i.e. service call). Any labor charges beyond the 8 hours will be billed per the T&M rate, which is described in detail on page (12) of this contract.

PREVENTIVE MAINTENANCE SCHEDULE FOR ROOFTOP UNITS & SPLIT SYSTEMS

- Check all high limit controls.
- Check all safety controls.
- Check all operating controls.
- Inspect pilot flame appearance and position.
- Visually inspect pilot safety control.
- Lubricate motors per manufacturer's recommendation.
- Furnish inspection report and advise of any anomalies and make necessary repairs.

PREVENTIVE MAINTENANCE SCHEDULE FOR GAS HEATING SYSTEM

- Heat exchanger will be inspected annually for cracks and deterioration.
- Burners will be inspected and cleaned as necessary.
- Thermocouple will be inspected.
- Fan switch will be checked and adjusted as necessary.
- Pilot orifice will be cleaned and pilot flame adjusted as necessary.
- Safety controls will be operationally checked.
- Venter motor(s) and assembly will be cleaned and lubricated.
- Gas line will be leak tested from the nearest shut off valve to the burner.
- Combustion air openings will be checked.
- Flue pipe will be inspected for deterioration.
- Exhaust system will be checked for proper draft.
- Furnish inspection report and advise of any abnormal conditions and/or make necessary repairs.

PREVENTIVE MAINTENANCE SCHEDULE FOR UNITARY AIR CONDITIONING

- Condenser coil will be inspected for heat transfer loss.
- Blower wheels and fans will be inspected and cleaned to ensure proper air delivery.
- Refrigerant will be checked for proper charge and to ensure system is free of possible leaks.
- Exposed ductwork will be checked for leaks and proper Insulation.
- Belts and pulleys will be inspected and adjusted as required.
- Thermostats will be checked and calibrated as required.
- Motors and bearings will be lubricated as required.
- Controls and safeties will be tested.
- Condensate drains will be checked and cleaned.
- Crankcase heaters will be checked for proper operation.
- Relays and contactors will be inspected.
- Unit wiring and electrical disconnects will be inspected.
- Economizer operation will be checked when applicable.
- Temperatures and pressures will be recorded.
- Evaporator coil will be inspected and cleaned annually- if necessary
- Air filters will be changed six (6) times per year. Air filters for Trane make-up air unit (Holloway Bldg.) to be changed (12) times per year.
- Condenser coils will be power washed as needed and not to exceed one (1) time per year.
- Furnish inspection report and advise of any abnormal conditions and/or make necessary repairs.

PREVENTIVE MAINTENANCE SCHEDULE FOR EXHAUST FANS

- Inspect and clean blower wheels and fans.
- Belts will be replaced yearly.
- Belts and pulleys will be inspected and adjusted as required.
- Motors and bearings will be lubricated.
- Controls will be tested.
- Electrical connections will be checked and tightened.
- Record Amp draws from the motors.
- Covers will be secured.
- Furnish an inspection report and advise of any abnormal conditions and/or make necessary repairs.

PREVENTIVE MAINTENANCE SCHEDULE FOR PUMPS

- Lubricate pump and motor bearings, as required.
- Check and adjust motor mounts and vibration isolation, as required.
- Visually inspect pump alignment and coupling.
- Check motor operating condition.
- Inspect electrical connections.
- Check and clean strainers, as required.
- Inspect mechanical seals and pump packing, as applicable.
- Check suction and discharge pressures, as applicable.
- Furnish an inspection report and advise of any abnormal conditions and/or make necessary repairs.

PREVENTIVE MAINTENANCE SCHEDULE FOR AUTOMATIC TEMPERATURE CONTROL SYSTEM

- Calibrate and adjust control sensors, as required.
- Check and adjust damper actuators, as required.
- Check and adjust valve actuators.
- Check control relays for proper operation.
- Maintain electronic thermostat time and programming.
- Maintain control sequence programming for the boiler, chiller, pumps, and air units.
- Furnish an inspection report and advise of any abnormal conditions and/or make necessary repairs.

PREVENTIVE MAINTENANCE SCHEDULE FOR BOILER / GAS WATER HEATER

- Check boiler water level.
- Check all high limit controls.
- Check all safety controls.
- Check all operating controls.
- Check relief valve operation.
- Check pilot flame appearance and position.
- Visually inspect pilot safety control.
- Check gas valve operation.
- Check burner operation.
- Check and record supply and return water temperature.
- Check and record all associated pressures.
- Test for proper draft.
- Check operation of circulation pumps in mechanical room.
- Visually inspect all valves and piping in the mechanical room for corrosion and deterioration.
- Check low water cut off.
- Check expansion tank for proper air cushion.
- Inspect all fresh air vents to assure proper combustion air to the boiler.
- Lubricate pumps and motors in mechanical room per manufacturer's recommendations.
- Check for proper water make up.
- Furnish inspection report and advise of any abnormal conditions and/or make necessary repairs.

ANNUAL MAINTENANCE FOR LOCHNIVAR CREST BOILERS

(To be performed at the beginning of the heating season)

Service technician (see the following pages for instructions)

ANNUAL START-UP

General:

- Address reported problems, if any
- Inspect interior; clean and vacuum if necessary;
- Clean condensate trap and fill with fresh water
- Check for leaks (water, gas, flue, condensate)
- Verify flue and air lines in good condition and sealed tight
- Check system water pressure/system piping/expansion tank
- Check fill water meter
- Test boiler water. When test indicates, clean system water with approved system restorer following manufacturer's information.
- Check control settings
- Check the ignition and both flame sense electrodes (sand off any deposits; clean and reposition)
- Check wiring and connections
- Perform start-up checkout and performance verification per Section 9 of the Crest Installation and Operation Manual.
- Flame inspection (stable, uniform)
- Check both flame signals (at least 10 microamps at high fire)
- Test low water cutoff.

If combustion or performance indicate need:

- Clean heat exchanger
- Remove and clean burner using compressed air only
- Clean the blower wheels

PREVENTIVE MAINTENANCE SERVICE AGREEMENT SUPPLEMENTAL CONDITIONS

- The coverage length of this contract is (1) calendar year beginning July, 1, 2019 and ending June 30, 2020. The City reserves the option to extend this contract for (2) consecutive one-year terms; provided that all conditions and pricing remain the same and that the contractor has satisfactorily met the conditions of this contract. The City will give 60 days' advance written notice if the contract is to be extended.
- This agreement provides (1) Cooling and (1) Heating inspections per year. It also includes filter replacement on all HVAC equipment 6 times per year.
- The vendor may invoice 50% of the **Annual cost for HVAC Preventative Maintenance** after each semi-annual inspection.
- This agreement requires 8 hours of additional labor that is not billable.
- This agreement provides priority service. The vendor will respond to the Customer's request for emergency service within 8 hours before providing service to any customer who does not have a service agreement.
- Upon completion of each Preventive Maintenance Inspection, the vendor will provide the Customer with a comprehensive inspection report listing work performed, defects found and corrected, and followed with recommended corrective actions.
- The vendor shall maintain the Customer's equipment to keep utility and repair cost as low as possible, while preserving equipment reliability and life. Occupant comfort will always be the primary consideration.
- The vendor shall be able to maintain and provide technical support for Trane® and Johnson Building Automated Systems. A Digital Control Programmer or the equivalent shall be knowledgeable with these systems, up to and including the programming of new components which can be integrated into the existing systems. Furthermore, the vendor will facilitate the acquisition of any common or proprietary components needed to repair or upgrade the respective systems.
- The vendor shall be able to provide service and make repairs to commercial plumbing calls.
- The Customer shall operate the equipment in accordance with the manufacturers' recommendations and promptly notify the vendor of any equipment anomalies.
- Any additional services that are not part of this agreement shall be billed at the labor rates listed on the proposal form.
- The labor hours listed on the proposal form are estimates only and are not guaranteed. The actual hours may be more or less than those estimated.
- Material that is required for repairs may be marked up no more than 15% above the contractors cost. A material allowance of \$15,000.00 as listed on the proposal form and is to be used at the discretion of the contract manager for material, parts, etc.

PROPOSAL FORM

DATE: 2/12/2019

CONTRACT: 20001PW

This proposal is submitted with the knowledge that the Department of Finance, Division of Procurement and Records, reserves the right to reject any and all proposals when, in its judgment, it is in the best interest of the City of Wilmington to do so.

Annual cost for HVAC Preventative Maintenance as described in the specification:

\$ 12,000.00

Estimated labor requirements for additional work as needed:

Regular Working Hours / Monday thru Friday = (70hrs) x \$ 90.00 per hour = \$ 6,300.00

Premium Time on Weekdays and Saturdays = (3hrs) x \$ 135.00 per hour = \$ 405.00

Premium Time on Sundays and National Holidays = (3hrs) x \$ 180.00 per hour = \$ 540.00

Material Allowance \$15,000.00

Grand Total

\$ 34,245.00
(sum of annual cost, estimated labor and material allowance)

FIRM: Summit Mechanical, Inc.

Corporation

Corporation, Partnership, Individual

PER:

Hayley Bolden

Hayley Bolden

Name (typed or printed)

TITLE:

Bid Coordinator

ADDRESS:

304 Carson Drive, Bear, DE 19701

EMAIL:

hayley@summitmechanical.org

PHONE:

302-836-8814

FAX:

302-836-8819

FEDERAL I.D.


26-1290248



DEPARTMENT OF PUBLIC WORKS
ADMINISTRATIVE DIVISION

MEMORANDUM

TO: Phil Ceresini
Purchasing Agent
Division of Procurement and Records

FROM: Marlyn Dietz 
Operations Director
Public Works Department

DATE: 05 March 2019

Re: Contract 20001PW –HVAC Preventative Maintenance (Municipal Complex)
Recommendation of Award

We have reviewed the proposals for the subject specification and tabulate them as follows:

<u>Bidder</u>	<u>Grand Total</u>
Summit Mechanical, Inc.	\$ 34,235.00
Modern Controls, Inc.	\$ 36,928.75
Worth & Company, LLC	\$ 38,505.00
Bradley-Sciocchetti, Inc.	\$ 52,035.75
Seiberlich Trane	\$ 60,342.50
McCloskey Mechanical Contractors, Inc.	\$ 60,707.00

Our recommendation is to award this contract to the apparent low bidder, Summit Mechanical, Inc. for the amount shown above. We have reviewed their response to the RFP for Contract 20001PW and they appear to meet the specification.

APPROVED:



For Kelly Williams
COMMISSIONER OF PUBLIC WORKS

cc: Vince Carroccia, Deputy Commissioner
George Johnson, Building Services Manager
Sam Baise, Assistant Building Services Manager

CERTIFICATE OF AWARD OF CONTRACT

I hereby certify that Contract No. 20001PW is on this 5th of March awarded to Summit Mechanical, Inc in the amount of \$34,245.00 as per Proposal dated 2/12/19 and that this award is made in compliance with Wilm. Code (Charter), Section 8-200, to wit:


1. Plans and specifications for the work, supplies, or materials were filed with the Department of Finance, Division of Procurement and Records for public inspection on 1/24/19.
2. The advertisement calling for sealed bids on this contract was published in the News Journal on 1/24/19 & 1/29/19 stated that bids would be opened at 3:00 p.m. on 2/12/19
3. All sealed bids received were publicly opened in the office of the Department of Finance, Division of Procurement and Records in the presence of the City Auditor and Department not represented desiring to make the purchase at 3:00 p.m. on 2/12/19. Other persons present at the opening of the bids were: Phil Ceresini & Michael Maldonado
4. Bids were submitted by the following contractors in the following amounts:

Contractor	Address	Date of Bid	Amount
Summit Mechanical, Inc	Bear, DE	2/12/19	\$34,245.00
Modern Controls, Inc	New Castle, DE	2/12/19	\$36,928.75
Worth & Company, LLC	Newport, DE	2/12/19	\$38,505.00
Bradely-Sciocchetti, Inc	New Castle, DE	2/12/19	\$52,035.75
Seiberlich Trane	New Castle, DE	2/12/19	\$60,342.50
McCloskey Mechanical Contractors, Inc	Blackwood, NJ	2/12/19	\$60,707.00

5. City License Number _____

6. Upon recommendation of Department of Public Works and after due consideration, I determined that the contractor to whom this award is made was the lowest responsible bidder. In support of this determination I have received the following written recommendations, which are on file at my office:

<u>Author</u>	<u>Employment Position</u>	<u>Date</u>
Kelly Williams	Commissioner of Public Works	3/5/19



Department of Finance, Division of Procurement



P.O. Box 1398, Bear, DE 19701
Phone: 302-836-8814
Fax: 302-836-8819
E-Mail: info@summitmechanical.org

CERTIFIED COPY OF RESOLUTIONS

I, the undersigned, Secretary of Summit Mechanical, Inc., a Delaware Corporation, hereby certify that the following Resolutions excerpted from the Minutes of the Corporation were duly adopted by unanimous consent of the Board of Directors of the Corporation, on the 25th day of March, 2019.

RESOLVED, that the President, Edward V. Mendez, of this Corporation be and he hereby is authorized to execute and deliver on behalf of this Corporation a contract and other contract documents by and between this Corporation and the City of Wilmington, Delaware, Department of Finance, Contract Number 20001PW "HVAC Preventative Maintenance" for the Contract Price of \$34,235.00; and

FURTHER RESOLVED, that the Secretary of this Corporation be and he hereby is authorized to attest to the said contract and other documents.

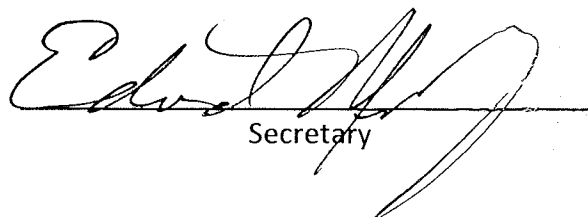
I further certify that the foregoing Resolutions have not been rescinded or modified and remain in full force and effect.

I further certify that the following are the names of all officers qualified to sign for the Corporation:

President: Edward V. Mendez

Secretary: Edward V. Mendez

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Corporation this 25th day of March, 2019.


Secretary

Delaware

The First State

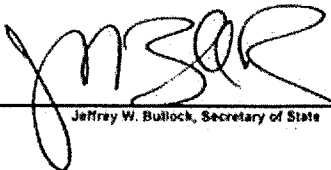
Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "SUMMIT MECHANICAL, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE SIXTH DAY OF JULY, A.D. 2018.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "SUMMIT MECHANICAL, INC." WAS INCORPORATED ON THE TWENTY-FOURTH DAY OF OCTOBER, A.D. 2007.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.




Jeffrey W. Bullock, Secretary of State


4446002 8300

SR# 20185530436

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 203017055

Date: 07-06-18

LICENSE NO. 2007604744 POST CONSPICUOUSLY	STATE OF DELAWARE DIVISION OF REVENUE	VALID 01/01/17 - 12/31/19 NOT TRANSFERABLE
DLN: 17 98001 30	BUSINESS CODE 331 GROUP CODE	LICENSED ACTIVITY CONTRACTOR-RESIDENT
DATE ISSUED: 12/31/16	**VALIDATED**	
LICENSE FEE: \$ 225.00	2019	
MAILING ADDRESS	BUSINESS LICENSE	BUSINESS LOCATION
SUMMIT MECHANICAL INC PO BOX 1398 BEAR DE 19701-7398		SUMMIT MECHANICAL INC 304 CARSON DR BEAR DE 19701-1374
<small>IS HEREBY LICENSED TO PRACTICE, CONDUCT OR ENGAGE IN THE OCCUPATION OR BUSINESS ACTIVITY INDICATED ABOVE IN ACCORDANCE WITH THE LICENSE APPLICATION DULY FILED PURSUANT TO TITLE 30, DEL CODE.</small>		PATRICK T. CARTER DIRECTOR OF REVENUE

IMPORTANT - TEAR AT ABOVE PERFORATION AND DISPLAY IN A PUBLIC LOCATION

Federal E.I. No. or
Social Security Number 1 26129 0248 001

Business Code 331
Group Code

Licensed Activity CONTRACTOR-RESIDENT

The State of Delaware Business License printed above must be posted in a public area at the location address listed. If you have any questions regarding this license, please call (302) 577-8778.

REPLACEMENT LICENSES

Keep this portion of your license separate, in case you need a replacement for any lost, stolen or destroyed license. A \$15 fee will be charged for the replacement of a license. Send the \$15 along with a copy of this form or provide your Federal Employer Identification Number, or Social Security Number, suffix, Business Code, Business Name and address to Delaware Division of Revenue, Attn.: Business Master File, PO Box 8750, Wilmington, DE 19899-8750. You will receive your replacement license within three to four weeks.

OTHER IMPORTANT INFORMATION

Most licensees are also required to pay either gross receipts or excise taxes in addition to the license fee. You can file these taxes online or obtain a paper form from our website at www.revenue.delaware.gov. You must submit all business tax returns filed with the Division of Revenue under the same identification number. If you are a sole-proprietor, and have a federal employer identification number, use the employer identification number, not your social security number. Only sole proprietors with no employees are allowed to file under their social security number. Inquiries regarding your coupon booklets to pay withholding, corporate tentative, and Sub Chapter "S" estimated taxes, or to make changes to your name, address, or identification number, should be directed to the Business Master File Unit at (302) 577-8778.

INTERNET SITE

The Division of Revenue web address is: www.revenue.delaware.gov. Visit our web site for tax tips, links to telephone numbers, forms that you can download, links to other State agencies, the Delaware Code, the publication "Delaware Guide for Small Business" and lots more. Internet filing of personal income tax returns via the Division of Revenue's website is available. Internet filing for Withholding, Gross Receipts and Corporate Tentative payments is also available.

