

**VIRTUAL REGULAR MEETING OF WILMINGTON CITY COUNCIL
FEBRUARY 18, 2021 @ 6:30 P.M. – REVISED***

AGENDA

I. Call to Order

Prayer

Pledge of Allegiance

Roll Call

II. Approval of Minutes

III. Committee Reports

IV. Acceptance of Treasurer’s Report

V. Non-Legislative Business

All Council	Recognize Black History Month
Harlee	Recognize First Black American Females Elected in Delaware Government
Johnson	Recognize Do More 24 Delaware
Oliver	Recognize Delta Sigma Theta Sorority, Inc.
Oliver	Recognize National Coalition of 100 Black Women
Oliver	Sympathy Walter F. Miller
Oliver	Sympathy Tanasia Rollins-Townsend
Oliver	Sympathy Benjamin V. Bartley
Walsh	Sympathy Joan Hare

VI. Public Comment

VII. Legislative Business

GRAY

#0019 A Resolution to Amend City Council Rule 2 to Add an Additional Period of Public Comment for Each Legislative Item

Synopsis: *This Resolution is being presented by City Council for Council’s review and approval. This Resolution amends City Council Rule 2 to add a public comment period before debate by members of City Council on items with legislative effect, during which members of the public will be allowed to comment in increments of three (3) minutes on each legislative item that will be voted on by City Council. This Resolution also amends City Council Rule 2 to eliminate the current restriction on the public comment that allows only City of Wilmington residents or taxpayers to provide public comment.*

DARBY

#0020 A Resolution to Amend City Council Rule 10 to Change the Intergovernmental Standing Committee to the Intergovernmental Affairs and Judiciary Standing Committee

Synopsis: *This Resolution is being presented by City Council for Council’s review and approval. This Resolution converts the Intergovernmental standing committee to the Intergovernmental Affairs and Judiciary standing committee.*

#0021 An Ordinance to Amend Chapter 5 of the City Code to Provide for Civil Fines for Owners of Rental Properties who Fail to Secure a Business License to Operate a Residential Rental Property **(1st & 2nd Reading)**

Synopsis: *This Ordinance is being presented by the City Council for Council’s review and approval. This Ordinance approves the institution of civil penalties on property owners who fail to properly register, or re-register, a rental unit within the City of Wilmington.*

#0022 An Ordinance to Amend Chapter 5 of the City Code to Require Detailed Owner Information on Applications for a Business License to Operate a Residential Rental Property **(1st & 2nd Reading)**

Synopsis: *This Ordinance is being presented by the City Council for Council’s review and approval. This Ordinance requires that more detailed information be provided to the City of Wilmington regarding the owners and/or operators of rental properties.*

OLIVER

#0023 An Ordinance to Authorize and Approve Two One-Year Extensions of Contract 21004WD Between the City of Wilmington and Diamond Mechanical, Inc. for HVAC and Related Systems Inspection and Maintenance **(1st & 2nd Reading)**

Synopsis: *This Ordinance is being presented by the Administration for Council’s review and approval. This Ordinance authorizes the City to exercise two (2) one-year options to extend Contract 21004WD “HVAC & Related Systems Inspection & Maintenance” between the City of Wilmington and Diamond Mechanical, Inc.*

#0024 An Ordinance to Authorize and Approve Two One-Year Extensions of Contract 21005WD Between the City of Wilmington and I.D. Griffith, Inc. for Boiler Inspection and Maintenance Services **(1st & 2nd Reading)**

Synopsis: *This Ordinance is being presented by the Administration for Council’s review and approval. This Ordinance authorizes the City to exercise two (2) one-year options to extend Contract 21005WD “Boiler Inspection & Maintenance Services” between the City of Wilmington and I.D. Griffith, Inc.*

#0025 An Ordinance to Authorize and Approve a One-Year Extension of Contract 21007WDPS Between the City of Wilmington and Merit Construction Engineers, Inc. for Building Raceway and Facilities Management **(1st & 2nd Reading)**

Synopsis: *This Ordinance is being presented by the Administration for Council's review and approval. This Ordinance authorizes the City to extend Contract 21007WDPS "Building Raceway & Facilities Management" between the City of Wilmington and Merit Construction Engineers, Inc. for one (1) year.*

#0026 An Ordinance to Enact Certain Traffic/Parking Regulations **(1st & 2nd Reading)**

Synopsis: *This Ordinance is being presented by the Administration for Council's review and approval. This Ordinance approves various traffic and parking regulations in the City.*

HARLEE

#0027 An Ordinance to Name the South Wilmington Wetlands Park Project the "Southbridge Wilmington Wetlands Park" **(1st & 2nd Reading)**

Synopsis: *This Ordinance is being presented by the Administration for Council's review and approval. This Ordinance officially names the South Wilmington Wetlands park project as the "Southbridge Wilmington Wetlands Park."*

CONGO (B. Fields presenting on behalf of Congo)

#0028 A Resolution to Amend City Council Rule 2 to Clarify the Process for Legislative Items to be Placed on the Agenda and to Authorize the Chief of Staff of City Council to Determine the Agenda for City Council Meetings

Synopsis: *This Resolution is being presented by City Council for Council's review and approval. This Resolution grants authority, previously held by the City Clerk, to the Chief of Staff of City Council to determine the agenda for City Council meetings. It is the intent of Council and the effect of this Resolution that the Chief of Staff shall include on the agenda every piece of legislation requested by the legislation's sponsor and provided at least fourteen business days prior to the Council meeting. The Chief of Staff is permitted to include on the agenda emergency legislation or other legislation upon less notice.*

#0029 A Resolution Assigning a Council Member to the Education, Youth & Family Services Committee and a Council Member to the Health, Aging & Disabilities Committee

Synopsis: *This Resolution is being presented by City Council for Council's review and approval. This Resolution adds Council Member Oliver to both the Education, Youth & Family Services Committee and the Health, Aging & Disabilities Committee for the 108th Council Session.*

MCCOY

#0012 Ord. 21-002 Authorize and Approve Contract 21023PR Between the City of Wilmington and Food Management Services, Inc. t/a Lintons Food Service Management for the Child and Adult Care Food Program **(3rd & Final Reading)**

Synopsis: *This Ordinance is being presented by the Administration for Council's review and approval. This Ordinance authorizes the execution of Contract 21023PR - Child and Adult Care Food Program - between the City of Wilmington and Food Management Services, Inc. t/a Lintons Food Service Management for the period of March 1, 2021 through December 31, 2021, at an estimated price of \$756,360.00 based upon the estimated number of meals requested and the price of \$2.40 per individual supper/dinner and \$0.90 per individual snack, with the possibility of two additional extensions of one (1) year thereafter with a potential two percent (2%) price increase with each extension.*

JOHNSON

#0030 A Resolution Approving Two Members Appointed by Mayor Michael S. Purzycki to the Wilmington Ethics Commission

Synopsis: *This Resolution is being presented by the Administration for Council's review and approval. By this Resolution, City Council expresses its concurrence with Mayor Michael S. Purzycki's appointment of Theophilus R. Nix, Jr. and William S. Montgomery to the Wilmington Ethics Commission, effective as of the date of passage of this Resolution.*

#0013 Ord. 21-003 Authorizing the Issuance of the City's General Obligation Bond, Series of 2021-SRF, in Order to Provide the Funds Necessary for Capital Projects of the City of Wilmington, Relating to the City's 15th and Walnut Street Combined Sewer Overflow Separation Project; Providing for the Sale of the 2021 Bond to the Delaware Water Pollution Control Revolving Fund; and Authorizing Other Necessary Action **(3rd & Final Reading)**

Synopsis: *This Ordinance is being presented by the Administration for Council's review and approval. This Ordinance authorizes the issuance of a General Obligation Bond, Series of 2021-SRF, in an amount not to exceed \$1,369,500, which will be sold to the Delaware Water Pollution Control Revolving Fund in order to (i) finance capital projects of the City, specifically, the separation of stormwater runoff from combined sewer overflow (CSO) with respect to two recently built housing projects and one block of Walnut Street, routing runoff through green infrastructure best management practices to capture the initial one to two inches of precipitation through a combination of rain gardens, subsurface trenches, and bioswales, as set forth in the City's capital budget for its Fiscal Year ending*

June 30, 2016, (ii) pay administrative costs relating to such capital projects, and (iii) pay the costs of issuing the 2021 Bond.

- #0014 Ord. 21-004 Authorize and Approve an Agreement Between the City of Wilmington and The Lerro Corporation for On-Site Engineering Services for the WITN TV Station **(3rd & Final Reading)**

Synopsis: *This Ordinance is being presented by City Council for Council's review and approval. This Ordinance authorizes the City to enter into an agreement with The Lerro Corporation for on-site engineering services for the WITN TV station for the period of March 1, 2021 through December 31, 2024 at an estimated price of one thousand two hundred fifty dollars (\$1,250.00) per month.*

- #0015 Ord. 21-005 Constituting Amendment No. 2 to the Fiscal Year 2021 Operating Budget (Being An Ordinance to Amend Substitute No. 1 to Ordinance No. 20-016) **(3rd & Final Reading)**

Synopsis: *This Ordinance is being presented by the Administration for Council's review and approval. This Ordinance is the second amendment to the Fiscal Year 2021 Operating Budget Ordinance. It increases the Public Works Department Water/Sewer Fund Materials, Supplies, and Equipment Fiscal Year 2021 account group budget appropriation by \$2,500,000 to pay for increased Class B biosolids disposal costs resulting from damage to the sludge dryer at the City's Renewable Energy Biosolids Facility.*

N. FIELD

- #0031 A Resolution to Amend City Council Rules 2 and 3 Regarding Public Comment

Synopsis: *This Resolution is being presented by City Council for Council's review and approval. This Resolution amends City Council Rule 2 to eliminate: (1) the current public comment period that occurs during the official order of business at City Council meetings and (2) the current restriction on the public comment period that allows only City of Wilmington residents or taxpayers to provide public comment. In the place of the current public comment period, this Resolution amends City Council Rule 3 to establish a thirty (30) minute public comment period prior to the convening of regular City Council meetings. In addition, this Resolution amends City Council Rule 3 to: (1) set forth the time by which members of the public must sign up to participate in the public comment period; (2) provide the opportunity for members of the public to submit written comments pertaining to legislative business items on Council meeting agendas prior to the respective Council meetings; (3) limit each member of the public to comments that do not exceed three (3) minutes in duration and are germane to legislation on the Council meeting agenda or official City business; (4) prohibit*

members of the public from engaging in obscene, profane, and/or threatening speech; (5) prohibit members of the public from addressing their remarks directly to Council members and/or the President or his designee; and (6) authorize the Deputy City Clerk to enforce the rules governing public comment.

#0032 A Resolution Authorizing the City to Accept a Conditional Gift of Playground Equipment for Installation in Cool Spring Park from Cornerstone West CDC and the Red Clay Consolidated School District and a Conditional Gift of Money for Improvements in Cool Spring Park from Cornerstone West CDC

Synopsis: *This Resolution is being presented by the Administration for Council's review and approval. This Resolution authorizes the City to accept the following gifts to assist the Department of Parks and Recreation's efforts to improve Cool Spring Park: (1) \$130,299.85 of new playground equipment from Cornerstone West CDC; (2) \$50,000.00 of new playground equipment from the Red Clay Consolidated School District; and (3) up to \$150,000.00 in funding from Cornerstone West CDC.*

CABRERA

Rev. 1*

#0018 Sub. 1 Ord. 21-006 Amend Chapter 34 of the City Code to Revise Certain Enforcement Provisions and Provide Civil Fines for Owners of Rental Properties (**3rd & Final Reading**)

Synopsis: *This Substitute No. 1 to Ordinance No. 21-066 makes the following amendments to Chapter 34 of the City Code:*

- changes the enforcement of Chapter 34 with respect to rental properties from criminal enforcement to civil enforcement with civil fines for non-compliance;
 - owner-occupied properties will continue to be subject to criminal enforcement proceedings;
- provides a \$500 per unit civil fine for failing to obtain a rental license, register rental units or obtain occupancy limitations;
- removes imprisonment as a potential penalty in criminal enforcement proceedings;
- provides that fines may be imposed for each week's failure to correct violations rather than a daily fine;
- changes the general time period for compliance from 45 days to 30 days;
- revises the effective date for notices;
- requires notices to be mailed to the owner, operator or occupant's property address and the tax address for the property, and to the property manager designated on the rental dwelling business license;
- requires notices to contain information on how to contact the inspector for additional information or to schedule a meeting;
- extends the time period in which to appeal a violation notice from 10 days to 20 calendar days;

- provides that the appeal fee shall be refunded if the appeal is successful; and
- deletes duplicate or inconsistent penalty provisions throughout the chapter.

WALSH

#0033 An Ordinance to Authorize and Approve Three One-Year Extensions of Contract 210001PDPS Between the City of Wilmington and Asset Management Alliance for Professional Service Building Management at the Public Safety Building
(1st & 2nd Reading)

Synopsis: *This Ordinance is being presented by the Administration for Council's review and approval. This Ordinance authorizes the City to exercise three (3) one-year options to extend Contract 210001PDPS "Professional Service Building Management at the Public Safety Building" between the City of Wilmington and Asset Management Alliance.*

VIII. Petitions and Communications**IX. Adjournment**

***Revision Note:** *The agenda was revised to add Sub.1 to Ord. 21-006 (Agenda No. 0018) after it was discussed in Committee on February 11 in occurrence with City Council Rule No. 2.*

PUBLIC COMMENT

The Meeting will be open to the public starting at 6pm, so members of the public can sign up to speak. To sign up for Public Comment, members of the public must go to the following website <https://tinyurl.com/wccpubliccomment021821> to fill out the information requested. Public Comment will take place after non-legislative business. The President will recognize speakers in the order listed on the website. When a member of the public is called on, their mic will be unmuted for comment. Please keep comments to 3 minutes.

Note: In following Governor Carney's Proclamation #17-3292, due to the outbreak of the COVID-19, public meetings are currently being conducted virtually to maintain social distancing and to keep all constituents safe. Members of the public are invited to join the City Council meeting by accessing the meeting as follows:

<https://zoom.us/j/93762329895> or visit the WITN22 website www.witn22.org or WITN YouTube channel at <https://www.youtube.com/user/WITN22Wilmington/> or listen in only by calling one of the following phone numbers (929) 205-6099 or (301) 715-8592. You will be asked for the **Webinar ID**. Please enter **937 6232 9895** and then #.

Posted on City Council website www.wilmingtoncitycouncil.com (Revised - 2/12/21)

Wilmington, Delaware
February 18, 2021

#0019

WHEREAS, the 108th Session of Wilmington City Council believes openness,

Sponsor:

transparency, and accountability are important policies; and

**Council
Member
Gray**

WHEREAS, City Council believes the public should have the opportunity to comment on all legislation with legislative effect during the legislative business portion of City Council meetings; and

WHEREAS, during the 107th Session of Wilmington City Council, the President of City Council sometimes called for votes prior to members of City Council having an opportunity to debate in accordance with the Council Rules, so Council amended the Rules to provide for an extra round of debate for Council members after a public comment period; and

WHEREAS, the 108th Session of Wilmington City Council deems it necessary to take similar action to ensure that all Council members are consistently and completely afforded the time allotted by the Council Rules to participate in meaningful debate; and

WHEREAS, in light of the foregoing, City Council deems it necessary and appropriate to amend City Council Rule 2 to provide public comment periods during which members of the public will have an opportunity to address each legislative item on the agenda that has a legislative affect. These additional periods of public comment shall take place after members of City Council conclude their initial round of debate regarding legislation with legislative effect, during which the public will be allowed to comment in increments of five (5) minutes. Each public comment period occurring during the Legislative Business portion of the agenda shall be followed by a second round of debate by members of City Council during which each Council member will be entitled to speak twice on the matter subject to debate for a period of three (3) minutes prior to voting on the legislative item; and

WHEREAS, in addition, Council deems it necessary and appropriate to amend City Council Rule 2 to eliminate the current restriction on public comment that allows only City of Wilmington residents or taxpayers to provide public comment.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILMINGTON that Rule 2 of the City Council Rules is hereby amended by deleting the stricken language and adding the underlined language to read as follows:

RULE 2 – ORDER OF BUSINESS

The order of business at official meetings of the City Council shall be as follows:

A) Convening of the City Council.

B) Prayer.

C) Pledge of Allegiance to the Flag.

D) Roll Call: At the scheduled time for the meeting and before the Council proceeds to the consideration of any business, the Clerk shall call the name of each Council Member in the order of the district each represents beginning with the First Council District and ending with the at-large Councilmembers in alphabetical order.

E) Reading of the Minutes of the Previous Meeting: The minutes of the previous meeting shall be read and include a statement as to members that were present, absent with leave and absent without leave by the Clerk and adopted and approved or corrected on motion by the President Pro Tempore or in the President Pro Tempore's absence, the Chairman of the Finance Committee. In the absence of such motion, the minutes shall be deemed approved.

F) Committee Reports: Reports from standing committees shall be signed by a majority of committee members, read by the Clerk, and filed, on motion and voice vote. The reading of the minutes shall include a statement as to committee members that were present, absent with leave and absent without leave. Non committee members present need not be mentioned.

G) City's Treasurer's Report.

H) Non-legislative business: Unless a separate vote is requested by the sponsor of any resolution, all items of non-legislative effect shall be adopted by a single motion to receive and adopt by voice vote the agenda measures listed under Non-Legislative Business. While the motion is pending, a Council Member may speak to any measure

under the agenda heading “Non-Legislative Business” for which separate consideration has not been requested by the sponsor. Unless otherwise authorized by the President, there shall be a limit of five (5) non-legislative resolutions that may be presented at each Council Meeting, which shall be done on a first come, first served basis by request to the Clerk of Council.

I) Public Comment: ~~Public comment shall be available only to City of Wilmington residents or taxpayers.~~ The President may place additional reasonable limitations on public comment to permit Council to conduct its meetings and to maintain order, including limiting repetitious comments. Each member of the public is limited to a total of three (3) minutes of public comment during this portion of a Council ~~per~~ meeting.

J) Legislative Business: This portion of the meeting shall begin no later than 7:30 p.m., unless leave is granted by a two-thirds vote of the members present to grant additional time for public comment. The Legislative Business portion of the meeting shall be for the consideration of resolutions with legislative effect and ordinances only. Each Council member is entitled to speak twice prior to the public comment period to any matter subject to debate for periods not to exceed ten (10) minutes total, including any time yielded to other members. No member shall exceed these limits except by leave granted by a two-thirds vote of the members present, without debate. No member shall speak twice to a matter until every other member choosing to speak has been recognized. The member on whose motion the matter was brought before Council is first entitled to the floor, and also to close the debate, but not until every other member has had an opportunity to speak for a second time.

After the close of the initial round of debate on each item of legislative business, but before a vote is started, there shall be an opportunity for public comment in increments of five (5) minutes. Each member of the public is limited to (5) minutes of public comment during this portion of a Council meeting.

After the close of each public comment public comment period on items of legislative business, each Council member is entitled to speak twice to any matter subject to debate for periods not to exceed three (3) minutes each time, including any time yielded to other members. No member shall exceed these limits except by leave granted by a two-thirds vote of members present, without debate. No member shall speak twice to a matter until every other member choosing to speak has been recognized. The member on whose motion the matter was brought before Council is first entitled to the floor and also to close the debate, but not until every other member has had an opportunity to speak for a second time.

K) Presentation of Petitions and Communications: Any petition or communication, written or oral, from Council Members, the Mayor, city departments, or from the public, or any communication or comment relating to city business, other than a matter on the agenda for action, is presented at this time. Each member shall be limited to five (5) minutes for presentation of petitions and communications, to include

any time yielded to other members. Any debatable motion made shall not be subject to this limit, but instead to the debate limits in Paragraph J), Legislative Business.

L) Public Hearings (if needed).

M) Adjournment.

The above order of business may be changed at any time by the Council President, or on motion duly seconded and passed by a majority of City Council.

Pursuant to FOIA, an agenda as determined by the Clerk of Council shall be prepared for each meeting in a sufficient number of copies for distribution to members of the public. The Clerk of Council shall include on the agenda every piece of legislation requested by the legislation's sponsor provided at least fourteen (14) days' notice is given by the sponsor and may include emergency and other legislation upon less notice. Once an ordinance is voted out of Committee, it must be placed on the next Council agenda as permitted by FOIA unless the sponsor requests it to be held to a later meeting in which case the sponsor must provide fourteen (14) days' notice for it to be added to a subsequent agenda. Council Members and the administration shall be provided an agenda in electronic format. The agenda shall list all legislative and non-legislative matters proposed by their sponsors for consideration at the meeting, and once copies of the agenda have been reproduced, a sponsoring member of Council may not remove a matter from the agenda, although the sponsor may hold it for consideration at a subsequent meeting, subject to the provisions of Rules 8 and 9.

Passed by City Council,

ATTEST: _____
City Clerk

SYNOPSIS: This Resolution amends City Council Rule 2 to add the following to the Legislative Business Section of City Council meetings: (1) a public comment period after the close of the initial round of debate by members of City Council during which members of the public will be allowed to comment in increments of five (5) minutes on each legislative item that will be voted on by City Council and (2) a second round of debate by Council members during which each Council member will be entitled to speak twice on the matter subject to debate for a period of three (3) minutes each time. This Resolution also amends City Council Rule 2 to eliminate the current restriction on the public comment that allows only City of Wilmington residents or taxpayers to provide public comment.

Wilmington, Delaware
February 18, 2021

#0020

Sponsor:

**Council
Member
Darby**

WHEREAS, many municipal legislative bodies across the Country operate under a committee system that includes a standing Judiciary committee. While the functions of these committees may differ in detail, judiciary committees of municipal legislative bodies are generally responsible for providing government oversight - making inquiries concerning the administration of existing laws for the purpose of considering and recommending legislative action - to improve the efficiency and integrity of, and increase accountability and transparency in, all branches of local government; and

WHEREAS, historically, the functions of the Judiciary committee of the Wilmington City Council included considering and making recommendations on intergovernmental issues, confirmation of judicial and executive positions, revising and improving the City Charter and City Code, and considering legal issues or matters which impact the City of Wilmington; and

WHEREAS, this Council has determined that it is in the best interest of this legislative body, the City of Wilmington, and the State of Delaware to revive the Judiciary committee as a standing committee of Council. This shall be accomplished by expanding the name and function of the Intergovernmental committee to the Intergovernmental Affairs and Judiciary committee.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILMINGTON that Rule 10 of the City Council Rules is hereby amended by adding the underlined language to read as follows.

RULE 10 - COMMITTEES OF COUNCIL

The Council by Resolution shall appoint the Chair, Vice Chair as needed, and members of all Council Committees, whether standing, ad-hoc, special or otherwise. The President shall be an ex-officio member, with vote, on each committee.

The following shall be the standing committees of Council:

Finance & Economic Development
Public Safety
Education, Youth & Family Services
Intergovernmental Affairs & Judiciary

Public Works & Transportation
Health, Aging & Disabilities
Community Development & Urban Planning
Personnel

Passed by City Council,

ATTEST: _____
City Clerk

SYNOPSIS: This Resolution converts the Intergovernmental standing committee to the Intergovernmental Affairs and Judiciary standing committee.

W0113279

**AN ORDINANCE TO AMEND CHAPTER 5 OF THE CITY CODE TO
PROVIDE FOR CIVIL FINES FOR OWNERS OF RENTAL PROPERTIES
WHO FAIL TO SECURE A BUSINESS LICENSE TO OPERATE A
RESIDENTIAL RENTAL PROPERTY**

#0021

Sponsor:

**Council
Member
Darby**

WHEREAS, a purpose of this legislation is to promote safe and healthy housing for City of Wilmington residents who rent, through effective enforcement of the City Code; and

WHEREAS, City Council believes that ensuring that all rental units in the City of Wilmington are licensed, is essential to providing oversight of rental housing and enforcement of applicable housing codes; and

WHEREAS, City Council believes criminal penalties have not been sufficiently effective in deterring violations of the City Code provisions relating to licensing requirements for rental properties; and

WHEREAS, City Council believes subjecting owners of rental properties that fail to comply with the licensing requirements for rental dwelling units to civil fines will have a more deterrent effect on this unlawful conduct; and

WHEREAS, City Council deems it necessary and proper to authorize the Department of Licenses and Inspections to impose civil fines upon owners of rental dwelling units that fail to comply with the licensing requirements of Chapter 5, Sec. 5-92. - Rental dwelling units; and

WHEREAS, City Council deems it necessary and proper to amend Chapter 5 of the City Code to effectuate these changes;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILMINGTON that Chapter 5 of the City Code is hereby amended by adding the following sections (j) and (k) to Chapter 5 Sec. 5-92. - Rental dwelling units, which will read as follows:

Sec. 5-92. - Rental dwelling units.

....

(j) Failure to Secure a Rental Business License, Administrative Penalties

(1). Notwithstanding any other provisions of this chapter, property owners who fail to properly register, or re-register, a rental unit will be subject to a civil penalty. The total amount of the penalty shall be five hundred dollars (\$500.00). Failure to register, or re-register, rental unit(s) within ten (10) days of receiving the five hundred dollar (\$500.00) civil penalty shall result in a ten dollar (\$10.00) per day penalty for each unit thereafter not properly registered. The per unit penalty shall accumulate on a daily basis until such penalty is paid.