CITY OF WILMINGTON - TRADE LICENSE

SEQUENCE NO.
L910045

LICENSE NO.
56511

CODE
L007 - MECHANICAL

FEE PAID
\$75.00

2019

EXPIRES: 12/31/2019

ISSUED BY

Jeffrey J. Starkey

ROCA, ANTHONY C
MECHANICAL-83
P.O. BOX 1398
BEAR, DE 19701

COMMISSIONER
DEPARTMENT OF LICENSES & INSPECTIONS

THIS LICENSE MUST BE DISPLAYED IN A PROMINENT PLACE

CITY OF WILMINGTON - BUSINESS LICENSE

ACCOUNT NO.
038629

LICENSE NO.
8441

CODE
1000 AIR CONDITIONING

FEE PAID
\$0.00

BUSINESS SUMMIT MECHANICAL INC
608 LANDMARK LN
MIDDLETOWN, DE 19709

2019

Expires: 12/31/2019

ISSUED BY

SUMMIT MECHANICAL INC
SUMMIT MECHANICAL INC
P O BOX 1398
BEAR, DE 19701

Jeffrey J. Starkey

COMMISSIONER
DEPARTMENT OF LICENSES & INSPECTIONS

THIS LICENSE MUST BE DISPLAYED IN A PROMINENT PLACE

CITY OF WILMINGTON - BUSINESS LICENSE

ACCOUNT NO.

038628

LICENSE NO.

8440

CODE

1006 HEATING CONTRACTOR

FEE PAID

\$120.00

BUSINESS SUMMIT MECHANICAL INC
608 LANDMARK LN
MIDDLETOWN, DE 19709

2019

Expires: 12/31/2019

ISSUED BY

Jeffrey J. Starkey

SUMMIT MECHANICAL INC
SUMMIT MECHANICAL INC
P O BOX 1398
BEAR, DE 19701

COMMISSIONER
DEPARTMENT OF LICENSES & INSPECTIONS

THIS LICENSE MUST BE DISPLAYED IN A PROMINENT PLACE



SUMMEC-01

BGRIZZEL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/15/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER B+H Insurance, LLC 111 Ruthar Drive Newark, DE 19711	CONTACT NAME:		
	PHONE (A/C, No, Ext): (302) 995-2247	FAX (A/C, No): (302) 995-2220	
	E-MAIL ADDRESS: insurance@BHI365.com		
INSURED Summit Mechanical Inc P.O. Box 1398 Bear, DE 19701	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Atlantic States Insurance Company		22586
	INSURER B : Donegal Mutual Insurance Co.		13692
	INSURER C : Southern Insurance of Virginia		26867
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		CPA8065546	09/30/2018	09/30/2019	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
								\$
								\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CXL8065546	09/30/2018	09/30/2019	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
								\$
								\$
								\$
								\$
								\$
								\$
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCS8065546	09/30/2018	09/30/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000
A	Inland Marine			CPA8065546	09/30/2018	09/30/2019	Installation	150,000
				CPA8065546	09/30/2018	09/30/2019	Leased/Rented Equip.	50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
License Holder- Anthony C Roca

City of Wilmington is listed as additional insured as respects to the general liability for work performed by the named insured as per the written contract, but only in accordance with the policy.

CERTIFICATE HOLDER

CANCELLATION

City of Wilmington 800 French Street - 5th Floor Wilmington, DE 19801	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

--- - - C O N T R A C T -----

THIS AGREEMENT made the *25th* day of *March* in the year **Two Thousand Nineteen** and between the City of Wilmington, a municipal corporation of the State of Delaware, acting through the agency of the Department of Finance, Division of Procurement and Records, party of the first part (hereinafter designated the Owner), and **Summit Mechanical, Inc.** party of the second part (hereinafter designated the Contractors)

WITNESSETH, that the Contractor, in consideration of agreements herein made by the Owner, agrees with the Owner as follows:

Article 1. The Contractor shall and will furnish and deliver per specifications, on contract **20001PW "HVAC PREVENTATIVE MAINTENANCE"** for the **Public Works Department** in accordance with Advertisement for Bids by the Department of Finance, Division of Procurement and Records date **1/24/19 & 1/29/19** and specifications identified as Contract No. **20001PW** and by the signatures of the parties hereto, are, together with the said Advertisement for Bids,

Instructions to Bidders, Forms of Proposal, and/or other documents pertinent thereto, hereby acknowledge and incorporated into these presents and are to be taken as a part of this Contract.

Article 2. It is understood and agreed by and between the parties hereto that the amount of this Contract is in the amount of **Thirty-Four Thousand, Two Hundred Forty-Five-----Dollars and 00/100 (\$34,245.00)** as per Proposal dated **2/12/19** to the Department of Finance, Division of Procurement and Records.

Article 3. In the performance of this Contract, the parties agree that they shall not discriminate or harass, or permit discrimination or harassment, against any person because of age sex, martial status, race, religion, color, national origin or sexual orientation.

Article 4. This Agreement shall bind the heirs, executors, administrators, successors and assigns to the respective parties hereto.

In witness whereof the party of the first part has, by recommendation of the **Commissioner of Public Works**, caused the hand of **Michael S. Purzycki**, Mayor, and the corporate seal of the City of Wilmington, attested by the City Clerk, to be hereunto affixed; and the party of the second part has caused the hand of its' President, (or his authorized representative) and its' corporate seal, attested by the Secretary or assistant Secretary, to be hereunto affixed.

Dated the day and year first above written in the City of Wilmington, County of New Castle, State of Delaware.

Signed, Sealed and delivered
in the presence of:

THE CITY OF WILMINGTON

Witness

By: _____
Michael S. Purzycki, Mayor

ATTEST:

City Clerk

Summit Mechanical, Inc

Robert W. Conley, Del., III
Witness

By: _____
President (Seal)

ATTEST: _____
Secretary

**AN ORDINANCE TO AUTHORIZE AND APPROVE A CONTRACT
BETWEEN THE CITY OF WILMINGTON AND SECURITY GUARD, INC.
T/A GETTIER SECURITY FOR SECURITY GUARD SERVICES**

#4666

Sponsor:

Council
Member
Turner

WHEREAS, pursuant to Section 2-308 and Section 8-200 of the City Charter, the City of Wilmington is authorized to enter into contracts for the supply of personal property or the rendering of services for a period of more than one year if approved by City Council by ordinance; and

WHEREAS, the City publicly advertised the specifications for Contract 20002CW - Security Guard Service (the "Contract") - in accordance with the requirements of Section 8-200 of the City Charter, and subsequently awarded the Contract, a copy of which, in substantial form, is attached hereto and incorporated by reference herein as Exhibit "A", to Security Guard, Inc. t/a Gettier Security (the "Contractor"), the lowest responsible bidder; and

WHEREAS, the term of the Contract is for a period of one (1) year from July 1, 2019 through June 30, 2020, at an estimated price of Eighty-Six Thousand, Two Hundred Forty Dollars (\$86,240.00), with the possibility of two (2) extensions of one (1) year thereafter at the same annual price, at the option of the City, subject to budget appropriations; and

WHEREAS, the primary purpose of the Contract is to provide security guard services for the City's Municipal Complex and the William "Hicks" Anderson Community Center; and

WHEREAS, said extension periods were included in the Contract in order to provide for continuity of service and to lock in the current price; and

WHEREAS, it is the recommendation of the Department of Public Works and the Department of Parks and Recreation that the City enter into the Contract with the Contractor for a period of one (1) year from July 1, 2019 through June 30, 2020, and reserve the right to extend the Contract for two (2) additional periods of one (1) year thereafter, at the option of the City.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF WILMINGTON
HEREBY ORDAINS:**

SECTION 1. Contract 20002CW - Security Guard Service - between the City of Wilmington and Security Guard, Inc. t/a Gettier Security, a copy of which Contract, in substantial form, is attached hereto as Exhibit "A," for the period of one (1) year from July 1, 2019 through June 30, 2020, at an estimated price of Eighty-Six Thousand, Two Hundred Forty Dollars (\$86,240.00), with the possibility of two (2) additional extensions of one (1) year thereafter at the same annual price, at the option of the City, is hereby approved, and the Mayor and the City Clerk are hereby authorized and directed to execute as many copies of the Contract, as well as all additional undertakings related thereto, as may be necessary.

SECTION 2. This Ordinance shall become effective upon its passage by City Council and approval by the Mayor.

First Reading..... June 6, 2019
Second Reading..... June 6, 2019
Third Reading.....

Passed by City Council,

President of City Council

ATTEST: _____
City Clerk

Approved this ____ day of _____, 2019.

Mayor

SYNOPSIS: This Ordinance authorizes the execution of Contract 20002CW - Security Guard Service - between the City of Wilmington and Security Guard, Inc. t/a Gettier Security for the period of one (1) year from July 1, 2019 through June 30, 2020, at an estimated price of Eighty-Six Thousand, Two Hundred Forty Dollars (\$86,240.00), with the possibility of two (2) additional extensions of one (1) year thereafter at the same annual price, at the option of the City.

FISCAL IMPACT STATEMENT: The fiscal impact of this Ordinance is a contract for the period of one (1) year from July 1, 2019 through June 30, 2020, at an estimated price of Eighty-Six Thousand, Two Hundred Forty Dollars (\$86,240.00), with the possibility of two (2) additional extensions of one (1) year thereafter at the same annual price, at the option of the City.

W0105956

EXHIBIT A

Ad Number: 0003493410

Run Dates: 04/11/19, 04/16/19

The City of Wilmington will receive sealed bids at the Division of Procurement & Records, 5th Fl., Louis L. Redding Bldg., 800 French St., Wilmington, DE 19801 for:

**20002CW – SECURITY GUARD
SERVICE**

at the

**AT THE WILLIAM HICKS
ANDERSON COMMUNITY CENTER**

and the

MUNICIPAL COMPLEX

Bid opening: Tuesday, May 7, 2019,
at 3:00 p.m., in the Finance Department Conference Room, 5th Floor,
Louis L. Redding City/County Building,
800 French Street, Wilmington,
DE 19801.

Plans and Specifications may be obtained at the above address for the
Division of Procurement & Records.

Philip Ceresini
Purchasing Agent II
Division of Procurement and Records
Department of Finance

pceresini@wilmingtonde.gov
www.wilmingtonde.gov

04/11, 04/16-NJ

0003493410-01



The News Journal Media Group

A GANNETT COMPANY

Street Address:
950 West Basin Road
New Castle, DE 19720

(302) 324-2500
(800) 235-9100

Mailing Address:
P.O. Box 15505
Wilmington, DE 19850

Legal Desk:
(302) 324-2676
Legal Fax:
302 324-2249

Phil Ceresini, CPPB
Phil Ceresini, CPPB
800 N. FRENCH STREET, 5TH FLOOR
LOUIS L. REDDING CITY/COUNTY BUILDING
WILMINGTON, DE 198013537

Phil Ceresini, CPPB

Phil Ceresini, CPPB
800 N. FRENCH STREET, 5TH FLOOR
LOUIS L. REDDING CITY/COUNTY BUILDING

WILMINGTONDE, 198013537

AFFIDAVIT OF PUBLICATION

State of Delaware

New Castle County

Personally appeared **The News Journal**

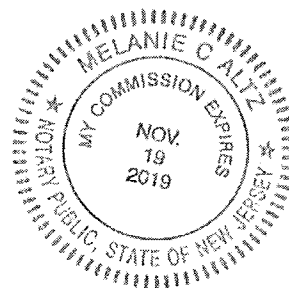
Of the **The News Journal Media Group**, a newspaper printed, published and circulated in the State of Delaware, who being duly sworn, depose and saith that the advertisement of which the annexed is a true copy, has been published in the said newspaper 2 times, once in each issue as follows:

04/11/19, 04/16/19 A.D 2019

Ad Number: 0003493410

Sworn and subscribed before me, this 16 day of April,
2019

Legal notification printed at larger size for affidavit.





Classified Ad Receipt
(For Info Only - NOT A BILL)

Customer: SD CITY WILM PURCHASING DIV

Ad No.: 0003493410

Address: 800 N FRENCH ST FL 5
WILMINGTON DE 19801
USA

Pymt Method Invoice

Net Amt: \$230.42

Run Times: 2

No. of Affidavits: 1

Run Dates: 04/11/19, 04/16/19

Text of Ad:

The City of Wilmington will receive sealed bids at the Division of Procurement & Records, 5th Fl., Louis L. Redding Bldg., 800 French St., Wilmington, DE 19801 for:

20002CW – SECURITY GUARD
SERVICE

at the

AT THE WILLIAM HICKS
ANDERSON COMMUNITY CENTER

and the

MUNICIPAL COMPLEX

Bid opening: Tuesday, May 7, 2019,
at 3:00 p.m., in the Finance Department Conference Room, 5th Floor,
Louis L. Redding City/County Building,
800 French Street, Wilmington,
DE 19801.

Plans and Specifications may be obtained at the above address for the
Division of Procurement & Records.

Philip Ceresini
Purchasing Agent II
Division of Procurement and Records
Department of Finance

pceresini@wilmingtonde.gov
www.wilmingtonde.gov

04/11, 04/16-NJ

0003493410-01

INSTRUCTIONS TO BIDDERS

1. Bids on **City Contract 20002CW – SECURITY GUARD SERVICE** will be publicly opened and read aloud in the 5th Floor Finance Department Conference Room, Louis L. Redding City/County Building, 800 French Street, Wilmington, Delaware, on **TUESDAY, MAY 7, 2019, AT 3:00 p.m.**
2. Proposals must be in triplicate, sealed in an envelope, and the envelope endorsed "**Bid for City Contract 20002CW – SECURITY GUARD SERVICE**" and addressed to the Department of Finance, Division of Procurement and Records, 5th Floor, Louis L. Redding City/County Building, 800 French Street, Wilmington, Delaware.
3. Any bid may be withdrawn prior to the schedule time for opening of bids or authorized postponement thereof. No bid may be withdrawn within thirty (30) calendar days after the actual opening thereof.
4. The successful bidder will be required to have or obtain an appropriate business license from the Department of Finance, Revenue Division, City of Wilmington, in order to be awarded the contract. Before obtaining a City of Wilmington Business License, all applicants must show proof of a current State of Delaware Business License.
5. No bid will be considered unless accompanied by a Certified Check (personal check, cashier's check, or treasurer's check are not acceptable) or a good and sufficient Bid Bond to the City of Wilmington in the amount of not less than 10 percent of the amount of the base bid, plus all additive alternatives, with Corporate Surety authorized to do business in the State of Delaware.
6. The Bid Bond must be accompanied by a certification attached hereto, issued by the Surety Company, qualified to do business in the State of Delaware, and satisfactory to the Owner, which certification contains the commitment of the Surety Company to execute a 100 percent Performance and/or Labor and Materials Bonds to cover the bidder's performance and its' payments of labor and materials if the bidder is successful and the contract is awarded to him. The successful bidder must furnish the above bond within ten days after the award of contract.
7. If a corporation, the successful bidder shall furnish a certificate from the State where it is incorporated, stating that it is a subsisting corporation. The corporation shall also furnish one (1) original and two (2) copies of the excerpts of the corporate minutes which grant authority to those who sign and attest the contract. The Corporate Seal shall be affixed where signatures are attested.
8. The successful bidder will be required to withhold City of Wilmington Wage Tax from their employees and withheld taxes paid to the City of Wilmington pursuant to the provisions of the Wilmington Wage Tax Law. This law applies to people living and/or working in the City of Wilmington.
9. Bidders are required to refer to the delinquent tax clause appearing on page GC-21 of the General Conditions.
10. The successful bidder certifies that they are not listed on the Federal Government, Excluded Parties List System (www.sam.gov). This will be verified by the City of Wilmington and if listed may be grounds for rejection of the bid or proposal.
11. Any person doing business or seeking to do business with the City shall abide by the following Global Sullivan Principles:
 - A. Support universal human rights and particularly, those of employees, the communities within which you operate, and parties with whom you do business.

- B. Promote equal opportunity for employees at all levels of the company with respect to issues such as color, race, gender, age, ethnicity, or religious beliefs, and operate without unacceptable worker treatment such as the exploitation of children, physical punishment, female abuse, involuntary servitude, or other forms of abuse.
- C. Respect employee's voluntary freedom of association.
- D. Compensate employees to enable them to meet at least their basic needs and provide the opportunity to improve their skill and capability in order to raise their social and economic opportunities.
- E. Provide a safe and healthy workplace; protect human health and the environment; and promote sustainable development.
- F. Promote fair competition including respect for intellectual and other property rights, and not offer, pay, or accept bribes.
- G. Work with governments and communities in which you do business to improve the quality of life in those communities -- their educational, cultural, economic, and social well-being -- and seek to provide training and opportunities for workers from disadvantaged backgrounds.
- H. Promote the application of these principles by those with whom you do business.

12. **Award and Execution of Contract**

- A. **Consideration of Proposals.** After the proposals are opened and read, they will be compared on the basis of the summation of the products of the approximate quantities shown in the bid schedule by the unit bid prices, unless the proposals states a different basis for comparing bids. In the event of a discrepancy between unit bid prices and extensions, the unit bid price shall govern.

Before awarding the contract, a bidder may be required to show that he/she has the ability, experience, necessary equipment, experienced personnel, and financial resources to successfully carry out the work required by the contract.

The right is reserved to reject any and/or all proposals, to waive technicalities, to advertise for new proposals, or to proceed to do the work otherwise, if in the judgement of the department the best interest of the City will be promoted thereby.

- B. **Award of Contract.** The award of the contract, if it be awarded, must be within thirty (30) calendar days after the opening of proposals to the lowest responsible and qualified bidder whose proposal complies with all the requirements prescribed. The successful bidder will be notified by letter mailed to the address shown on his proposals that his bid has been accepted and has been awarded the contract.
- C. **Cancellation of Award.** The City reserves the right to cancel the award of any contract at any time before the execution of said contract by all parties without any liability against the City.
- D. **Right to Audit.** The City Auditor or his designee shall have the right to audit the contract and any books, documents, or records relating thereto.

CITY OF WILMINGTON

CONTRACT 20002CW

SECURITY GUARD SERVICE

AT

THE MUNICIPAL COMPLEX

AND

WILLIAM "HICKS" ANDERSON COMMUNITY CENTER
(WHACC)
501 NORTH MADISON STREET
WILMINGTON, DELAWARE 19801



City of Wilmington
Departments of Public Works and Parks & Recreation
March , 2019

Location:

City of Wilmington Municipal Complex, 500 Wilmington Ave., Wilmington, Delaware 19801 and William "Hicks" Anderson Community Center (WHACC), 501 Madison Street, Wilmington, Delaware 19801.

General:

The purpose of this contract is to support the protection of life and property at the subject sites in a first-class manner, but not to act as a law enforcement agency. General specifications must be adhered to, and all enclosures requested herein must be submitted at the time all bids are submitted. The sites require an armed guard.

Proposals

The City site coordinator reserves the right to change the attached schedule of specifications upon agreement with the contractor and to make necessary contract changes without voiding other terms of the original contract. The bid is to be developed providing security service as specified and at reasonable hourly rates to the subject site. The proposed hourly rate shall be full compensation for the security service specified, Local supervision, differential (if any), overtime, sick leave, holiday pay and any other indirect charges are to be included in the bid price. The proposed rates are to remain the same for up to an 8 hour shift. A list of holidays observed by the City is attached only for calculating shifts required on the indicated days (see next paragraph) and may vary between the two locations.

Work Hours:

Specified trained uniformed security guard(s) will be provided for the City as indicated below:

Guard Position located at 500 Wilmington Ave., Wilmington, Delaware 19801, City of Wilmington Municipal Complex - One armed guard will be supplied for 40 hours a week as follows:

Monday	8:30am-5:00pm
Tuesday	8:30am-5:00pm
Wednesday	8:30am-5:00pm
Thursday	8:30am-5:00pm
Friday	8:30am-5:00pm
Saturday	N/A
Sunday	N/A

Guard will be allowed one half hour unpaid lunch.

Guard Position located at William "Hicks" Anderson Community Center located at 501 Madison Street, Wilmington, Delaware 19801 – One armed guard will be supplied for 40 hours a week as follows:

Monday	11:00am – 8:00pm
Tuesday	11:00am – 8:00pm
Wednesday	11:00am – 8:00pm
Thursday	11:00am – 8:00pm
Friday	11:00am – 8:00pm
Saturday/Sunday	On an as needed basis

(For purpose of evaluation consider 6 Saturdays as 4hrs per day)

Guard will be allowed one hour unpaid lunch.

These times are subject to change as necessary and as requested in writing and any change in total hours will be added or subtracted using the proposed wage rate.

Guard Qualifications:

Any guard assigned to this contract must have a minimum of 2 years of prior experience as a guard and with no prior felony convictions or certain misdemeanor convictions as determined by the City. A guard with experience in the operation of security/access software is preferable. This guard may be considered for employment for the subject site based on the City's approval and before or after the contract has been awarded. Documentation of experience must be demonstrated prior to work. All Guards must also have high school diploma which must be presented with qualifications of guards as specified and must be certified in CPR and the use of a defibrillator. Certificates must be supplied with resume/applications for review.

The City will expect that **before** any new guards are assigned to this site during the contract term, they must have prior approval by the City based on the documentation as required. This shall include all prospective guards' applications/ resumes, drug test results and State of Delaware background checks to: George Johnson (302-576-3860), Building Services Manager, 6th floor of the City County Building (Louis L. Redding Building), 800 French Street, Wilmington, Delaware 19801, or Leonard Williams (302-576-3818), Superintendent, Parks Maintenance, 500 Wilmington Avenue, Wilmington, Delaware, for review. The City will sign off and date new guards' applications/resumes thereby recognizing that the guard meets the minimum requirements of the contract. If a new guard does not meet the minimum requirements for the job and is installed on the job anyway, the City will not pay for the guard when invoiced. Each guard must sign in and out on the log provided by the Site Coordinator when serving every shift.

In case of emergency or extenuating circumstances the contractor shall provide extra guard service when requested at the same bid price per man-hour with 24 hours advance notice by the City. It shall be the company's responsibility to provide coverage in the event of security guard lateness or illness. Consistent lateness or non attendance as required will lead to dismissal of the contract as determined by the City.

Administration:

The contractor's employees will report to the Site Coordinator, Building Services Supervisor, George Johnson (302) 576-3862 or Leonard Williams, the designee for the William "Hicks" Anderson Community Center, respective to their locations, in specific matters such as Standard Operating Procedures (SOP's) which will not conflict with these specifications. The Contractor is to meet with the Site Coordinators prior to the start of work under this contract to review the conduct and specific scope of work of the guards. During the contract, a qualified-supervising contractor representative must be available on a 24-hour basis.

Inspection and Review:

Periodic review of the quality of security guard service for both the City sites shall be at the discretion of the Site Coordinators. The City will expect consistently good performance according to the terms as outlined herein and the duties further outlined by the Site Coordinators. Major discrepancies between contract provisions and the contractor's performance that cannot be settled by the Site Coordinators shall be taken up with Marlyn Dietz, Operations Director at 302-576-3076. For matters pertaining to William "Hicks" Anderson Community Center major discrepancies shall be taken up with Leonard Williams at (302) 576-3818.

Said Contractor management personnel are expected to be readily available to meet on site with the City representatives and to be responsive to inquiries and complaints. The City reserves the right to interview all proposed guards for expertise, professional quality and for appearance prior to start of work.

All personnel changes must be reviewed and approved in advance by the Site Coordinator. The City Site Coordinators reserve the right to require the removal of any guard for misconduct or for whatever reason may be deemed sufficient by the City. All provided new employees at the start of work at a site shall also have been substance tested within 3 months of starting and documentation shall be presented upon request. The City reserves the right to decline employees testing positive on substance abuse.

Hold Harmless:

The contractor agrees to indemnify and hold the City harmless from and against any and all claims for injury to or 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, the contractor's employees, and any subcontractors.

Insurance:

The contractor will be required to provide insurance of the prescribed types and minimum amounts as set forth below. The bidder to whom the contract is awarded shall furnish to the City within ten days after the notice of award of the contract

insurance certificates evidencing that the contractor has provided the necessary coverage. The certificates shall contain a provision that coverage afforded under the policies will not be canceled until 30 days after prior written notice has been given to the City representatives. The City of Wilmington shall be named as additional injured.

Minimum requirements of insurance to be carried by the contractor shall be as follows:

- a. Worker's Compensation Insurance-statutory as required by the Workers Compensation Law of Delaware;
- b. Comprehensive General Liability Insurance, including bodily injury, personal injury including death, and property damage with a combined single limit of \$5,000,000. Such policies shall be issued by a financially sound carrier and/or carriers and shall be subject to reasonable approval of the City. The contractor shall provide the City of Wilmington with a certificate of insurance evidencing the above stated coverage and name the City of Wilmington as additional insured.
- c. Comprehensive Automobile Liability Insurance (to provide coverage for all owned and rented vehicles)--bodily injury and property damage liability with a combined single limit of \$1,000,000 for all damages because of bodily injury and property damage suffered by one or more persons as the result of one or more accidents.

Cancellation:

The provisions outlined in these specifications are the absolute basic and minimum requirements. The City representatives must be satisfied with the contractor's performance before invoices will be paid. Failure to meet these requirements, as determined by the City representatives in the exercise of good faith judgment, will result in cancellation of the contract by the City and/or a reduction in the contractor's invoice as provided below.

Billing:

Monthly charges shall be submitted by the fifteenth of the following month for all services performed in the previous month. Immediate responses will be required concerning any unsatisfactory performance of work. Failure to correct unsatisfactory performance may result in cancellation of the contract and/or non-approval of any outstanding subsequent invoices until performance is corrected. No weekly invoices will be accepted. Invoices and time sheets shall be mailed to the City's Finance Department, Accounts Payable, 800 N. French Street 5th Floor, Wilmington, De. 19801 or emailed to accountspayable@wilmingtonde.gov

Equipment and Supplies:

All uniforms shall be furnished by the contractor and are subject to the approval of the

City representatives. The contractor shall also provide equipment that will be necessary to function at their positions except as agreed prior to execution of this contract.

Licenses:

All licenses required by the State, County, and/or the City shall be obtained by the contractor. The contractor agrees that in addition to all company licenses, all security personnel who will work for the City of Wilmington must be properly licensed under all applicable laws, including certification by the Delaware State Police. The City reserves the right to have contractors supply necessary documentation affirming this.

All licenses and certifications shall remain in force for the term of this contract. Also, the successful bidder will be required to withhold City of Wilmington wage tax from employees' compensation, and withheld taxes shall be paid to the City of Wilmington pursuant to the provisions of the Wilmington Wage Tax Law. No contract will be signed until evidence is presented of having applied for wage tax withholding.

Length of Contract:

The term of this contract shall be from July 1, 2019 through June 30, 2020. The City reserves the option to extend this contract for (2) consecutive one-year terms provided that all conditions and pricing remain the same and that the contractor has satisfactorily met the conditions of this contract. The City will give 60 days advance written notice if the contract is to be extended. Cancellation of services by the City at any time during the contract year shall be given with a minimum of 30 days notice unless conditions require otherwise as determined by the City.

Minimum General Conditions:

- a. All security personnel shall wear picture identification cards or badges while on duty which is to be provided by the contractor. Standard company uniforms must be worn at all times while working unless otherwise advised.
- b. Damage and/or pilferage by employees of the contractor shall be the contractor's responsibility, and any owner's loss will be reimbursed by the contractor. This shall also cover any keys or other equipment issued by the Site coordinator for use by the guard(s).
- c. The Contractor shall take every precaution for the safety of the employees and tenants of the Center. Any incidents out of the ordinary, either inside the building or in the general vicinity of the outside of the building, must be reported to the City Site Coordinator or his/her designee, and to the police department as required. This contract requires an armed guard as scheduled above. Standard Operating Procedure (SOP) will be developed concerning a detailed scope of responsibilities of the position

and will be available when the contract is awarded. Guards must also complete incident reports on any incident, no matter how minor, and distribute reports to the Site Coordinator and Marlyn Dietz daily as necessary. Reporting of incidents is especially important and must be detailed on a contractor's report immediately for liability purposes.

- d. Security personnel shall be instructed by the contractor's representative in operating security and fire alarm systems as well as any other emergency systems and evacuations in the building. The Site coordinator will set up one training session for the contractor's representative. Any subsequent sessions are at the cost of the Contractor. The Site coordinator will periodically check the expertise of the security personnel.
- e. It will be the Site coordinator's responsibility to provide current phone books for reference if necessary. Security personnel shall not be permitted to bring televisions sets or radios on the premises. Security station procedures SOP's are to be supplied to the guard at the position and available at all times. Every guard must be trained thoroughly in the procedures.
- f. No guard is to leave a post until another guard or City employee has arrived to relieve him/her or unless otherwise stipulated. This is especially important in the event of inclement weather or other type of emergency.
- g. Security personnel shall monitor all individuals entering or leaving the building and shall request identification and sign-in as necessary from all personnel entering the building during normal business hours.
- h. Security personnel are to tour the building at random when required.
- i. Security contractor must have a roving shift supervisor on duty. Assigned supervisor must be required to make an unannounced visit to the protected site when asked to do so.
- j. Guard service management shall provide direct phone accessibility; and maintain a main Delaware State central station or security office within a radius of twenty (20) miles of the protected property.
- k. The successful bidder will assure that background security checks are made on all assigned personnel through the Delaware State Police Department. Certifications of these checks for each guard working in this building are to be supplied to the City. Continual non-compliance of this is grounds for cancellation of contract.
- l. Assigned security personnel must be physically fit and perform all other duties as outlined in specifications and SOP's. All bidders shall be required to post a bid bond or certified check in the amount of 10 percent of the contract price along with their bid.
- m. The successful bidder shall be required to provide a performance/security bond in the amount of 100 percent of the contract price upon notice of the

award of the contract and at the time the signed contract is returned to the City.

- n. The vendor is required to tour the buildings before submitting a bid. Contact the previously referenced Site Coordinators and phone numbers for an appointment.

References: Four references must be provided with the bid: The name, address, and phone number of the building supervisor or contract manager must be provided for each reference. Past experience with the City will be a factor in awarding this contract.

Award of contract: References, general experience and qualifications as determined by the City shall be a prime consideration in determining whether a prospective contractor is responsible and, therefore, entitled to the award. THE CITY WILL CHOOSE THE LOWEST RESPONSIBLE BID.

Independent Contractor: The contractor is an independent contractor and not an employee of the City or County.

No Oral Modifications: The terms of this contract may not be changed orally. Changes are only by written agreement of the parties hereto.

No Assignment: This contract may not be assigned or sublet without the express written permission of the City.

Successors and Assigns: This contract, and all the terms and provisions hereof, shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

ATTACHMENT A

HOLIDAY SCHEDULE FISCAL YEAR 2019 - 2020

1 January	Celebration of New Year's Day (City Observed)
21 January	Martin Luther King's Birthday
18 February	Presidents' Day
19 April	Good Friday
27 May	Memorial Day
4 July	Celebration of Independence Day
2 September	Labor Day
28 October	Veterans Day (City Observed)
6 November	Election Day
28 November	Thanksgiving
29 November	Day after Thanksgiving
25 December	Christmas Day

These dates and any additional holidays may not be complete and subject to change. Verification should be made concerning any actual holidays before scheduling around them.

PROPOSAL FORM
SECURITY GUARD SERVICE
CITY OF WILMINGTON MUNICIPAL COMPLEX
AND WILLIAMS "HICKS" ANDERSON COMMUNITY CENTER
CONTRACT 20002CW

DATE: _____

Attached hereto is a certified check or bid bond in the amount of ten percent (10%) of the contract price for a dollar amount of \$ _____. References are also attached.

Our City of Wilmington Business License Number is _____
This proposal is submitted with the knowledge that the Department of Finance, Division of Procurement and Records reserves the right to reject any and all proposals when, in its judgment, it is in the best interest of the City of Wilmington to do so.

We, the undersigned, hereby agree to furnish and deliver, per specifications and the addendum # _____, Security Guard Services at the City of Wilmington Municipal Complex and at the William "Hicks" Anderson Community Center during the period July 1, 2019, through June 30, 2020, as specified herein.

References and additional material proposing Guard Service qualifications for review must to be submitted with the bid.

Cost per Hour for armed guard: \$ _____ X 1984 hours = \$ _____
Total contract cost
(Municipal Complex)

Cost per Hour for armed guard: \$ _____ X 2080 hours = \$ _____
Total contract cost
(WHACC)

Grand Total: \$ _____
Grand Total

The City will only pay for actual hours worked.

PROPOSAL FORM
SECURITY GUARD SERVICE
CITY OF WILMINGTON MUNICIPAL COMPLEX
AND WILLIAMS "HICKS" ANDERSON COMMUNITY CENTER
CITY SPECIFICATION 20002CW

DATE: _____

References, general experience and qualifications as determined by the City shall be a prime consideration in determining whether a prospective contractor is responsible and, therefore, entitled to the award.

24 hour day Cellular telephone number of Contractor's qualified supervisor:

Phone # _____

FIRM: _____

Corporation, Partnership, or Individual

PER: _____

Name Typed or Printed

TITLE: _____

ADDRESS: _____

PHONE: _____

FEDERAL I.D.: _____

FAX #: _____

EMAIL ADDRESS: _____

CONSENT OF SURETY

DATE: _____

To: _____

Gentlemen:

We, the _____

(Surety Company's Address)

a Surety Company authorized to business in the State of Delaware, hereby agree that if

(Contractor)

(Address)

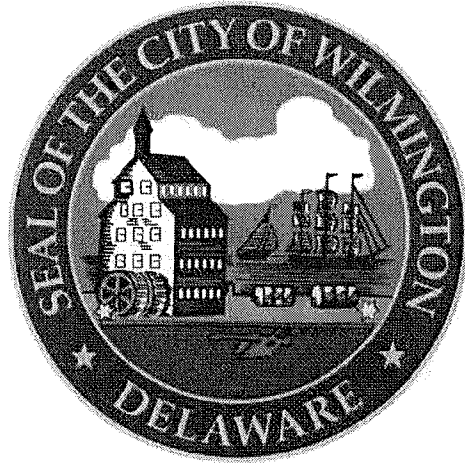
is awarded Contract _____. We will write the required Performance and/or
Labor and Materials Bond required by Paragraph 6 of the Instructions to Bidders.

Surety Company

BY: _____
Attorney-in-Fact

original

ADDENDUM #1
Contract 20002CW
SECURITY GUARD SERVICES



-
- **The bid submittal and opening date has been revised. Bids are now due: on May 21, 2019 by 3:00 pm.**

Bid opening: Tuesday, May 21, 2019, at 3:00 p.m., in the Finance Department Conference Room, 5th Floor, Louis L. Redding City/County Building, 800 French Street, Wilmington, DE 19801.

ALL OTHER PROVISIONS OF THIS SOLICITATION REMAIN THE SAME.

Issued 26 April 2019 by the
Procurement and Records Division, Department of Finance
Louis L. Redding City County Building, 800 French Street
Wilmington, DE 19801



Cheryl Chalow <cheryl.chalow@tri-countysecuritynj.com>

Addendum #1 to Contract 20002CW - Security Guard Service

1 message

Philip Ceresini <pCeresini@wilmingtonde.gov>

Fri, Apr 26, 2019 at 2:47 PM

To: Philip Ceresini <pCeresini@wilmingtonde.gov>

Cc: DaWayne Sims <dsims@wilmingtonde.gov>, John D'amelio <jdamelio@wilmingtonde.gov>, Alfred Lance <alance@wilmingtonde.gov>, Leonard Williams <lwilliams@wilmingtonde.gov>, George Johnson <gjohnson@wilmingtonde.gov>, Webupdate <webupdate@wilmingtonde.gov>

All:

Attached is a copy of Addendum #1 for contract 20002CW.