(2) *Notice of violation—Contents, service.* Whenever the commissioner of the department of licenses and inspections or his designee determines that there has been a violation, or that there are reasonable grounds to believe that there has been a violation, of the rental property registration requirement of this section or of any rule or regulation adopted pursuant thereto, the commissioner shall give notice of such violation or alleged violation to the person responsible thereof. Such notice shall:

- (i) Be put in writing; and
- (ii) Include a description of the real estate sufficient for identification; and
- (iii) Include a statement of the violation(s) and why the notice is being issued; and
- (iv) Allow at least 30 days from the date of such notice for the property to be registered; and
- (v) The notice of violation shall be served upon the owner, operator, and/or property manager, if applicable. Such notice shall be deemed to be properly served

by mailing a copy thereof by certified mail, return receipt requested, to the property address, or other address(es) that have been designated for the receipt of property tax bills for such property, or the last known address of the property owner if different from the before-mentioned addresses, and/or the address of the property manager, if applicable. If the notice is returned "undeliverable" or circumstances otherwise indicate that service has not been effected, service shall be made by posting a copy of the notice of violation in a conspicuous place on or about the dwelling affected by the notice. The commissioner of the department of licenses and inspections may, in his or her discretion, require such notice to be served by delivering a copy thereof personally to such owner or such operator or by leaving a copy thereof at the owner's usual residence in the presence of someone in the residence of suitable age and discretion who shall be informed of the contents thereof, as the circumstances may require;

(3) *Administrative appeal.* The owner, operator or property-manager may appeal the notice to the board of license and inspection review. The appeal shall be in writing and filed within thirty (30) days after the issuance of the violation. Any appeal to the board of license and inspection review shall be accompanied at the time of filing with a fee of \$50.00, which will be refunded upon a successful appeal. The board of license and inspection review shall hear and decide appeals in accordance with its duly prescribed and promulgated rules, regulations and procedures.

(4) Any owner, operator or property manager, as the case may require, who does not appeal the notice and does not perform the act or acts required under the notice, or who unsuccessfully appeals the notice and does not perform the act or acts required under

the notice within the prescribed time period is in violation of this section and may be issued a civil fine pursuant to subsection (j) (1).

(5) Pursuant to 25 Del. C. Ch. 29, any fines imposed for violations of this section shall give rise to a lien(s). The unpaid amounts of such fines may be added to local property tax billings for the property which was the subject of said violation.

(k) The remedies available to the City and the Commissioner of Licenses and Inspections under this chapter are cumulative and not exclusive.

First Reading..... February 18, 2021
Second Reading..... February 18, 2021
Third Reading.....

Passed by City Council,

President of City Council

ATTEST: _____
City Clerk

Approved this ____ day of _____, 2021.

Mayor

SYNOPSIS: This Ordinance approves the institution of civil penalties on property owners who fail to properly register, or re-register, a rental unit within the City of Wilmington.

AN ORDINANCE TO AMEND CHAPTER 5 OF THE CITY CODE TO REQUIRE DETAILED OWNER INFORMATION ON APPLICATIONS FOR A BUSINESS LICENSE TO OPERATE A RESIDENTIAL RENTAL PROPERTY

#0022

WHEREAS, a purpose of this legislation is to promote safe and healthy housing for

Sponsor:

Wilmington residents who rent, through effective enforcement of the City Code; and

**Council
Member
Darby**

WHEREAS, City Council believes effective communication with rental property owners is essential to ensuring that all rental units in the City of Wilmington meet applicable housing codes; and

WHEREAS, City Council believes that current licensing requirements have not included adequate ownership information to support effective communication with rental property owners, especially those that violate provisions of the City Code; and

WHEREAS, City Council deems it necessary and proper to authorize the Department of Licenses and Inspections to require additional ownership information as part of the licensing requirements of Chapter 5, Sec. 5-92. - Rental dwelling units; and

WHEREAS, City Council deems it necessary and proper to amend Chapter 5 of the City Code to effectuate these changes;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILMINGTON that Chapter 5 of the City Code is hereby amended as follows:

1. The following definition will be added to Chapter 5, Sec. 5-31:

Beneficial Owner(s) means someone who directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, owns 10% or more of the corporation.

2. Chapter 5, Sec. 5-92, subsection (e) shall be amended to read as follows:

Sec. 5-92. - Rental dwelling units.

(e) The owner, operator and/or lessor of any rental dwelling unit shall submit an application for a rental license to the department of finance, which shall contain:

(1) The name and address of the operator and the name and address of the owner if the operator is not the owner, and such address shall not be a post office box;

(2) The location of the rental dwelling or rental dwelling units including the street and number of each entrance;

(3) The number of rental dwelling units available for rent;

(4) If the owner or operator is a corporation, the name and address of such corporation and the name and address of its president, secretary, any other officer of the corporation, and registered agent shall be given; and the names and addresses of all Beneficial Owners who directly or indirectly (through any contract, arrangement, understanding, relationship or otherwise) own 10% or more of the corporation;

(5) If the owner or operator is an estate, the name and business address of the executor of the estate;

(6) If the owner or operator is a trust, the name and address of all trustees, grantors, and beneficiaries;

(7) If the owner or operator is a partnership, the names and residence addresses of all partners with an interest of ten percent or greater;

(8) If the owner or operator is any other form of unincorporated association, the names and residence addresses of all principals with an interest of ten percent or greater;

~~(5)~~ (9) If the owner or operator does not actually reside within the county or is not customarily present at an office in the city for the purpose of transacting business, then such owner or operator shall designate a resident managing agent to be in control of the rental dwelling or rental dwelling units who:

- a. Will be responsible for the maintenance and operation of the rental dwelling or rental dwelling units in accordance with the provisions of this chapter; and
- b. Will be authorized to receive notices and process on behalf of the owner or operator in connection with the enforcement of the code. If the owner or operator is a corporation, or in the event that a corporate managing agent is designated by an owner or operator, the corporation shall designate an officer or agent as the managing agent;

~~(6)~~ (10) A waiver by the owner or operator of all notice of violations except the sending of a copy of such notice by certified mail with return receipt requested to his address as indicated on the application, or if the owner or operator is a corporation, to the address of the managing agent as indicated on the application;

~~(7)~~ (11) Any additional information that the commissioner of licenses and inspections may require;

~~(8)~~ (12) A certification, under penalty of perjury, that all statements therein contained are to the best of his knowledge and belief, true and correct.

First Reading..... February 18, 2021
Second Reading..... February 18, 2021
Third Reading.....

Passed by City Council,

President of City Council

ATTEST: _____
City Clerk

Approved this ____ day of _____, 2021.

Mayor

SYNOPSIS: This Ordinance requires that more detailed information be provided to the City of
Wilmington regarding the owners and/or operators of rental properties.

W0113357

AN ORDINANCE TO AUTHORIZE AND APPROVE TWO ONE-YEAR EXTENSIONS OF CONTRACT 21004WD BETWEEN THE CITY OF WILMINGTON AND DIAMOND MECHANICAL, INC. FOR HVAC AND RELATED SYSTEMS INSPECTION AND MAINTENANCE

#0023

Sponsor:

**Council
Member
Oliver**

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 21004WD “HVAC & Related Systems Inspection & 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 Diamond Mechanical, Inc., the lowest responsible bidder; and

WHEREAS, the primary purpose of the Contract is to provide inspection and maintenance of heating, air conditioning, ventilation, and related systems at numerous City sites; and

WHEREAS, the term of the Contract is for the period from July 1, 2020 through June 30, 2021, at an estimated price of One Hundred Two Thousand, Two Hundred Forty-Eight Dollars (\$102,248.00), with the possibility of two (2) extensions of one (1) year thereafter on the same terms and conditions, at the option of the City, subject to budget appropriations; and

WHEREAS, it is the recommendation of the Department of Public Works that Council authorize the City to exercise the options to extend the Contract for two (2) additional periods of one (1) year.

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

SECTION 1. The two (2) one-year extension options to Contract 21004WD “HVAC & Related Systems Inspection & Maintenance” between the City of Wilmington and Diamond Mechanical, Inc., a copy of which Contract, in substantial form, is attached hereto as Exhibit “A”, at an estimated price of One Hundred Two Thousand, Two Hundred Forty-Eight Dollars (\$102,248.00) for each extension period, are hereby approved, and the Mayor, or his designee, is hereby authorized to exercise the City’s options, as well as take 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..... February 18, 2021
Second Reading..... February 18, 2021
Third Reading.....

Passed by City Council,

President of City Council

ATTEST: _____
City Clerk

Approved this ____ day of _____, 2021.

Mayor

SYNOPSIS: This Ordinance authorizes the City to exercise two (2) one-year options to extend Contract 21004WD “HVAC & Related Systems Inspection & Maintenance” between the City of Wilmington and Diamond Mechanical, Inc.

FISCAL IMPACT STATEMENT: The fiscal impact of this Ordinance is two (2) one-year contract extensions at an estimated price of One Hundred Two Thousand, Two Hundred Forty-Eight Dollars (\$102,248.00) per extension.

W0113318

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:

21004WD – HVAC & RELATED SYSTEMS INSPECTION & MAINTENANCE

–and–

21005WD – BOILER INSPECTION & MAINTENANCE SERVICES

Bid opening: Tuesday, April 21, 2020, 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

3/24, 3/31-NJ

0004116080-01

SD CITY WILM PURCHASING DIV
800 N FRENCH ST FL 5

WILMINGTON, DE 19801

DE,

AFFIDAVIT OF PUBLICATION

of Affidavits: 1

This is not an invoice

State of Delaware

New Castle County

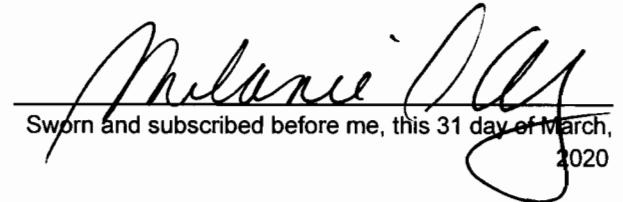
Personally appeared **The News Journal**

Of the **The News Journal Media Group**, a newspaper printed, published and circulated in the State of Delaware, who being duly sworn, deposeth 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:

03/24/2020, 03/31/2020 A.D 2020

Gair Wilczynski

Ad Number: 0004116080


Sworn and subscribed before me, this 31 day of March, 2020

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.: 0004116080

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

Pymt Method Invoice

Net Amt: \$281.00

Run Times: 2

No. of Affidavits: 1

Run Dates: 03/24/20, 03/31/20

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., Wilm., DE 19801 for:

21004WD – HVAC & RELATED SYSTEMS INSPECTION & MAINTENANCE

–and–

21005WD – BOILER INSPECTION & MAINTENANCE SERVICES

Bid opening: Tuesday, April 21, 2020, 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

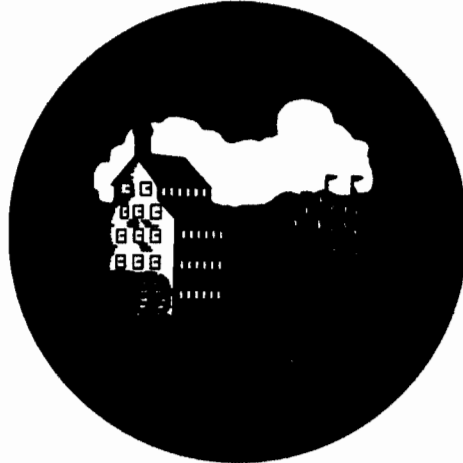
3/24, 3/31-NJ

0004116080-01

ADDENDUM #2

**21004WD – HVAC AND RELATED SYSTEMS INSPECTIONS AND
MAINTENANCE SERVICES**

21005WD – BOILER INSPECTION AND MAINTENANCE SERVICES



The Bid Submittal and Opening Date have been revised. Bids are now due on Tuesday, May 12, 2020 by 3:00 pm.

Bid Opening: Tuesday, May 12, 2020, at 3:00 pm 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 17 April 2020 by the
Procurement and Records Division, Department of Finance
Louis L. Redding City County Building, 800 French Street
Wilmington, DE 19801

ADDENDUM #1

**21004WD – HVAC AND RELATED SYSTEMS INSPECTIONS AND
MAINTENANCE SERVICES**

21005WD – BOILER INSPECTION AND MAINTENANCE SERVICES



21004WD: Page 2000-1, Paragraph 1.02.A the number of visits should read two (2) per year not Three (3). All other references refer to two visits.

21005WD: Due to a copying error, Page 2000-9 was not copied in the hard copies. Please insert Page 2000-9 (attached)

ALL OTHER PROVISIONS OF THIS SOLICITATION REMAIN THE SAME.

Issued 16 March 2020 by the
Procurement and Records Division, Department of Finance
Louis L. Redding City County Building, 800 French Street
Wilmington, DE 19801

INSTRUCTIONS TO BIDDERS

1. Bids on **City Contract 21004WD – HVAC & RELATED SYSTEMS INSPECTION & 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, April 21, 2020, AT 3:00 p.m.**
2. Proposals must be in triplicate, sealed in an envelope, and the envelope endorsed "**Bid for City Contract 21004WD – HVAC & RELATED SYSTEMS INSPECTION & 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.

**CITY OF WILMINGTON, DELAWARE
DEPARTMENT OF PUBLIC WORKS**

**BIDDING PROCEDURES, SPECIAL PROVISIONS,
SPECIFICATIONS, PROPOSAL FORMS**

for

**HVAC AND RELATED SYSTEMS INSPECTION AND
MAINTENANCE SERVICES**

CONTRACT NO. 21004 WD

MARCH 2020

**CITY OF WILMINGTON, DELAWARE
DEPARTMENT OF PUBLIC WORKS**

**BIDDING PROCEDURES, SPECIAL PROVISIONS,
SPECIFICATIONS, PROPOSAL FORMS**

for

**HVAC AND RELATED SYSTEMS INSPECTION AND
MAINTENANCE SERVICES**

CONTRACT NO. 21004 WD

MARCH 2020

Prepared by:

**Parada Construction Services, LLC
1508 Randy Lane
Cherry Hill, NJ 08003**

215-687-6219 - cell

**WILMINGTON, DELAWARE
DEPARTMENT OF PUBLIC WORKS**

HVAC AND RELATED SYSTEMS INSPECTION AND MAINTENANCE SERVICES

Contract No. 21004 WD

TABLE OF CONTENTS

<u>Section</u>	<u>Description</u>	<u>Page</u>
<u>DIVISION 0 - CONTRACT CONDITIONS</u>		
BP	Bidding Procedures	BP-1 to BP-5
GC	General Conditions	GC-1 to GC-19
DB	Disadvantaged Business Program	1 to 11
	Prevailing Wage Rates	1
<u>DIVISION 1 – SUMMARY OF WORK</u>		
1000	Summary of Work	1000-1 to 1000-8
<u>DIVISION 2 – MAINTENANCE</u>		
2000	Maintenance Services	2000-1 to 2000-7
<u>ATTACHMENTS</u>		
Appendix A	List of Facilities and Equipment	
Attachment 1	Proposal Form	PF-1 to PF-3
	Responsible Contractor Certification	6 Pages

CITY OF WILMINGTON



GENERAL CONDITIONS FOR CONSTRUCTION CONTRACTS



INDEX

	<u>PAGE</u>
ACCESS TO WORK.....	GC-14
ALTERATION OF PLANS OR OF CHARACTER OF WORK.....	GC-17
ANNULMENT OF CONTRACT	GC-8
AUTHORITY AND DUTIES OF INSPECTORS	GC-7
AUTHORITY OF ENGINEER	GC-7
AVAILABILITY OF FUNDING.....	BP-5
AWARD AND EXECUTION OF CONTRACT	BP-5
AWARD AS AN ENTIRETY	BP-4
CLAIMS TO BE MADE PROMPTLY	GC-11
CLEANING UP	GC-8
COMMENCEMENT OF WORK	BP-4
COMPENSATION AND LIABILITY INSURANCE.....	GC-1
CONDITIONAL ACCEPTANCE.....	GC-12
CONTRACTOR'S EXPENSE	GC-13
CONTRACTOR'S RESPONSIBILITY FOR WORK.....	GC-6
COOPERATION OF CONTRACTOR AND REPRESENTATIVE	GC-5
DAMAGE TO UTILITIES	GC-6
DEFECTIVE MATERIALS AND WORK.....	GC-7
DEFINITIONS OF TERMS	BP-1
DELINQUENT TAXES, ETC.....	GC-18
DELIVERY AND OPENING OF PROPOSALS.....	BP-3
DIMENSIONS AND LEVELS	GC-18
EMPLOYEES AND EQUIPMENT.....	GC-4
ENGINEER MAY INCREASE OR DECREASE QUANTITIES	GC-2
ESTIMATED QUANTITIES.....	BP-1
EXECUTION OF CONTRACT	BP-4
EXTENSION OF TIME	GC-4
EXTRA WORK	GC-2
EXTRA WORK A PART OF THE CONTRACT.....	GC-11
FAILURE TO EXECUTE CONTRACT	BP-4
FAILURE TO REMOVE AND RENEW DEFECTIVE MATERIALS AND WORK	GC-8
FAMILIARITY WITH LAWS, ETC.	BP-2
FAMILIARITY WITH PROPOSED WORK.....	BP-2
FINAL ACCEPTANCE OF PAYMENT.....	GC-12
FORCE ACCOUNT WORK	GC-3
GUARANTEE	GC-14
HOURS OF LABOR	GC-14
INDEMNIFICATION OF THE CITY	GC-1
INSPECTION OF MATERIALS AND WORK.....	GC-7
INTERPRETATIONS OF ADDENDUM	BP-3
INTERPRETATION OF PLANS, ETC.....	GC-17
IRREGULAR PROPOSALS.....	BP-2
LAST PAYMENT TO TERMINATE LIABILITY OF THE OWNER.....	GC-13
LAWS TO BE OBSERVED.....	GC-5

PAGE

LEGAL ADDRESS..... GC-13

LIABILITY OF CONTRACTOR..... GC-1

MAINTENANCE OF TRAFFIC..... GC-6

MAINTENANCE, REPAIRS, ETC., AFTER COMPLETION..... GC-18

MATERIAL SAMPLES..... BP-4

MATERIALS AND WORK NOT PAID FOR BY THE CONTRACTOR..... GC-9

MEASUREMENT OF QUANTITIES..... GC-9

NIGHT, WEEKEND, AND CITY HOLIDAY WORK..... GC-13

NO ESTOPPEL OR WAIVER OF LEGAL RIGHTS..... GC-10

NO LIMITATION OF LIABILITY..... GC-13

PARTIAL PAYMENT..... GC-12

PATENTS..... GC-2

PAYMENTS MAY BE WITHHELD..... GC-12

PERMITS, LICENSES, CHARGES, AND NOTICES..... GC-2

PLANS AND SPECIFICATIONS FURNISHED TO CONTRACTOR..... GC-17

PLANS, ETC., TO BE FOLLOWED..... GC-17

PROPOSAL FORM..... BP-2

PROSECUTION OF WORK..... GC-4

PUBLIC CONVENIENCE AND SAFETY..... GC-5

QUALIFICATIONS FOR BIDDERS..... BP-3

QUALITY OF MATERIALS AND WORKMANSHIP..... GC-18

REMEDIES CUMULATIVE..... GC-13

RIGHT TO REJECT BIDS..... BP-3

SANITARY PROVISIONS..... GC-5

SCOPE OF PAYMENT..... GC-11

SCOPE OF WORK..... GC-2

STORAGE OF MATERIALS..... GC-18

STRIKES, ETC..... GC-14

SUBCONTRACTORS..... GC-10

SUPERVISION BY ENGINEER..... GC-7

TEMPORARY SUSPENSION OF WORK..... GC-8

TEST OF SAMPLES OF MATERIALS..... GC-17

UNAUTHORIZED WORK..... GC-4

UNRESPONSIVE OR UNBALANCED BIDS..... BP-2

WAGES PAYABLE UNDER MUNICIPAL CONTRACTS, ETC..... GC-15

WATER SUPPLY..... GC-5

WITHDRAWAL OF PROPOSALS..... BP-3

ATTACHMENTS

CITY OF WILMINGTON – DBE PROGRAM AND BIDDERS REQUIREMENTS

Mayor’s Office of Economic Development – SMBEO/DBE Office 1/2010..... 1 - 12

Construction Contracts

Bidding Procedures

DEFINITIONS OF TERMS

Whenever in these specifications and other contract documents the following terms or pronouns in place of them are used, their intent and meaning shall be interpreted as follows:

"City"	The City of Wilmington
"Owner"	The City of Wilmington
"Director"	The Director or Commissioner of the Department of the "City" for which the work is being done or his duly authorized representative.
"Manager"	The Manager, Department of Finance, Division of Procurement and Records.
"Contractor"	Party of the second part of the contract, acting directly or through his agents or employees.
"Work"	Any or all things agreed to be furnished or done by or on the part of the Contractor, and which are required in the construction and completion of the project herein contemplated, including also labor, materials and equipment.
"Engineer"	The City Engineer or his duly authorized representative.

All things contained or referred to herein, the Advertisement, the Instructions to Bidders, the General Conditions, the Special Provisions, the Specifications, the Proposal, the Contract, the Plans, Addenda, as well as any other papers or bulletins referred to therein are hereby made a part of these specifications and contract, and are to be considered as one instrument constituting the "Contract Documents." The intent is to make them explanatory one or to the other but in the case of any inconsistency, the provisions of the Contract shall govern.

Whenever in these contract documents, the words "directed," "required," "prescribed," "permitted," "approved," "acceptable," "in the judgment of," and other words and phrases of like import, refer to the work or its performance, they shall be taken to mean and intend "directed," "required," "prescribed," "permitted," "approved," "acceptable," "in the judgment of," and the like by or to the Director.

The headings and subheadings printed in these specifications are intended for convenience or reference only and shall not be considered as having any particular bearing on the interpretation thereof.

ESTIMATED QUANTITIES

Any estimates of quantities herein furnished by the Director are approximate only, and have been used by the Director as a basis of estimating the cost of the work, and will also be used for the purpose of tabulating and comparing the bids and awarding the contract. The Engineer has endeavored to estimate these quantities correctly, according to his knowledge and the information shown on the plans;

but it is not guaranteed that these estimated quantities are accurate, and if the Contractor, in making up and/or submitting his bid or bids, relies upon the accuracy of such estimated quantities, he does so at his own risk.

PROPOSAL FORM

The Bidder will be furnished -- by the Manager -- with proposal forms which will show the approximate estimate of the various quantities of work to be performed and materials to be furnished under the unit and lump sum price items.

The Bidder shall submit his proposal on the forms furnished by the Manager. The blank spaces in the proposal shall be filled in correctly where indicated, for each and every item, and the Bidder shall state the prices (written in ink, in words and numerals) for which he proposes to do each item of the work contemplated. In case of discrepancy between the written figures and the numerals, the written figures shall govern.

The Bidder shall sign his proposal correctly. If the proposal is made by an **individual**, his name and post office address shall be shown. If made by a **firm or partnership**, the name and post office address of the firm or partnership, and of each member thereof, shall be shown. If a **corporation**, the successful bidder shall furnish a certificate from the Secretary of State or commonwealth where the firm is incorporated stating the company is a presently subsisting corporation of that state or commonwealth and the date of its incorporation.

Further, the successful bidder shall furnish an original and two copies of excerpts from the minutes of the corporation authorizing its President or Vice President to execute the necessary Contract on behalf of the Corporation, and an original and two copies of the resolution authorizing the Secretary or the Assistant Secretary to attest Contract Documents and the names of all officers qualified to sign for your company.

IRREGULAR PROPOSALS

Proposals may be rejected if they show any omissions, alterations of form, additions not called for, conditional or alternative bids, or irregularities of any kind.

UNRESPONSIVE OR UNBALANCED BIDS

To better insure fair competition, and to permit a determination of the lowest bidder, unresponsive bids or bids obviously unbalanced, may be rejected by the Manager.

FAMILIARITY WITH PROPOSED WORK

The Bidder is required to examine carefully the site of the work, the proposal, the plans, specifications and other contract documents for the work contemplated and it will be assumed that he had familiarized and satisfied himself as to the conditions and obstacles to be encountered, as to the character, quality and quantities of work to be performed and materials to be furnished, and as to the requirements of these specifications, plans and other contract documents and he must be prepared to execute a finished job in every particular, without any extra charge whatever, except as may be specifically provided for elsewhere in these contract documents.

FAMILIARITY WITH LAWS, ETC.

The Bidder is assumed to have made himself familiar with all Federal, State, Local, and municipal laws, ordinances, rules and regulations which in any manner affect those engaged or employed in the work, or the materials or equipment used in or upon the work, or in any way affect the work, and no plea of

misunderstanding will be considered on account of the ignorance thereof. If the Bidder or Contractor shall discover any provision in the plans, specification, or contract which is contrary to or inconsistent with any such law, ordinance, rule or regulation, he shall forthwith report it to the Engineer in writing.

INTERPRETATIONS OF ADDENDUM

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of any part of the plans, specifications, or other proposed contract documents, he may submit to the Director a written request for interpretation thereof. The person submitting the request will be responsible for the prompt delivery before one week prior to the date affixed for the opening of bids. Any interpretation of the proposed contract documents will be made only by Addendum duly issued, and a copy of such Addendum will be mailed directly to each person receiving a set of such documents. The City will not be responsible for any other explanation or interpretations of the proposed documents.

DELIVERY AND OPENING OF PROPOSALS

Proposals shall be submitted in triplicate with all blanks filled in. They shall be enclosed in sealed envelopes, endorsed, and delivered as stated in the Advertisement. If forwarded by mail, the above-mentioned envelope shall be enclosed in another envelope addressed to the Manager, Division of Procurement and Records, City/County Building, Wilmington, Delaware, preferably by registered mail. No responsibility shall be attached to any persons for the premature opening of any proposal not properly endorsed.

Proposals will be publicly opened and read aloud at the time and place stated in the Advertisement. Bidders or their authorized agents are invited to be present.

WITHDRAWAL OF PROPOSALS

Any bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof. No bid may be withdrawn within thirty (30) days after the actual opening thereof.

QUALIFICATIONS FOR BIDDERS

No contract will be awarded to any bidder who, in the judgment of the Manager, is not a responsible bidder, or is not prepared with all the necessary experience, capital, organization and equipment to conduct and complete work for which the bidder proposes to contract, in strict accordance with all terms and provisions of the contract documents.

In each instance when the qualifications of any bidder are questioned in any way, such bidder shall furnish information concerning his experience, capital, organization and equipment as may be required by the Owner within five (5) days after written notice from the Board to do so, and the information so furnished by the bidder, together with any other information received or possessed by the Owner, will be taken into consideration by the Manager in awarding the contract.

RIGHT TO REJECT BIDS

The Manager expressly reserves the right to reject any or all bids, or to accept any bid, and/or to waive technicalities as he may deem to be in the best interest of the City. The successful bidder will be required to have or obtain an appropriate Business License from the Department of Finance, Earned Income Tax Division, of the City of Wilmington in order to be awarded the contract.