NOTE – THE BID SUBMITTAL AND OPENING DATE HAS BEEN REVISED.

BIDS ARE DUE BY Tuesday, May 21, 2019 at 3:00 p.m.

Phil Ceresini, CPPB

Purchasing Agent

City of Wilmington

Louis L. Redding City/County Building

800 N. French Street, 5th Floor

Wilmington, DE 19801-3537

302-576-2421

This City of Wilmington e-mail, including any attachments, may contain information that is privileged, confidential and exempt from applicable law. This e-mail is intended to be reviewed by only the individual(s), or organization(s) to which it is addressed. If you are not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication, including any attachments, is strictly prohibited. If you have received this e-mail in error, please immediately notify the sender by return e-mail and delete this e-mail from your system. Thank You.

Addendum#1.pdf

INSTRUCTIONS TO BIDDERS

1. Bids on **City Contract 20002CW – SECURITY GUARD SERVICE** will be publicly opened and read aloud in the 5th Floor Finance Department Conference Room, Louis L. Redding City/County Building, 800 French Street, Wilmington, Delaware, on **TUESDAY, MAY 7, 2019, AT 3:00 p.m.**
2. Proposals must be in triplicate, sealed in an envelope, and the envelope endorsed "**Bid for City Contract 20002CW – SECURITY GUARD SERVICE**" and addressed to the Department of Finance, Division of Procurement and Records, 5th Floor, Louis L. Redding City/County Building, 800 French Street, Wilmington, Delaware.
3. Any bid may be withdrawn prior to the schedule time for opening of bids or authorized postponement thereof. No bid may be withdrawn within thirty (30) calendar days after the actual opening thereof.
4. The successful bidder will be required to have or obtain an appropriate business license from the Department of Finance, Revenue Division, City of Wilmington, in order to be awarded the contract. Before obtaining a City of Wilmington Business License, all applicants must show proof of a current State of Delaware Business License.
5. No bid will be considered unless accompanied by a Certified Check (personal check, cashier's check, or treasurer's check are not acceptable) or a good and sufficient Bid Bond to the City of Wilmington in the amount of not less than 10 percent of the amount of the base bid, plus all additive alternatives, with Corporate Surety authorized to do business in the State of Delaware.
6. The Bid Bond must be accompanied by a certification attached hereto, issued by the Surety Company, qualified to do business in the State of Delaware, and satisfactory to the Owner, which certification contains the commitment of the Surety Company to execute a 100 percent Performance and/or Labor and Materials Bonds to cover the bidder's performance and its' payments of labor and materials if the bidder is successful and the contract is awarded to him. The successful bidder must furnish the above bond within ten days after the award of contract.
7. If a corporation, the successful bidder shall furnish a certificate from the State where it is incorporated, stating that it is a subsisting corporation. The corporation shall also furnish one (1) original and two (2) copies of the excerpts of the corporate minutes which grant authority to those who sign and attest the contract. The Corporate Seal shall be affixed where signatures are attested.
8. The successful bidder will be required to withhold City of Wilmington Wage Tax from their employees and withheld taxes paid to the City of Wilmington pursuant to the provisions of the Wilmington Wage Tax Law. This law applies to people living and/or working in the City of Wilmington.
9. Bidders are required to refer to the delinquent tax clause appearing on page GC-21 of the General Conditions.
10. The successful bidder certifies that they are not listed on the Federal Government, Excluded Parties List System (www.sam.gov). This will be verified by the City of Wilmington and if listed may be grounds for rejection of the bid or proposal.
11. Any person doing business or seeking to do business with the City shall abide by the following Global Sullivan Principles:
 - A. Support universal human rights and particularly, those of employees, the communities within which you operate, and parties with whom you do business.

- B. Promote equal opportunity for employees at all levels of the company with respect to issues such as color, race, gender, age, ethnicity, or religious beliefs, and operate without unacceptable worker treatment such as the exploitation of children, physical punishment, female abuse, involuntary servitude, or other forms of abuse.
- C. Respect employee's voluntary freedom of association.
- D. Compensate employees to enable them to meet at least their basic needs and provide the opportunity to improve their skill and capability in order to raise their social and economic opportunities.
- E. Provide a safe and healthy workplace; protect human health and the environment; and promote sustainable development.
- F. Promote fair competition including respect for intellectual and other property rights, and not offer, pay, or accept bribes.
- G. Work with governments and communities in which you do business to improve the quality of life in those communities -- their educational, cultural, economic, and social well-being -- and seek to provide training and opportunities for workers from disadvantaged backgrounds.
- H. Promote the application of these principles by those with whom you do business.

12. **Award and Execution of Contract**

- A. **Consideration of Proposals.** After the proposals are opened and read, they will be compared on the basis of the summation of the products of the approximate quantities shown in the bid schedule by the unit bid prices, unless the proposals states a different basis for comparing bids. In the event of a discrepancy between unit bid prices and extensions, the unit bid price shall govern.

Before awarding the contract, a bidder may be required to show that he/she has the ability, experience, necessary equipment, experienced personnel, and financial resources to successfully carry out the work required by the contract.

The right is reserved to reject any and/or all proposals, to waive technicalities, to advertise for new proposals, or to proceed to do the work otherwise, if in the judgement of the department the best interest of the City will be promoted thereby.

- B. **Award of Contract.** The award of the contract, if it be awarded, must be within thirty (30) calendar days after the opening of proposals to the lowest responsible and qualified bidder whose proposal complies with all the requirements prescribed. The successful bidder will be notified by letter mailed to the address shown on his proposals that his bid has been accepted and has been awarded the contract.
- C. **Cancellation of Award.** The City reserves the right to cancel the award of any contract at any time before the execution of said contract by all parties without any liability against the City.
- D. **Right to Audit.** The City Auditor or his designee shall have the right to audit the contract and any books, documents, or records relating thereto.

CITY OF WILMINGTON

CONTRACT 20002CW

SECURITY GUARD SERVICE

AT

THE MUNICIPAL COMPLEX

AND

WILLIAM "HICKS" ANDERSON COMMUNITY CENTER
(WHACC)
501 NORTH MADISON STREET
WILMINGTON, DELAWARE 19801



City of Wilmington
Departments of Public Works and Parks & Recreation
March , 2019

Location:

City of Wilmington Municipal Complex, 500 Wilmington Ave., Wilmington, Delaware 19801 and William "Hicks" Anderson Community Center (WHACC), 501 Madison Street, Wilmington, Delaware 19801.

General:

The purpose of this contract is to support the protection of life and property at the subject sites in a first-class manner, but not to act as a law enforcement agency. General specifications must be adhered to, and all enclosures requested herein must be submitted at the time all bids are submitted. The sites require an armed guard.

Proposals

The City site coordinator reserves the right to change the attached schedule of specifications upon agreement with the contractor and to make necessary contract changes without voiding other terms of the original contract. The bid is to be developed providing security service as specified and at reasonable hourly rates to the subject site. The proposed hourly rate shall be full compensation for the security service specified, Local supervision, differential (if any), overtime, sick leave, holiday pay and any other indirect charges are to be included in the bid price. The proposed rates are to remain the same for up to an 8 hour shift. A list of holidays observed by the City is attached only for calculating shifts required on the indicated days (see next paragraph) and may vary between the two locations.

Work Hours:

Specified trained uniformed security guard(s) will be provided for the City as indicated below:

Guard Position located at 500 Wilmington Ave., Wilmington, Delaware 19801, City of Wilmington Municipal Complex - One armed guard will be supplied for 40 hours a week as follows:

Monday	8:30am-5:00pm
Tuesday	8:30am-5:00pm
Wednesday	8:30am-5:00pm
Thursday	8:30am-5:00pm
Friday	8:30am-5:00pm
Saturday	N/A
Sunday	N/A

Guard will be allowed one half hour unpaid lunch.

Guard Position located at William "Hicks" Anderson Community Center located at 501 Madison Street, Wilmington, Delaware 19801 – One armed guard will be supplied for 40 hours a week as follows:

Monday	11:00am – 8:00pm
Tuesday	11:00am – 8:00pm
Wednesday	11:00am – 8:00pm
Thursday	11:00am – 8:00pm
Friday	11:00am – 8:00pm
Saturday/Sunday	On an as needed basis

(For purpose of evaluation consider 6 Saturdays as 4hrs per day)

Guard will be allowed one hour unpaid lunch.

These times are subject to change as necessary and as requested in writing and any change in total hours will be added or subtracted using the proposed wage rate.

Guard Qualifications:

Any guard assigned to this contract must have a minimum of 2 years of prior experience as a guard and with no prior felony convictions or certain misdemeanor convictions as determined by the City. A guard with experience in the operation of security/access software is preferable. This guard may be considered for employment for the subject site based on the City's approval and before or after the contract has been awarded. Documentation of experience must be demonstrated prior to work. All Guards must also have high school diploma which must be presented with qualifications of guards as specified and must be certified in CPR and the use of a defibrillator. Certificates must be supplied with resume/applications for review.

The City will expect that **before** any new guards are assigned to this site during the contract term, they must have prior approval by the City based on the documentation as required. This shall include all prospective guards' applications/ resumes, drug test results and State of Delaware background checks to: George Johnson (302-576-3860), Building Services Manager, 6th floor of the City County Building (Louis L. Redding Building), 800 French Street, Wilmington, Delaware 19801, or Leonard Williams (302-576-3818), Superintendent, Parks Maintenance, 500 Wilmington Avenue, Wilmington, Delaware, for review. The City will sign off and date new guards' applications/resumes thereby recognizing that the guard meets the minimum requirements of the contract. If a new guard does not meet the minimum requirements for the job and is installed on the job anyway, the City will not pay for the guard when invoiced. Each guard must sign in and out on the log provided by the Site Coordinator when serving every shift.

In case of emergency or extenuating circumstances the contractor shall provide extra guard service when requested at the same bid price per man-hour with 24 hours advance notice by the City. It shall be the company's responsibility to provide coverage in the event of security guard lateness or illness. Consistent lateness or non attendance as required will lead to dismissal of the contract as determined by the City.

Administration:

The contractor's employees will report to the Site Coordinator, Building Services Supervisor, George Johnson (302) 576-3862 or Leonard Williams, the designee for the William "Hicks" Anderson Community Center, respective to their locations, in specific matters such as Standard Operating Procedures (SOP's) which will not conflict with these specifications. The Contractor is to meet with the Site Coordinators prior to the start of work under this contract to review the conduct and specific scope of work of the guards. During the contract, a qualified-supervising contractor representative must be available on a 24-hour basis.

Inspection and Review:

Periodic review of the quality of security guard service for both the City sites shall be at the discretion of the Site Coordinators. The City will expect consistently good performance according to the terms as outlined herein and the duties further outlined by the Site Coordinators. Major discrepancies between contract provisions and the contractor's performance that cannot be settled by the Site Coordinators shall be taken up with Marlyn Dietz, Operations Director at 302-576-3076. For matters pertaining to William "Hicks" Anderson Community Center major discrepancies shall be taken up with Leonard Williams at (302) 576-3818.

Said Contractor management personnel are expected to be readily available to meet on site with the City representatives and to be responsive to inquiries and complaints. The City reserves the right to interview all proposed guards for expertise, professional quality and for appearance prior to start of work.

All personnel changes must be reviewed and approved in advance by the Site Coordinator. The City Site Coordinators reserve the right to require the removal of any guard for misconduct or for whatever reason may be deemed sufficient by the City. All provided new employees at the start of work at a site shall also have been substance tested within 3 months of starting and documentation shall be presented upon request. The City reserves the right to decline employees testing positive on substance abuse.

Hold Harmless:

The contractor agrees to indemnify and hold the City harmless from and against any and all claims for injury to or 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, the contractor's employees, and any subcontractors.

Insurance:

The contractor will be required to provide insurance of the prescribed types and minimum amounts as set forth below. The bidder to whom the contract is awarded shall furnish to the City within ten days after the notice of award of the contract

insurance certificates evidencing that the contractor has provided the necessary coverage. The certificates shall contain a provision that coverage afforded under the policies will not be canceled until 30 days after prior written notice has been given to the City representatives. The City of Wilmington shall be named as additional injured.

Minimum requirements of insurance to be carried by the contractor shall be as follows:

- a. Worker's Compensation Insurance-statutory as required by the Workers Compensation Law of Delaware;
- b. Comprehensive General Liability Insurance, including bodily injury, personal injury including death, and property damage with a combined single limit of \$5,000,000. Such policies shall be issued by a financially sound carrier and/or carriers and shall be subject to reasonable approval of the City. The contractor shall provide the City of Wilmington with a certificate of insurance evidencing the above stated coverage and name the City of Wilmington as additional insured.
- c. Comprehensive Automobile Liability Insurance (to provide coverage for all owned and rented vehicles)--bodily injury and property damage liability with a combined single limit of \$1,000,000 for all damages because of bodily injury and property damage suffered by one or more persons as the result of one or more accidents.

Cancellation:

The provisions outlined in these specifications are the absolute basic and minimum requirements. The City representatives must be satisfied with the contractor's performance before invoices will be paid. Failure to meet these requirements, as determined by the City representatives in the exercise of good faith judgment, will result in cancellation of the contract by the City and/or a reduction in the contractor's invoice as provided below.

Billing:

Monthly charges shall be submitted by the fifteenth of the following month for all services performed in the previous month. Immediate responses will be required concerning any unsatisfactory performance of work. Failure to correct unsatisfactory performance may result in cancellation of the contract and/or non-approval of any outstanding subsequent invoices until performance is corrected. No weekly invoices will be accepted. Invoices and time sheets shall be mailed to the City's Finance Department, Accounts Payable, 800 N. French Street 5th Floor, Wilmington, De. 19801 or emailed to accountspayable@wilmingtonde.gov

Equipment and Supplies:

All uniforms shall be furnished by the contractor and are subject to the approval of the

City representatives. The contractor shall also provide equipment that will be necessary to function at their positions except as agreed prior to execution of this contract.

Licenses:

All licenses required by the State, County, and/or the City shall be obtained by the contractor. The contractor agrees that in addition to all company licenses, all security personnel who will work for the City of Wilmington must be properly licensed under all applicable laws, including certification by the Delaware State Police. The City reserves the right to have contractors supply necessary documentation affirming this.

All licenses and certifications shall remain in force for the term of this contract. Also, the successful bidder will be required to withhold City of Wilmington wage tax from employees' compensation, and withheld taxes shall be paid to the City of Wilmington pursuant to the provisions of the Wilmington Wage Tax Law. No contract will be signed until evidence is presented of having applied for wage tax withholding.

Length of Contract:

The term of this contract shall be from July 1, 2019 through June 30, 2020. The City reserves the option to extend this contract for (2) consecutive one-year terms provided that all conditions and pricing remain the same and that the contractor has satisfactorily met the conditions of this contract. The City will give 60 days advance written notice if the contract is to be extended. Cancellation of services by the City at any time during the contract year shall be given with a minimum of 30 days notice unless conditions require otherwise as determined by the City.

Minimum General Conditions:

- a. All security personnel shall wear picture identification cards or badges while on duty which is to be provided by the contractor. Standard company uniforms must be worn at all times while working unless otherwise advised.
- b. Damage and/or pilferage by employees of the contractor shall be the contractor's responsibility, and any owner's loss will be reimbursed by the contractor. This shall also cover any keys or other equipment issued by the Site coordinator for use by the guard(s).
- c. The Contractor shall take every precaution for the safety of the employees and tenants of the Center. Any incidents out of the ordinary, either inside the building or in the general vicinity of the outside of the building, must be reported to the City Site Coordinator or his/her designee, and to the police department as required. This contract requires an armed guard as scheduled above. Standard Operating Procedure (SOP) will be developed concerning a detailed scope of responsibilities of the position

and will be available when the contract is awarded. Guards must also complete incident reports on any incident, no matter how minor, and distribute reports to the Site Coordinator and Marlyn Dietz daily as necessary. Reporting of incidents is especially important and must be detailed on a contractor's report immediately for liability purposes.

- d. Security personnel shall be instructed by the contractor's representative in operating security and fire alarm systems as well as any other emergency systems and evacuations in the building. The Site coordinator will set up one training session for the contractor's representative. Any subsequent sessions are at the cost of the Contractor. The Site coordinator will periodically check the expertise of the security personnel.
- e. It will be the Site coordinator's responsibility to provide current phone books for reference if necessary. Security personnel shall not be permitted to bring televisions sets or radios on the premises. Security station procedures SOP's are to be supplied to the guard at the position and available at all times. Every guard must be trained thoroughly in the procedures.
- f. No guard is to leave a post until another guard or City employee has arrived to relieve him/her or unless otherwise stipulated. This is especially important in the event of inclement weather or other type of emergency.
- g. Security personnel shall monitor all individuals entering or leaving the building and shall request identification and sign-in as necessary from all personnel entering the building during normal business hours.
- h. Security personnel are to tour the building at random when required.
- i. Security contractor must have a roving shift supervisor on duty. Assigned supervisor must be required to make an unannounced visit to the protected site when asked to do so.
- j. Guard service management shall provide direct phone accessibility; and maintain a main Delaware State central station or security office within a radius of twenty (20) miles of the protected property.
- k. The successful bidder will assure that background security checks are made on all assigned personnel through the Delaware State Police Department. Certifications of these checks for each guard working in this building are to be supplied to the City. Continual non-compliance of this is grounds for cancellation of contract.
- l. Assigned security personnel must be physically fit and perform all other duties as outlined in specifications and SOP's. All bidders shall be required to post a bid bond or certified check in the amount of 10 percent of the contract price along with their bid.
- m. The successful bidder shall be required to provide a performance/security bond in the amount of 100 percent of the contract price upon notice of the

award of the contract and at the time the signed contract is returned to the City.