MATERIAL SAMPLES

Before any contract is awarded, the Bidder may be required to furnish a complete statement of the origin, composition and manufacture of any and all materials to be used in the work, together with samples, which samples may be subjected to the tests provided for in these specifications to determine their quality and fitness for the work.

AWARD AS AN ENTIRETY

While bids are asked for by items, the contract will not be awarded by items, but will be awarded as an entirety, on the basis of the "Bid Total," which total must be the aggregate sum of the bids on all items figured at the unit and lump sum prices bid. Bidders shall bid on all items.

EXECUTION OF CONTRACT

The successful bidder will be required promptly to execute a formal contract upon blank forms with proper insertions furnished by the Owner. Successful bidder will insert on the first page of the contract the date of the day the contract is executed by his company. All copies of the Contract must be properly executed by qualified officers of the company and the Corporate Seal affixed thereto.

FAILURE TO EXECUTE CONTRACT

Failure to execute the contract within ten (10) days after written notice of the award, shall be just cause for the annulment of the award, and it is understood by the Bidder, in the event of the annulment of the award, that the amount of the certified check with the proposal may be forfeited to the use of the City, not as a penalty, but as liquidated damages.

COMMENCEMENT OF WORK

Work at the site shall be commenced within ten (10) days after the date of the contract and shall be completed within the time stated in the proposal.

AVAILABILITY OF FUNDING

The Contract shall be subject to the availability of funding approved by the Wilmington City Council. Contractor shall not exceed the total value of the City of Wilmington's purchase order for this Contract.

AWARD AND EXECUTION OF CONTRACT

1. **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.

2. **Award of Contract.** The award of 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 proposal that his bid has been accepted and has been awarded the contract.
3. **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.



Construction Contracts

General Conditions

COMPENSATION AND LIABILITY INSURANCE

Except as otherwise provided by law, the Contractor shall, at all times, maintain and keep in force such insurance as will protect him from claims under workmen's compensation acts, also such insurance will protect him and the City from any other claims for damages for personal injuries, including death, which may arise from operations under this contract, whether such operations be by the Contractor or by any subcontractor or anyone directly or indirectly employed by any of them, in any amount specified by the Chief Engineer of the Department of Public Works. The Contractor shall also, at all times, maintain and keep in force such insurance, in an amount specified by the Chief Engineer of the Department of Public Works, as will protect him and the City, its agents and employees from all suits, actions, claims, demands, damages, losses, expenses, and/or costs of every kind and description to which the City may be subjected or put by reason of injury (including death) to persons or property resulting from the manner or method employed by the Contractor, his agents and employees, or subcontractors, or from any neglect or default of the Contractor, his agents, employees, or subcontractors, in the performance of this contract, or any part thereof, or from, by, or on account of any act or omission of the Contractor, his agents and employees, or subcontractors, and whether such suits, claims, actions, demands, damages, losses, expenses, and/or costs be against, suffered, or sustained by other corporations and persons to whom the City, its agents and employees, may become liable therefor.

LIABILITY OF CONTRACTOR

Whenever the Contractor is required by the existing State, Federal, local or municipal law, ordinance, rules or regulations, or by any State, Federal, local, or municipal laws, ordinances, rules or regulations that may be enacted hereafter pertaining to the work to be done under this contract, to secure any permits or licenses to carry on any operation or operations in connection with the performance of the contract and/or to act under the direction or supervision of a City official and/or employee in connection with any such operation or operations, the Contractor shall be solely liable for all suits, actions, costs and damages of every kind and description resulting or which may result, directly or indirectly, from any such operation or operations and shall indemnify and save harmless the City from any and all suits, actions, costs, and damages of every kind and description arising or which may arise, directly or indirectly from the said operation or operations.

INDEMNIFICATION OF THE CITY

The contractor shall pay, indemnify, and save harmless the City, its agents and employees from all suits, actions, claims, demands, damages, losses, expenses, and/or costs of every kind and description to which the City may be subjected or put by reason of injury (including death) to persons or property resulting from the manner or method employed by the Contractor, his agents and employees, or subcontractors, or from neglect or default of the Contractor, his agents and employees or subcontractors in the performance of this contract or any part thereof or from, by, or on account of any act or omission of the Contractor, his agents and employees, or subcontractors, and whether such suits, actions, claims, demands, losses, expenses, and/or costs against, suffered, or sustained by the City, his agents and employees, may become liable therefor, and the whole, or so much of the monies due, or become due the Contractor under this contract or any other contract as may be considered necessary by the Engineer may be retained by the City until such suits or claims for damages shall have been settled or otherwise disposed of the satisfactory evidence to that effect furnished to the Engineer.

PATENTS

Whenever any article, material, mean, appliance, process, composition, combination, or thing called for by these specifications is covered by Letters Patent, the successful bidder must secure, before using or employing such article, material, mean, appliance, process, composition, combination, or thing, the assent, in writing, of the Owner or Licensee of such Letter Patent and file the same with the Engineer.

The said assent is to cover not only the use, employment, and incorporation of said articles, materials, means, appliances, processes, compositions, combinations, or things in construction and completion of the work, but also the permanent use of said articles, materials, means, appliances, processes, compositions, combinations, or things, thereafter, by or on behalf of the City in the operation and maintenance of the project for the purpose for which it is intended or adapted.

The Contractor shall be responsible for any claims made against the City or any of its agents and employees for any actual or alleged infringement of patents by the use of patented articles, materials, means, appliances, processes, compositions, combinations, or things, in the construction, completion, and the use of the work, and shall save harmless and indemnify the City and its agents and the employees' fees which the City may be obliged to pay by reason of any actual or alleged infringement of Patents used in the construction, completion, maintenance, operation of the work and projects herein specified.

SCOPE OF WORK

The work to be done under these specifications is to cover the completed work shown on the plans or called for in the specifications and other contract documents. The Contractor shall furnish all implements, machinery, tools, equipment, materials, and labor necessary to the performance of the work and shall furnish and do everything necessary to make the work perfect, complete, neat, and finished, and the Contractor shall leave all the work to be done under this contract in this condition at the time the work is finally inspected.

PERMITS, LICENSES, CHARGES, AND NOTICES

The Contractor shall procure all permits and licenses, pay all royalties, charges, and fees, and give all notices necessary and incident to the due and lawful prosecution of the work.

ENGINEER MAY INCREASE OR DECREASE QUANTITIES

The Engineer reserves the right to increase or diminish the amount of quantity of any unit price item included in the Bid or Proposal, wherever he deems it advisable or necessary so to do, and such increase or diminution shall in no way vitiate the contract.

The Contractor shall be paid for the actual amount of quantity of authorized work done or materials furnished under the unit price item of the "Bid or Proposal" at the price bid stipulated for such item. In case the amount of quantity of any item is increased as above provided, the Contractor shall not be entitled to any damages, or increased compensation over and above the price bid for such item, and in case the amount of quantity of any item is diminished as above, provided, the Contractor shall not have any claim for damages on account of loss of anticipated profits or otherwise, because of such diminution.

EXTRA WORK

The Contractor shall perform extra work, for which there is no quantity and price, included in the contract, whenever, to complete fully the work contemplated, it is deemed necessary or desirable, by written authority of the Engineer, and such extra work shall be done in accordance with the

specifications therefore, or in the best workmanlike manner as directed. This extra work will be paid for at a unit price or lump sum to be agreed upon previously, in writing, by the Contractor and the Engineer, or where such a price or sum cannot be agreed upon by both parties, or where this method of payment is impracticable, the Engineer may order the Contractor to do such work on a "force account" basis.

FORCE ACCOUNT WORK

All extra work done on a "force account" basis will be paid for in the following manner:

1. For all labor and foremen in direct charge of the specific operation, the Contractor shall receive the rates of wage applicable to this contract, for each and every hour that said labor and foreman are actually engaged in such work.
2. For all material used, the Contractor shall receive the actual cost of such materials, as shown by original receipted bills.
3. An additional amount of twenty-five percent (25%) of the total cost of labor and materials of 1 and 2 above shall be added to allow for profit and overhead of subcontractors and a Contractor.
4. For any machine-power tools or equipment and for any hauling equipment, including fuel and lubricants, which it may be deemed necessary or desirable to use, the Engineer shall allow the Contractor a reasonable rental price, to be agreed upon in writing before such work is begun, for each and every hour that said tools or equipment are in use or on such work, and to its sum no percentage shall be added.

The compensation as herein provided shall be received by the Contractor as payment in full for extra work done on a "force account" basis, and shall include superintendents, use of tools and equipment to which no rental is allowed, and profit. The Contractor's representative and the Inspector shall compare records of extra work on a "force account" basis at the end of each day. Copies of these records shall be made in duplicate, upon the Engineer's "force account" forms provided for this purpose by the Inspector and signed by both the Inspector and the Contractor's representative, one copy being forwarded respectively to the Engineer and to the Contractor. All claims for extra work done on a "force account" basis shall be submitted to the Engineer by the Contractor upon certified triplicate statements, which shall also include the value of all material used in such work, and following that in which the work was actually performed and shall include all labor charges, etc., and material charges insofar as they can be verified.

Should the Contractor refuse or fail to prosecute the work as directed or submit his claim as required, the Engineer may withhold payment of all current estimates until the Contractor's refusal or failure is eliminated, or after giving the Contractor due notice, the Engineer may make payment for said work on the basis of reasonable estimate of the value of the work performed.

On extra work as defined in this paragraph, the Contractor will be reimbursed for his expenditures for Workmen's Compensation Insurance, Social Security taxes, and Unemployment Compensation covering the men actually engaged upon such work. No percentage will be added to such payments, but the Contractor shall be entitled to receive only the actual amount of money expended for such Workmen's Compensation Insurance, Public Liability Insurance, Social Security taxes, and Unemployment Compensation. Such payments shall be based upon the prevailing standard insurance

rates support by receipted vouchers from the insurance vendors and upon the actual amount of taxes paid for Social Security and Unemployment Compensation as evidenced by proper documents furnished by the Contractor.

EXTENSION OF TIME

Should the Contractor allege to be delayed in the completion of the work by the act, neglect, or default of the Owner, Engineer or any other contractor employed by the Owner under the work, or by damage, caused by fire, flood, or other casualty for which the Contractor is not responsible, he may petition that the time fixed for completion of the work will be extended for a period equivalent to the time lost by any or all that causes aforesaid, which extended period shall be determined and fixed by the Engineer, but no such allowance will be made unless a claim therefore is presented in writing to the Engineer within five (5) days of the occurrence of such delay, and then only when granted in writing with the signature of the Engineer.

UNAUTHORIZED WORK

Work done beyond the lines and grades shown on the plans or as given, except as herein provided, or any extra work done without written authority, will be considered as unauthorized and at the expense of the Contractor and will not be measured by the Engineer or paid for by the City. Work so done may be ordered removed and replaced by the Engineer at the Contractor's expense.

PROSECUTION OF WORK

The Contractor shall begin work to be performed under the contract within ten (10) days after the date of the contract. The place where the work is to be started will be designated on the ground by the Engineer. The work shall be prosecuted from as many different points, in such part or parts and at such time as may be directed, and shall be conducted in such a manner and with sufficient materials, equipment, and labor as is considered necessary to insure its completion within the time set forth in the contract.

Should the prosecution of the work for any reason be discontinued by the Contractor with the consent of the Engineer, he shall notify the Engineer at least twenty-four (24) hours before again resuming operations.

EMPLOYEES AND EQUIPMENT

Any employees of, or person connected with the Contractor, who shall use profane or abusive language to the Inspector, or other employees of the City, or otherwise interfere with him in the performance of his duties, or shall disobey or evade his instructions, or who is careless or incompetent, or is objectionable to the City authorities, shall be discharged on the request of the Engineer, and shall not again be employed without his consent.

The Contractor shall furnish such equipment as is considered necessary by the Engineer for the prosecution of the work in an acceptable manner and at a satisfactory rate of progress. Equipment used on any portion of the work shall be such that no injury to adjacent work or property will result from its use.

COOPERATION OF CONTRACTOR AND REPRESENTATIVE

The Contractor shall give the work his constant attention to facilitate the progress thereof and shall cooperate with the Engineer in every way possible. The Contractor shall have at all times competent and reliable English-speaking representatives on work, authorized to receive orders and act for him.

LAWS TO BE OBSERVED

The Contractor at all times shall observe and comply with all Federal, State, local and municipal laws, ordinances, rules, and regulations in any manner effecting the work, and all such orders or decrees as exist at present and those which may be enacted later, of bodies or tribunals having any jurisdiction or authority over the work, and shall indemnify and save harmless the City and all its officers, agents, and servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, rule, order, or decree, whether such violations be by the Contractor, or any subcontractor, or any of their agents, and/or employees.

SANITARY PROVISIONS

The Contractor shall provide and maintain a neat sanitary condition, such sanitary conveniences and accommodations for the use of his employees as may be necessary to comply with the requirements and regulations of the Department of Health or of other bodies or tribunals having jurisdiction thereof. He shall commit no public nuisance.

WATER SUPPLY

Where water directly from the City-owned water mains is available, it will be supplied to the Contractor upon request and approval, at regular meter and/or rental rates, at the nearest available hydrant or outlet, and no other water shall be used for any purposes connected with the contract, except by permission of the Engineer.

The Contractor will be required to provide approved, standard tight hose, and fittings with which to make connection to hydrants and outlets. No improper, wasteful, or undue use of water will be permitted.

The Contractor shall procure from the Water Department a regular wrench for use on hydrants and no other wrench shall be used. He shall conform to all the rules and regulations of the Water Department in connection with the use of water hydrants, pipes, etc.

Where water directly from the City-owned water mains is not available, the Contractor shall, at his own cost and expense, provide such quantities of clean water as may be required for any and all purposes under the contract. He shall supply sufficient drinking water to allow his employees, but only from such sources as are approved by the Engineer and no other water shall be used for drinking purposes.

PUBLIC CONVENIENCE AND SAFETY

The Contractor at all times shall conduct the work in such a manner as to insure the least obstruction to traffic practicable. The convenience of the general public and of the residents and occupants or property along and adjacent to the work shall be provided for in an adequate and satisfactory manner. Materials stored upon highway shall be placed so as to cause as little obstruction to the traveling public as is considered necessary. Fire hydrants on or adjacent to the work shall be kept accessible to fire apparatus at all times, and no material or obstruction shall be placed within fifteen (15) feet of any such hydrant. Footways and portions of highways and streams adjoining the work under construction shall not be obstructed more than is absolutely necessary. All gutters and sewer inlets shall be kept

unobstructed at all times. In no case, shall any traveled thoroughfare be closed without permission of the Engineer.

MAINTENANCE OF TRAFFIC

The Contractor shall submit a maintenance of traffic plan for approval by the Engineer seven (7) days prior to start of work. The maintenance of traffic plan shall contain only approved traffic control devices and methods of operation in accordance with the State of Delaware "Manual on Traffic Control for Street/Highway Construction and Maintenance Operations." The Contractor shall not perform any work until the maintenance of traffic plan has been approved in writing by the Engineer.

The Contractor shall not enter upon private property for any purpose without obtaining permission, and shall be responsible for the preservation of all public and private property, trees, monuments, etc., along and adjacent to the work and shall use every precaution necessary to prevent damage or injury to property or persons. He shall use suitable precautions to prevent damage to pipes, conduits, and other underground structures and shall protect carefully from disturbances or damage of all and monuments and property marks until an authorized agent has witnessed or otherwise referenced their location, and shall not remove them until directed. The Contractor shall not willfully nor maliciously injure or destroy trees or shrubs and shall not remove or cut them without proper authority. He shall be strictly responsible for any and all damage or injury of every kind and description, which directly or indirectly may be done to any property or sustained by any persons during the prosecution of the work resulting from any wrongdoing, misconduct, want of skill, or any negligence of himself or his agents and/or employees, or at any time due to defective work or materials. Where or when any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work or in consequence of the non-execution thereof on part of the Contractor, he shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done by repairing, rebuilding, or otherwise restoring as may be directed, or he shall make good such damage or injury in an acceptable manner. In case of the failure on the part of the Contractor to restore such property, or make good such damage or injury, the Engineer may, upon three (3) days notice, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary, and the cost thereof may be deducted from any monies due or which may become due to the Contractor under this contract.

DAMAGE TO UTILITIES

Should the Contractor or his workmen in the execution of this contract cause damage to any underground construction, such as water, telephone, electric, and police conduit, such damage shall be repaired or replaced by the Contractor at his own expense and under the direction of the Engineer; or such repairs to the damaged utility or utilities may be made by employees of the respective utility company or companies whose underground structure was damaged by the Contractor or his workmen and such costs for these repairs shall be paid by the Contractor.

CONTRACTOR'S RESPONSIBILITY FOR WORK

Until the final acceptance of all work, as indicated in writing by the Engineer, it shall be under the charge of and care of the Contractor and he shall take every precaution against the destruction, injury or damage to the work or to any part thereof by the action of the elements or from any other cause whatsoever. The Contractor shall rebuild, repair, restore, and make good, at his own expense, all destruction of, injuries or damages to the work, or any portion thereof, occasioned by any of the above causes before its final completion and acceptance as indicated in writing by the Engineer.

SUPERVISION BY ENGINEER

The work is to be carried out under the supervision of the Engineer to his entire satisfaction. The work and materials shall be strictly of the best quality of the kinds specified herein, and should any work or materials other than those specified as shown be introduced into the construction of the work, the Engineer, or his authorized agent, shall have full power to reject them, and they shall be removed from the premises in three (3) days by the Contractor after being notified to do so.

AUTHORITY OF ENGINEER

The Engineer shall in all cases determine the amount of quantity, quality, acceptability of the work and materials which are to be paid for under this contract and shall decide all questions in relation to said work and the performance thereof; and shall, in all cases, decide questions which may arise relative to the fulfillment of the contract to the obligations of the Contractor thereunder.

AUTHORITY AND DUTIES OF INSPECTORS

Inspectors employed by the Owner shall be authorized to inspect all work done and materials furnished. Such inspection may extend to all or part of the work to the preparation or manufacture of the materials to be used. An inspector will be stationed on the work to report to the Engineer as to the progress of the work and the manner in which it is being performed; also to report whenever it appears that the materials furnished and the work performed by the Contractor fail to fulfill the requirements of the specifications and contract, and to call to the attention of the Contractor any such failure or other default, but no inspection, nor any failure to inspect, at any time or place, however, shall relieve the Contractor from any obligation to perform all of the work strictly in accordance with the requirements of the specifications. In case of any dispute arising between the Contractor and the Inspector as to materials furnished or the manner of performing the work, the Inspector shall perform such other duties as are assigned to him. He shall not be authorized to revoke, alter, enlarge, relax, or release any requirements of these specifications, not to approve or accept any portion of the work, nor interfere with the management of the work by the Contractor. Any instructions which the Inspector may give the Contractor shall in no way be construed as binding by the Engineer or the City in any way, nor releasing the Contractor from the fulfillment of the terms of the contract.

INSPECTION OF MATERIALS AND WORK

The Contractor shall furnish the Engineer with every reasonable facility for ascertaining whether or not the work as performed is in accordance with the requirements and intent of the specifications and contract. If the Engineer requests it, the Contractor, at any time before acceptance of the work, shall remove and/or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standards required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, removing, replacing the covering, and/or making good the parts removed shall be paid for as "Extra Work," but should the work exposed or examined prove unacceptable, either in whole or in part, the uncovering, removing, replacing of the covering and/or making good of the parts removed, shall be at the Contractor's expense.

DEFECTIVE MATERIALS AND WORK

All materials not conforming to the requirements of these specifications shall be considered defective, and all such materials, whether in place or not, shall be rejected and shall be removed immediately from the work unless otherwise permitted. No material which has been rejected, the defects of which have been corrected or removed, shall be used until approval has been given. All work which has been rejected or condemned shall be remedied, or if necessary, removed and replaced in an acceptable manner by the Contractor at his own expense.

FAILURE TO REMOVE AND RENEW DEFECTIVE MATERIALS AND WORK

Should the Contractor fail or refuse to remove and renew any defective materials used or work performed previously, or to make any necessary repairs in an acceptable manner, and in accordance with the requirements of these specifications, within the time indicated in writing, the Engineer shall have the authority to cause the unacceptable or defective materials or work to be removed and renewed for such repair to be made at the Contractor's expense. Any expense incurred by the City in making these removals, renewals, or repairs, which the Contractor has failed or refused to make, shall be paid out of the monies due or which are to become due to the Contractor; and continued failure or refusal on the part of the Contractor to make any or all necessary repairs, removals and renewals, promptly, fully, and in an acceptable manner shall be sufficient cause for the City to declare the contract forfeited, in which case, the City at its option may be required to perform the work, or may contract with any other individual, firm, or corporation to perform the work. All costs and expenses incurred thereby shall be charged against the defaulting contractor, and the amount thereof deducted from any monies due or to become due him. The performance of any work by the City and/or others as specified shall not relieve the contractor in any way from his responsibilities under this contract.

CLEANING UP

The Contractor shall at his own expense, keep the sites of his operations clean during the construction and remove all rubbish as it accumulates.

Upon failure of the Contractor to keep sites of his operation clean to the satisfaction of the Engineer, the City may upon twenty-four (24) hours notice to the Contractor, remove any rubbish, materials, earth, etc., which the Engineer may deem necessary, charging the cost thereof to the Contractor and may deduct the amount from any monies that may be due him. On or before the completion of the work, the Contractor shall, without charge therefore, tear down and remove all his buildings and temporary structures built by him, shall remove all rubbish of all kinds from any grounds which he has occupied, and shall leave the site of the work in a clean and neat condition.

TEMPORARY SUSPENSION OF WORK

The Engineer shall have the authority to suspend the work, wholly or in part, for such a period or periods as he may deem necessary, due to unsuitable weather, or such other conditions as are considered unfavorable for the suitable prosecution of the work, or for such time as is necessarily due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the contract. If it should become necessary to stop work for an indefinite period, the Contractor shall store all materials in such a manner that they will not obstruct or impede the traveling public unnecessarily, nor become damaged in any way, and he shall take every precaution to prevent destruction, damage, or deterioration of the work performed to provide suitable roof drainage, and erect temporary cover where necessary. The Contractor shall not suspend the work without authority. Neither the failure of the Engineer to notify the Contractor to suspend work on account of bad weather, or other unfavorable conditions, nor permission by the Engineer to continue work during bad weather or other unfavorable conditions, shall be a cause for the acceptance of any work which does not comply in every respect with the contract and specifications.

ANNULMENT OF CONTRACT

If the Contractor fails to begin the work under the contract within the time specified, or fails to perform the work with sufficient materials to insure proper completion of said work, except in cases for which an extension of time is provided, or shall perform the work unsuitably or neglect or refuse to promptly remove materials or again promptly perform such work as shall be rejected as defective or of unsuitable or shall discontinue the prosecution of the work, or if the Contractor becomes insolvent or to be declared bankrupt, or commit any act of bankruptcy or insolvency, or allow any final judgment to stand

against him unsatisfied for a period of forty-eight (48) hours or shall make an assignment for the benefit of creditors or shall fail to make prompt payment for all subcontractors and/or material, for material and/or labor supplied, or shall persistently disregard any State, Federal, local or municipal laws, ordinances, rules, or regulations pertaining to the work or shall disregard the instructions of the Engineer, or from any other cause whatsoever shall not carry on the work in an acceptable manner, the Engineer may give notice in writing, mailed to the Contractor and/or Surety of such delay, neglect, default, specifying same, and if the Contractor within the period of three (3) days after such written notice is mailed, shall not proceed in accordance with same, then the City shall upon written certificate from the Engineer of the fact such delay, neglect, or default, and the Contractor's failure to comply with such notice, have full power and authority without prejudice to any of its other rights or remedies and without violating the contract, to terminate the employment of said Contractor and to take possession of the work out of the hands of said Contractor and to take possession of the premises and to appropriate the use of any or all materials, appliances, and equipment on the premises, and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in its opinion, shall be deemed expedient and necessary for the completion of said contract in accordance with the plans and specifications, and within such time as in the judgment of the City, the public interests may require. In the event of any of the aforementioned circumstances arising at any time or times, the City shall have the right to withhold, without the payment of interest, any sum or sums of money due or to become due the Contractor until the interests of the City have been fully protected to the satisfaction of the Engineer. All costs and expenses incurred by the City together with the cost of completing the work under the contract, including the cost of additional managerial and administrative services, if any, shall be deducted from the monies due or which may become due said Contractor. In the case of expense so incurred by the City shall be less than the sum which would have been payable under the contract if it had been completed by said Contractor, then the said Contractor shall be entitled to receive the difference; and in case such expense shall exceed the sum which would have been payable under the contract, Contractor and/or Surety shall be liable therefor, and shall pay the amount of the differences to the City within ten (10) days after written notices mailed to the Contractor and/or Surety. The expense, loss, or damage, including the cost of additional managerial and administrative services, if any, incurred by the City through the Contractor's default shall be certified by the Engineer, and such certification shall be conclusive and recognized and accepted as the correct amount of the loss sustained by the City and all parties concerned.

MEASUREMENT OF QUANTITIES

All work completed under the contract shall be measured by the Engineer according to the United States Standards of Measures.

MATERIALS AND WORK NOT PAID FOR BY THE CONTRACTOR

When written notice is given to the Engineer before or within ten (10) days after the completion and conditional acceptance of the entire work under the contract by persons having done work or furnished materials for such contract that there is money due and unpaid for said work and materials, the Contractor shall furnish the Engineer with satisfactory evidence that said money has been fully paid for satisfactorily secured by him. In case such evidence is not furnished as aforesaid, such amounts as may be necessary to meet the claims of the persons or aforesaid may be retained from any monies due the Contractor under the contract until the liabilities aforesaid shall be fully discharged or such notices withdrawn. The City or the Engineer may also, with the written consent of the Contractor, use any money retained, due or become due under the contract, for the purpose of paying for both labor and materials for the work, for which claims have been filed in the office of the Engineer.