- n. The vendor is required to tour the buildings before submitting a bid. Contact the previously referenced Site Coordinators and phone numbers for an appointment.

References: Four references must be provided with the bid: The name, address, and phone number of the building supervisor or contract manager must be provided for each reference. Past experience with the City will be a factor in awarding this contract.

Award of contract: References, general experience and qualifications as determined by the City shall be a prime consideration in determining whether a prospective contractor is responsible and, therefore, entitled to the award. THE CITY WILL CHOOSE THE LOWEST RESPONSIBLE BID.

Independent Contractor: The contractor is an independent contractor and not an employee of the City or County.

No Oral Modifications: The terms of this contract may not be changed orally. Changes are only by written agreement of the parties hereto.

No Assignment: This contract may not be assigned or sublet without the express written permission of the City.

Successors and Assigns: This contract, and all the terms and provisions hereof, shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

References

Croda, Inc.

315 Cherry Lane
New Castle, DE 19720
Derrick Schweitzer
Phone: 1-302-429-5407
20 years of service
Derrick.schweitzer@croda.com

Zenith Products

400 Lukens Dr.
New Castle, DE 19720
Kevin Orcutt
Phone: 1-610-357-4112
4 years of service
kevinorcutt@zenith-products.com

TA Instruments

159 Lukens Drive
New Castle, DE 19720
John Burns
Phone: 1-302-750-9573
3 ½ years of service
jburns@tainstruments.com

William Hicks Anderson Community Center

501 North Madison Street
Wilmington, DE 19801
Tina
Phone: 1-302-576-2420
5 years of service
tromano@wilmingtonde.gov

General Experience and Qualifications

Gettier Security, is a full licensed and bonded agency located in Newark, DE with it corporate office located in Vineland, New Jersey has been protecting businesses since 1966. When it comes to providing qualified and dependable security personnel, Gettier Security is unmatched in the industry. Gettier Security employs rigorous screening and supervision practices, administering the guidelines and requiring and approval of both the New Jersey, Delaware and Pennsylvania State Police for all of their employees.

Gettier Security performs a complete analysis of the site, including special concerns and / or needs and provides a detailed report of recommendations for each location, prior to furnishing security.

Supervisory staff randomly checks on officers to assure clients of excellent services. Nay problems are taken care of quickly and efficiently, providing a high level of customer satisfaction.

With several offices strategically located around the southern New Jersey, Delaware and eastern Pennsylvania region. Gettier Security is well positioned to provide excellent service around the clock, as well as provide rapid response to unusual security needs as they arise. Gettier Security also enjoys the financial backing of St. John Holdings, which allows for the continued expansion and upgrades of our services and technologies.

ATTACHMENT A
HOLIDAY SCHEDULE
FISCAL YEAR 2019 - 2020

1 January	Celebration of New Year's Day (City Observed)
21 January	Martin Luther King's Birthday
18 February	Presidents' Day
19 April	Good Friday
27 May	Memorial Day
4 July	Celebration of Independence Day
2 September	Labor Day
28 October	Veterans Day (City Observed)
6 November	Election Day
28 November	Thanksgiving
29 November	Day after Thanksgiving
25 December	Christmas Day

These dates and any additional holidays may not be complete and subject to change. Verification should be made concerning any actual holidays before scheduling around them.

PROPOSAL FORM
SECURITY GUARD SERVICE
CITY OF WILMINGTON MUNICIPAL COMPLEX
AND WILLIAMS "HICKS" ANDERSON COMMUNITY CENTER
CONTRACT 20002CW

DATE: 4/15/19

Attached hereto is a certified check or bid bond in the amount of ten percent (10%) of the contract price for a dollar amount of \$ Bid bond attached. References are also attached.

Our City of Wilmington Business License Number is 7438
This proposal is submitted with the knowledge that the Department of Finance, Division of Procurement and Records reserves the right to reject any and all proposals when, in its judgment, it is in the best interest of the City of Wilmington to do so.

We, the undersigned, hereby agree to furnish and deliver, per specifications and the addendum # 1, Security Guard Services at the City of Wilmington Municipal Complex and at the William "Hicks" Anderson Community Center during the period July 1, 2019, through June 30, 2020, as specified herein.

References and additional material proposing Guard Service qualifications for review must to be submitted with the bid.

Cost per Hour for armed guard: \$ 22.50 X 1984 hours = \$ 44,640.00
**Total contract cost
(Municipal Complex)**

Cost per Hour for armed guard: \$ 20.00 X 2080 hours = \$ 41,600.00
**Total contract cost
(WHACC)**

Grand Total: \$ 86,240.00
Grand Total

The City will only pay for actual hours worked.

PROPOSAL FORM
SECURITY GUARD SERVICE
CITY OF WILMINGTON MUNICIPAL COMPLEX
AND WILLIAMS "HICKS" ANDERSON COMMUNITY CENTER
CITY SPECIFICATION 20002CW

DATE: 4/15/19

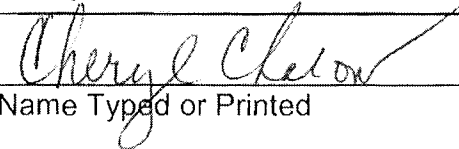
References, general experience and qualifications as determined by the City shall be a prime consideration in determining whether a prospective contractor is responsible and, therefore, entitled to the award.

24 hour day Cellular telephone number of Contractor's qualified supervisor:

Phone # Mance Revell Cell: 1-302-218-7598 / Lou McCall Cell: 1-302-593-3566

FIRM: Security Guard, Inc. T/A
Gettier Security
Corporation

Corporation, Partnership, or Individual

PER: Cheryl Chalow

Name Typed or Printed

TITLE: President

ADDRESS: 1142 E. Chestnut Ave., Suite A
Vineland, NJ 08360

PHONE: 856-691-5555 X: 1001

FEDERAL I.D.: 22-3381181

FAX #: 856-691-3867

EMAIL ADDRESS: cherylchalow@tri-countysecuritynj.com

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/16/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services LLC 1787 Sentry Pkwy W., Veva 16 Suite 300 Blue Bell, PA 19422		CONTACT NAME: PHONE (A/C, No, Ext): 484 351-4600 FAX (A/C, No): 610 537-4974 E-MAIL: ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : Everest Indemnity Insurance Company	10851
		INSURER B : Everest National Insurance Company	10120
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

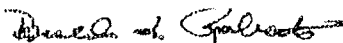
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PP Ded:1,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			51GL001894181	06/15/2018	06/15/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			51CA000018181	06/15/2018	06/15/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000			51CC000614181	06/15/2018	06/15/2019	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	5300000188181	06/15/2018	06/15/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability policy includes an automatic Additional Insured endorsement that provides Additional Insured status to City of Wilmington, only when there is a written contract that requires such status, and only with regard to work performed on behalf of the named insured.

CERTIFICATE HOLDER

CANCELLATION

William "Hicks" Anderson Community Center (WHACC) 501 North Madison Street Wilmington, DE 19801	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

CITY OF WILMINGTON - BUSINESS LICENSE

ACCOUNT NO.

036670

LICENSE NO.

7438

CODE

4036 SECURITY GUARDS

FEE PAID

\$120.00

BUSINESS TRI-COUNTY SECURITY NJ
1142 E CHESTNUT AVE
VINELAND, NJ 08360-5012

2019

Expires: 12/31/2019

ISSUED BY

TRI-COUNTY SECURITY NJ
1142 E CHESTNUT AV
SUITE A
VINELAND, NJ 08360-5012

Jeffrey J. Starkey

COMMISSIONER
DEPARTMENT OF LICENSES & INSPECTIONS

THIS LICENSE MUST BE DISPLAYED IN A PROMINENT PLACE

State of Delaware
Board of Examiners of
Private Investigators and Private Security Agencies

A Certificate of Class C License is hereby granted to

GETTIER SECURITY

LICENSE HOLDER- WILLIAM J. MYERS

DELAWARE MANAGER- KELLY H. O'ROURKE

To practice, conduct, pursue, or carry on, within the State of Delaware, the business of
Private Investigative & Private Security Agency

As defined by the Laws of Delaware in accordance with and by authority of
Title 24, Chapter 13, Delaware Code.

License Number 03-64-C

Expiration Date 07/31/2019

Col. Nathaniel McJ

Superintendent - Delaware State Police

LICENSE NO. 2006204240 DORBL

STATE OF DELAWARE

VALID

01/01/18 - 12/31/20
NOT TRANSFERABLE

POST CONSPICUOUSLY

DIVISION OF REVENUE

DLN: 17 62584 75

BUSINESS CODE 183
GROUP CODE 007

LICENSED ACTIVITY PROFESSIONAL SERVICE-PRIVATE DETECTIVE AGENCY
PROFESSIONAL AND/OR PERSONAL SERVICES

DATE ISSUED: 12/11/17

VALIDATED

2020

LICENSE FEE: \$ 225.00

MAILING ADDRESS

BUSINESS LICENSE

BUSINESS LOCATION

SECURITY GUARD INC
TRI-COUNTY SECURITY, NJ
1142 E CHESTNUT AVE STE A
VINELAND NJ 08360-5012



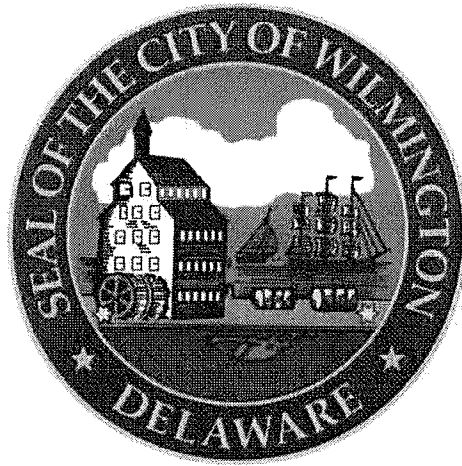
TRI-COUNTY SECURITY, NJ
UNIFORMED SECURITY GUARD SERVICE
1142 E CHESTNUT AVE STE A
VINELAND NJ 08360-5012

IS HEREBY LICENSED TO PRACTICE, CONDUCT OR ENGAGE IN THE OCCUPATION
OR BUSINESS ACTIVITY INDICATED ABOVE IN ACCORDANCE WITH THE LICENSE
APPLICATION DULY FILED PURSUANT TO TITLE 30, DEL CODE

JENNIFER R. HUDSON

DIRECTOR OF REVENUE

ADDENDUM #1
Contract 20002CW
SECURITY GUARD SERVICES



-
- **The bid submittal and opening date has been revised. Bids are now due: on May 21, 2019 by 3:00 pm.**

Bid opening: Tuesday, May 21, 2019, at 3:00 p.m., in the Finance Department Conference Room, 5th Floor, Louis L. Redding City/County Building, 800 French Street, Wilmington, DE 19801.

ALL OTHER PROVISIONS OF THIS SOLICITATION REMAIN THE SAME.

Issued 26 April 2019 by the
Procurement and Records Division, Department of Finance
Louis L. Redding City County Building, 800 French Street
Wilmington, DE 19801

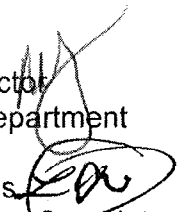


DEPARTMENT OF PUBLIC WORKS
DEPARTMENT OF PARKS & RECREATION

MEMORANDUM

TO: Phil Ceresini
Purchasing Agent
Division of Procurement and Records

FROM: Marlyn Dietz
Operations Director
Public Works Department

Leonard Williams 
Park Maintenance Superintendent
Parks & Recreation Department

DATE: 24 May 2019

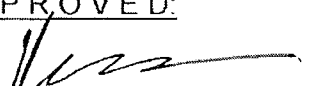
Re: Contract 20002CW –Security Guard Service (Municipal Complex) (W.H.A.C.C.)
Recommendation of Award

We have reviewed the proposal for the subject specification and tabulate them as follows:

<u>Bidder</u>	<u>Grand Total</u>
Security Guard, Inc. (Gettier Security)	\$ 86,240.00

Our recommendation is to award this contract to the apparent low bidder, Security Guard, Inc. (Gettier Security) for the amount shown above. We have reviewed their response to the RFP for Contract 20002CW and they appear to meet the specification.

APPROVED:


For Kelly Williams
COMMISSIONER OF PUBLIC WORKS


For Kevin Kelley
DIRECTOR OF PARKS & RECREATION

cc: Vince Carroccia, Deputy Commissioner of Public Works
Janelle Delaney, Administrative Assistant to Commissioner Williams
Carmen Ferguson, Administrative Assistant to Director Kelley
George Johnson, Building Services Manager
Sam Baise, Contracts & Maintenance Supervisor

CERTIFICATE OF AWARD OF CONTRACT

I hereby certify that Contract No. 20002CW is on this 24th of May 2019 awarded to Security Guard, Inc T/A Gettier Security in the amount of \$86,240.00 as per Proposal dated 4/15/19 and that this award is made in compliance with Wilm. Code (Charter), Section 8-200, to wit:

1. Plans and specifications for the work, supplies, or materials were filed with the Department of Finance, Division of Procurement and Records for public inspection on 4/11/19.
2. The advertisement calling for sealed bids on this contract was published in the News Journal on 4/11/19 & 4/16/19 stated that bids would be opened at 3:00 p.m. on 5/7/19*
3. All sealed bids received were publicly opened in the office of the Department of Finance, Division of Procurement and Records in the presence of the City Auditor and Department not represented desiring to make the purchase at 3:00 p.m. on 5/21/19. Other persons present at the opening of the bids were: Phil Ceresini, Michael Maldonado & Nicole Johnson
4. Bids were submitted by the following contractors in the following amounts:

Contractor	Address	Date of Bid	Amount
Security Guard, Inc T/A Gettier Security	Vineland, NJ	5/21/19	\$86,240.00

*Change of date to 5/21/19 per Addendum 1

5. City License Number _____

6. Upon recommendation of Public Works and Park & Recreation Department and after due consideration, I determined that the contractor to whom this award is made was the lowest responsible bidder. In support of this determination I have received the following written recommendations, which are on file at my office:

<u>Author</u>	<u>Employment Position</u>	<u>Date</u>
Kelly Williams	Commissioner of Public Works	5/24/19
Kevin S. Kelley	Director of Parks & Recreation	5/24/19

Department of Finance, Division of Procurement

FORM OF BOND

Know All Men by These Presents, That We, _____
Security Guard, Inc T/A Gettier Security
of 1142 E. Chestnut Ave. Suite A Vineland, NJ 08360-----
as principal, and _____

as Surety, legally authorized to do business in the State of Delaware, are held and firmly bound unto the City of Wilmington, a municipal corporation of the State of Delaware, (hereinafter sometimes referred to as the Obligee), in the amount of **Eight-Six Thousand, Two Hundred Forty ----- 00/100 Dollars (\$86,240.00)** to be paid to the said obligee, the City of Wilmington, for which payment, well and truly to be made, we do bind ourselves, our and each and every of our heirs, executors administrators, successors and assigns, jointly and severally, for and in the whole, firmly by these presents.

Sealed with our seals.

Dated the _____ day of _____, 2019

Now, the condition of this obligation is such, that if the above bounded Principal who has been awarded by the Department of Finance, Division of Procurement and Records, a certain contract designated by the parties thereto as **20002CW "SECURITY GUARD SERVICE"** dated _____ day of _____ 2019, shall well and truly keep, do and perform, each and every, all and singular the matters and things in said contract set forth and specified to be by the said Principal kept, done and performed at the time and in the manner in said contract specified, including the payment in full to all and every person furnishing material or performing labor or service or any of them in and about the construction of said contract and the performance of said contract, all and every sum or sums of money due him, them or any of them, for all such labor, services and/or materials, and shall make good and reimburse the above named The City of Wilmington, a municipal corporation, sufficient funds to pay the cost of completing the contract which the obligee may sustain by reason of any failure or default on the part of said Principal, then this obligation shall be void; otherwise, to be and remain in full force and effect.

Provided, however, that any alterations which may be made in the terms of the above-mentioned Contract, or in the work to be done under it or the giving by the Obligee of any extension of time for the performance of the Contract, or any other forbearance on the part of either the obligee or the Principal to the other, shall not in any way release the Principal and/or Surety or either of them, their heirs, executors, administrators, successors, or assign, for liability hereunder, notice to the Surety of any alteration, extension or forbearance, being hereby expressly waived.

Signed, sealed and delivered

Security Guard, Inc.
T/A Gettier Security

in the presence of:

Witness

By: _____

Name Typed or Printed

Surety Company

By: _____
Attorney-In-Fact (Seal)

Address: _____

Telephone: _____

----- C O N T R A C T -----

THIS AGREEMENT made the day of in the year **Two Thousand Nineteen** and between the City of Wilmington, a municipal corporation of the State of Delaware, acting through the agency of the Department of Finance, Division of Procurement and Records, party of the first part (hereinafter designated the Owner), and **Security Guard, Inc., Gettier Security** party of the second part (hereinafter designated the Contractors)

WITNESSETH, that the Contractor, in consideration of agreements herein made by the Owner, agrees with the Owner as follows:

Article 1. The Contractor shall and will furnish and deliver per specifications, on contract **20002CW "Security Guard Service"** for the **Public Works and Parks & Recreation Department** in accordance with Advertisement for Bids by the Department of Finance, Division of Procurement and Records date **4/11/19 & 4/16/19** and specifications identified as Contract No. **20002CW** and by the signatures of the parties hereto, are, together with the said Advertisement for Bids, Instructions to Bidders, Forms of Proposal, and/or other documents pertinent thereto, hereby acknowledge and incorporated into these presents and are to be taken as a part of this Contract.

Article 2. It is understood and agreed by and between the parties hereto that the amount of this Contract is in the amount of **Eighty-Six Thousand, Two Hundred Forty-----Dollars and 00/100 (\$86,240.00)** as per Proposal dated **4/15/19** to the Department of Finance, Division of Procurement and Records.

Article 3. In the performance of this Contract, the parties agree that they shall not discriminate or harass, or permit discrimination or harassment, against any person because of age sex, martial status, race, religion, color, national origin or sexual orientation.

Article 4. This Agreement shall bind the heirs, executors, administrators, successors and assigns to the respective parties hereto.

In witness whereof the party of the first part has, by recommendation of the **Commissioner of Public Works and Director of Parks & Recreation**, caused the hand of **Michael S. Purzycki**, Mayor, and the corporate seal of the City of Wilmington, attested by the City Clerk, to be hereunto affixed; and the party of the second part has caused the hand of its' President, (or his authorized representative) and its' corporate seal, attested by the Secretary or assistant Secretary, to be hereunto affixed.

Dated the day and year first above written in the City of Wilmington, County of New Castle, State of Delaware.

Signed, Sealed and delivered
in the presence of:

THE CITY OF WILMINGTON

Witness

By: _____
Michael S. Purzycki, Mayor

ATTEST:

City Clerk

Security Guard, Inc., Gettier Security

Witness

By: _____
President (Seal)

ATTEST:

Secretary

AN ORDINANCE TO AUTHORIZE AN ENERGY PERFORMANCE CONTRACT FOR LED STREET LIGHTING BETWEEN THE CITY OF WILMINGTON AND SEIBERLICH TRANE ENERGY SERVICES

#4667

Sponsor:

Council
Member
Turner

WHEREAS, pursuant to Sections 2-308 and 8-200 of the City Charter, the City of Wilmington is authorized to enter into contracts for the supply of property or the rendering of services for a period of more than one year if approved by City Council by ordinance; and

WHEREAS, the City desires to obtain LED street lighting system in order to reduce future capital and operating costs; and

WHEREAS, a LED street lighting system will have better reliability and life expectancy than the City's current street lighting system, will enhance public safety efforts by providing better visibility to police, fire and paramedics, and will reduce outages; and

WHEREAS, the new LED street lighting system will have a smart wireless controls network that will self-report any outages resulting in faster response times for street light maintenance and will be able to expand to incorporate other future smart technologies; and

WHEREAS, the LED street lighting system is a smart wireless network that will be an integral part of making Wilmington a "Smart City"; and

WHEREAS, the new LED street lighting system will provide substantial energy cost savings to the City because it will use approximately seventy percent (70%) less electricity than the City's current street lighting system, and the new LED lights have a ten-year warranty and average life expectancy of twenty (20) years; and

WHEREAS, the Delaware Department of Natural Resources and Environmental Control ("DNREC") will finance through debt servicing the entire capital expense for the City's upgrade to a LED street lighting system; and

WHEREAS, the annual cost savings of upgrading to and utilizing a LED street lighting

system will be greater than the debt servicing obligations to DNREC; and

WHEREAS, the City desires to enter into an energy services contract for a LED street lighting system (the “Contract”), in accordance with 29 *Del. C.* §§ 6971-6976, with Seiberlich Trane Energy Services; and

WHEREAS, the term of the Contract is for twenty (20) years from July 1, 2019 to June 30, 2029, at an estimated total price of Two Million, Two Hundred Ninety-Four Thousand, Eight Hundred Eighty-Three Dollars (\$2,294,883.00); and

WHEREAS, the City intends to apply to DNREC for an Efficient Energy Investment Fund Grant in the amount of One Hundred Seventy-Three Thousand, Two Hundred Dollars (\$173,200.00), which, if approved by City Council and received from DNREC, would reduce the total estimated cost of the Contract to Two Million, One Hundred Twenty-One Thousand, Six Hundred Eighty-Three Dollars (\$2,121,683.00); and

WHEREAS, it is the recommendation of the Department of Public Works that the City enter into the Contract.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF WILMINGTON
HEREBY ORDAINS:**

SECTION 1. The Contract between the City and Seiberlich Trane Energy Services, a copy of which, in substantial form, is attached hereto as Exhibit “A”, for the period of twenty (20) years commencing on July 1, 2019, at an estimated total price of Two Million, Two Hundred Ninety-Four Thousand, Eight Hundred Eighty-Three Dollars (\$2,294,883.00), is hereby approved, and the City is hereby authorized and directed to execute as many copies of said Contract, as well as all additional undertakings related thereto, as may be necessary.

SECTION 2. This Ordinance shall be effective upon its passage by City Council and

approval by the Mayor.

First Reading.....June 6, 2019
Second Reading.....June 6, 2019
Third Reading.....

Passed by City Council,

President of City Council

ATTEST: _____
City Clerk

Approved this ____ day of _____, 2019.

Mayor

SYNOPSIS: This Ordinance authorizes the City to enter into a twenty-year energy performance contract (the “Contract”) for upgrading the City’s existing street lights to a new, smart technology LED street light system beginning on July 1, 2019 at an estimated total price of Two Million, Two Hundred Ninety-Four Thousand, Eight Hundred Eighty-Three Dollars (\$2,294,883). The Contract will enable the City to realize a long-term energy efficiency by reducing the energy consumption of the City’s street lighting system by an estimated seventy percent (70%). The Contract will also create an estimated yearly cost savings to the City of One Hundred Fifty-Four Thousand Thirty-Eight Dollars (\$154,038) and an overall cost savings to the City of between Three Million Dollars (\$3,000,000) and Four Million Dollars (\$4,000,000).

FISCAL IMPACT: The fiscal impact of this Ordinance is a contract for the period of twenty years from July 1, 2019 through June 30, 2029, at an estimated total price of Two Million, Two Hundred Ninety-Four Thousand, Eight Hundred Eighty-Three Dollars (\$2,294,883). If the City is able to obtain an Efficient Energy Investment Fund Grant from DNREC, the estimated net cost of the Contract would be reduced to Two Million, One Hundred Twenty-One Thousand, Six Hundred Eighty-Three Dollars (\$2,121,683).

W0106077

EXHIBIT A



ENERGY SERVICES AGREEMENT

between

City of Wilmington

and

Seiberlich Trane Energy Services

Dated as of MONTH DATE, YEAR

Draft Agreement No. 1

CITY OF WILMINGTON LED STREET LIGHTING
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CITY OF WILMINGTON LED STREET LIGHTING
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Terms and Conditions

This Energy Services Agreement (hereinafter the “Agreement”) is made and entered into this ____ day of _____ in the year 20____ by and between Seiberlich Trane Energy Services, a division of John R. Seiberlich Inc., (hereinafter “ESCO”) and City of Wilmington (hereinafter “Owner”) for the purpose of furnishing services designed to reduce energy consumption and operational costs at the premises and to furnish specified savings validation.

Recitals:

- A. Owner has entered into an Agreement with ESCO dated **MONTH DATE YEAR** (the “Master Agreement”) the terms of which are incorporated herein by reference and applicable to ESCO with respect to work within the City of Wilmington, Delaware (the “Property”).
- B. Owner wishes to engage ESCO to perform the services hereinafter described, and ESCO wishes to provide services with respect to the Property in accordance with the terms hereof.

Schedules and Exhibits:

This Agreement consists of Schedules A through N, which are attached hereto and incorporated herein by this reference:

Schedule A:	Scope of Construction Work
Schedule B:	Description of Facility
Schedule C:	Energy, Rate and Stipulated Operational Savings
Schedule D:	Savings Validation Plan Fee
Schedule E:	Baseline Energy Consumption
Schedule F:	Savings Validation Plan
Schedule G:	Construction and Installation Schedule
Schedule H:	Systems Start-Up and Commissioning
Schedule I:	Standards of Comfort
Schedule J:	Schedule of Rental Payments – Intentionally Omitted
Schedule K:	Agency Maintenance Responsibilities
Schedule L:	Operation and Maintenance Manuals
Schedule M:	ESCO’s Training Responsibilities
Schedule N:	Milestone Schedule

Now therefore, with the intent to be legally bound hereby and for good and valuable consideration, the receipt of sufficiency of which is hereby acknowledged, the Owner and ESCO agree as follows:

1. ESCO shall provide the services and/or materials as set forth in Schedule A (the “Scope of Construction Work”) in exchange for the consideration set forth in Schedule N (the “Milestone Schedule”).

CITY OF WILMINGTON LED STREET LIGHTING
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2. ESCO's work shall be completed in a satisfactory and thorough manner in accordance with Schedule A.

3. ESCO shall be solely responsible for providing all reasonable and necessary tools, machines, and equipment to complete the work as set forth in this Agreement and subsequent Schedules, including but not limited to, necessary materials, licenses, labor, power, light transportation, and safety equipment. The Scope of Construction Work shall be performed in accordance with all applicable laws, regulations and codes that govern the work under this Agreement.

Coverage B)

\$1,000,000 Each Accident

\$1,000,000 Each Employee For Injury By Disease

\$1,000,000 Aggregate For Injury By Disease

Owner shall be named as an additional insured on these policies on a primary and non-contributory basis. If requested by the Owner, the ESCO agrees to furnish acceptable performance and labor and material payment bonds.

4. ESCO shall submit to the Owner written requisitions for payment on AIA Document G702 and G703 showing the value of the work performed to date, from which an amount of 10% shall be deducted for retainage. Upon approval from the Owner, payment will be made to the ESCO within thirty (30) days of invoice date. Retainage invoicing will be accepted thirty (30) days after the Construction Unit has been commissioned, tested, and accepted by both Owner and ESCO.

6. ESCO agrees to save harmless the Owner and fully indemnify the Owner from any liability or suit for bodily injury (including death) or property damage arising from any act, omission, or negligence of the ESCO, including all costs attached to same. The ESCO further agrees to the extent it has been paid, to hold the Owner harmless from any and all liens and all claims of persons furnishing materials and/or labor in connection with this Agreement.

5. ESCO shall keep in force insurance of the following type and minimum coverage during the term of this Agreement:

Commercial General Liability

\$2,000,000 Products/Completed Operations Aggregate

\$2,000,000 General Aggregate

\$1,000,000 Any One Occurrence (Coverage A)

\$1,000,000 Any One Person or Organization (Coverage B)

Umbrella Liability

\$5,000,000 Products/Completed Operations Aggregate

\$5,000,000 General Aggregate

\$5,000,000 Any One Occurrence (Coverage A)

\$5,000,000 Any One Person or Organization (Coverage B)

Automobile Liability (Comprehensive Coverage)

\$1,000,000 Combined Single Limit

Employer's Liability (Worker's Compensation)

7. No extra work or changes under this Agreement will be recognized or paid unless agreed to in writing before the Scope of Construction Work is done or the changes made, in which case the changes shall be specified in detail, including the extra work or changes to be made, together with the price to be paid or the amount to be deducted, as the case may be. It is specifically agreed that no changes will be permitted from the Agreement without the written consent of the Owner.

8. All payments made to ESCO by Owner under this Agreement shall constitute a trust fund in the hands of ESCO for the benefit of all persons, firms or corporations having performed work or labor, supplied services, or supplied materials for ESCO in connection with its obligation under this Agreement, and no such payment or any part thereof shall be diverted to or used by ESCO for any other purpose until all such claims have been fully paid.

In the event that ESCO shall fail to pay promptly

CITY OF WILMINGTON LED STREET LIGHTING TABLE OF CONTENTS

any amounts due any of its subcontractors, material men, employees, or others, or in event of the existence of any claim against ESCO or any of its subcontractors which has given or could give rise to a lien against the Property or against money or monies or any part thereof due the ESCO from Owner, Owner may pay the same and ESCO shall thereafter forthwith pay to Owner the amount so paid by Owner, or Owner may at its option retain, out of any monies then due or thereafter to become due to ESCO, an amount sufficient, in the opinion of Owner, to satisfy the said claim or lien, and if the amount payable to ESCO shall be insufficient to satisfy the said claim or lien then ESCO shall pay the deficiency to Owner.

9. Should the ESCO at any time refuse or neglect to supply sufficient workmen, or materials or proper quality or sufficient quantity, or become insolvent (either in the equity sense or the bankruptcy sense), make any assignment for the benefit of creditors, file or have filed against him any federal or state bankruptcy or receivership action, have any attachment or levy against or upon the person or property of the ESCO or upon funds due or to become due the ESCO from the Owner, or refuse to follow the Agreement, or otherwise be in breach of this Agreement, the Owner shall have the right, after fifteen (15) days written notice to the ESCO, or to anyone representing the ESCO in the performance of the Scope of Construction Work, to terminate this Agreement in whole or in part. In the event of a termination, the Owner may use any materials of ESCO as remain on the job or the Owner may direct the ESCO to remove said materials promptly, in which event, the Owner may elect to provide necessary materials, labor, etc. to complete the Agreement in whole or part and charge the cost thereof to the ESCO, crediting or debiting its account as the case may be when the Scope of Construction Work under this Agreement is fully completed and accepted. The ESCO expressly agrees to accept and to abide by the above clause in this connection, but nothing herein shall affect the right of Owner to recover damages from the ESCO for delay, mal-performance, or non-performance of this Agreement.

ESCO, when requested by Owner, shall supply a complete list of all suppliers, who are furnishing materials, and persons performing or furnishing labor to ESCO, as the work progresses. In the event the ESCO fails or refuses to supply a complete list of all suppliers and persons performing or furnishing labor and/or fails or refuses to submit to the Owner evidence of payment to such suppliers and persons performing or furnishing labor to ESCO, Owner shall have the option to withhold all monies otherwise due the ESCO until the information and documentation requested by the Owner is furnished by the ESCO.

10. On a daily basis, ESCO shall clean and remove from the jobsite and premises any debris caused by the performance of the Scope of Construction Work and unless otherwise expressly provided herein, upon completion of the Scope of Construction Work, shall clean, wash, remove protective coatings, etc., and shall leave the Property in a clean and acceptable condition. Should ESCO fail to perform such clean-up or fail to accomplish any corrective work required by Owner to ESCO's work to the satisfaction of the Owner, Owner shall provide such clean-up services and such corrective work on behalf of ESCO and ESCO agrees to reimburse Owner for such costs incurred.
11. Neither this Agreement nor the payments to become due thereunder shall be assignable without the consent of Owner and any assignment without such consent in writing shall vest no rights in the assignee against Owner.
12. ESCO guarantees its Scope of Construction Work against all defects in materials and workmanship as required by the Plans and Specifications; or, if no guarantee is specified, then for a period of one (1) year from the date of completion of ESCO's Scope of Construction Work and acceptance thereof by Owner.
13. This agreement constitutes the entire agreement between the Owner and ESCO; any and all prior agreements or understandings are superseded by this Agreement.

The Total Contract Price for the Scope of Construction Work performed under this Agreement, as defined in Schedule N attached hereto, and as generally described below but subject to the specific descriptions and conditions referenced in paragraphs A., B., 1. & 2. of this Agreement:

1. Furnish all material and labor necessary to perform the Scope of Construction Work as defined in Schedule A attached hereto.
2. Owner may elect to issue badges to ESCO personnel.
3. Normal work hours are Monday through Friday 7:00 AM to 4:00 PM.
4. Scope of Construction Work will follow the Owner's annual Holiday schedule for normal work days.
5. ESCO is required to hold regular project meetings. Date and time of meetings will be agreed upon by both Owner and ESCO.
6. Schedule: Time is of the essence for the Scope of Construction Work. Time for completion shall be in accordance with the requirements of this Agreement. ESCO shall be responsible for any acceleration or deceleration, unless responsibility for such acceleration or deceleration is specifically assumed in writing by Owner.
7. ESCO shall protect his work from hazards and shall be responsible for condition of the work until acceptance by Owner.
8. A Job Specific Certificate of Insurance for the ESCO, copy of the ESCO's DE Business, NCC Contractor, and City of Wilmington licenses, as well as, any other applicable license or permit must be received by the ESCO prior to the ESCO's acceptance of any contract billing.
9. Monthly ESCO invoices are due to Owner on or before the 15th of each month.
10. All ESCO deliveries including dumpsters and onsite material storage will be coordinated and approved by Owner and ESCO.
11. All inspections will be scheduled by the ESCO and coordinated through the Owner.
12. Owner will work in good faith to ensure access to work areas is not impeded for the ESCO. If the ESCO is delayed at any time in the progress of work due to the Owner, acts of God, or other causes, changes in cost and/or schedule time may be allowed as deemed reasonable by the Owner.

CITY OF WILMINGTON LED STREET LIGHTING
TABLE OF CONTENTS

IN WHITNESS WHEREOF, Owner and ESCO by and through their duly authorized representatives have set their hand and seal as of the day and year first above written.

Owner

City of Wilmington

By: _____(SEAL)

Its: _____

Date: _____

ESCO

Seiberlich Trane Energy Services

By: _____(SEAL)

Its: _____

Date: _____

CITY OF WILMINGTON LED STREET LIGHTING
SCHEDULE A
SCOPE OF WORK

Schedule A – Scope of Work

The scope of work for this project is to retrofit all the city-owned street lights for the City of Wilmington's Department of Public Works.

The breakdown of the fixture types are as follows:

TYPE	QUANTITY
ARLINGTON	3
COBRA	41
GRANVILLE	848
GRANVILLE_DBL	496
SHOEBOX	37
SHOEBOX_DBL	22
TEAR_DROP	196
TEAR_DROP_DBL	66
TURN_OF_CENTURY	21
WALL PACK	2
GRAND TOTAL	1732

Retrofit or replace all 1,732 fixtures with LED lamps or fixtures. Lighting illumination levels will be based on ANSI/IES RP-8-14 light level standards for roadway lights. Optimum illumination levels will be achieved within reasonable limitations of the existing light pole locations, heights, interferences, and spacing.