NO ESTOPPEL OR WAIVER OF LEGAL RIGHTS

The City, or the Engineer, shall not be precluded or estopped by any measurement, estimate, or certificate made or given by them, or by any agent or employee of the City, under any provision or provisions of the contract, at any time, either before or after the completion and acceptance of the work and payment therefor, pursuant to any measurement, estimate or certificate from showing the true and correct amount and character of the work performed and materials furnished by the Contractor or from showing at any time that any such measurement, estimate, or certificate is untrue or incorrectly made in any particular, or that the work or materials or any part thereof, do not conform in fact to specifications and contract, and the Engineer shall have the right to reject the whole or any part of the aforesaid work or materials, should the said measurement, estimate, or certificate or payment be found or be known to be inconsistent with the terms of the contract, or otherwise improperly given, the City shall not be precluded and estopped, notwithstanding any such measurement, estimate, certificate, and payment in accordance therewith from demanding and recovering from the Contractor and his Surety such damages as it may sustain by reason of his failure to comply with terms of the specifications and contract. Either the acceptance by the City, the Engineer, or any agent or employee of the City, nor any certificate by the City for payment of money, nor any payment for, nor acceptance or use of, the whole or any part of the work, by the City or the Engineer, nor any extension of time, nor any possession taken by the City or its employees, shall operate as a waiver of any portion of the contract, or of any power herein reserved by the City, or any right to damages herein provided, nor shall any waiver of any breach of the contract be held to be a waiver of any other or subsequent breach.

SUBCONTRACTORS

The Contractor shall give his personal attention to the faithful performance of the work, shall keep the same under his control, and shall not assign the contract by power of attorney or otherwise, nor sublet the work or any part thereof, without the previous written consent of the Engineer; he shall state to the Engineer in writing the name of each subcontractor he intends employing, the portion of work which he is to do or the materials which he is to furnish, his place of business and such other information as the Engineer may require, in order to know whether or not said subcontractors are reputable and reliable and able to perform the work or to furnish the materials as called for in the specifications. No subcontractor shall be engaged upon any branch of the work who is not thoroughly practical and responsible and at the time of making this contract, conducting business in the particular branch or trade for which he is employed.

The Contractor shall not, either legally or equitably, assign any of the monies payable under the contract, or his claims thereto, unless by and with the consent of the Engineer.

The Contractor shall not be released from any of his liabilities or obligations under this contract should any subcontractor or subcontractors fail to perform in the satisfactory manner the work undertaken by him or them.

The Contractor agrees that he is fully responsible to the City for the acts or omissions of his subcontractor, and of persons either directly or indirectly employed by them, as he is for the acts or omissions of persons directly or indirectly employed by him.

Subcontracts, if any, shall be let promptly after the signing of the contract.

Nothing contained in the contract shall create any contractual relation between any subcontractor and the City.

The Contractor shall furnish the City with a written list of all subcontractors, if any, to be used in connection with this contract. The City reserves the right to reject the use of any subcontractors for any reason whatsoever.

CLAIMS TO BE MADE PROMPTLY

Should the Contractor be of the opinion, at any time or at times, that he is entitled to any additional compensation whatsoever (over and above the compensation stipulated in these contract documents or for quantities and/or amounts over and above the quantities and/or amounts allowed or approved by the Engineer), the damages, losses, costs, and/or expenses alleged to have been sustained, suffered, or incurred by him in connection with the project herein contemplated, he shall, in each instance, within five (5) days after such alleged damages, losses, costs, and/or expenses shall have been sustained, suffered, or incurred, make a written claim therefor to the Engineer. On or before the fifteenth (15th) day of the calendar month succeeding that in which such damages, losses, costs, and/or expenses shall have been sustained, suffered, or incurred, the Contractor shall file with the Engineer a written, itemized statement of the detailed amounts of each such claim or damage, loss, cost, and/or expense and unless such claim for such additional compensation shall be held and taken to be absolutely invalidated, and he shall not be entitled to any compensation on the account of each such alleged damage, loss, cost, and/or expense.

The provisions of this section shall be held and taken to constitute a condition precedent to the right of the Contractor to recover; they shall also apply to all claims by the Contractor in any way relating to the complete project; and even though the claims and/or work involved may be regarded as "outside the contract."

It is understood and agreed, however, that nothing in this section contained shall be held or taken to enlarge in any way the rights of the Contractor or the obligations of the City under these contract documents.

EXTRA WORK A PART OF THE CONTRACT

No order for extra work nor the doing of any extra work, at any time or place, shall in any manner or to any extent relieve the Contractor from any of their obligations under the contract documents; all extra work orders being given and all extra work being done, under, and in accordance with the contract are to be considered a part of the same and subject to each and every one of the terms and requirements of the contract documents.

SCOPE OF PAYMENT

The Contractor shall receive and accept the compensation, as provided in the Bid or Proposal, in full payment for furnishing all materials, labor, tools, and equipment and for performing all work contemplated and embraced under the contract. Also for all loss of damages arising out of the nature of the work, or from the action of the element or from any unforeseen difficulties or obstructions, which may arise or be encountered during the prosecution of the work, until its final acceptance by the City, and for risks of every description connected with the prosecution of the work, until its final acceptance by the City, and for all risks of every description connected with the prosecution of the work, also for all expenses incurred by, or in consequence of the suspension or discontinuance of the prosecution of the work as herein specified, and for any actual or alleged infringement of patent, trade name, or copyright and for completing the work and the whole thereof, in an acceptable manner according to the plans and specifications. The payment of any current or final estimate, or of any retained percentage, shall in no way or in a degree, prejudice, or affect the obligations of the Contractor, at his own cost and expense, to renew or replace any defects and imperfections in the construction of the work or in the strength of the quality of materials used in or about the construction of the work under contract and its appurtenances, as well as all damages due or attributable to such defects, which defects,

imperfections, or damages shall be discovered on or before the final inspection and acceptance of the work, and of which defects, imperfections, or damages, the Engineer shall be the judge, and the said Contractor shall be liable to the City for failure so to do.

PARTIAL PAYMENTS

The Engineer will make current estimates in writing, once each month, of the materials in place complete, and the amount of work performed in accordance with the contract, during the preceding month or period, and the value thereof figured at the unit prices of the contract, and in case of lump sum items, figured on the basis of the schedule of values to be agreed upon, as therein after provided for.

For the total of the amounts so ascertained will be deducted an amount equivalent to ten percent (10%) of the whole to be retained by the City until after the completion of the entire contract, in an acceptable manner, and the balance or sum equivalent to ninety percent (90%) of the whole, shall be paid to the Contractor by the City.

Schedule of values of the various parts of work to be done under lump sum items shall be agreed upon by the Contractor and the Engineer, and such schedules shall be the basis for determining the amount allowed the Contractor on account of such lump sum items, partial estimates, or payment under the contract.

PAYMENTS MAY BE WITHHELD

Payments may at any time be withheld if the work is not proceeding in accordance with the contract, or if, in the judgment of the Engineer, the Contractor is not complying with requirements of the contract documents.

CONDITIONAL ACCEPTANCE

Whenever, in the opinion of the Engineer, the Contractor shall have completed the work in an acceptable manner in accordance with the terms of the contract, the Engineer shall make an inspection of the entire work, and upon inspection and acceptance, completion of all repairs and renewals which may appear at the time to be necessary, in the judgment of the Engineer, he shall certify to the owner in writing as to said completion, and as to the value thereof. The aforesaid certificate shall be held and taken to evidence the conditional acceptance of the entire work by the Owner as of the date thereof, and an additional five percent (5%) of the whole value of the work over and above any and all other reservations and/or deductions which the City is, by the terms of the contract documents or otherwise, entitled or required to make and obtain and shall hold said five percent (5%) for a period of three (3) months from and after the date of such certificate and conditional acceptance, and the City shall be authorized to apply the whole or any part of said five percent (5%) so retained to any and all costs of repairs and renewals of the work and appurtenances which may become necessary, in the judgment of the Engineer, during such period of three (3) months on account of any failure or defects in said work and appurtenances due to improper work done or materials furnished by the Contractor, if the Contractor shall fail to make such repairs or renewals within three (3) days after receiving notice from the City to do so.

FINAL ACCEPTANCE OF PAYMENT

Upon the expiration of the aforesaid three (3) months from and after the date of certificate of conditional acceptance of the work, the Engineer shall make final inspection of the entire work, and upon confirmation of all repairs and renewals which may appear at that time to be necessary in the judgment of the Engineer, he shall certify to the Owner in writing as to the final acceptance of the entire project. The Owner, upon receipt and approval of said certificate, shall pay, or cause to be paid under the

contract, except such sums which have already been paid and except such sum or sums as may have been expended by the Owner under the provisions of the contract documents and less any other deductions the Owners may be otherwise entitled to make.

The last mentioned certificate issued by the Engineer shall be deemed and accepted by all of the parties hereto as evidencing the final completion and acceptance of the entire project, and the payment made by the Owner to the Contractor pursuant to the issuance of said certificate of final completion and acceptance shall be deemed to be accepted by all of the parties hereto as the final payment to be made by the Owner to the Contractor, all prior certificates or estimates upon which payments may have been made being partial estimates and subject to correction in said final payment.

LAST PAYMENT TO TERMINATE LIABILITY OF THE OWNER

The acceptance by the Contractor of the final payment shall operate as and be a release of the Owner and every agent thereof from all claims and liabilities to the Contractor for anything done or furnished or relating to the work, or for any act or neglect of the Owner or any persons relating to or affecting this work.

NO LIMITATION OF LIABILITY

It is understood and agreed that any and all duties, liabilities, and/or obligations imposed upon or assumed by the Contractor and the Surety, or either of them by or under the contract documents, shall be taken and construed to be cumulative, and that the mention of any specific duty, liability, or obligation imposed upon or assumed by the Contractor and/or Surety under the contract documents shall not be taken or construed as a limitation or restriction upon any or all of the other duties, liabilities and/or obligations imposed upon or assumed by the Contractor and/or Surety by or under the contract documents.

REMEDIES CUMULATIVE

All remedies provided in the contract documents shall be taken and construed to be cumulative; that is, in addition to any and all other remedies provided therein and to any remedies in law or equity which the City would have in any case.

LEGAL ADDRESS

The address given in the bid or proposal is hereby designated as the legal address of the Contractor. Such address may be changed at any time by notice in writing delivered to the Engineer. The delivering of such legal address or the depositing in any post office, in a postpaid, registered wrapper direct to the above-mentioned address of any notice, letter, other communication to the Contractor, shall be deemed to be a legal and sufficient service thereof upon the Contractor.

CONTRACTOR'S EXPENSE

All things required by the contract documents to be done, furnished, and/or installed shall be done, furnished and/or installed by the Contractor at his entire cost and expense, unless otherwise provided therein.

NIGHT, WEEKEND, AND CITY HOLIDAY WORK

No night work between the hours of 5:00 p.m. and 8:00 a.m., no work on Saturday, Sunday, and no work on any City Holiday shall be permitted except with written permission of the Engineer. If the Contractor decides to work on those above days, he shall reimburse the City for the salaries and wages of the City Construction Inspectors. Compensation shall include direct payroll cost and fringe benefits.

The Contractor shall notify the Engineer in writing at least two (2) days in advance of such days he desires to work.

STRIKES, ETC.

The Contractor shall adjust all strikes, or other labor troubles, and no allowance will be made for such delays in the time limit herein named.

ACCESS TO WORK

The Engineer may at any time enter upon the work and the premises used by the Contractor, and the Contractor shall provide proper and safe facilities by means of ladders or otherwise to secure convenient access to all parts of the work, and all other facilities necessary for inspection, as may be required by the Engineer.

GUARANTEE

The Contractor hereby guarantees all work performed under this contract for a period of one (1) year from the date of the "Final Acceptance and Payment" thereof by the City as follows:

Against all faulty or imperfect materials and against all imperfect, careless, and/or unskilled workmanship.

That the work performed under this contract, including all mechanical and electrical equipment and appurtenances, and each and every part thereof, shall operate (with proper care and maintenance) in a satisfactory and efficient manner and in accordance with the requirements of these contract documents.

The Contractor agrees to replace with proper workmanship and materials, and to re-execute, correct, or repair, without cost to the City, any work which may be found to be improper or imperfect and/or which does not operate in a satisfactory manner or fails to perform as specified.

The guarantee obligations assumed by the Contractor under these contract documents shall not be held or taken to be in any way impaired because of the specifications, indication or approval by or on behalf of the City of any articles, materials, means, combinations, or things used or to be used in the construction, performance, and completion of the work or any part thereof.

No use or acceptance by the City of the work or any part thereof, nor any failure to use the same, nor any repairs, adjustments, replacements, or corrections made by the City due to the Contractor's failure to comply with any of his obligations under these contract documents, shall impair in any way with the guarantee obligations assumed by the Contractor under these contract documents.

HOURS OF LABOR

Eight (8) hours shall constitute a day's work for all laborers, workmen, or mechanics directly employed by the Contractor and all subcontractors on the project, except in time of war or at other times of emergency when it may be necessary to work more than eight (8) hours in any one calendar day to protect or save human life or property, and the Contractor or any of his subcontractors shall not require or permit any laborer, workmen, or mechanics to work more than eight (8) hours in any one calendar day while engaged on the project, except at times hereinbefore specifically mentioned.

WAGES PAYABLE UNDER MUNICIPAL CONTRACTS, ETC.

SECTION 2-1, Wilmington Code, Chapter 20, Article IV.

SECTION 20-44

Definitions.

For the purposes of this article, the following words and phrases shall have the meanings respectively ascribed to them by this section:

- "City Work"** All building or construction work or projects of any kind or nature, including repair, alteration, and remodeling done on behalf of the City under any contract awarded by the City for building or constructing any building or structure, or the repair, alteration, and remodeling thereof or any other project subject to the determination by the Procurement and Records Division Manager and the State Department of Labor and Industrial Relations in accordance with the provisions of Sections 101 to 129 of Title 19 of the Delaware Code, involving the hourly wages for the respective occupational classifications within a given craft, trade, or industry for the City area.
- "Contractor"** Any employer who has been awarded any contract for the City work as defined herein.
- "Contracts"** Contracts for the performance of City work entered into by the City with contractors and all contracts entered into between such contractors and subcontractors involving or regarding such work.
- "Employee"** A workman or mechanic of the employer.
- "Employer"** Any person who is a party to a contract or subcontract for the performance of any City work as defined herein.
- "Occupational Classifications"** The specific categories of jobs within a given craft, trade, or an industry for which a separate hourly wage rate for the City area as is determined by the Procurement and Records Division Manager and the State Department of Labor and Industrial Relations in accordance with the provisions of Section 101-129 of Title 19 of the Delaware Code.
- "Prevailing Wages"** An aggregate of:
- 1) The hourly wages for the respective occupational classifications within a given craft, trade, or industry for the City area determined by the Procurement and Records Division Manager and the State Department of Labor and Industry Relations in accordance with the provisions of Sections 101-129 of Title 19 of the Delaware Code; provided, however, that during the period of any substantial work stoppage involving rates of wages in a given craft, trade, or industry, such wages for such craft, trade, or industry shall be those as last so determined by the Procurement and Records Division Manager prior to such work stoppage, and

- 2) The additional benefits, for which a monetary equivalent may be determined, and which are given employees pursuant to a bona fide collective bargaining agreement for their respective craft, trade, or industry in the City area, or the monetary equivalent of such benefits.

SECTION 20-45

Required Contract Provision

The specifications for all City work contracts shall contain a reference that the minimum wages paid for each occupation classification of employees shall be the prevailing wages as determined by the Procurement and Records Division Manager and the State Department of Labor and Industrial Relations. Each contract, as defined in this article, involving any City work shall contain a provision that all employees performing City work shall be paid at least the applicable prevailing wages. Every contract involving any City work shall contain a provision that the Contractor shall require all subcontractors to comply with and be bound by all of the provisions of this article.

As a condition precedent to awarding of any construction contract by the City, all bidders shall be compelled to agree and abide by any Federal, State, County, or municipal statutes, ordinances, or regulations thereof, pertaining to plans for the hiring of persons belonging to minority groups or to any reasonable plans or agreements formulated among the contractors, construction trade unions, and the various neighborhood civic groups concerned with the elimination of discriminatory hiring practices in the construction industry.

The awarding of any City construction contracts shall be made to the lowest responsible bidder who agrees to abide by all Federal, State, County or municipal statutes or ordinances, or rules or regulations which may prohibit the discriminatory hiring practices by a person's race, color, religion, national origin, or political opinion, and who further agrees to promptly comply with any reasonable plan to be formulated by the hiring of persons of minority groups that results from either Federal, State, County or City statutes, ordinances, rules and regulations, or agreements among the construction trade unions, the contractors, and the various neighborhood groups concerned with the elimination of discriminatory hiring practices.

The Finance Department's Division of Procurement and Records shall notify in writing, or include in all specifications, the pertinent provisions of this section, to apprise all bidders on City construction contracts of this requirement (Ordinance No. 70-055, Section 3).

SECTION 20-46

Affidavit of Compliance with Article Prerequisite to Payment by City; Monthly Payroll Report.

All contractors and subcontractors performing City work shall file with the Procurement and Records Division Manager, an affidavit upon each payment being made by the City to such contractors and subcontractors pursuant to a contract that the provisions of this article have been complied with prior to the City making any payment. The affidavit shall also provide that the contractor or subcontractor has posted in a conspicuous place on the job site a list of the prevailing wages for the respective occupational classifications; and he shall submit with the affidavit a monthly report stating the number of workers in each classification, and the total gross payroll paid by him to each classification (Ordinance No. 73-077, Section 1).

SECTION 20-47

Violation of Article.

The violation of this article shall be considered a substantial breach of contractor's obligation under the contract; provided, however, that this article shall not be deemed to have been violated where it is contended that a particular craft, trade or industry is not the appropriate one and the wages applicable to the craft, trade or industry working under the contract have been paid the prevailing wages as determined for the craft, trade or industry contract. No contract for City work shall be awarded to any contractor or subcontractor who has violated any provision of this section until five (5) years have elapsed from the date of determination of such violation, and shall be fined no more than five thousand dollars (\$5,000.00) for each violation (Ordinance No. 73-077, Section 2).

PLANS, ETC., TO BE FOLLOWED

The approved plans attached to and made a part thereof will show the details and dimensions of the work contemplated, which shall be performed in strict accordance therewith and in accordance with the specifications. There shall be no deviation from the plans, specifications, etc., on account of the exigencies of construction, unless approved by the Engineer and authorized in writing.

INTERPRETATION OF PLANS, ETC.

On all plans, drawings, etc., the following dimensions shall govern in the case of discrepancy between the scales and figures. The Contractor shall take no advantage of any error or omission in the plans or of any discrepancy between the plans and specifications, and the Engineer shall make such corrections and interpretations as may be deemed necessary for the fulfillment of the intent of the specifications and of the plans as construed by him. In all cases of doubt as to the true meaning of the specifications, plans and/or drawings, the decision of the Engineer will be final and conclusive.

ALTERATION OF PLANS OR OF CHARACTER OF WORK

The Engineer reserves the right to make such alterations in the plans or in the character of the work as may be considered necessary or desirable from time to time to complete fully and perfectly the construction of the work, provided such alterations do not change materially the original plans and specifications of such alterations shall not be considered as a waiver of any condition of the contract nor to invalidate any of the provisions thereof. Should such alterations in the plans or in character of the work be productive of increased cost or result in decreased cost to the Contractor, a fair and equitable sum therefor to be agreed upon in writing by the Contractor and the Engineer, before such work is begun, shall be added to or deducted from the contract price, as the case may be. No allowance will be made for anticipated profits on the work omitted.

PLANS AND SPECIFICATIONS FURNISHED TO CONTRACTOR

The Contractor will be supplied by the Engineer with a reasonable number of copies of the plans and specifications and he shall have available on the work at all times during the prosecution of the work, one (1) copy of said plans and specifications.

TEST OF SAMPLES OF MATERIALS

All tests of materials will be made by the City in accordance with official approved methods as described or designated. The Contractor shall cooperate with and assist the Engineer in taking samples and packing them for shipment to a laboratory.

STORAGE OF MATERIALS

Materials shall be stored so as to insure the preservation of their quality and fitness for the work. When considered necessary, they shall be placed on wooden platforms, or other hard, clean surfaces, and not on the ground, and shall be placed under cover when directed. Stored materials shall be located so as to facilitate prompt inspection. Lawns, grass plots, or other private property shall not be used for storage purposes without written permission of the owner or lessee.

QUALITY OF MATERIALS AND WORKMANSHIP

All materials furnished and all work done in carrying out the contract shall be of the best quality and especially adapted to the services required. Wherever the characteristics of any materials are not particularly specified, such materials shall be used as is customary in first class work of the nature for which the material is employed. The source of supply and quality of each of the materials shall be approved by the Engineer before the delivery is started. Representative preliminary samples of the character and quality herein described shall be submitted by the Contractor when indicated or directed, for examination or test, and written approval of the quality of such samples shall be received by the Contractor prior to obtaining materials from the respective sources of supply. Only such materials as conform to the requirements of these specifications shall be used in the work. All materials proposed to be used may be inspected at any time during the progress of their preparation and use. All materials shall be approved before being incorporated in the work, and shall be new and unused.

Representative samples of all materials requiring laboratory tests shall be taken, and such materials shall be used only after written approval has been received by the representative of the Engineer in charge of the work, and only so long as the quality of said materials remains equal to requirements.

DIMENSIONS AND LEVELS

The Contractor shall be solely responsible for construction of work at proper lines and elevations and no plans as to instructions or orders received from any source other than the information contained in the drawings or specifications, or in written orders of the Engineer, shall justify departure from the lines and elevations as shown on the plans.

MAINTENANCE, REPAIRS, ETC., AFTER COMPLETION

The Contractor, at his entire cost and expense, shall maintain all portions of the work included in the contract to meet the requirements of these specifications for and during a period of three (3) months from and after the date of the conditional acceptance of the entire work by the City, and in addition, shall at his entire cost and expense, make all repairs and replacements of the work and appurtenances which may become necessary, in the judgment of the Engineer, at any time or times, during said three (3) months, on account of any failure or defects in said work and appurtenances due to improper work done or materials furnished by the Contractor.

DELINQUENT TAXES, ETC.

The City shall have the right to set off against all monies due and payable under the provisions of this contract the sum representing the total amount of delinquent taxes and/or water sewer charges owed the City by the Contractor or any of its subcontractors. The monies so set off shall be credited to the amount shown by the tax and or water sewer records to be delinquent, said records shall be prima facie evidence of the true and correct amount of taxes and or water sewer charges due to the City.

The term "delinquent taxes" as used herein applies only to uncollected taxes, license fees, and penalties owed by the Contractor or subcontractor, a subsidiary, or principal owner thereof; "principal owner" as used herein is one which owns a majority share or otherwise maintains a controlling interest in the Contractor or subcontractor. The City shall notify the Contractor in writing of its intention to make the aforesaid set off. If the Contractor and the City cannot agree as to either the amount or propriety of the set off, a formal hearing shall be held. The scope of said hearing shall be limited to the Contractor's good faith objections as to the validity or propriety of the tax and/or water sewer assessment or contemplated set off. If the dispute remains extant, the amount subsequently set off shall be deemed paid under protest.



City of Wilmington DBE Program and Bidders Requirements

DBE PROCUREMENT PROGRAM

Responsibilities of the Equal Opportunity/Contract Compliance Office (EO/CCO) are assumed by the City of Wilmington's Small, Minority Business Enterprise Office (SMBEO) in the Mayor's Office of Economic Development. The City of Wilmington has established laws and procedures to increase accessibility of contracting opportunities for small and minority businesses. The EO/CCO authority derives from Chapter 35, Article IV of the Wilmington City Code. This section of the Code addresses Equal Opportunity in Employment and City Contracts.

Mayor's Office of Economic Development/SMBEO
800 North French Street, 3rd Floor, Wilmington, DE 19801
(302) 576-2121 (Office) • (302) 571-4326 (Fax)
www.wilmingtonde.gov

DISADVANTAGED BUSINESS PROGRAM

In the performance of this contract, the contractor agrees to provide the information as described herein and to make its best efforts to include one or more types of disadvantaged businesses as subcontractors.

A Disadvantaged Business Enterprise means a business that is at least fifty-one percent (51%) owned and controlled by one or more socially disadvantaged individuals who, in fact, control the management and daily business operations of the business.

"Disadvantaged Individuals" are those who have been actual victims of discriminatory practices or individuals whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same business who are not so disadvantaged.

In determining the degree of diminished credit and capital opportunities, the City may consider, but shall not be limited to, reviewing the assets and net worth of disadvantaged individuals and disadvantaged businesses.

For purposes of determining the disadvantage in competing for City contracts, there shall be a presumption of economic disadvantage if an individual's net worth, exclusive of up to one hundred and fifty thousand dollars (\$150,000.00) of equity in his or her primary residence, is less than five hundred thousand dollars (\$500,000.00). The City may, in the administration of its programs, direct its assistance toward those economically disadvantaged individuals who are among the chronically unemployed and may identify demographic subgroups of disadvantaged individuals identified by race or national origin whenever current, verifiable local statistics confirm the existence of unemployment rates among such individuals that are more than fifty (50) percent above the prevailing overall unemployment rate statewide.

All contractors doing business with the City shall show good faith efforts to obtain minority and other disadvantaged subcontracting businesses' participation. Good faith efforts shall be evidenced by listing each disadvantaged business enterprise (DBEs) contacted, showing the name and address of each, the names of contact persons, telephone numbers, sources used to identify DBEs, methods used to make contact, dates firms were contacted, responses, dates responses were received, type of subcontract, reasons for rejection if the firm is not used, and estimated value of each subcontract, through completion of the City's Form DBE-1.

The federal set-aside program requirements for any applicable federally funded contract are fully applicable to the City of Wilmington, such that contractors will be subject to federal penalties of non-compliance if a contract or any subcontract awarded involves the federal set-aside program and the contractor fails to meet its requirements as to that program.

GOAL STATEMENT PROVISION FOR DISADVANTAGED BUSINESS PARTICIPATION

In order to expand opportunities and insure fair participation for disadvantaged individuals and businesses in its construction, goods and services and professional service contracts, the City has set purchasing goals for its fiscal year 1991 in each of these three procurement categories. Except to the extent that the Director of the Minority Business Office determines otherwise, such as for utilities, telephone, etc., the City shall endeavor to achieve, and shall require evidence of good faith efforts by bidders and contractors to achieve the goals of contracting with disadvantaged individuals or disadvantaged businesses for the following percentages of the total dollar amount of each contract in these three purchasing categories:

1. A goal of 20% for all construction contracts;
2. A goal of 10% for all professional service contracts; and
3. A goal of 5% for all goods and other contracts.

Notes:

1. If the contractor customarily performs the work required in any subcontracting category by workers regularly employed by the contractor in his own organization, the contractor does not have to try to subcontract such work to others solely to comply with the DBE requirements. In such cases, however, the contractor shall clearly note this fact on the applicable DBE form(s), and the burden of proof shall be on the contractor to demonstrate the accuracy thereof upon inquiry by the City.
2. Female-owned businesses do not, per se, qualify as DBEs.
3. Questions regarding the DBE program and directory should be directed to the City's EEO/Contractor Compliance Office at (302) 576-2121.

ADDITIONAL GOOD FAITH EFFORT (CHANGES TO Chapter 35 of the City Code)

Ordinance No. 09-057, effective December 1, 2009, requires the following DBE changes within the "Good Faith Efforts" in bidding regarding disadvantaged business enterprises (DBE's).

Subcontractors Listing

Identify all subcontractors that the bidder plans to utilize as well as listing the amount of money that will be paid to each of the subcontractors as part of the contract

DBE Replacement

Contractors are further required to make good faith efforts to replace any disadvantaged business enterprise ("DBE") that is terminated or has otherwise failed to complete its work on a contract. In such situations, the general contractor shall be required to notify immediately the City's DBE Office and provide reasonable documentation regarding any DBE's inability or unwillingness to perform the contracted work. The City's DBE Office shall require the general contractor to obtain prior approval for the DBE that will be used as a substitute, and the general contractor must provide copies of new or amended subcontracts along with documentation of the good faith efforts made in acquiring the substitute DBE.

DBE Payment

General contractors shall pay all correct invoices for the completed work of any DBE subcontractor within 10 days of receipt by the prime contractor of payment by the City. Noncompliance with this section shall subject the general contractor to penalties as provided in Section 35-135(e).

The ordinance further provides administrative additional penalties for noncompliance in addition to the penalties already provided for in the Ordinance:

1. Suspension of contract;
2. Withholding of contract funds;
3. Termination of contract based on material breach;
4. Refusal to accept a future bid; and
5. Disqualification from eligibility for providing goods or services to the City for a period not to exceed 2 years.

DBE FORMS

Contractors must file with the City, as applicable, the City's DBE Forms as follows:

1. ***DBE-1:** A listing of the subcontractors included in the bid, by which a bidder acknowledges having read the DBE goal provisions in Attachment 1 and states that the bidder will expend a percentage of the dollar amount of the contract for DBE subcontractors, if any.
2. ***DBE-2:** A listing of the subcontractors and other information to provide evidence of good faith efforts to include DBE's in subcontracts. This form must be completed and submitted with the bid, regardless of the level of DBE participation.
3. ***DBE-3:** DBE verification form stating the ownership information regarding any business seeking to qualify as a City-certified DBE, if not listed in DBE Directory.
4. **DBE-4:** A DBE contract participation report requiring that the general contractor submit a report regarding DBE contract participation at the time the contract is entered into, when 50% and when 100% of each DBE subcontractor's portion of the construction project has been completed.
5. ***DBE-5:** A listing of ***ALL subcontractors*** to be utilized on the contract. This form must be completed and submitted with the bid, regardless of the level of DBE participation.

FEDERAL Dollars involved in City Contracts:

A DBE Utilization form(s), including reference to minority business enterprise participation if a federal program is involved, and an indication as to whether a disadvantaged business enterprise (DBE) status is claimed. These EPA (DBE Forms 6100-3 & 6100-4) forms are required by both the SRF and EPA Grant funding programs.

If you need additional information on the DBE Program or assistance completing the DBE Forms, please contact the office by one of the following methods:

Email: smbeo@wilmingtonde.gov

Phone: (302) 576-2121

Address: Small, Disadvantage Business Enterprise Office (SMBEO)
Mayor's Office of Economic Development
Louis L. Redding Building, 3rd Floor
800 North French Street
Wilmington, DE 19801
www.wilmingtonde.gov

*Mandatory to be submitted back with Bid Documents.

EFFORTS TO OBTAIN DBE SUBCONTRACTORS DBE FORM 1 – DBE FORM 2 EXPLANATION

[NOTE: DBE FORM-2 MUST BE COMPLETED BY ALL BIDDERS REGARDLESS OF THE LEVEL OF PARTICIPATION OF DBEs IN THE BID.]

All contractors doing business with the City are required to show good faith efforts to obtain DBE subcontracting businesses' participation. The burden is on the bidder to evidence such good faith efforts by means of the information required on this page. Failure to complete this form and/or failure to make good faith efforts to obtain DBE participation are grounds for rejecting any bid. Further, bidders are expected to make such good faith efforts to obtain DBE participation in connection with each and every subcontract, if any. The City's goals for DBE participation are listed on Attachment 1 to this form. These goals are not set-aside requirements, but they are the overall goals which the City is endeavoring to achieve through the disadvantaged business program. Each person or firm who or which submits a bid for City contracts is expected to demonstrate good faith efforts by actively and aggressively seeking out DBE participation in the contract to the maximum extent, to meet the City's goals, given all relevant circumstances, and shall complete all forms and follow guidelines as required by the Minority Business Office. The following are examples of the kinds of efforts that may be taken but are not deemed to be exclusive or exhaustive and the City's Minority Business Office may consider other factors and types of efforts that may be relevant:

1. Efforts made to select part of the work to be performed by DBEs in order to increase the likelihood of achieving the City's goal for that type of contract. Selection of parts of the work should at least equal the City's goal for DBE participation in that type of contract.
2. Written notification, at least ten (10) days prior to the opening of a bid, soliciting individual DBEs interested in participation in the contract as a subcontractor and for specific items of work.
3. Efforts made to negotiate with DBEs for specific items of work as detailed below and whether initial contacts to solicit DBE participation were followed up to determine with certainty whether DBEs were interested. A description of information provided to DBEs regarding plans and specifications and estimated quantities for parts of the work to be performed. A statement of why additional agreements with DBEs were not reached. Documentation of each DBE contacted but rejected and the reasons for the rejection.
4. Documentation that DBEs are not available or not interested.
5. Advertisements in general circulation media, trade association publications, and DBE media of interest in utilizing DBEs and specific areas of interest.
 - a. Efforts to use effectively the services of organizations that provide assistance in recruitment and placement of DBEs.
 - b. Whether the bidder selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the bidder might otherwise perform these work items with its own forces.

DBE FORM 3 – DBE FORM 4 – DBE FORM 5 EXPLANATION

DBE FORM 3

DBE-3: DBE verification form stating the ownership information regarding any business seeking to qualify as a City-certified DBE.

- This form must be submitted back with the bid when the contractor is working with a company who they believe to be eligible for the City of Wilmington's DBE Program. The SMBEO Office reserves the right to determine the eligibility and verification of eligibility for the firm listed on DBE Form 3.
- The burden is on the bidder to evidence such good faith efforts by means of providing the contact information for the DBE firm listed on the DBE Form 3. If a firm is determined to be an eligible DBE firm, the total dollar value of the participation by the DBE will be counted toward the contract requirement. The total dollar value of participation by a certified DBE will be based upon the value of work actually performed by the DBE and the actual payments to DBE firms by the Contractor.
- Failure to complete the DBE 3 form and/or failure to make good faith efforts to obtain DBE participation are grounds for rejecting any bid.

DBE FORM 4

DBE-4: DISADVANTAGED BUSINESS ENTERPRISE – CONTRACT PARTICIPATION REPORT

- The Contractor shall provide the DBE Office with an accounting of payments made to Disadvantaged Business Enterprise firms, including material suppliers, contractors at all levels (prime, subcontractor, or second tier subcontractor). This accounting shall be furnished to the DBE Office when the contract is entered into by the general contractor and the subcontractor, when 50% and when 100% of each DBE subcontractor's portion of a project has been completed. Failure to submit this information accordingly may result in the following action or other action as deemed by the City:
 1. Withholding of money due in the next partial pay estimate; or
 2. Contractor may be disqualified from further bidding for a period as designated.

DBE FORM 5

DBE-5 SUBCONTRACTORS' REPORT

- The Contractor shall provide the DBE Office with a listing of ALL sub contractors to be entered into contract with this bid. DBE subcontractor(s) are not to be listed on this form but on form DBE #1 (Ord. 09-057).
- Failure to complete the required Subcontractor's form (DBE Form 5) will be grounds for the disqualification of such bid as being a responsive bid.

To Be Submitted with Bid

CONTRACT: _____

FORM DBE-1
(Rev. 10/09)

Failure to submit this completed form will be cause for rejection of your proposal

Bidder acknowledges that he has read the D.B.E. goal provisions of the City for this fiscal year and that bidder will expend the dollar amount of the contract for D.B.E. subcontractors through the use of the following disadvantaged business enterprises, subject to the certification by the City, as subcontractors and that Bidder has made good faith efforts* as evidenced by its listing of disadvantaged businesses that were contacted as detailed herein and on the following pages. (Must be completely filled out.)

**CITY OF WILMINGTON
DISADVANTAGED BUSINESS ENTERPRISE ("D.B.E.")
SUBCONTRACTOR LISTING**

D.B.E. Firm Name IRS Numbers	Mailing Address & Contact Number	Type of Service	Dollar Amount of Contract
Total Dollar Amount to be Expended for Disadvantaged Business Enterprises			
Total Amount of Contract			
Percentage of Contract used for D.B.E.			

Name of Authorized Official of Bidder **Title**

Company

*Good faith efforts shall be evidenced by listing each and every disadvantaged business enterprise (DBEs) contacted, showing the name and address of each, the names of contact persons, telephone numbers, sources used to identify DBEs, methods used to make contact, dates firms were contacted, responses, dates responses were received, type of subcontract, reasons for rejection, and estimated value of subcontract.

To Be Submitted with Bid

CONTRACT: _____

FORM DBE-2
(Rev. 10/09)

Failure to submit this completed form will be cause for rejection of your proposal

DBE Firm Name/Address	Contact Person(s) Email or Phone Number	Dates Contacted Initially and In Follow Up; Methods Used	Type of Subcontractor, plus Estimated Value	Reason for Rejection (If Firm Not Used) (If Bid "To High" Also Indicate Value)
1.			\$	
2.			\$	
3.			\$	

Were advertisements placed in general circulation media, trade association publications, and DBE media interested in DBE participation? If so, state details of the advertisement. If not, state why not.

What efforts were made to use the services of organizations that provide assistance in recruitment and placement of DBEs?

The following are examples of actions that may not be used as justification by the contractor or bidder for failure to meet DBE participation goals:

1. Failure to contract with a DBE solely because the DBE was unable to provide performance and/or payment bonds.
2. Equipment idled by contract with DBE.
3. Rejection of a DBE because of its union or non-union status.

If more DBE firms have been contacted, please list with supplemental form(s) on additional pages.

To Be Submitted with Bid if DBE is not listed in City DBE Directory

CONTRACT: _____

FORM DBE-3
(Rev. 10/09)

Failure to submit this completed form will be cause for rejection of your proposal

**CITY OF WILMINGTON
DISADVANTAGED BUSINESS REGISTRATION VERIFICATION FORM**

1.	NAME:		
2.	ADDRESS:		
3.	PHONE:	PRODUCT OR SERVICE LINE:	
4.	TYPE OF FIRM: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Individual <input type="checkbox"/> Other _____		
5.	EMAIL:		
6.	DATE OF ORIGATION OF FIRM:	EMAIL:	
7.	BUSINESS LICENSES HELD:	City:	State: Other:
8.	DISADVANTAGED OWNERSHIP OF FIRM:		
	NAME	OWNERSHIP % OF FIRM	DISADVANTAGED BUSINESS
a.			
b.			
c.			
d.			
e.			
f.			
9.	NON-DISADVANTAGED OWNERSHIP OF FIRM:		
	NAME	OWNERSHIP % OF FIRM	
a.			
b.			
c.			
d.			
e.			
f.			
8.	I hereby certify that the information above is true and complete to the best of my knowledge and belief, and that I have been duly authorized to make this certification on behalf of the firm.		

NAME (printed) _____

SIGNATURE _____

DATE _____

TITLE _____

FOR OFFICE USE ONLY

DATE RECEIVED: _____
DATE APPROVED: _____
INFORMATION VERIFIED: _____

The General Contractor is required to submit this Compliance Report to the Disadvantaged Business Development Officer, City/County Building, 3rd Floor, 800 French Street, Wilmington, Delaware 19801, when the contract is entered into by the general contractor and the subcontractor, when 50% and when 100% of each DBE subcontractor's portion of a construction project has been completed.

**DISADVANTAGED BUSINESS ENTERPRISE
CONTRACT PARTICIPATION REPORT**

1. Contract No. _____ Amount of Contract \$ _____
2. Name of General Contractor: _____
3. Address: _____
4. E-Mail Address: _____
5. The above-named contractor intends to fulfill its commitment to expend \$ _____ (____%), of its contract with Disadvantaged Business Enterprises ("DBEs"). The following year-to-date expenditure(s) has been made with a DBE Subcontractor(s):

Name/Address of DBE Subcontractor	Nature of Participation	Dollar Value/ Percent of Participation	Dollar Amount Expended to Date
1.			
2.			
3.			

CONTRACT COMPLETION DATE: _____

General Contractor

Name of Authorized Officer

Date

DBE Subcontractor

Signature of Authorized Officer

Date

Office Use Only (Prime) Payment Received: _____ Amount: _____ Date: _____ Payment Received: _____ Amount: _____ Date: _____
--

City of Wilmington
Contract Compliance Officer's Name

Date

City of Wilmington
Contract Compliance Officer's Signature

Date

CONTRACT: _____

Failure to submit this completed form will be cause for rejection of your proposal

**CITY OF WILMINGTON
SUBCONTRACTOR LISTING
(Do not include DBE Firms to be utilized)**

Subcontractor Name IRS Numbers	Mailing Address Contact Number or Email	Type of Service	Dollar Amount of Contract
Total Dollar Amount to Non-Disadvantaged Business Enterprises			
Total Amount of Contract			

Bidder acknowledges that he has identified all sub contractors that will be utilized as well as listing the amount of money that will be paid to each of the subcontractors as part of the contract (use additional pages if necessary).

Name of Authorized Official of Bidder

Title

Company

Date

STATE OF DELAWARE
DEPARTMENT OF LABOR
DIVISION OF INDUSTRIAL AFFAIRS
OFFICE OF LABOR LAW ENFORCEMENT
PHONE: (302) 761-8200

Mailing Address:
4425 North Market Street
3rd Floor
Wilmington, DE 19802

Located at:
4425 North Market Street
3rd Floor
Wilmington, DE 19802

PREVAILING WAGES FOR BUILDING CONSTRUCTION EFFECTIVE MARCH 13, 2020

CLASSIFICATION	NEW CASTLE	KENT	SUSSEX
ASBESTOS WORKERS	24.35	29.99	43.65
BOILERMAKERS	72.91	36.99	54.38
BRICKLAYERS	57.94	57.94	57.94
CARPENTERS	56.46	56.46	44.83
CEMENT FINISHERS	76.91	53.57	23.61
ELECTRICAL LINE WORKERS	48.43	41.53	31.66
ELECTRICIANS	72.49	72.49	72.49
ELEVATOR CONSTRUCTORS	99.43	68.69	34.03
GLAZIERS	77.25	77.25	60.35
INSULATORS	59.68	59.68	59.68
IRON WORKERS	67.70	67.70	67.70
LABORERS	49.20	49.20	49.20
MILLWRIGHTS	76.83	76.83	61.93
PAINTERS	53.71	53.71	53.71
PILEDRIVERS	79.62	41.92	33.90
PLASTERERS	31.79	31.79	23.56
PLUMBERS/PIPEFITTERS/STEAMFITTERS	72.05	56.29	62.21
POWER EQUIPMENT OPERATORS	73.29	73.29	73.29
ROOFERS-COMPOSITION	25.58	25.24	23.05
ROOFERS-SHINGLE/SLATE/TILE	19.59	23.29	18.32
SHEET METAL WORKERS	75.03	75.03	75.03
SOFT FLOOR LAYERS	54.59	54.59	54.59
SPRINKLER FITTERS	61.83	61.83	61.83
TERRAZZO/MARBLE/TILE FNRS	66.75	66.75	66.75
TERRAZZO/MARBLE/TILE STRS	74.02	74.02	74.02
TRUCK DRIVERS	32.77	29.22	22.75

CERTIFIED: 03/13/2020

BY: 

ADMINISTRATOR, OFFICE OF LABOR LAW ENFORCEMENT

NOTE: THESE RATES ARE PROMULGATED AND ENFORCED PURSUANT TO THE PREVAILING WAGE REGULATIONS ADOPTED BY THE DEPARTMENT OF LABOR ON APRIL 3, 1992.

CLASSIFICATIONS OF WORKERS ARE DETERMINED BY THE DEPARTMENT OF LABOR. FOR ASSISTANCE IN CLASSIFYING WORKERS, OR FOR A COPY OF THE REGULATIONS OR CLASSIFICATIONS, PHONE (302) 761-8200.

NON-REGISTERED APPRENTICES MUST BE PAID THE MECHANIC'S RATE.

THESE RATES ARE BEING PROVIDED IN ACCORDANCE WITH DELAWARE'S FREEDOM OF INFORMATION ACT.

THEY ARE NOT INTENDED TO APPLY TO ANY SPECIFIC PROJECT.

SECTION 1000

SUMMARY OF WORK

PART 1 – GENERAL

1.01 GENERAL

- A. The work of this Contract consists of furnishing, employing and installing all equipment, materials, and labor necessary to provide maintenance and repair of existing heating, air conditioning, ventilation and related systems such as hot water heaters and equipment included in Section 2000, Subsection 1.06, located at the following sites:
- Brandywine Filtration Plant Complex
 - Brandywine Pumping Station
 - Brandywine Screen House
 - Waterworks Center
 - Porter Filtration Plant
 - Porter Meter Building
 - Porter Sludge Building
 - Porter Chemical Building
 - Alapocas Pump Station
 - Cool Spring Pump Station
 - Cool Spring Gate House
 - Cool Spring Fountain Pit
 - Foulk Road Pump Station
 - New Castle Ave Pump Station
 - Kennett Pike Pump Station
 - Hillcrest Pump Station
 - Wills Pumping Station
 - Hoopes Pumping Station

1.02 SCOPE OF WORK

- A. Provide Scheduled Inspection and Maintenance Services over a twelve month period to perform inspections, and routine maintenance of the unit heaters, radiators and related non-boiler systems; air conditioning units; heat pumps; ventilation; dehumidification equipment; hot water boilers and related equipment as described in Appendix A. Payment for the scheduled services will be at the lump sum price bid.
- B. Provide Unscheduled (On-Call) Services during the twelve month period for the repair and or replacement of equipment. Such unscheduled services shall be performed only in response to specific requests by the City. The services should be performed within 24 hours of the request or as agreed upon at the time of the request. It should be assumed that work under unscheduled services would normally be performed during normal business hours

(8:30-4:30). Payment for the unscheduled services will be at the hourly rate bid submitted with the proposal.

- C. Provide Emergency Services during the twelve month period for the repair and/or replacement of instrumentation that fails. Such emergency services shall be performed only in response to specific requests by the City within 6 hours of the request. It should be assumed that work under emergency services would normally be performed outside of normal business hours. Payment for the emergency services will be at the hourly rate submitted with the proposal.
- D. Spare parts used during the course of this Contract will be purchased separately under the spare parts allowance. The cost shown in the Proposal Form is an estimated amount only and does not obligate the City to purchase any spare parts under this Contract.

1.03 GENERAL CONTRACTOR'S REQUIREMENTS

- A. Please note that Air Conditioning, Heating, Plumbing and Mechanical Refrigeration Contractors must be licensed by the Chief Plumbing Inspector in the City's Department of Licenses and Inspections. Successful completion of a trade test is required prior to obtaining these licenses. **Proof of licensure must be submitted with Bid.**
- B. The Contractor shall have experience with steam and electric unit heaters, split unit heat pumps, air conditioning units, BAC systems and related heating and ventilating system maintenance and repair as summarized below:
 - 1. Five years of maintenance and repair experience within the last seven years with the same type and size or larger equipment as currently installed at the City's facilities.
 - 2. Have experience with unit heater rebuilding and refurbishing.
 - 3. *References from municipalities, authorities or private utility companies where the Contractor performed similar services on similar size and type equipment. The Contractor shall include in its references any employee training, improvement, and certification programs.*

1.04 CONTRACTOR PERSONNEL

- A. Contractor Point of Contact

The Contractor's Point of Contact shall work closely and cooperatively with the City's Contract Administrator on a regular basis and become the primary point of contact for all matters relating to the maintenance and upkeep of the City's equipment. As such, the Contractor's Point of Contact will have proven technical and managerial experience in the inspection and repair of heating and ventilating systems. The Contractor must present its nominee for Point of Contact during interviews with the City (should the Contractor be invited for an interview). The City reserves the right to reject any nominee that the Contractor puts forward for the position of Point of Contact.

B. Selection of Personnel

The Contractor will have the responsibility for selecting personnel to perform the services outlined in this Contract and for determining and providing wages, salaries, and benefits for its employees.

C. Changes in Personnel

1. The Contractor's Point of Contact will not be changed without prior consultations with the City, except that the Contractor Point of Contact may be dismissed without prior City approval for criminal activity or documented violations of company policies. Otherwise, the City must approve the timing of the change, and the specific individual who replaces the incumbent Point of Contact.
2. The City reserves the right to require the dismissal of any Contractor employee whose performance or actions are determined by the City to be detrimental to achieving the objectives set forth in this Contract.

PART 2 – TERMS OF THE AGREEMENT

2.01 COMMENCEMENT OF OPERATIONS

The Contractor shall commence performance of services under the terms of these specifications within thirty (30) days of contract execution.

2.02 TERMS OF INITIAL AGREEMENT

The term of the initial contract shall be a period of one (1) year from the start work date specified in the contract, or until June 30, 2021, whichever comes first.

The Contract term may be extended, at the City's discretion, for up to two (2) one year terms after the completion of the initial term. In such case of a contract term extension, the costs for each of the eleven bid items may be adjusted at contract renewal. Adjustment of the costs will be considered only in light of the following limitation:

- The change in all costs (labor rates and services) will not exceed the Consumer Price Index – Urban (CPI-U) for all urban consumers for all items in the Philadelphia/Wilmington Metropolitan Area for the prior year.

2.03 CONTINUITY OF SERVICE

- A. The Contractor must recognize that the services to be provided are vital to the City and must be maintained without interruption and that upon expiration or termination of the contract, a successor will continue these services. Therefore, if the Contractor chooses not to pursue the

renewal of the next contract term upon contract expiration, the Contractor is required to provide the City a written notice of such intent at least three (3) months before the expiration of the contract. Should the Contractor fail to provide timely notice, the City reserves the right to require continued performance of the agreement by the Contractor under the terms of the contract for a period of up to six (6) months from receipt of a written notice of intent or from the date of expiration of the agreement, whichever is earlier.

- B. If upon expiration or termination of the contract, the Contractor is not chosen to continue or renew the agreement, the Contractor will upon written notification from the City, provide phase-in, phase-out services for up to sixty (60) days after the contract expires or is terminated. After notification, the Contractor will cooperate in good faith with a successor in determining the nature and extent of the services, subject to approval by the City. The Contractor will provide sufficient experienced personnel during the transition period to ensure that all services called for by the contract are maintained at the specified level of contract performance. The Contractor will be reimbursed for all reasonable costs pre-authorized by the City, which are incurred within the agreed period after agreement expiration or termination.

PART 3 – MANGEMENT OF THE AGREEMENT

3.01 CONTRACT ADMINISTRATION

The Commissioner of Public Works is authorized to act on behalf of the City in any and all matters relating to or resulting from this Contract. The Commissioner shall appoint a representative who will be designated as the Contract Administrator, and will be authorized to act on behalf of the Commissioner of Public Works. The Contract Administrator will resolve any and all questions which may arise as to the quality, quantity and character of service performed by the Contractor in the execution and day-to-day management of the agreement.

3.02 DISPUTE RESOLUTION

In the event of any dispute between the Contract Administrator and the Contractor as to the Contractor's performance, or the Contract Administrator's decisions relative to the agreement, either party may submit the dispute to the Commissioner of Public Works. Each party will be given the same opportunity to present their positions to the Commissioner, who shall render a decision within twenty (20) days. The decision of the Commissioner shall be final.

PART 4 – TOTAL CONTRACT COST AND INVOICING

4.01 TOTAL CONTRACT COSTS

- A. The Contractor's proposal shall contain the completed Proposal Form (Section PF) included as Attachment 1. This will establish the total contract cost.

- B. Scheduled Inspection and Maintenance costs are those costs incurred by the Contractor for scheduled inspection and maintenance services, as defined in Section 2000. The Contractor will develop an annual fixed price cost proposal for the provision of all scheduled inspection and maintenance that is inclusive of all small tools, equipment, lubricants, subcontractors, transportation and labor costs.
- C. Unscheduled and emergency service costs are those costs incurred by the Contractor to provide unscheduled and emergency maintenance and repair services as defined in Section 2000. The Contractor will develop a cost proposal that includes a labor rate for the various employee classifications and crews anticipated to perform the work inclusive of all small tools, transportation and labor costs. Such personnel may include technicians, helpers or laborers, welders, machinists, etc. An equipment list should also be submitted which provides a summary of all the maintenance and repair equipment expected to be required to perform the work and the cost, if any, for the use of this equipment. The equipment items may include welding machines, hoists, cranes, etc. The City will pay the agreed labor and equipment rates for all unscheduled and emergency services delivered that are approved by the City per the terms of this Contract. Parts, supplies, and materials delivered to the City, as part of unscheduled and emergency services, will be paid by the City as defined below.