- Most of the existing lamps are 150W HPS lamps in decorative pole topper fixtures. For those fixtures, we would be retrofitting the lamp with a 57W LED lamp with an integral 7-pin control receptacle.
- All of the cobra head, wall pack and shoebox fixtures would be replaced in their entirety with an LED fixture selected to meet or exceed existing light levels. All LED fixtures would have an integral 7-pin control receptacle.

Product Selection

- All new lamps/fixtures to be provided with a 10-year parts warranty from the manufacturer
- New lights are DLC-qualified products rated at (minimum) 100,000 hours L70.
- Lighting color options are 3000k, 4000k or 5000k (final color selection to be determined in cooperation with the City).
 - 4000k has been tentatively selected by the project team and is recommended by STES engineering team.

Lighting Controls

This enables centralized features such as scheduling, sub-meters, maintenance notifications, surge protection, trimming/dimming control, and other 'smart city' capabilities from a networked user interface.

- All fixtures would include a 7-pin control receptacle for controls options.
- All fixtures would be provided with a photocontrol for on/off control based upon ambient light levels.
- All fixtures would be provided with a control node for each fixture allowing for on/off control, lighting status and dimming control.

Installation Plan

- Installation assumes a continuous normal 8-hour work day between 7:00 AM – 5:00 PM. Seiberlich Trane will work with the City to adjust schedules if a shorter time window is needed to accommodate traffic.
- Traffic control includes cones and signage at the bucket truck. It is assumed flaggers, road closures, and other traffic control is not needed, and costs for these traffic control measures are not included in this proposal. If additional traffic control measures are needed, Seiberlich Trane will work with the City to achieve whatever traffic measures the City requires or desires.
- Installation electricians are trained and qualified to work in primary/secondary voltage zones.

Testing Plan

Electrical consumption measurements (Watts, Amps, Volts) will be taken on a statistically-significant sample of each type of retrofit lighting. Measurements include before and after retrofitting to verify that actual electrical savings match or exceed anticipated/calculated savings. A report will be provided detailing all such measurements and comparing them to the anticipated/calculated savings.

Warranties

- All workmanship is warranted by a full 1-year parts and labor warranty by STES

Exclusions

- Modification, removal or replacement of existing lighting poles or light arms (on power poles).
- Supply or installation of additional light poles.
- Supply or installation of decorative pole-topper light enclosures.
- Repair or replacement of electrical cabling or equipment supplying the existing lamp.

CITY OF WILMINGTON LED STREET LIGHTING
SCHEDULE B
DESCRIPTION OF PREMISES

Schedule B – Description of Premises

As requested by the Department of Public Works, we looked at replacement of all of the City owned lights in Wilmington. In total, from data gathered from the GIS system and an extensive field audit, we identified 1,732 total fixtures for retrofit or replacement. The breakdown of the fixture types are as follows:

ARLINGTON	3
COBRA	41
GRANVILLE	848
GRANVILLE_DBL	496
SHOEBOX	37
SHOEBOX_DBL	22
TEAR_DROP	196
TEAR_DROP_DBL	66
TURN_OF_CENTURY	21
WALL PACK	2
(blank)	
Grand Total	1732

All 1732 City-owned fixtures were plotted on a map view, shown below:

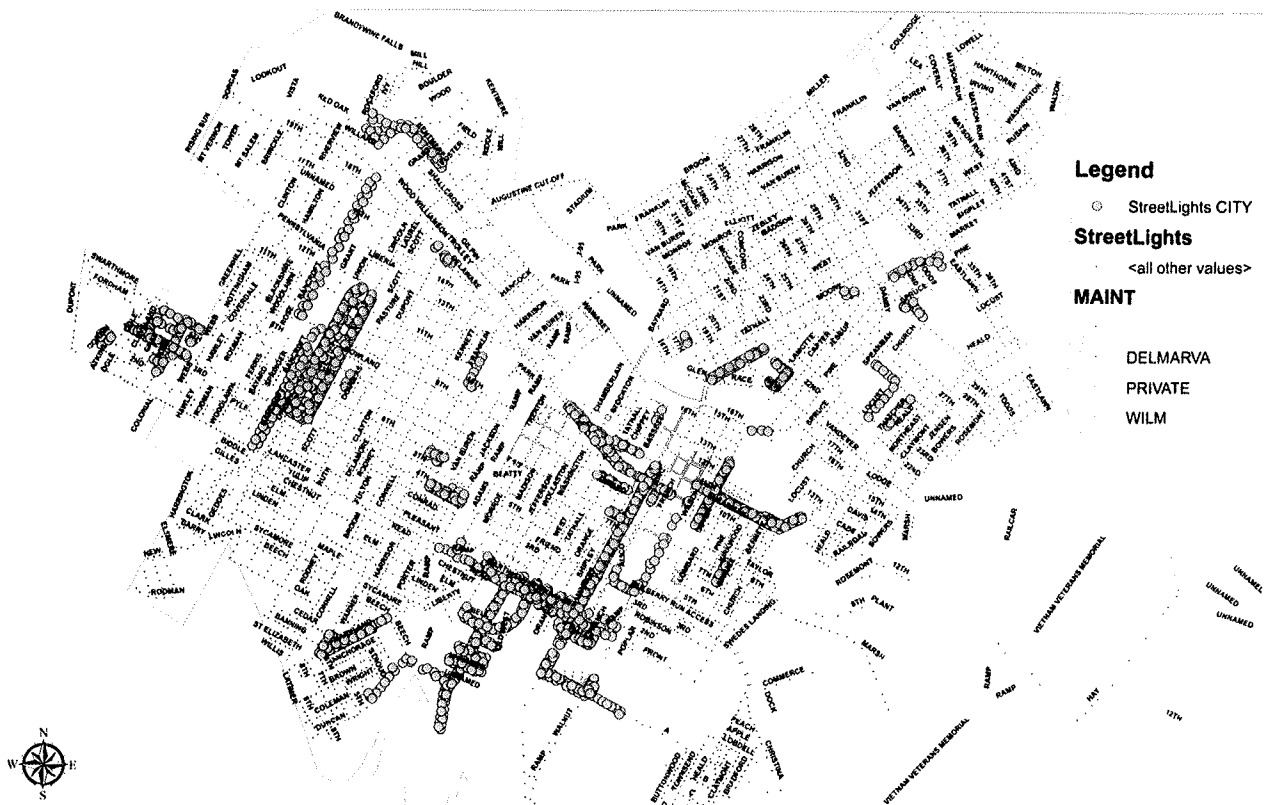


Figure 1 - Map view of city-owned lighting fixtures

CITY OF WILMINGTON LED STREET LIGHTING
SCHEDULE C
ENERGY, RATE AND STIPULATED OPERATIONAL SAVINGS

Schedule C – Energy, Rate, and Stipulated Operational Savings

Energy Savings

STES engineers calculated the electricity savings for this project to be 999,730 kWh per year (compared to the current electricity usage from the 1,732 existing fixtures as 1,445,426 kWh/year). The savings projected are 70% versus the existing energy usage!

Rate Savings

In this section, we will show how we calculated the project's anticipated cost savings. Because these lights are all unmetered street lights on a utility tariff with Delmarva Power, the energy savings and rate savings are decoupled and not necessarily correlated. To determine the applicable tariff rates being paid currently and after the project, the following information sources were confirmed:

1. Delmarva Power Published Utility Tariff (provided in Appendix)
2. Most Recent Utility Bill for City of Wilmington (provided in Appendix)

Using those information sources, our engineers matched up the inventory of street lights audited and included in this scope of work to the tariff structure and the utility bill.

Based on this analysis, the following summary spreadsheet was developed to show total expected savings based on the current published tariff.

City of Wilmington - LED Streetlight Retrofit - Savings Analysis (Current Tariff Structure)										
Lamp size	Service Category	Quantity	Existing				LED Retrofit			
			Monthly Use	Total Use	Tariff Rate	Monthly Cost	LED Monthly Use	LED Total Use	Tariff Rate	Monthly Cost
4200L 100W	E	16	46	736	\$7.21	\$115.36	19	304	\$2.62	\$41.92
5800L 70W	A	43	36	1548	\$9.07	\$390.01	15	645	\$2.62	\$112.66
5800L 70W	E	17	36	612	\$1.28	\$21.76	15	255	\$2.62	\$44.54
9500L 100W	E	4	49	196	\$8.08	\$32.32	19	76	\$2.62	\$10.48
9500L 100W	A	560	49	27440	\$9.57	\$5,359.20	19	10640	\$2.62	\$1,467.20
9500L 100W	E	9	49	441	\$6.44	\$57.96	19	171	\$2.62	\$23.58
9500L 100W	D	479	49	23471	\$2.55	\$1,221.45	19	9101	\$2.62	\$1,254.98
16000L 150W	A	54	69	3726	\$10.60	\$572.40	30	1620	\$2.62	\$141.48
16000L 150W	A	523	69	36087	\$2.55	\$1,333.65	30	15690	\$2.62	\$1,370.26
50000L 400W	E	5	164	820	\$6.00	\$30.00	76	380	\$2.62	\$13.10
34000L 400W	A	16	155	2480	\$18.33	\$293.28	76	1216	\$2.62	\$41.92
34000L 400W	A	2	155	310	\$5.70	\$11.40	76	152	\$2.62	\$5.24
TRAD HP SODIUM		15			\$4.10	\$61.50			\$4.10	\$61.50
TRN CNT L-STL A		340			\$21.33	\$7,252.20			\$21.33	\$7,252.20
CON HPSD SHOEBX		19			\$4.10	\$77.90			\$4.10	\$77.90
HP SOD FL LGT		4			\$4.10	\$16.40			\$4.10	\$16.40
25-40'WOOD POLE		13			\$7.60	\$98.80			\$7.60	\$98.80
1-24'FBRGL PL		12			\$7.35	\$88.20			\$7.35	\$88.20
25-40'FBRGL PL		16			\$13.09	\$209.44			\$13.09	\$209.44
25-40'ALPL NBRK		1			\$19.63	\$19.63			\$19.63	\$19.63
25-40'METAL PL		4			\$7.34	\$29.36			\$7.34	\$29.36
			97,867			\$17,292.22	40,250			\$12,380.79

Figure 2 - LED Street Light Tariff Savings Projected (Current Tariff)

Note that for each fixture, there is a cost paid monthly for the utility tariff (column F in the table above) and a separate, additional cost paid to a 3rd party supply company for the supply charges (not shown in

CITY OF WILMINGTON LED STREET LIGHTING
SCHEDULE C
ENERGY, RATE AND STIPULATED OPERATIONAL SAVINGS

the above table). Also note that since these fixtures are unmetered, the supply charges are not based on actual consumption or even rated energy usage of the fixture, rather they are based on the published utility tariff, which projects a monthly consumption value for all fixtures within a given class. These values are shown in the “Monthly Use” and “LED Monthly Use” columns in the table above, and also found in the published Delmarva Utility Tariff.

Based on this cost structure, which was verified in the utility bills provided by the Owner, the following summary table shows the total expected savings based on the current published tariff and supply contracts.

Existing Monthly kWh (per tariff)	97,867
Monthly Supply Charges	\$3,409.80
Energy Cost (\$/kWh)	\$0.0348
LED Monthly Kwh (per tariff)	40,250
Estimated Supply Charges	\$1,402.36
Monthly Tariff Savings (Lights & Poles)	\$4,911.43
Monthly Electric Supply Savings (est)	\$2,007.44
Total Monthly Utility Cost Savings	\$6,918.87
Total Annual Utility Cost Savings	\$83,026.48
\$/Fixture/Year O&M Savings	\$41.00
Total Annual O&M Cost Savings	\$71,012.00
Total Annual Savings	\$154,038.48

Figure 3 - Total Annual Savings Based on Current Utility Tariff Structure

Note that if, as widely expected, Delmarva updates their LED tariff rates to be more consistent with all their other unmetered street lighting rates, both the tariff savings and 3rd party supply savings will increase, as the “LED Monthly Use” value published is considerably higher than the lights are expected to use once installed, meaning the Owner will be overcharged and not reap the full benefits of the project until that time. To help aid the effort of appealing to Delmarva and the Public Service Commission, which oversees the utility rate cases in Delaware, these lights are being installed with integral metering and so hard data can be provided to prove the over-estimation of “LED Monthly Use”.

To further aid this effort, the Delaware Sustainable Energy Utility hired a utility rate consultant, Gabel Associates, to review the unmetered street light tariffs in Delaware specifically for LED street lights. In their report “LED Tariff Analysis_UPDATE Study_DSEU_FINAL_04-16-2018” (see Appendix), they recommended in their findings what the LED rates should be. STES plugged those recommended rates into the same chart above and the savings improved significantly:

**CITY OF WILMINGTON LED STREET LIGHTING
SCHEDULE C
ENERGY, RATE AND STIPULATED OPERATIONAL SAVINGS**

City of Wilmington - LED Streetlight Retrofit - Savings Analysis (Anticipated Tariff Structure)										
Lamp size	Service Category	Quantity	Existing				LED Retrofit			
			Monthly Use	Total Use	Tariff Rate	Monthly Cost	LED Monthly Use	LED Total Use	Tariff Rate	Monthly Cost
4200L 100W	E	16	46	736	\$7.21	\$115.36	19	304	\$0.65	\$10.40
5800L 70W	A	43	36	1548	\$9.07	\$390.01	15	645	\$0.65	\$27.95
5800L 70W	E	17	36	612	\$1.28	\$21.76	15	255	\$0.65	\$11.05
9500L 100W	E	4	49	196	\$8.08	\$32.32	19	76	\$0.65	\$2.60
9500L 100W	A	560	49	27440	\$9.57	\$5,359.20	19	10640	\$0.65	\$364.00
9500L 100W	E	9	49	441	\$6.44	\$57.96	19	171	\$0.65	\$5.85
9500L 100W	D	479	49	23471	\$2.55	\$1,221.45	19	9101	\$0.65	\$311.35
16000L 150W	A	54	69	3726	\$10.60	\$572.40	30	1620	\$0.65	\$35.10
16000L 150W	A	523	69	36087	\$2.55	\$1,333.65	30	15690	\$0.65	\$339.95
50000L 400W	E	5	164	820	\$6.00	\$30.00	76	380	\$0.65	\$3.25
34000L 400W	A	16	155	2480	\$18.33	\$293.28	76	1216	\$0.65	\$10.40
34000L 400W	A	2	155	310	\$5.70	\$11.40	76	152	\$0.65	\$1.30
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25-40'WOOD POLE		13			\$7.60	\$98.80			\$7.60	\$98.80
1-24'FBRGL PL		12			\$7.35	\$88.20			\$7.35	\$88.20
25-40'FBRGL PL		16			\$13.09	\$209.44			\$13.09	\$209.44
25-40'ALPL NBRK		1			\$19.63	\$19.63			\$19.63	\$19.63
25-40'METAL PL		4			\$7.34	\$29.36			\$7.34	\$29.36
				97,867		\$17,292.22		40,250		\$8,976.63

Figure 4 - LED Street Light Tariff Savings Projected (Anticipated Tariff)

Existing Monthly kWh (per tariff)	97,867
Monthly Supply Charges	\$3,409.80
Energy Cost (\$/kWh)	\$0.0348
LED Monthly Kwh (per tariff)	40,250
Estimated Supply Charges	\$1,402.36
Monthly Tariff Savings (Lights & Poles)	\$8,315.59
Monthly Electric Supply Savings (est)	\$2,007.44
Total Monthly Utility Cost Savings	\$10,323.03
Total Annual Utility Cost Savings	\$123,876.40
\$/Fixture/Year O&M Savings	\$41.00
Total Annual O&M Cost Savings	\$71,012.00
Total Annual Savings	\$194,888.40

Figure 5 - Total Annual Savings Based on Anticipated Utility Tariff Structure

Stipulated Operational Savings

LED conversions vastly reduce streetlight maintenance costs. LEDs last twenty years (or more), whereas their legacy counterparts require bulb replacements every two to five years.

Lifetime O&M savings is calculated based on the knowledge that if not for this project, the Owner would have continued their current practice of replacing lamps and ballasts and fixtures as they failed.

Annual Maintenance Savings was calculated by assuming a 4-year cycle of existing fixture spot relamping, cleaning, changing igniters, ballasts, photocells, etc. vs. LED 10-year cleaning cycle and occasional photocell and driver replacements). Our engineers arrived at a value of \$41 per-fixture-per-year for Annual Maintenance Savings.

**CITY OF WILMINGTON LED STREET LIGHTING
SCHEDULE C
ENERGY, RATE AND STIPULATED OPERATIONAL SAVINGS**

According to the United States Department of Energy, useful life (or rated life) is “often described by the number of operating hours until the LED luminaire is emitting **70 percent** of its initial light output.” It is through this definition that we find the L70 rating.

The tested L70 rating on the fixtures proposed in this project were 293,000 hours according to factory test data provided to us. Assuming an annual run time of 4,100 hours, which is commonly accepted for outdoor street lights, this equates to 71 years before the lights would run at 70% of their rated output!!! It would be unwise to accept a 71 year life cycle for any product, but its clear that assuming a 20 year useful life for these fixtures is a very realistic assumption, and is what we used in our O&M savings calculations. Such test results are not uncommon today, as LED fixture product development continues to produce fixtures with amazing efficiencies and life cycle test data.