Wage Rates for the various trades will be paid for in accordance with the proposed rate shown on the Proposal Form (Items 2 through 7). However, all workers employed in the execution of this Contract are subject to the Current Prevailing Wage Rate Determination from the State of Delaware. It is noted that the prevailing wage rates are the minimum rates that must be paid to workers in each classification, and may not necessarily be reflected in the Proposal Form since non-billable time may adjust the proposed pricing among other factors. It is recognized that the Contractor shall apply the worker classification most appropriate to the worker employed in each task, such as Boilermakers, Electricians, Plumbers/Pipefitters/Steamfitters or Sheet Metal Workers. Specific to the ATC Technician, the Steamfitter Journeyman rate shall be used as the minimum prevailing wage rate. Please note that all work is to be performed at the New Castle County Rates.

- D. Costs for parts, rented equipment, shall be itemized and can include a 15% mark-up on invoiced charges. Invoices from vendors and subcontractors must be included with Contractor invoices. Subcontracted Services shall be itemized and can include a maximum 10% mark up on invoiced charges.
- E. The Contractor may petition the City for an adjustment to the Scheduled Service cost at reasonable times on the basis of unusual changes in the Contractor's cost of doing business. Unusual changes are items not covered by the agreement that occur as a result of external events and through no fault of the Contractor such as changes in local, state, or federal laws or regulations, natural catastrophes, civil disturbances, or similar extraordinary events. The term will not include price increases occurring in the ordinary course of doing business.
- F. The costs for each of the first seven bid items may be adjusted at contract renewal. Adjustment of the costs will be considered only in light of the following limitation:

- The change in all costs (labor rates and services) will not exceed the Consumer Price Index – Urban (CPI-U) for all urban consumers for all items in the Wilmington Metropolitan Area for the prior year.
- G. The scheduled inspection costs can be adjusted to correspond to changes in the equipment at the various locations. These adjustments may be negotiated after three months or four times during the contract year if changes in equipment occur.

4.02 INVOICING POLICIES AND PROCEDURES

A. Frequency

The City will accept three invoices per year in payment for Scheduled Inspection and Maintenance Services. In addition, the City will accept one invoice a month for costs incurred for unscheduled and emergency services provided during the preceding month or not previously invoiced.

B. Format

1. Unless the Contractor proposes and the City accepts a different schedule, the Contractor will bill the City 1/3 of the Scheduled Services contract amount after each of the three annual visits. The invoice must include a unit-by-unit summary of maintenance and repair activity for the prior visit.
2. All invoices for unscheduled and emergency service costs must be pre-approved by the City. Such costs will be actual net costs as paid by the Contractor and will be supported by detailed time and expense reports, including a copy of certified payroll or certified daily work sheets, and line item documentation of costs incurred (e.g.: hours, parts, subcontractor services, etc). Copies of all invoices for parts, subcontracted services, etc. must be included with the invoice.

C. Certification and Payment

1. The monthly invoices will each include a statement certifying that the charges billed to the City are true and accurate and were incurred in the performance of the terms of the contract. The Contractor's authorized representative will sign such statement.
2. The City will pay the Contractor within thirty (30) days of the City's receipt of an acceptable invoice. The City will pay the Contractor for all items invoiced over which there is no dispute so that payment for undisputed items is prompt. Payment for disputed items will be made when disputes are resolved.

D. City's Rights to Review Billing Documentation

The City reserves the right to request additional documentation from the Contractor prior to paying any disputed portion of the invoice. Such documentation may include, but is not

limited to invoices to the Contractor for parts or subcontracted services and payroll registers. The City reserves the right to audit the Contractor's records and books pertaining to this contract.

PART 5 – PREPARATION OF PROPOSAL

- A. Bidders shall submit with their proposals evidence of experience in accordance with the requirements contained in herein, Section 1.03, entitled General Contractor's Requirements. Bidders may be requested to submit additional information, after the opening of bids if such additional information is considered necessary to properly evaluate a bidder's qualifications.
- B. Item No. 1 of the Proposal is for Scheduled Services for a twelve-month period as described in Section 2000. Lump sum prices quoted shall include all travel and small tool costs. In addition, the lump sum price shall include the costs for normal equipment required for routine inspection and maintenance of the heating, ventilating, air conditioning and related equipment as described in Section 2000. Please note that only the on site hours actually spent can be charged. Bidders per hour rate should reflect all ancillary items.
- C. Item No. 2 and Item No. 3 of the Proposal is for Unscheduled Services for a twelve-month period as described in Section 2000. Unit prices per hour at the job site shall be quoted which shall include all travel and small tool costs involved. The number of hours shown in the Proposal under Item No. 2 and Item No. 3 are only for the purpose of extending the unit prices for use in determination of the low bidder. The number of hours actually used during the Contract will be that resulting from specific requests by the City for such services as required during the twelve-month period.
- D. Item No. 4 and Item No. 5 of the Proposal is for Emergency Services for a twelve-month period as described in Section 2000. Unit prices per hour at the job site shall be quoted which shall include all travel and small tool costs involved. The number of hours shown in the Proposal under Item No. 4 and Item No. 5 are only for the purpose of extending the unit prices for use in determination of the low bidder. The number of hours actually used during the Contract will be that resulting from specific requests by the City for such services as required during the twelve-month period.
- E. Item No. 6 and Item No. 7 of the Proposal is for Unscheduled Services for a twelve-month period as described in Section 2000 specifically for ATC work. Unit prices per hour at the job site shall be quoted which shall include all travel and small tool costs involved. The number of hours shown in the Proposal under Item No. 6 and Item No. 7 are only for the purpose of extending the unit prices for use in determination of the low bidder. The number of hours actually used during the Contract will be that resulting from specific requests by the City for such services as required during the twelve-month period
- F. Item No. 8 of the Proposal is a stipulated material allowance for Spare Parts. The allowance shown on the bid form is for the purposes of establishing a budget for spare parts purchase. The actual Spare Parts will be that resulting from the specific requests by the City for the materials during the Contract period. Labor for installation shall be included under Items

No. 2 through 5 as required.

- G. Item No. 9 of the Proposal is a stipulated Capital Line Item for work that is yet to be determined. Typical Capital Work can include unit heater replacement, steam pipe replacements, split unit heat pumps, air conditioning units, hot water heaters, and similar equipment. Please note that this is not a prescriptive list, but only indicative of work that may be used under this Line Item. This allowance is for the purpose of establishing a separate line item that will be funded through the City's Capital Improvement funds and not through the maintenance funds for the rest of the Contract. This allowance will include all costs associated with the repairs and replacements described herein and will be full accessed after award of the Contract.

END OF SECTION

**SECTION 2000
MAINTENANCE SERVICES**

PART 1 – GENERAL

1.01 GENERAL

A. The Contractor shall furnish the City of Wilmington the following services for a twelve month period from the date of Authorization to Proceed for the existing HVAC and related equipment listed in the following schedules and located at these sites:

- Brandywine Filtration Plant Complex
- Brandywine Pumping Station
- Brandywine Screen House
- Waterworks Center
- Porter Filtration Plant
- Porter Meter Building
- Porter Sludge Building
- Porter Chemical Building
- Alapocas Pump Station
- Cool Spring Pump Station
- Cool Spring Gate House
- Cool Spring Fountain Pit
- Foulk Road Pump Station
- New Castle Ave Pump Station
- Kennett Pike Pump Station
- Hillcrest Pump Station
- Wills Pumping Station
- Hoopes Pumping Station

1.02 SCHEDULED INSPECTION AND MAINTENANCE SERVICES

A. Provide qualified service technicians to visit the facilities three times per year, to perform inspection and maintenance on all the heating, ventilation, air conditioning, hot water heaters and related equipment listed in Paragraph 1.06, and shown in Appendix A in detail, in accordance with the approved Inspection and Maintenance Program to be developed by the Contractor and submitted to the City for approval.

B. One principle service technician shall be designated as the primary technician for the work in this Contract. The primary technician shall preform all the work in this Contract as to the extent it is possible in order to maintain the Inspection and Maintenance Program. Another technician shall be designated as the back-up technician if the primary is unable to maintain the Inspection and Maintenance Program. All routine work in this Contract is not to be performed on holidays or weekends, unless under written approval by the City.

- C. The Contractor will maintain a maintenance schedule and log for every location and will describe how it will schedule inspections and maintenance and monitor for maintenance program compliance.
- D. Provide written reports within 2 weeks of each of the three annual visits to the City representative including the following information:
1. Identification of each piece of equipment inspected, serviced and/or calibrated;
 2. Calibration data, giving adjustment of each unit, if applicable, before and after each calibration;
 3. If applicable, the reason for an observed need for adjustment;
 4. Description of service performed on each piece of equipment;
 5. Description of repairs made and identification of parts replaced; and
 6. Recommendations, with estimated costs, for any additional repair work or maintenance on the equipment which the City has not requested;
 7. Recommendations regarding operations and maintenance procedures to be performed by City personnel.
- E. Provide a decal on each equipment serviced/calibrated which shows the following:
1. Date serviced/calibrated.
 2. Name of technician.
 3. Description of service.
- F. Personnel providing the services shall contact the designated City Representative upon arriving at the site and upon leaving the site.
- G. The Contractor's Inspection and Maintenance Program shall include all work recommended by the manufacturer(s) of the equipment and the following number of visits and inspection and maintenance tasks at a minimum.

Off-season Services:

1. Conduct major inspection and maintenance work once per year during the off-season (if applicable) including:
 - Clean heavy grease, dirt, and oil from HVAC units and auxiliary equipment.
 - Lubricate all blower motors.
 - Check blowers for proper alignment; realign if required.
 - Inspect and clean blower vanes and air intake regulator.
 - Perform external inspection.
 - Check all belts and adjust as required. ***Replace all belts annually***
 - Check tension and condition of all belts and pulleys; adjust as required.
 - Clean condenser coils by brush or compressed air twice annually

- Wash all outside coils once per year using water and brushes.
- Inspect insulation on units and adjacent piping.
- Clean all filters as required. **Replace all filters annually**
- Manually lift any pressure relief valves to ensure proper operation.
- Clean and check all electrical contacts for signs of pitting, burn or wear.
- Check all electrical switches, bulbs, and wiring for wear, looseness and proper operation.
- Check all solenoid valves for proper operation.
- Check high and low water pressure switches for proper operation.
- Check all disconnects for tight fit, burning and pitting.
- Check all thermostat controls for proper operation.
- Inspect all electrical wiring for worn insulation and loose connections.
- Provide a deep cleaning of all air handlers and ductless systems including the use of the specialty designed cleaning kits for ductless systems, one per year per system. There are six such system at Brandywine Membrane Plant; ten at Porter Filter Plant; six at Waterworks Center and one at the Brandywine Pump Station.

Start-up Services:

1. Conduct inspection and maintenance work and assist with unit heaters start up at the start of the heating season and air conditioning units at the start of cooling season. Dates of work should be coordinated with the City's representative. At a minimum, the work includes:
 - Perform external inspection.
 - Clean heavy grease, dirt, and oil from units and auxilliary equipment.
 - Lubricate blower motors.
 - Inspect the controls.
 - Manually lift any pressure relief valves to ensure proper operation.
 - Clean and check all electrical contacts for signs of pitting, burn or wear.
 - Check all electrical switches, bulbs, and wiring for wear, looseness and proper operation.
 - Check all solenoid valves for proper operation.
 - Blow down all condenser coil and fins
 - Ensure tightness of all belts and pulleys
 - Replace **filters annually**
 - After the cleaning and inspection is complete inspect the unit's operation. Start the unit up and monitor its operation.
 - Verify and record coil or element temperature after start up.
 - Provide a deep cleaning of all air handlers and ductless systems once per year.
 - Blow down and brush outside coils twice per year. Wash all coils once per year.

Reporting Requirements:

A detailed, written report of the actual start up services performed shall be submitted within 30 days of the completion of the start up services.

1.03 UNSCHEDULED (ON-CALL) SERVICES

- A. Provide qualified service technicians to visit the facilities for unscheduled maintenance and repair service, when requested by the City, to check, troubleshoot, and repair all HVAC and related equipment as requested by the City.
- B. Provide software maintenance and reprogramming services of the Building Automation System and the Automatic Temperature Control Systems in the Waterworks Center Building. The BAS is comprised of a network of interoperable, stand-alone digital controllers, a computer system, graphical user interface software, portable operator terminals, printer, and network devices. The Distributed control system is a peer-to-peer networked, stand alone system that integrated ANSI/ASHRAE Standard 135-1995 BACnet and LonWorks technology communication protocols in an open, interoperable system. The software employs Object-Oriented Technology (OOT). Network Area Controllers provide interface between the Local Area Network and the Wide Area Network. There is also a BAS at the newly refurbished Brandywine Membrane Plant. Contractor should utilize his own laptop to access BAS through Ethernet connection.
- C. The service shall be provided within one (1) working day of a request by the City. Whenever possible, service shall be performed on site during normal working hours (8 AM to 4 PM) and normal working days.
- D. Personnel that provide the services shall contact the designated City Representatives upon arriving at the site and upon leaving the site. Portal to portal time is not acceptable. The City will only pay for time spent onsite performing this work. No minimum charges submitted by the Contractor will be allowed nor will these charges be reimbursed by the City.
- E. Provide a written report to the City after completion of all Unscheduled Service visits including the following information:
 - 1. Date of request by City for service.
 - 2. Identification of equipment inspected.
 - 3. Description of work performed, repairs made and identification of parts replaced.
 - 4. Date and time the visit was made, number of personnel and total number of man-hours utilized.
 - 5. Description of any recommended follow-up actions.
 - 6. If the report recommends that follow-up repairs be made, an estimate or repair cost shall be provided by the Contractor. Repairs estimated to cost in excess of \$1,000 or

any repair where the cost is estimated to be more than the fair market value of the equipment, must be analyzed by the Contractor and the City to evaluate the repair's cost effectiveness, and be approved in advance by the City. In such cases, if the Contractor believes that equipment replacement appears to be more cost-effective than repairing; such recommendation shall be represented to the City. The City, however, will make the final repair versus replacement decision.

1.04 EMERGENCY SERVICES

- A. Provide emergency repair service, when requested by the City, to repair heating, air conditioning and ventilating equipment that fail.
- B. The service shall be provided within six (6) hours of a request by the City. It is expected that services shall be performed on-site outside of normal working hours and normal working days.
- C. Provide a written report to the City after completion of each Emergency Service visit including the following information:
 - 1. Date of request by City for service.
 - 2. Identification of equipment repaired.
 - 3. Description of work performed, repairs made and identification of parts replaced.
 - 4. Date and time that repair was made, number of personnel and total number of man-hours utilized.
- D. Personnel that provide the service shall contact the designated City Representatives upon arriving at the site and upon leaving the site. Portal to portal time is not acceptable. The City will only pay for time spent onsite performing this work. No minimum charges submitted by the Contractor will be allowed nor will these charges be reimbursed by the City.

1.05 SPARE PARTS ALLOWANCE

- A. The Contractor will provide new and replacement units and repair components necessary for new, repair components and equipment that fail. The Contractor will procure and furnish all parts, materials, supplies, and fluids required for the maintenance and repair tasks assigned by the City in accordance with generally accepted parts management practice, and that will ensure meeting all relevant standards of performance.
- B. Spare parts used during the course of this Contract will be purchased separately under the spare parts allowance pricing.
- C. The City will make available space at the Water Treatment Plants for storage of the

Contractor's stock of spare parts and tools if required. The Contractor shall provide all necessary locks, and shall be solely responsible for any loss through damage or theft of the stored parts.

- D. The allowable mark-up for all repair parts and other equipment requested by the City and supplied by the Contractor shall not exceed fifteen percent (15%) of the ***purchased price***. The invoices to the City from the Contractor shall indicate documentation that the mark-up taken does not exceed 15 percent of the purchase price. Invoices shall include photostatic copies of the manufacturer's or supplier's original invoices showing the purchase price. Mark-up on Subcontractors is limited to 10% (See Section 1000, 4.01.D).
- E. Parts used to maintain and repair the equipment will, at a minimum, meet or exceed the quality of the parts furnished originally for the equipment (OEM equivalent). Rebuilt/remanufactured parts must conform to the manufacturer's reconditioning tolerances. If more than one grade of product is available that meets the requirements of this section, the City will designate which grade will be made available for use. If during the term of any agreement resulting from this Contract, the City reserves the right to require a specific substitute to be used. The City will, additionally, specifically approve all product lines or changes to product lines before they are introduced for use.
- F. Notwithstanding inspection and acceptance by the City, products supplied under this Contract will be warranted by the Contractor for one year, or the length of time of any warranty given by the manufacturer or rebuilder/remanufacturer, whichever is greater, after acceptance by the City.

1.06 SCHEDULE OF EQUIPMENT

The Contractor shall be responsible for Scheduled Service to all equipment listed in this section as part of the lump sum bid for scheduled services.

EQUIPMENT

Refer to Appendix A for a detailed listing of all equipment to be considered under this Contract.

Please note that there are THREE (3) BAS Systems within the scope of this Contract.

The BAS at the Brandywine Treatment Plant is described in Appendix A and below as follows:

BMP BAS System

System Components include:

1. Honeywell WEB-600 Main Processor with Ethernet Connection available for Laptop (in Operators Room)
2. Honeywell Spyder, Sylk Enhanced Panel in Electric Room
3. Honeywell Spyder Sylk Enhanced Controllers for Unit Heaters 6.1 to 6.8
4. Honeywell Spyder Sylk Enhanced Controllers for Exhaust Fans EF-1 to EF-4 and IF-4

5. Honeywell Spyder Sylk Enhanced Controllers for Air Handling Unit AH-1
6. Trane Electric Heater in Electrical Room

The BAS at the Waterworks Center is described in Appendix A and in more detail below:

Waterworks Center

The Waterworks Center Building, located adjacent to the Brandywine Filter Complex, utilizes a Building Automation System (BAS) and an Automatic Temperature Control (ATC) system to monitor and control all air handlers, fans, boilers, chiller, cooling tower, automatic valves, automatic dampers and accessories.

System components in the Waterworks Center include:

1. Heating and air conditioning using variable refrigerant heat pump split system with indoor fan coils and outdoor compressorized condensers.
2. 100% fresh air feed using a roof top air handler
3. Laboratory exhaust fan
4. Building exhaust Fan
5. Electric baseboard radiation
6. Electric Unit Heaters
7. Humidity Sensors
8. Space temperature sensors

The BAS at the Wills Pump Station is described in Appendix A and below as follows:

Wills BAS System

System Components include:

Three Variable Frequency Drive Units designed to modulate the air flow through the Exhaust fans.

1.07 SITE CLEANLINESS

- A. Contract is required to remove all trash, debris and scrap metals from the site, leaving the site in a broom clean condition upon completion of all work. The City's Representative shall have a Right of First Refusal for all removed equipment.

END OF SECTION

APPENDIX A

Equipment List

(See Attached Thumb Drive)

**Attachment 1
Proposal Form**

SECTION PF
PROPOSAL FORM

DATE: _____ Contract 21004 WD

TO: Manager, Division of Procurement and Records
City/County Building – Fifth Floor
800 French Street
Wilmington, DE 19801

FOR: Department of Public Works

Gentlemen:

Having carefully examined the Request for Proposal entitled “HVAC and Related Systems Inspection and Maintenance Services, Contract No. 21004 WD,” and having become familiarized with their requirements and having visited the sites of the work and noted all conditions affecting the work, the undersigned hereby proposes to furnish the services described in the Request for Proposal for the following prices:

- ITEM-1: Scheduled Inspection and Maintenance Services for a twelve month Period - Lump Sum = \$ _____
- ITEM-2: Unscheduled On-call Maintenance and Repair Services consisting of on-site man hours for a lead technician in response to specific requests by the City
\$ _____ per hr. x 100 hrs. = \$ _____
- ITEM-3: Unscheduled On-call Maintenance and Repair Services consisting of on-site man hours for a crew of two technicians and/or mechanics in response to specific requests by the City
\$ _____ per hr. x 50 hrs. = \$ _____
- ITEM-4: Emergency Services consisting of on-site man hours for a lead technician in response to specific requests by the City
\$ _____ per hr. x 50 hrs. = \$ _____
- ITEM-5: Emergency Services consisting of on-site man hours for a crew of two technicians and/or mechanics in response to specific requests by the City
\$ _____ per hr. x 50 hrs. = \$ _____

ITEM-6:	Unscheduled On-call Maintenance Services consisting of <u>on-site</u> man hours for a lead ATC technician in response to specific requests by the City \$ _____ per hr. x 50 hrs. =	\$ _____
ITEM-7:	Unscheduled On-call Maintenance Services consisting of <u>on-site</u> man hours for a crew of one ATC technician and one helper in response to specific requests by the City \$ _____ per hr. x 25 hrs. =	\$ _____
ITEM 8:	Spare Parts Allowance	\$10,000
ITEM 9:	Capital Improvement Allowance	\$15,000
TOTAL OF ITEMS 1, 2, 3, 4, 5, 6, 7, 8 and 9		\$ _____

Work under this Contract shall be completed with 365 days from award of the Contract.

The BIDDER acknowledges receipt of Addendum and or Addenda No. _____, No. _____, No. _____, prior to submitting a proposal on this Contract.

The BIDDER also agrees that all work required under this Contract is covered by the prices stated hereinbefore and that no other payments will be allowed. The BIDDER further states that his official address for receiving communications is as shown at the beginning of this Proposal.

FIRM:

ADDRESS:

CITY OF WILMINGTON
BUSINESS LICENSE NO:
ATTEST:

FEDERAL I.D. NO.:

PER:

Name (typed or printed)

TITLE:

SIGNATURE:

TELEPHONE NO:

FAX NO:

Email:

**Contractor/Subcontractor
Responsibility Certification**

Contractors: The City of Wilmington Division of Procurement and Records must receive this executed form not later than at the time of bid submission. It may be submitted prior to bid submission for review.

Subcontractors: Must submit this form to requesting contractor.

CONTRACTOR/SUBCONTRACTOR RESPONSIBILITY CERTIFICATION
FOR DEPARTMENT OF PUBLIC WORKS CONTRACTS
VALUED AT MORE THAN \$100,000

Name of Company: _____

Address: _____

Contract/Project Name: _____

Contract Number: _____

As a condition of performing "City work" (all building or construction work or projects of any kind or nature as provided in City Code Sec. 2-651) for the City of Wilmington, Delaware, contractors and subcontractors (hereinafter referred to as "Bidders") must meet certain responsible contractor requirements and qualifications specified in the Wilmington City Code, Chapter 2, Article VI, Division 6, Subdivision III (Sec. 2-561 et seq.). Pursuant thereto, the Company named above certifies the following:

**PLEASE INITIAL EACH ITEM TO INDICATE COMPLIANCE
(Xs and check marks are *not* acceptable)**

_____ 1. The Bidder and its employees have all valid, effective licenses, registrations, or certificates required by federal, state, county, or local law, including, but not limited to, licenses, registrations, or certificates required to:

- a. do business in the City of Wilmington and the State of Delaware; and
- b. perform the contract work, including, but not limited to, licenses, registrations or certificates for any type of construction or maintenance trade work or specialty work which the Bidder proposes to self-perform.

_____ 2. The Bidder meets all:

- a. bonding requirements as required by the applicable law or contract specifications; and
- b. insurance requirements per applicable law or contract specifications, including general liability insurance, workers' compensation insurance, and unemployment insurance.

_____ 3. The Bidder has a satisfactory record of integrity in accordance with Sec. 2-537(4) of the City Code, which further states as follows:

The following provisions, while not exclusive, shall be sufficient to justify a finding of nonresponsibility:

- a. failure to pay taxes and fees due and owing to the City;
- b. a conviction of the contractor or a principal officer thereof for commission of a criminal offense, as incident to obtaining or attempting to obtain a public contract or in the performance of such contract;
- c. a conviction, of the contractor or principal officer thereof, under state or federal statutes, for embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a city contractor.

_____ 4. The Bidder has a satisfactory record of timely performance of City contracts in accordance with Sec. 2-537(3) of the City Code, which further states as follows:

Contractors who are seriously deficient in current contract performance, when the number of contracts and the extent of deficiency of each are considered, shall, in the absence of evidence to the contrary or circumstances properly beyond the control of the contractor, be presumed to be unable to meet this requirement. Past unsatisfactory performance due to failure to apply necessary

tenacity, or perseverance to do an acceptable job, shall be sufficient to justify a finding of nonresponsibility.

_____ 5. The Bidder has a satisfactory record of performance of contractual provisions in accordance with Sec. 2-537(5) of the City Code, which further states as follows:

Violation of contract provisions of a character which justify a finding of nonresponsibility include:

- a. deliberate failure without good cause to perform in accordance with the specifications provided in the contract;
- b. a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts;
- c. in particular, failure to comply with prevailing wage and related federal, state, and city requirements;

provided, however, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for a finding of nonresponsibility.

_____ 6. The Bidder has a satisfactory record of good faith efforts to achieve disadvantaged business enterprise participation in accordance with Sec. 2-537(8) of the City Code.

_____ 7. The Bidder has not been debarred or suspended by any federal, state or local government agency or authority in the past three years.

_____ 8. The Bidder has not defaulted on any project in the past three years.

_____ 9. The Bidder has not had any type of business, contracting or trade license, registration, or other certification revoked or suspended in the past three years.

_____ 10. The Bidder and its owners have not been convicted of any crime relating to the contracting business in the past ten years.

_____ 11. The Bidder has not at any time been found in violation of any federal, state or local prevailing wage law.

_____ 12. The Bidder has not within the past three years been found in violation of any law applicable to its contracting business, including, but not limited to, licensing laws, tax laws, prompt payment laws, wage and hour laws, environmental laws or others, where the result of such violation was the payment

of a fine, back pay damages or any other type of penalty in the amount of \$1,000 or more.

_____ 13. The Bidder will pay all craft employees that it employs on the project the current wage rates and fringe benefits as required under applicable federal, state or local wage laws.

_____ 14. All craft labor that will be employed by the Bidder for the project have completed at least the OSHA 10 hour training course for safety established by the U. S. Department of Labor, Occupational Safety & Health Administration.

_____ 15. The Bidder will employ craft employees in all classifications and individual trades required to successfully perform the work related to the project.

_____ 16. The Bidder has participated in a Class A Apprenticeship Program for the past twelve months, at a minimum, for each separate trade or classification in which it employs craft employees and shall continue to participate in such program or programs for the duration of the project. The twelve month participation requirement may be waived during the first year of implementation of this Ordinance, provided that the firm is participating in a Class A Apprenticeship Program at the time it submits its bid and submits information showing that the construction craft workers it plans to use have adequate skills to successfully perform the project. Once the Ordinance has been in effect for twelve months, i.e., September 4, 2013, a waiver of this requirement will no longer be available.

- a. for purposes of this section, a Class A Apprenticeship Program is an apprenticeship program that is currently registered with and approved by the U.S. Department of Labor or a state apprenticeship agency and has graduated apprentices to journeyperson status for at least three of the past five years;
- b. to ensure compliance with this section, the Bidder shall provide, with this certification, a list of all trades or classifications of craft employees it will employ on the project and documentation verifying it participates in a Class A Apprenticeship Program for each trade or classification listed;
- c. in order to enhance the training of its workforce and to comply with this subsection, the firm must enroll a new person in a Class A Apprenticeship Program for each bid submitted to the City.

_____ 17. The Bidder shall make all reasonable best efforts to ensure that fifteen percent (15%) of the workforce hired for the project, especially with respect to new workers recruited and hired for the project, includes City of Wilmington residents. To ensure compliance with this section, the Bidder will also make residency information on its workforce available to the City upon request.

_____ 18. The Bidder has all other technical qualifications and resources, including equipment, personnel and financial resources, to perform the referenced contract, or will obtain same through the use of qualified, responsible contractors.

_____ 19. The Bidder acknowledges that within seven (7) calendar days following the date of receipt of Notice of Intent to Award Contract, it will provide a list of subcontractors it plans to utilize for services in the performance of the contract. The list must include a brief description of the subcontractor's scope of work. In addition, each subcontractor providing services equaling or exceeding \$100,000 must provide executed Subcontractor Responsibility Certifications containing information equivalent to that required for the Bidder in the Contractor Responsibility Certification. Note: Bidder must initial this item regardless of the value of the subcontract services.

_____ 20. If at any time during the past five (5) years the Bidder has controlled or has been controlled by another corporation, partnership or other business entity operating in the construction industry, it will disclose such facts by attaching a detailed statement to its Contractor Responsibility Certification explaining the nature of the relationship.

_____ 21. The Bidder acknowledges that it shall be required to provide appropriate documentation of the conditions specified in this Contractor/Subcontractor Responsibility Certification. The Bidder also understands that the City of Wilmington may request additional information or documents at any time as the City of Wilmington deems necessary to evaluate the responsibility of Bidder. Bidder agrees to provide such additional information or supporting documentation for this Certification.

_____ 22. If a Bidder fails to provide the Contractor Responsibility Certification required by this section, the Bidder shall be disqualified from bidding the contract. If a Bidder fails to provide other information or documentation required by the City of Wilmington, it may be disqualified from being awarded the contract.

_____ 23. The Bidder shall notify the City within seven days of any material changes to all matters attested to in this certification.

Under the penalty of perjury, the Bidder's authorized representative hereby certifies that all information included in the Contractor Responsibility Certification or otherwise submitted for purposes of determining the Bidder's status as a responsible contractor is true, complete and accurate and that he/she has knowledge and authority to verify the information in this certification or otherwise submitted on behalf of the Bidder by his or her signature below.

Authorized Signature

Date

Print Name

Title

Witness Signature

Date

PLEASE SUBMIT **SIGNED ORIGINAL** VERSION OF THIS FORM TO:

**CITY OF WILMINGTON
DEPARTMENT OF FINANCE, DIVISION OF PROCUREMENT
LOUIS REDDING CITY COUNTY BUILDING
800 N. FRENCH STREET, 5TH FLOOR
WILMINGTON, DE019801**

Questions regarding the this form can be sent to
procurement@wilmingtonde.gov or call 302.576.2423



Appendix A
HVAC Equipment List
City of Wilmington
Department of Public Works

Pumping Station: Alapocas Pumping Station



Electric Unit Heater
TPI Corporation
Model P3PUH10CA1
480 Volts, 10 KW, 3 phase, 12.3 Amps

Appendix A
HVAC Equipment List
City of Wilmington
Department of Public Works

Station:

Brandywine Membrane Plant - BAS Components



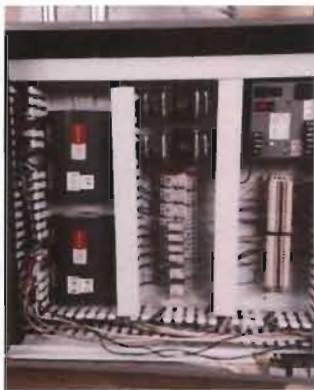
Honeywell WEB-600
Main Processor
Ethernet Connection Available for Laptop
Location: Operator Control Room



Honeywell Spyder
Sylk Enhanced
Panel in Electric Room



Honeywell Spyder
Sylk Enhanced
Controls Unit Heaters:
6.1/6.2
6.3/6.4
6.5/6.6
6.7/6.8
Location: Electrical Room



Honeywell Spyder
Sylk Enhanced
Exhaust Fan Controls:
EF-1, -2, -3
EF- 4
IF-4
Location: Electrical Room

BMP - BAS Components



Honeywell Spyder
Sylk Enhanced
Air Handler Controller AH-1
Location: Electrical Room



Trane Electric Heater
Model: TWE180E300AA
Serial No: 12204XCYWA
Date: 5/20/12
Location: Electrical Room

Appendix A
HVAC Equipment List
City of Wilmington
Department of Public Works

Station: Brandywine Membrane Complex

NOTE: ALL LOUVERS (GRAVITY, ACTUATED, FIXED) MUST BE CLEANED ANNUALLY.



Duct Heat Exchanger - 24" x 42" Steam
Trane Coil Type NS Sigma Flo
Serial No. H12E04661
Order No. D2T823A B/L A
Air from a roof top unit
Location: Near rear entrance



Trane Unit Heater
Steam
Location: Near Rear Entrance



Eight (8) Actuated Louvers - Various Sizes
Belimo Model FSNF24US
Spring Return Actuator
70 in-lbs, 15S, 24 VAC
Location: Throughout Membrane Area



Automatic Electric Water Heater
AO Smith Model DSE120A
Serial No. 1301R000001
Item ID: 9500010810
120 Gals; 3 phase; 480 V; 7 Amp; 6000 Watt
Location: In Membrane Area

BMP - PAGE 2



Duct Heater Heat Exchanger
Trane Coil Type: NS Sigma Flo
Serial No. H12E04662
Order No. D2T823A
Serv. Model No. DNSB12016GOAA064AADA00B0000
Coil Serial No. 122012060B
Location: Membrane floor, above air compressors -
(Photograph view from above)



Duct Ventilator
Loren Cook Model 150SON 10D
Serial No 076SE49822-01/0005601
0.33 Hp; 800 CFM; 1075 RPM; 115 V; Single Phase



EMI Ductless Series Split Unit
Model No. S1HG2000D12
Serial No. 1-12-F-6919-24
208/240 V; Single Phase
Location: Control Room



Sanyo Wall Unit A/C Split
Model No. KHS2472
Serial No. 0102612 (Indoor);
Serial No. CH2472 (Outdoor)
Control Room/Lab
Outdoor: 0096012
85221344654000



Trane Outdoor Unit
Model: TTA180E40RAA
Serial No. 12173JUDTA
460 Volt; 3 Phase



Sanyo Split Unit
Model No. CH0971
Serial No. 0105212
85221344550000
115 V, Single Phase
Plant Supv Office





Hydronic Unit Heater
Modine Model No HSB86501
Serial No. 38014008-1638
1/8 Hp; 115 V; 1 Phase; 2.3 Amp
Shop Area - 2nd Floor



Mitsubishi Electric Heat Pump, Split System
Model No MSZ-A17NA
Serial No. 6003457-T
208 V; 1 Phase
Location: 2nd Floor Shop Area



Steam Unit Heater
Modine Model HS47S01
Serial No. SP011996
Location: Tool Room



Steam Unit Heater
Modine Model No. HS33S01
Serial No. SP011996
Location: Old Generator Room



Mitsubishi Heat Pump, Split System
Model No. MSZ-A12NA
Serial No. 6004080-T
208 V; 1 Phase
Location: Foreman's Office



Steam Unit Heater
Modine Model No. HS33501
Serial No. SP0011996
Location: ACH Feed Room



Cook Ventilator EF-4
Model No. 200XMW
Serial No. 076SE49822-00/0000701
0.5 Hp; 3100 CFM; ODP Motor 465 V; 1725 RPM
February, 2013
Sdesign SP: 0.38
Location: ACH Feed Room

BMP - Page 4



Modine Steam Unit Heater
Model No. HS108S 01
Serial No. 0501039-5749
1/8 Hp; 115 V; 2.3 Amp
Location: Hypo Room



Ventilator
Penn Model SX125BC
Location: Hypo Room



Modine Steam Unit Heater
No Data - Painted over
Location: Lavatory



Modine Steam Unit Heater
Model No. V139S 06
SerialNo. SP011996
Quantity: 2
Location: Locker Room/Sed Basin 8-10



Modine Steam Unit Heater
Model No. V139SB06SA
Serial No. 18014017-5060 (Year: 2018)
1/6 Hp; 115 Volt, 2.3 Amp
Location: Hallway near Carbon Room



Louver Vent
2 Electric Actuators
60" x 72"
Honeywell MS811A1206
Serial No. 0941GZU2026
Serial No. 0947GZU3082
Location: Sed Basin 8-10



Trane Coil Type Heat Exchanger
Coil Type: NS Sigma Flo
Serial No. H12E04663
Order No. D2T823A
Location: Carbon Room



Steam Unit Heater
Trane Model UHPB0801TAA4000004B
Serial No. F12E32493
1200 CFM; 80,600 BTU/Hr Output
115 V; 1 Phase; 2.1 Amp
Location: Membrane Feed Pump Room



Steam Unit Heater
Trane Model UHPB0801TAA4000004B
Serial No. F12E32494
1200 CFM; 80,600 BTU/Hr Output
115 V; 1 Phase; 2.1 Amp
Location: Membrane Feed Pump Room



Hydronic Unit Heater
Modine Model No. HSB193SB01SA (Year: 2018)
Serial No. 43104617-1192
1/3 Hp; 115 V; 4.2 Amp
Location: No. 10 Sed Basin - north



Two (2) Motorized Louvers
40" x 30"
No Data
Near No. 10 Sed Basin





Hydronic Unit Heater
Modine Model No. HSB193SB01SA (Year: 2018)
Serial No. 43104517-1191
1/3 Hp; 115 V; 4.2 Amp
Location: No. 8 Sed Basin - north



Hydronic Unit Heater
Modine Model No. HSB193SB01SA (Year: 2018)
Serial No. 43104517-1285
1/3 Hp; 115 V; 4.2 Amp
Location: No. 4 Sed Basin - north



Hydronic Unit Heater
Modine Model No. HSB193SB01SA (Year: 2018)
Serial No. 43104517-1283
1/3 Hp; 115 V; 4.2 Amp
Location: No. 2 Sed Basin - north



Motorized Louvers - 40" x 30"
No Data
Near Sed Basin No. 1



Motorized Louver
24" x 40"
No Data
Near Meter Shop



Mitsubishi Heat Pump Split System
Model MSZ-A09 NA
Serial No. 6003579
208 V; 1 Single
Location: Meter Shop



Hydronic Unit Heater
Modine Model No. HSB193SB01SA (Year: 2018)
Serial No. 43104417-2303
1/3 Hp; 115 V; 4.2 Amp
Near Sed Basin No 1 South Side



Hydronic Unit Heater
Modine Model No. HSB193SB01SA (Year: 2018)
Serial No. 43104417-2301
1/3 Hp; 115 V; 4.2 Amp
Near Sed Basin No 3 South Side



Hydronic Unit Heater
Modine Model No. HSB193SB01SA (Year: 2018)
Serial No. 43104417-2302
1/3 Hp; 115 V; 4.2 Amp
Near Sed Basin No 5 South Side



Hydronic Unit Heater
Modine Model No. HSB193SB01SA (Year: 2018)
Serial No. 43104517-1284
1/3 Hp; 115 V; 4.2 Amp
Near Sed Basin No 7 South Side

Motorized Louvers
40" x 30"
No Data
Near No. 7 Sed Basin, South Side



BMP - Rooftop Units
Mitsubishi R410A, Mr. Slim Split Unit
Matches to Foreman's Office
Model MXZ-3A30NA
208/230 V; 1 Phase
S/N: 61901162B



Direct Drive Vent
AO Smith
Model No. 323P672
115 V; 1.2 Amp
(Restroom Vent)



Fixed Louver
24" X 24"
ACH Feed Room



Cook Ventilation Unit
EF-7
Model No. 120ACE 120C3B
S/N: 076SE 49822-01/000-4401
0.25 Hp; 650 CFM; 115 V; 1 Phase
Jan-13



Cook Ventilation
IF-3
Model 120CVR S 120CVR SVP
S/N: 076SE49822-00/0003801
0.25 Hp; 650 CFM; 115 V; 1 Phase
Jan-13
Louvers to be cleaned annually



Cook Ventilator
EF-5
Model No. 245ACE 245C6B
S/N: 076SE49822-01/00020001
0.75 Hp; 5100 CFM; 460 V; 3 Phase
Jan-13



Cook Ventilator
EF-6
Model No. 135ACE 135C15D
S/N: 076SE49822-01/0003201
0.5 Hp; 2100 CFM; 115 V; 1 Phase
Jan-13



48" X 48" Fans - Two (2)
US Motor Cat # D3P2B
Model R333
3 Phase; 230/460 V; 7.8/3.9 A
Belt: A-60



Interior louvers to be cleaned annually



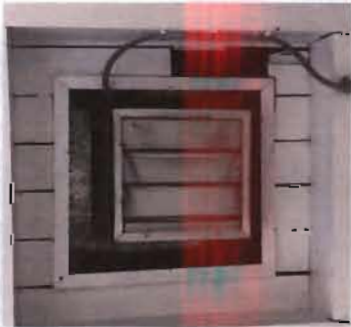
Westinghouse Fan
Matches to Meter Shop
3/4 Hp; 115/230 V; 13/6.5 A
S/N: 312P446
(Rarely Used)
Belt: 4L-320



BMP - Rooftop Units
Mitsubishi R410A, Mr. Slim Split Unit
Matches to Meter Shop Office
Model MUZ-09NA
208/230 V; 1 Phase
S/N: 6003328



Cook Ventilator
EF-3
Model No. 330ACE 330C8B
S/N: 076SE49822-01/0000703
1.5 Hp; 8520 CFM; 460 V; 3 Phase
Jan-13
Belt: AX-39
Louvers to be cleaned annually



Cook Ventilator
EF-2



Model No. 330ACE 330C8B
 S/N: 076SE49822-01/0000702
 1.5 Hp; 8520 CFM; 460 V; 3 Phase
 Jan-13
 Belt: AX-39

BMP - Page 10



Cook Ventilator
 EF-1
 Model No. 330ACE 330C8B
 S/N: 076SE49822-01/0000701
 1.5 Hp; 8520 CFM; 460 V; 3 Phase
 Jan-13
 Belt: AX-39



Cook Ventilator
 IH-1
 Model No. 240PR 24PR
 S/N: 076SE49822-01/0006901
 2650 CFM
 Jan-13



Cook Ventilator
 IH-2
 Model No. 240PR 24PR
 S/N: 076SE49822-01/0006902
 2650 CFM
 Jan-13



Hydronic Unit Heater
 Modine Model No. HSB 86S01
 Serial No. 38014208-2683
 1/8 Hp; 115 Volt; 2.3 Amps
 Location: Near Meter Shop



Non functional Fan and Louver
 Electrical Store Room
 To be cleaned annually



[The text in this section is extremely faint and illegible. It appears to be a list or a series of entries, possibly containing names and dates, but the details cannot be discerned.]



Appendix A
HVAC Equipment List
City of Wilmington
Department of Public Works

Pumping Station: Brandywine Pumping Station

NOTE: ALL LOUVERS (GRAVITY, ACTUATED, FIXED) MUST BE CLEANED ANNUALLY.



Whirlpool Air Conditioner
Window Unit
Location: Pump Station, Supervisor Office



Exhaust Fans - Roof Top
Pump Station
Quantity: 5



View inside Exhaust Fan Enclosures
No Data available
Direct Drive



Feddgers Air Conditioner
Window Unit
Location: SCADA Room in Pump Station



Exhaust Fan
Penn Ventilator Model P10V B2W
Location: Bathroom in Pump Station
Direct Drive



Siemens Actuated Louvers 7' X 4'
Quantity: 2
Pump Station Basement



Steam Unit Heater
Modine Hydronic Unit Heater Model No. HSB165S01
S/N: 30104407-3969
1/3 Hp; 115 V, 4.6 Amp
Location: Basement Near Old Pump 3A/3B



Steam Unit Heater
Trane Model UHSA 10058AAAE
Type 136-108-01
S/N: D82K4571
Location: BPS Basement near Old Pump 3A/3B



Steam Unit Heater
Trane Model UHSA 12658AAAE
Type 136-109-01
S/N: D83M03888
Location: Boiler Room



Steam Unit Heater
Trane Model UHSA 126S-8C-AAF
Type 136-109-01
S/N: D85G00902
Location: Boiler Room

BPS - Page 3



Mitsubishi Split System Heat Pump
Model No. MSZ-A09NA
Serial No. 6003970
208/240 V; Single Phase
Maintenance Supervisor Office in Smoke Stack Building



Trane Unit Heater Model No. UHSA126S6AAA
Type: 136-109-01
Serial Number D83L03604
Location: Maintenance Shop above boilers



Electric Vent fan in office near Maintenance Shop
No Data
Maintenance Supervisor Office in Smoke Stack Building

BRANDYWINE SCREEN HOUSE



Screen House -
Chromalox Electric Unit Heater
Cat No. HD3D-500
S/N: 004-305492-010
240 V; 5 KW; 1 Phase



Screen House -
Marley Electric Unit Heater
Model No. QWD05212BT000
240 V; 5 KW; 1 Phase; 22.6Amps

BPS/SCREEN HOUSE Pg 4



Screen House -
Cook Ventilator Fan - Model 1240XW 12XW40D15
Installed in 2020
S/N: 076S150562-00/0000701
115 V; Single Phase; 1550 RPM; 1200 CFM
Date: November 2019

Appendix A
HVAC Equipment List
City of Wilmington
Department of Public Works

Pumping Station: Cool Spring Pumping Station

NOTE: ALL LOUVERS (GRAVITY, ACTUATED, FIXED) MUST BE CLEANED ANNUALLY.



Electric Unit Heater - EUH-1
Location: Hypo Room in Gate House
TPI Corporation Model No. P3P5507 43WD701
480 V; 7.5 KW



Electric Unit Heater - EUH-2
Location: Hypo Room in Gate House
TPI Corporation Model No. P3P5507 43WD701
480 V; 7.5 KW



Exhaust Fan - EF-1
Location: Hypo Room in Gate House
ILG Industries, Model No. SQBA12HE1231
Serial No. 081307M278410
Baldor Motor L3501 Cat No.
1/3 Hp; 115/230 V. 34C61-5507 Spec
Belt: 4L-400



Exhaust Fan - EF-2
Location: Hypo Room in Gate House
ILG Industries, Model No. SQBA08GE1831D2
Serial No. 081307M278450
Baldor Motor L34034 Cat No.
1/3 Hp; 115/230 V. 34C51-5506 Spec
Belt: 4L-400



Actuated Louver - No Data
Location: Hypo Room, in Gate House



Electric Unit Heater - EUH-3
Location: Cool Spring Gate House
TPI Corporation Model No. P3P5515 43WD1501
480 V; 15 KW; 3 phase



Electric Unit Heater - EUH-4
Location: Cool Spring Gate House
TPI Corporation Model No. P3P5515 43WD1501
480 V; 15 KW; 3 phase



Electric Unit Heater - EUH-5
Location: Cool Spring Gate House
TPI Corporation Model No. P3P5505 43WD501
480 V; 5 KW; 3 phase



Exhaust Fan - EF-3
American Cool Air Model CBL/NBF 24SPUN
Serial No. 062907M236240
Location: Cool Spring Gate House
Belt: 4L-470



Exhaust Fan - EF-4
ILG Model No. 5508.SQDA08E16
Serial No. 081007M287820
Location: Cool Spring Gate House
Direct Drive



Motorized Louvers - No Data
Location: Cool Spring Gate House





Electric Unit Heater - EUH-1
Marley Electric Heater Model No. W75041A
MFG Code - L94
7.5 KW; 240 V; Single Phase
Location: Pump Station



Electric Unit Heater - EUH-2
Marley Electric Heater Model No. W75041A
MFG Code - L94
7.5 KW; 240 V; Single Phase
Location: Pump Station



Electric Unit Heater - EUH-3
Marley Electric Heater Model No. W75041A
MFG Code - L94
7.5 KW; 240 V; Single Phase
Location: Pump Station



Electric Unit Heater - EUH-4
Marley Electric Heater Model No. W75041A
MFG Code - L94
7.5 KW; 240 V; Single Phase
Location: Pump Station



Electric Unit Heater - EUH-5
Marley Electric Heater Model No. W50041A
Corrosion Resistant/Washdown
MFG Code - L94
5 KW; 240 V; Single Phase
Location: Pump Station



Electric Unit Heater - EUH-6
Marley Electric Heater Model No. W75041A
Corrosion Resistent/Washdown
MFG Code - L94
7.5 KW; 240 V; Single Phase
Location: Pump Station



Electric Unit Heater - EUH-7
Marley Electric Heater Model No. W50041A
Corrosion Resistent/Washdown
MFG Code - L94
5 KW; 240 V; Single Phase
Location: Pump Station



Electric Unit Heater - EUH-8
Marley Electric Heater Model No. W50041A
Corrosion Resistent/Washdown
MFG Code - L94
5 KW; 240 V; Single Phase
Location: Pump Station



Electric Unit Heater - EUH-9
TPI Corporation Model No. H1HUH05003
240 V; 5.0 KW; Singl Phase
Location: Pump Station, near Overhead Door



Exhaust Fan - EF-1
Twin City Corporation - No Data Available
Two motor dampner
Location: Pump Room
Belt: 4L-330



Exhaust Fan - EF-2
Twin City Fan and Blower
Size 182; Type: BCV
ARR. 10; Serial No. 7818612
With Actuated Damper
Belt: 4L-330



Damper No. 2 and 3
Motorized Wall Unit
Ducted to Basement
Location: Pump Room



Damper No. 6
Motorized Wall Unit
Location: Pump Room



Portable Dehumidifier
Dayton Model 2YV13
500 Watts
July, 2012
Location: Basement



Exhaust Fan
No data Available
Location: Former Chlorine Room in Pump Station



Dayton Electric Unit Heater
240 V; 3.3 KW
Location: Former Chlorine Room in Pump Station



Blower
Dayton Model No. 1TDU2
1/2 Hp; 115/230 V
1320 RPM; 1202 CFM
Location: Fountain Pit near Park



Electric Radiator Heater
24" Long; 120 Volt
Model No. 3502-2861-000
207033541
Location: Fountain Pit Near Park

Appendix A
HVAC Equipment List
City of Wilmington
Department of Public Works

Pumping Station: Foulk Road Pumping Station



Marley Q-Mark Electric Unit Heater
Model No MUH 0521 - 3700 Watts
21 Amps; 208/240 V; - Heater
.25 Amp; 208/240 V - Motor



Loren Cook Ventilation Fan
High Temperature exhaust
Model: 10CV17D
20 A Breaker, 115 V; 1725 RPM; 1/6 HP
S/N: 289S647944000007010601



Dayton Blower
Model 2C940



Fantech Dehumidifier
Model No. 55

Appendix A
HVAC Equipment List
City of Wilmington

Department of Public Works

NOTE: ALL LOUVERS (GRAVITY, ACTUATED, FIXED) MUST BE CLEANED ANNUALLY.

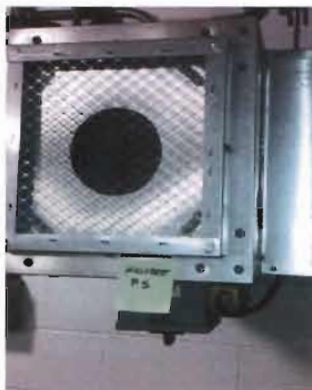
Pumping Station: Hillcrest Pumping Station



TPI Corporation
Model P3P5507T
Quantity: 1
480 V; 7.5 KW; 3 Phase,
Wall Mount Thermostat



Exhaust Fan EF-1
Greenheck Model SE2-16-417-A3
16" Direct Drive
Serial No. 06H26234
Direct Drive



Exhaust Fan EF-2
Greenheck Model BSQ-70-4
12" Centrifugal Inline Fan
Serial No. 06H26876
Belt: 3L-360R



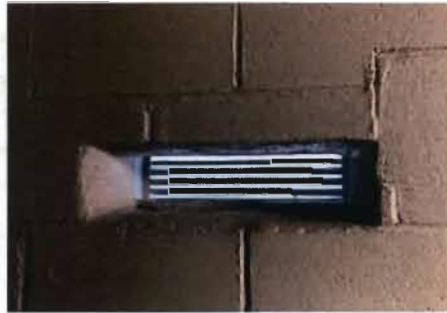
HILLCREST PS - PAGE 2



Chromolox Electric Unit Heater
Cat No. HD3D-500 004-305708-119
Quantity: 1
480 V; 5 KW; 3 Phase,
Wall Mount Thermostat
Location: Hypo Room



Exhaust Fan EF-3
Greenheck Model BSQ-70-4
12" Centrifugal Inline Fan
Serial No. 06H26915
Belt: 3L-370R
Location: Hypo Room



Two Louvers to be cleaned annually - Left is a gravity dampner in pump room,
On right is a fixed slot louver in chemical feed room

Appendix A
HVAC Equipment List
City of Wilmington
Department of Public Works

Pumping Station: Hoopes Pumping Station



Supervisor's Office
Window Air Conditioning Unit
Amana Model 5P2MY
MFG No. P1162301R
S/N: 9211201937
5.2 Amp; 555 Watts



Chromalox Electric Unit Heater
Cat No. HCH-301M
277 V; 1 Phase; 3000 Watts
EF-1
Supervisor's Office



Chromalox Electric Unit Heater
Cat No. HCH-301M
277 V; 1 Phase; 3000 Watts
EF-2
Lab Room



Chromalox Electric Unit Heater
Cat No. HCH-101M
277 V; 1 Phase; 1000 Watts
EF-3
Restroom



Chromalox Electric Unit Heater
Cat No. HCH-071M
277 V; 1 Phase; 750 Watts
EF-4
Lower Level



Chromalox Electric Unit Heater
Cat No. HCH-071M
277 V; 1 Phase; 750 Watts
EF-5
Lower Level - Pump 1 Valve area

HOOPES - PAGE 2



Chromalox Electric Unit Heater
Cat No. HCH-051M
277 V; 1 Phase; 500 Watts
EF-6 Valve Nook - Lower Level



Chromalox Electric Unit Heater
Cat No. HCH-501M
277 V; 1 Phase; 5000 Watts
EF-7 - Lower Level Pump Area



Chromalox Electric Unit Heater
Cat No. HCH-501M
277 V; 1 Phase; 5000 Watts
EF-8 - Lower Level Pump Area



Chromalox Electric Unit Heater
Main Floor Ceiling
277 Volt; 1 Phase
VUH-1



Chromalox Electric Unit Heater
Main Floor Ceiling
277 V; 1 Phase
VUH-2

Appendix A
HVAC Equipment List
City of Wilmington
Department of Public Works

Pumping Station: Kennett Pike Pumping Station

NOTE: ALL LOUVERS (GRAVITY, ACTUATED, FIXED) MUST BE CLEANED ANNUALLY.