TM-21 Inputs																																																																							
<p>Instructions</p> <p>Yellow fields are completed by the user. Fields not used should be left blank. Cyan fields are calculated based on user entries.</p> <p>First, enter a description of the LED light source tested. Then complete the fields labeled "LM-80 Testing Details". Test duration must be at least 6,000 hours. If only one case temperature data set is to be used (no interpolation), complete only "Tested case temperature 1". For only two case temperature data sets, complete 1 and 2.</p> <p>Next, further to the right, in the corresponding box(es) for each tested case temperature, enter the test data along with the time (in hours) at which each measurement was taken. Data entered must be normalized then averaged measured data (per TM-21 sections 5.2.1 and 5.2.2).</p> <p>Enter drive current, in-situ temperature data and the percentage of initial lumens to project to in the fields labeled "In-Situ Inputs".</p> <p>Results can be tailored to estimate lumen maintenance at a specific time by entering a value (t) in the yellow field.</p> <p>A complete TM-21 report will appear on the next tab labeled "Report".</p>	<p>Description of LED Light Source Tested (manufacturer, model, catalog number)</p> <p>CLG-120W</p>	LM-80 Test Inputs																																																																					
	LM-80 Testing Details		Test Data for 85°C Case Temperature		Test Data for 105°C Case Temperature																																																																		
	<p>Total number of units tested per case temperature: 10</p> <p>Number of failures: 0</p> <p>Number of units measured: 10</p> <p>Test duration (hours): 9000</p> <p>Tested drive current (mA): 3960</p> <p>Tested case temperature 1 (T_c, °C): 85</p> <p>Tested case temperature 2 (T_c, °C): 105</p> <p>Tested case temperature 3 (T_c, °C):</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Time (hours)</th> <th>Lumen Maintenance (%)</th> </tr> </thead> <tbody> <tr><td>0</td><td>100.00%</td></tr> <tr><td>1000</td><td>98.62%</td></tr> <tr><td>2000</td><td>98.72%</td></tr> <tr><td>3000</td><td>98.50%</td></tr> <tr><td>4000</td><td>98.01%</td></tr> <tr><td>5000</td><td>98.38%</td></tr> <tr><td>6000</td><td>98.41%</td></tr> <tr><td>7000</td><td>98.16%</td></tr> <tr><td>8000</td><td>97.80%</td></tr> <tr><td>9000</td><td>97.60%</td></tr> </tbody> </table>	Time (hours)	Lumen Maintenance (%)	0	100.00%	1000	98.62%	2000	98.72%	3000	98.50%	4000	98.01%	5000	98.38%	6000	98.41%	7000	98.16%	8000	97.80%	9000	97.60%	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Time (hours)</th> <th>Lumen Maintenance (%)</th> </tr> </thead> <tbody> <tr><td>0</td><td>100.00%</td></tr> <tr><td>1000</td><td>97.70%</td></tr> <tr><td>2000</td><td>97.50%</td></tr> <tr><td>3000</td><td>97.30%</td></tr> <tr><td>4000</td><td>96.90%</td></tr> <tr><td>5000</td><td>97.20%</td></tr> <tr><td>6000</td><td>97.30%</td></tr> <tr><td>7000</td><td>96.80%</td></tr> <tr><td>8000</td><td>96.40%</td></tr> <tr><td>9000</td><td>96.40%</td></tr> </tbody> </table>	Time (hours)	Lumen Maintenance (%)	0	100.00%	1000	97.70%	2000	97.50%	3000	97.30%	4000	96.90%	5000	97.20%	6000	97.30%	7000	96.80%	8000	96.40%	9000	96.40%	<p>Tested Case Temperature 3</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Time (hours)</th> <th>Lumen Maintenance (%)</th> </tr> </thead> <tbody> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </tbody> </table>		Time (hours)	Lumen Maintenance (%)																				
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1000	97.70%																																																																						
2000	97.50%																																																																						
3000	97.30%																																																																						
4000	96.90%																																																																						
5000	97.20%																																																																						
6000	97.30%																																																																						
7000	96.80%																																																																						
8000	96.40%																																																																						
9000	96.40%																																																																						
Time (hours)	Lumen Maintenance (%)																																																																						
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As of note, DEMEC in 2016 did a small LED retrofit project for five Delaware municipalities and in their M&V savings report, they used a similar \$40 per-fixture-per-year amount of projected O&M savings based primarily on the significant reduction in replacement/repair frequency required, which for outdoor street lights can be significant.

The \$41 per-fixture-per-year assumption also does not factor in any savings to the Owner of the wages or truck costs of the employees who drive around the city daily looking for outages. The lighting controls system being installed as part of this project will automatically report on outages and save considerable time and frustration. The economic value of this has not yet been calculated since the more tangible energy, tariff, and O&M savings already cover the annual debt service for the project.

CITY OF WILMINGTON LED STREET LIGHTING
SCHEDULE C
ENERGY, RATE AND STIPULATED OPERATIONAL SAVINGS

Evaluation of Additional Societal Benefits

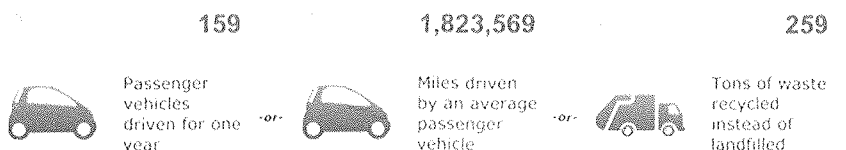
Additional benefits associated with the LED lighting project include greenhouse gas avoidance. A greenhouse gas (GHG) is any gas in the atmosphere that absorbs and emits radiation within the thermal infrared range. This process is the fundamental cause of the greenhouse effect. The primary greenhouse gases in Earth's atmosphere are water vapor, carbon dioxide, methane, nitrous oxide, and ozone.

Human activities since the beginning of the Industrial Revolution (taken as the year 1750) have produced a 40% increase in the atmospheric concentration of carbon dioxide, from 280 ppm in 1750 to 406 ppm in early 2017.

The calculated annual CO₂ emissions avoided as a result of this project are measured at 705.36 metric tons. This is calculated by converting the reductions of electrical reductions (kWh) into avoided units of CO₂ by using the EPA greenhouse gas equivalency calculator. Similarly, the sum of the greenhouse gas emissions saved can also be reviewed as a Carbon Dioxide Equivalent (CO₂e) of the following GHG emissions:

- 159 passenger vehicles driven for one year or 1,823,569 miles driven, or
- 112 homes' electricity use for one year, or
- 259 tons recycled instead of landfilled.

Greenhouse gas emissions from



CO₂ emissions from

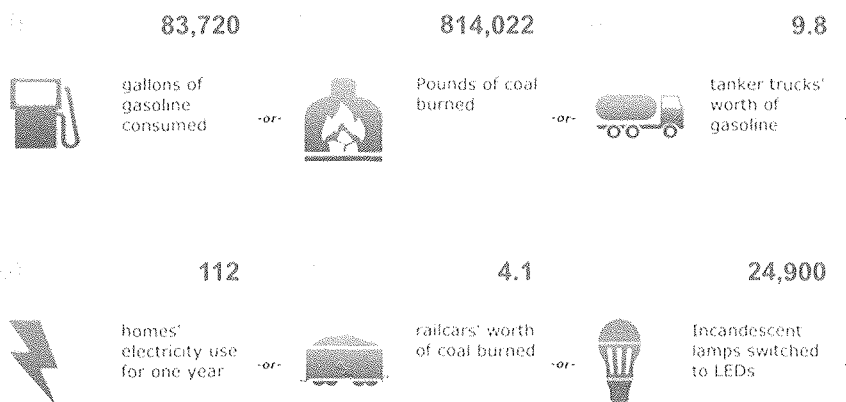


Figure 6 - US EPA Website Carbon Equivalency Calculator

CITY OF WILMINGTON LED STREET LIGHTING
SCHEDULE D
SAVINGS VALIDATION PLAN FEE

Schedule D – Savings Validation Plan Fee

In general, determining actual savings achieved can be difficult and costly. Verifying savings requires confirming that:

- The baseline conditions were accurately defined
- The proper equipment/systems were installed and properly commissioned
- The equipment/systems are performing to specification

Although confirming these items may appear simple, a structured approach is helpful. The Savings Validation Plan Scope of Services is set forth in Schedule F.

The following represents the annual payments to be made to ESCO for the Savings Validation Plan Services to be provided in accordance with the scope of services set forth in Schedule F.

Annual Savings Validation Plan Fee Payments		
Due	Tag	Amount
Years 1 through 20	Savings Validation Plan Services	\$ TBD / year
Total		<i>Pending</i>

Annual Monitoring and Reporting Payments are NOT included in the total project price laid out in Schedule N. They are paid for separately on an annual basis by Owner to ESCO.

CITY OF WILMINGTON LED STREET LIGHTING
SCHEDULE E
BASELINE ENERGY CONSUMPTION

Schedule E – Baseline Energy Consumption

STES engineers calculated the total energy consumption for the 1,732 existing fixtures as 1,445,426 kWh/year.

Based on the Street Lighting Tariff (see Appendix for more details) that the City of Wilmington pays for these lights, the following summarizes the monthly cost as \$17,292.22 for these 1,732 fixtures. This equates to an existing utilities expense of \$207,506.64 per year. ***This excludes the considerable operations and maintenance costs to the City's Department of Public Works for maintaining and servicing the equipment.***

Existing						
Lamp size	Service Category	Quantity	Monthly Use	Total Use	Tariff Rate	Monthly Cost
4200L 100W	E	16	46	736	\$7.21	\$115.36
5800L 70W	A	43	36	1548	\$9.07	\$390.01
5800L 70W	E	17	36	612	\$1.28	\$21.76
9500L 100W	E	4	49	196	\$8.08	\$32.32
9500L 100W	A	560	49	27440	\$9.57	\$5,359.20
9500L 100W	E	9	49	441	\$6.44	\$57.96
9500L 100W	D	479	49	23471	\$2.55	\$1,221.45
16000L 150W	A	54	69	3726	\$10.60	\$572.40
16000L 150W	A	523	69	36087	\$2.55	\$1,333.65
50000L 400W	E	5	164	820	\$6.00	\$30.00
34000L 400W	A	16	155	2480	\$18.33	\$293.28
34000L 400W	A	2	155	310	\$5.70	\$11.40
TRAD HP SODIUM		15			\$4.10	\$61.50
TRN CNT L-STL A		340			\$21.33	\$7,252.20
CON HPSD SHOEBOX		19			\$4.10	\$77.90
HP SOD FL LGT		4			\$4.10	\$16.40
25-40' WOOD POLE		13			\$7.60	\$98.80
1-24' FBRGL PL		12			\$7.35	\$88.20
25-40' FBRGL PL		16			\$13.09	\$209.44
25-40' ALPL NBRK		1			\$19.63	\$19.63
25-40' METAL PL		4			\$7.34	\$29.36
				97,867		\$17,292.22

CITY OF WILMINGTON LED STREET LIGHTING
SCHEDULE F
SAVINGS VALIDATION PLAN

Schedule F – Savings Validation Plan

M&V Basic Information

- Guarantee term: 20 years
- Buildings/sites: Wilmington, DE

Scheduling and Reporting for Measurement and Verification Activities

Measurement and Verification (M&V) will be performed by ESCO to ensure long-term recognition of expected utility usage savings. Below is a detailed description of what is included as a part of the M&V agreement.

Utility Bill Collection

Each month Owner will collect the utility bills for the Property and will forward such bills to ESCO for utility usage reconciliation and reporting. Other simpler, more efficient or automated options for getting the utility bills to ESCO can be discussed and agreed upon by both parties.

Annual Savings Statement

Within 90 days of the end of each “M&V reporting year”, ESCO will provide an Annual Savings Statement for the Guaranteed Savings under the Option A methodology described below.

The utility information in the Annual Savings Statement will be adjusted for Material Changes as defined in this Agreement. Material Changes are non-routine adjustments and include items such as new equipment installation, changes in usage or occupancy of the equipment, schedule changes, and other changes. ESCO may, at its option, be compensated for costs to reconcile the impact of Material Changes included in the Annual Savings Statement.

Option A—Retrofit Isolation with Key Parameter Measurement

This option is based on a combination of measured and estimated factors when variations in factors are not expected. Measurements are spot or short-term and are taken at the component or system level, both in the baseline and post-installation cases. Measurements should include the key performance parameter(s) which define the energy use of the ECM. Estimated factors are supported by historical or manufacturer’s data. Savings are determined by means of engineering calculations of baseline and post-installation energy use based on measured and estimated values. Adjustments to models are not typically required.

CITY OF WILMINGTON LED STREET LIGHTING
SCHEDULE G
PROJECT SCHEDULE

Schedule G – Project Schedule

The project schedule begins upon execution by the ESCO and the Owner of the Agreement or a Notice to Proceed and is expected to take approximately 12 months.

Factors that will be considered for the final schedule include:

- Availability of the work areas, etc.
- Equipment production and delivery timelines

ESCO will deliver a detailed Microsoft Project work plan & schedule upon project kickoff, immediately following contract execution.

The project schedule will include regular biweekly project meetings with the Owner to provide project status updates and weekly construction team meetings to coordinate installation activities with all subcontractors and project personnel.

CITY OF WILMINGTON LED STREET LIGHTING
SCHEDULE H
SYSTEMS STARTUP & COMMISSIONING

Schedule H – Systems Startup & Commissioning

At the conclusion of the construction phase for this project, ESCO will perform commissioning activities.

All documentation from this effort will be collected and organized into a report to be provided to the Owner. In addition, this information will be used as the foundation for the initial energy performance validation process.

ESCO will provide a full commissioning plan ahead of the commissioning phase of the project for review of the customer. Commissioning plan will specify parties to be involved, responsibilities of each party, specific task to be completed, etc.

Manufacturers' installation and operations manuals will be used as the guiding reference documents, along with detailed startup checklists for the engineered equipment.

To ensure a smooth flow of operations and maintenance with newly installed equipment, documents supporting specific ECMs will be provided to Owner when the ECM is turned over. Among other relevant documents, this will include Operations and Maintenance manuals for new equipment. Additionally, an organized summary package of all turnover documents will be submitted to Owner when the overall project is complete.

Each ECM shall comprise a Construction Unit and the Construction Work will be completed for each ECM.

ECM	Commissioning Plan
Lighting Retrofit	<ul style="list-style-type: none">• Testing includes taking sample measurements of light levels, voltage and amperage immediately before demolition and again after burn-in of the newly installed lighting. This testing will be performed on 10% of all fixtures having greater than 50 fixtures of that type installed.• Final Inspection by Subcontractor, ESCO and Owner• Documented Owner Acceptance

CITY OF WILMINGTON LED STREET LIGHTING
SCHEDULE I
STANDARDS OF COMFORT

Schedule I – Standards of Comfort

The energy savings calculations in this project assumed a typical run time of 4,100 hours per year. With the use of lighting controls included in this project, the total run time should ultimately be lower due to the dimming control. It is assumed that at no time after the project will Owner decide to intentionally operate all the lights 24/7 or during daylight hours where the total run time would significantly exceed 4,100 hours per year.

CITY OF WILMINGTON LED STREET LIGHTING
SCHEDULE K
OWNER'S MAINTENANCE RESPONSIBILITIES

Schedule K – Owner's Maintenance Responsibilities

Owner acknowledges that it has an integral role in achieving savings and agrees to perform the following responsibilities:

- a. Properly maintain, repair, and replace all energy consuming equipment with equipment of equal or better energy and operational efficiencies and promptly notify ESCO of the repair and /or replacement, but no later than within thirty (30) calendar days from the commencement thereof;
- b. Make available to ESCO upon its request copies of maintenance records and procedures regarding maintenance of the Premises;
- c. Promptly provide ESCO with notice of system or equipment alterations at the Premises that impact energy consumption, including but not limited to: energy management systems, occupancy sensors, photocell/timer control of exterior lighting systems;
- d. Provide to ESCO true, accurate and complete copies of all energy related bills within fifteen (15) days after Owner's receipt of such bills. And;
- f. Furnish to ESCO true, accurate and complete copies of any utility rate schedules or tariffs promptly upon ESCO's request for the same and, in any event, within thirty (30) calendar days after Owner's receipt of notice of a utility rate change;
- g. During the Term of the Agreement, permit only ESCO and/or Owner approved personnel to repair, adjust or program equipment, systems, and/or controls covered by this Agreement or affecting equipment, systems, and/or controls covered by this Agreement, except in the event of an emergency, in which event Owner shall immediately notify ESCO of the existence of the emergency no later than within forty-eight (48) hours of the commencement of the emergency condition.

CITY OF WILMINGTON LED STREET LIGHTING
SCHEDULE L
OPERATION AND MAINTENANCE MANUALS

Schedule L – Operation and Maintenance Manuals

Certain maintenance and inspection activities will be required of Owner to ensure the building maintains its energy performance. Installation, operations and maintenance manuals will be delivered at the end of the project for the new equipment installed under this conservation project, including, but not limited to:

ECM #1: Lighting Retrofit

CITY OF WILMINGTON LED STREET LIGHTING
SCHEDULE M
ESCO'S TRAINING RESPONSIBILITIES

Schedule M – ESCO's Training Responsibilities

A full training program is incorporated into this project. The training program includes the following:

1. Training for Department of Public Works staff on proper maintenance and operation of all new LED fixtures
2. Training on the software for lighting controls provided under the project

CITY OF WILMINGTON LED STREET LIGHTING
SCHEDULE N
MILESTONE SCHEDULE

Schedule N – Milestone Schedule

The following table summarizes the cost breakdown for the project.

TOTAL CONTRACT PRICE (<i>excluding sales tax</i>)	\$ 2,294,883.00
Anticipated DNREC EEIF Grant	\$ 173,200.00
TOTAL NET PROJECT COST (after DNREC EEIF Grant, <i>excluding sales tax</i>)	\$ 2,121,683.00