Exhaust Fan EF-1
Location: Hypo Room
Greenheck Model No. BSQ-70-LMD
Serial No. 10824850070
Belt: A-36



Exhaust Fan EF-2
Location: Pump Room
Greenheck Model No. BSQ-80-3
Serial No. 06H26880
Belt: 4L-370R
Includes intake louvers



Exhaust Fan EF-3
Location: Pump Room
Greenheck Model No. SBE-1H20-3
Serial No. 06H26272
Belt: 4L-270
Includes intake louvers



Gravity Dampner - to be cleaned annually
Located in Main Pump Room

KENNETT PIKE PS - Page 2



Exhaust Fan EF-4
Greenheck Model No. BSQ-120-5
Serial No. 06H26870
Location: Pump Room
Belt: 4L-430
Includes Intake Louvers



Electric Unit Heater - EUH-1
Chromolox Model No. HD3D-1000PST
004-305709-089
480 V; 10 KW; 3 Phase
Location: Hypo Room



Electric Unit Heater - EUH-2
Chromolox Model No. HD3D-2000
004-305496-022
480 v; 20 KW; 3 phase
Location: Pump Room



Electric Unit Heater - EUH-3
Chromolox Model No. HD3D 500
004-305492-015
480V; 5 KW; 3 Phase
Location: Basement

KENNETT PIKE PS - Page 3



Dehumidifier
Mobile DH
Dayton



Fixed Slot Louver located in Chlorine Room.
To be cleaned annually



Appendix A
HVAC Equipment List
City of Wilmington
Department of Public Works

NOTE: ALL LOUVERS (GRAVITY, ACTUATED, FIXED) MUST BE CLEANED ANNUALLY.

Pumping Station: New Castle Pumping Station



Electric Unit Heater - EUH-1
Location: Pump Room
Chromoloz Model No. HD3D-750
Serial No. 004-305492-023
480 V; 7.5 KW; 3 Phase



Electric Unit Heater - EUH-2
Location: Pump Room
Chromoloz Model No. HD3D-750
Serial No. 004-305492-023
480 V; 7.5 KW; 3 Phase



Exhaust Fan - EF-1
Location: Pump Room
Greenheck Model No. SE2-16-417-A3
Serial No: 06100123
Direct Drive



Exhaust Fan - EF-2
Location: Pump Room
Greenheck Model No. BSQ-70-4
Serial No: 06H26878
Belt: 3L-360

NEW CASTLE AVE PS - Page 2



Gravity Louver
Location: Pump Room



Electric Unit Heater - EUH-3
Location: Hypo Room
Chromolox Model No. HD3D-500PS
Serial No. 004-305708-120
480 V; 5 KW; 3 Phase



Exhaust Fan - EF-3
Location: Hypo Room
Greenheck Model No. BSQ-70-4
Serial No. 06H026916
Belt: 3L-360



Fixed Slot Louver in Chlorine Room
To be cleaned annually



Appendix A
HVAC Equipment List
City of Wilmington
Department of Public Works

Station: Porter Complex

NOTE: ALL LOUVERS (GRAVITY, ACTUATED, FIXED) MUST BE CLEANED ANNUALLY.



Modine Hydronic Unit Heater
Model: HSB 86SB01SA
S/N: 39011019-5335-
1/8 Hp, 115V 2.2 Amps
Typical of four on Third Floor
Washwater Tank Area



Carbon Locker Room
One Vent Fan in Men's Room
No Data



Outside Louver Associated
with Men's Room Fan
Clean annually

Appendix A
HVAC Equipment List
City of Wilmington
Department of Public Works

Station: Porter Complex

PPF - PAGE 2



Carbon Locker Room
Two (2) Steam Wall Unit
Radiators
No Data



Dry Chemical Storage Area - 2nd Floor
Modine Unit Heater Model HSB 33SB01SA
1/25 HP; 115 V; 1.3 Amp
Serial Number 39011119-5250



Dry Chemical Storage Area - 2nd Floor
Modine Unit Heater Model HSB 33SB01SA
1/25 HP; 115 V; 1.3 Amp
Serial Number 39010619-5222



Dry Chemical Storage Area - 2nd Floor
Modine Unit Heater Model HSB 33SB06SA
1/6 HP; 115 V; 2.1 Amp
Serial Number 18101819-5025

Appendix A
HVAC Equipment List
City of Wilmington
Department of Public Works

Station: Porter Complex

PFP - PAGE 3



Carbon Room
Modine Model HSB 33SB06SA
1/6 HP; 115 V; 2.1 Amp
S/N: 18101819-5024



Carbon Room ductwork to be cleaned
Annually



Carbon Feed Room Blower
No Data



Dry Chemical Storage area
Exhaust Fan



Split Unit on Roof
Sanyo R410A Model C2472
S/N: 0044012 85221344675000
230 V; 10.8 Amp; single phase
Date: 4/11



Split Unit on Roof
Sanyo R410A Model C3672R
S/N: 0015111
230 V; 13.8 Amp; single phase

Appendix A
HVAC Equipment List
City of Wilmington
Department of Public Works

Station: Porter Complex

PFP - PAGE 4



Split Unit on Roof
Sanyo R410A Model C3672R
S/N: 0020911
230 V; 13.8 Amp; single phase



Split Unit on Roof
SanyoR410A Model C3672R
S/N: 0007092



Split Unit on Roof
Sanyo Flexi Multi Inverter Model CMH 3172
S/N: 0012193 85221344585002
230 V; single phase
Date: July 2009



Split Unit on Roof
Mitsubishi Model MUZ-FH09NA
230 V; 15 Amp
R410A Refrigerant



Control Room
Sanyo Model KMHS0972
S/N: 0084193 8522134476000
230 V; 0.15 A; One Phase
Tied to CWH3172
Sep-09



Control Room
Sanyo KHS3672R
S/N: 0057393
230 V; 0.5 A; 1 Phase
Tied to C3672R

Appendix A
HVAC Equipment List
City of Wilmington
Department of Public Works

Station: Porter Complex

PFP - PAGE 5



Control Room Closet
Loren Cook Duct Fan
Geminin Series 140 Sonebuster
115 V; 1.2 Amp



Porter Lab
Mitsubishi Split Unit
Model No. MSZ-FH09NA
208/230 Volt, Single Phase
Year: 2018



SCADA Room Near Lab
Mitsubishi Split Unit
Model No. MSZ-FH09NA
208/230 Volt, Single Phase
Year: 2018



Heat Pump for Lab and SCADA
Mitsubishi Split Unit
Model No. MSZ-2C20NAHZ2
Service Ref no: MXZ-2C20NAHZ2-U1
208/230 Volt, Single Phase, 40 Amp
Year: 2018



Porter MCC/Electric Room
Two (2) Wall Units
Steam Radiators
Direct Drive



MCC/Electric Room
Sanyo Model THW3672R
S/N 0006512
230 V; 0.8 A; 1 Phase
Tied to C3672R

Appendix A
HVAC Equipment List
City of Wilmington
Department of Public Works

Station: Porter Complex

PFP - PAGE 6



MCC/Electric Room
Three (3) Electric Unit Heaters
Ceiling Mounted
No Data
Direct Drive



MCC/Electric Room
Sanyo THW3672R
S/N 0006212
Tied to C3672R



Carbon Feed Room
Lower Level
New York Blower Junior Fan
Shop No K13827 100
Size: 75FC
With GE Motor
Model: 5KC37RN35H
1/2 Hp; 115V; 8.8 A; 1725 RPM



Lime Feed Room
Blower: Baldor Motor
Cat No. VMB B46
Spec No 846794X269
1 Hp; 208V; 3.7 A; 3 Phase; 1725 RPM



Ladies Rest Room
Wall Unit Steam Radiator
No Data



Supervisor's Office
Sanyo Model KMHS0972
S/N 0084393 85221344576000
230 V; 1 Phase
Date: Sept 2009
Tied to 3172

Appendix A
HVAC Equipment List
City of Wilmington
Department of Public Works

Station: Porter Complex

PPF - PAGE 7



Maintenance Supervisor's Office
Sanyo Model KMHS0972
S/N 0077593 85221344576000
230 V; 1 Phase
Date: Sept 2009
Tied to 3172



Maintenance Foreman's Office
Mitsubishi Model PKA-A12HA7
230 V; 15 Amp; Nov. 2018
S/N: 8YA11926A



Roof Top Unit for Foreman's Office
Mitsubishi Model PUZ-A12NKA7
230 V; 15 Amp; R410A Refrigerant
Feb., 2019
S/N 82U05616B



Porter Vestibule
Two Wall Units
Steam Radiators
No Data



Porter Lobby
Two Duct Diffusers
3' X 1'



Break Room
Sanyo Model KS2472
S/N 0121912 85221344590000
230 V; 1 Phase
Date: April 2011
Tied to 2472

Appendix A
HVAC Equipment List
City of Wilmington
Department of Public Works

Station: Porter Complex

PFP - Page 8



Break Room
Four (4) Steam Radiators
No Data



Men's Rest Room
Wall Unit - Steam Radiator
No Data



Locker Area Near Boiler
Trane Steam Unit Heater
Model No UHSA-038S-8C-AAC
S/N: D91H08892



Loading Dock, Near Elevator
Trane Steam Unit Heater
Model No UHSA-038S-8C-AAC
S/N: D91H08890



Odd Side Filter Area
Belt Driven Fan
3' X 3' Wall Unit to Outside
Extraction Air
Belt: 4L-290R



Even Side Filter Area
Belt Driven Fan
3' X 3' Wall Unit to Outside
Extraction Air
Belt: 4L-290R



Appendix A
HVAC Equipment List
City of Wilmington
Department of Public Works

Station: Porter Complex

PFP - Page 9



Filter Deck
Trane Steam Unit Heater
Model No. UHSA-042-8C-AAC
S/N: Painted - No Data



Filter Deck
Trane Steam Unit Heater
Model No. UHSA-042-8C-AAC
S/N: D91H08895



Filter Deck
Modine Hydronic Unit Heater
Model No. HSB 63S01
S/N: 39014909-9769
115 V; 1/12 Hp; 1.7 A; 1 Phase



PFP - Basement
Modine Hydronic Unit Heater
Model: V95S01
S/N: 39014512-1305
115V; 1/12 Hp; 2.7 A; 1 Phase
Near HS No. 1



PFP - Basement
Modine Steam Unit Heater
Unit No. V59SB01SA
S/N: 39013616-5261
115 V; 1 Phase; 1.4 A
Replaced in 2017
Near Stairs



PFP - Basement
Trane Unit Heater
Model No. UHPA-102P-4A-BAD
S/N: D911H08903
Near the Zinc Feed

Appendix A
HVAC Equipment List
City of Wilmington
Department of Public Works

Station: Porter Complex

PPF - Page 10



Filter Gallery
Steam Heat Exchanger
23 Tube
Replaced in 2018



Filter Gallery
Loren Cook Blower
Job No. 2 9 02991930 091
Model No. 245 CA SWSI
Mark 002 1725/0000-60--460
Belt: A-60



Magnatek Motor
Part No. 9-391183-60
Frame: 145T
2 Hp; 1755 RPM; 230/460 V
7.2/3.6 Amp



Metering Building
Gravity Damper - One
No Data



Metering Building
Greenheck Blower Fan, Ducted
Model No. SFD-S-SB-C4-TH
S/N: D4H23929
EF-1
Direct Drive



Metering Building
Unit Heater
Marley Electric Washdown/Corrosion Resistant
Model No. QWD 05212BT000
5.0 KW; 240 V; 1 Phase; 22.6 Amp
Installed in January 2017

Appendix A
HVAC Equipment List
City of Wilmington
Department of Public Works

Station: Porter Complex

PFP - Page 11



PFP - Garage
Trane Steam Unit Heater
Model No UHSA-060S-8C-AAE
S/N: D91H08896



PFP - Garage
Trane Steam Unit Heater
Model No UHSA-060S-8C-AAE
S/N: D91H08897



Lime Silo - Lower
Heatflo Unit Heater - Electric
No Data



Lime Silo - Lower
Dayton Fan Model 2C713B
1550 RPM; 1/20 Hp; 115 V; 1.8 Amp



Lime Silo - Upper
Dayton Fan Model 2C713B
1550 RPM; 1/20 Hp; 115 V; 1.8 Amp



Lime Silo - Upper
Dayton Unit Heater
Model No. 2YU70
480 V; 10 KW; 3 Phase; 0.22 Amp

Appendix A
HVAC Equipment List
City of Wilmington
Department of Public Works

Station: Porter Complex



Lime Silo - Upper
Motorized Louver/Shutter
Model No. 2C831B
120 V; 0.21 Amp

PFP - PAGE 12



PFP - Sludge Building
Heatflo Unit Heater - Electric
Cat No. HLH-C-10-43-30-00
MFG Part No. 004-303380-503
10 KW; 480 V



PFP - Sludge Building - Lower Floor
Chromalox HCH-501 172PP Electric Unit Heater
Wall Mount
480V; 5000 Watt; 3 Phase



PFP - Hypo Room
18-inch Exhaust Fan
No Data



PFP - Hypo Room
Motorized Louver
No Data



PFP - Fluoride Room
18-inch Exhaust Fan
No Data

Appendix A
HVAC Equipment List
City of Wilmington
Department of Public Works

Station: Porter Complex

PFP - Page 13



PFP - Fluoride Room
Motorized Louver
No Data



Ice Machine - Porter Operator's Area
Scotsman Brand
Model CU1526SA-1A
Serial No. 17011320014000
Refrigerant Charge: R404A
115 V; Single phase; 7.7 Amps



Two Hydronic Unit Heaters:
Modine Model HC 24SB01SA
1/25 Hp; 115 Volt; 1.3 Amp

Serial No. 39104018-5087
1st Floor of Gate House



Serial No. 39104018-5093
1st Floor of Gate House



One Hydronic Unit Heat in basement of Gate House
Modine Model No. 47SB01SA
Serial No. 39105018-5464
1/12 Hp; 115 volt; 1.7 Amp



Dayton Dehumidifier Unit
Located in Basement of Gate House

Six Hot Water Convectors located on Second Floor.

Appendix A
HVAC Equipment List
City of Wilmington
Department of Public Works

Station: Porter Complex

PFP - Page 14



Low Lift Pump Station
Two Axiom High Efficiency **Water** Source
Heat Exchangers
Trane Model EXEH 0424
S/N: W11A01441 & W11A01442
Oder No. D6N433A- A&B
Compressor: 460 v; 3 phase; **11.3 Amp**
Blower 265 v, 1 Phase, **3/4 HP**
R410A Refrigerant, 61.5 Oz.

Appendix A
HVAC Equipment List
City of Wilmington
Department of Public Works

Station: Waterworks Center - BAS System



Assistant Director's Office
Split Unit



Cubicle Area
Ventilation Units



Water Quality Supervisor
Office
Split System



Oraginc Lab
Split Unit



Main Lab Area
Split Units



Vestibule
Floor Radiator

WATERWORKS CENTER - PAGE 2



Conference Room First Floor
Split Unit



Conference Room First Floor
Floor Radiator



Staircase Split Unit



Second Floor Conference Room
Split Unit



Utility Room
Second Floor
Berko Unit Heater



SCADA Room
Split Unit



Basement Staircase
Floor Radiator

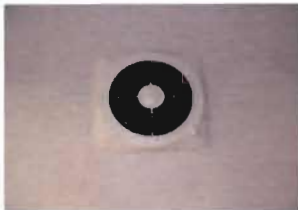
WATERWORKS CENTER - PAGE 3



Lunchroom
Three Split Units



Water Heater
Bradford White
Model No, MII5093SF09
S/N: FC11755636
50 Gallons; 9 KW



Lower Level Restroom
Ventilation Fan



Koolaire Ice Machine
Model No: K400
Serial No. 1120456056
115 Volt; 12.7 Amp
Refrigerant: 410A



Scotsman Ice Machine Filter
REPLACE ANNUALLY

Not Shown in Photos, but included in Scope:
A/C Roof Top Units - 4 Filters, each 20" x 20" x 4"
Lab Fume Hood Exhaust: Belt No. 4L-260

Appendix A
HVAC Equipment List
City of Wilmington
Department of Public Works

Pumping Station: Wills Pumping Station

NOTE: ALL LOUVERS (GRAVITY, ACTUATED, FIXED) MUST BE CLEANED ANNUALLY.

MCC ROOM



Chromolox Electric Unit Heater
Model: HD3-500
208 V; 5 KW; 3 phase; 0.6 Amp



Markel Electric Unit Heater
Quantity: 3
Model: F3F5505T
208 Volt; 5 KW; 3 Phase; 0.7 Amp



Actuated Louvers
Quantity: 4



Belimo Actuator for Louvers
EFB120-S N4 Model
240 Volt
Typ of 4



Yaskawa VFD Controllers
Z1000 Model
VFD's control Louvers
200 V 10.6 Amp



WILLS Pump Station - Page 2



Control Panel for VFD Controlled Exhaust Air EF-1, -2 and -3

CONTROL ROOM and BATHROOM



Electric Baseboard Heaters
Quantity: 2
110 V; 15 Amp



DUCT/MECHANICAL ROOM



New York Blower (2003)
Shop No. X01118100
24" FRP Fume Exhauster
3000 CFM; 240 Volt



Two Gravity Louvers
Located in Duct Room
To Be Cleaned Annually



SCREEN ROOM

WILLS Pump Station - Page 3



Markel Electric Unit Heater
Quantity: 2
Model: F3F5505T
208 Volt; 5 KW; 3 Phase; 0.7 Amp

PUMP ROOM (BASEMENT)



Indeeco - Triad Unit Heater
Washdown - Corrosion Resistant
Model: 234-U11N-00500-3510
Quantity: 3
5 KW; 208 V; 3 Phase: 20 Amp

ROOF TOP UNITS



Loren Cook Exhaust fans (3)
Model: 402 ACRU 402R8B
208 V; 1.5 Hp; 1725 RPM;
10500 CFM - January 2019
S/N: 076SH90802-00/0000701
S/N: 076SH90802-00/0000702
S/N: 076SH90802-00/0000703



Penn Ventilator
No Data Available
Located over Screen Room
Belt: 4L-270



Air Intake Cupola
For Blower in Duct Room
Louvers should be cleaned.

SECTION PF
PROPOSAL FORM

DATE: 5/12/2020

Contract 21004 WD

TO: Manager, Division of Procurement and Records
City/County Building – Fifth Floor
800 French Street
Wilmington, DE 19801

FOR: Department of Public Works

Gentlemen:

Having carefully examined the Request for Proposal entitled “HVAC and Related Systems Inspection and Maintenance Services, Contract No. 21004 WD,” and having become familiarized with their requirements and having visited the sites of the work and noted all conditions affecting the work, the undersigned hereby proposes to furnish the services described in the Request for Proposal for the following prices:

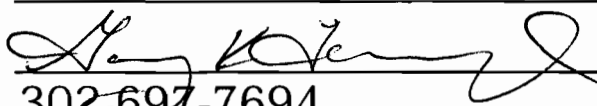
- | | | |
|---------|---|---|
| ITEM-1: | Scheduled Inspection and Maintenance Services for a twelve month Period - Lump Sum = | \$ <u>30,498</u> |
| | | Thirty Thousand Four Hundred Ninety Eight Dollars |
| ITEM-2: | Unscheduled On-call Maintenance and Repair Services consisting of <u>on-site</u> man hours for a lead technician in response to specific requests by the City
<u>\$85.00</u> per hr. x 100 hrs. = | \$ <u>8,500</u> |
| | | Eight Thousand Five Hundred Dollars |
| ITEM-3: | Unscheduled On-call Maintenance and Repair Services consisting of <u>on-site</u> man hours for a crew of two technicians and/or mechanics in response to specific requests by the City
<u>\$170.00</u> per hr. x 50 hrs. = | \$ <u>8,500</u> |
| | | Eight Thousand Five Hundred Dollars |
| ITEM-4: | Emergency Services consisting of <u>on-site</u> man hours for a lead technician in response to specific requests by the City
<u>\$127.50</u> per hr. x 50 hrs. = | \$ <u>6,375</u> |
| | | Six Thousand Three Hundred Seventy Five Dollars |
| ITEM-5: | Emergency Services consisting of <u>on-site</u> man hours for a crew of two technicians and/or mechanics in response to specific requests by the City
<u>\$255.00</u> per hr. x 50 hrs. = | \$ <u>12,750</u> |
| | | Twelve Thousand Seven Hundred Fifty Dollars |

ITEM-6:	Unscheduled On-call Maintenance Services consisting of <u>on-site</u> man hours for a lead ATC technician in response to specific requests by the City \$ <u>120.00</u> per hr. x 50 hrs. =	\$ <u>6,000</u> Six Thousand Dollars
ITEM-7:	Unscheduled On-call Maintenance Services consisting of <u>on-site</u> man hours for a crew of one ATC technician and one helper in response to specific requests by the City \$ <u>185.00</u> per hr. x 25 hrs. =	\$ <u>4,625</u> Four Thousand Six Hundred Twenty-Five
ITEM 8:	Spare Parts Allowance	\$10,000
ITEM 9:	Capital Improvement Allowance	\$15,000
TOTAL OF ITEMS 1, 2, 3, 4, 5, 6, 7, 8 and 9		\$ <u>102,248</u> One Hundred Two Thousand Two Hundred Forty Eight Dollars

Work under this Contract shall be completed with 365 days from award of the Contract.

The BIDDER acknowledges receipt of Addendum and or Addenda No. 1, No. 2,
 No. _____, prior to submitting a proposal on this Contract.

The BIDDER also agrees that all work required under this Contract is covered by the prices stated hereinbefore and that no other payments will be allowed. The BIDDER further states that his official address for receiving communications is as shown at the beginning of this Proposal.

FIRM: Diamond Mechanical, Inc.
ADDRESS: 3588 Peachtree Run Dover, DE 19901
CITY OF WILMINGTON
BUSINESS LICENSE NO: _____
ATTEST: _____
FEDERAL I.D. NO.: 82-2377128
PER: Gary K. Fowler, Jr.
Name (typed or printed)
TITLE: Vice President
SIGNATURE: 
TELEPHONE NO: 302-697-7694
FAX NO: 302-697-1328
Email: gfowler@diamondmechanical.net

To Be Submitted with Bid

CONTRACT: 21004WD

FORM DBE 1
(Rev. 10/09)

Failure to submit this completed form will be cause for rejection of your proposal

Bidder acknowledges that he has read the D.B.E. goal provisions of the City for this fiscal year and that bidder will expend the dollar amount of the contract for D.B.E. subcontractors through the use of the following disadvantaged business enterprises, subject to the certification by the City, as subcontractors and that Bidder has made good faith efforts* as evidenced by its listing of disadvantaged businesses that were contacted as detailed herein and on the following pages. (Must be completely filled out.)

**CITY OF WILMINGTON
DISADVANTAGED BUSINESS ENTERPRIS. ("D.B.E.")
SUBCONTRACTOR LISTING**

D.B.E. Firm Name IRS Numbers	Mailing Address & Contact Number	Type of Service	Dollar Amount of Contract
	N/A		
Total Dollar Amount to be Expended for Disadvantaged Business Enterprises			
Total Amount of Contract			
Percentage of Contract used for D.B.E.			

Gary K. Fowler, Jr. Vice President

Name of Authorized Official of Bidder **Title**

Diamond Mechanical, Inc.

Company

*Good faith efforts shall be evidenced by listing each and every disadvantaged business enterprise (DBEs) contacted, showing the name and address of each, the names of contact persons, telephone numbers, sources used to identify DBEs, methods used to make contact, dates firms were contacted, responses, dates responses were received, type of subcontract, reasons for rejection, and estimated value of subcontract.

To Be Submitted with Bid

FORM DBE-2
(Rev. 10/09)

CONTRACT: 21004WD

Failure to submit this completed form will be cause for rejection of your proposal

DBE Firm Name/Address	Contact Person(s) Email or Phone Number	Dates Contacted Initially and In Follow Up; Methods Used	Type of Subcontractor, plus Estimated Value	Reason for Rejection (If Firm Not Used) (If Bid "To High" Also Indicate Value)
1.			\$	
2.			\$	
3.			\$	

Were advertisements placed in general circulation media, trade association publications, and DBE media interested in DBE participation? If so, state details of the advertisement. If not, state why not.

IND - SELF PERFORMING

What efforts were made to use the services of organizations that provide assistance in recruitment and placement of DBE's?

N/A

The following are examples of actions that may not be used as justification by the contractor or bidder for failure to meet DBE participation goals:

1. Failure to contract with a DBE solely because the DBE was unable to provide performance and/or payment bonds.
2. Equipment idled by contractor with DBE.
3. Rejection of a DBE because of its union or non-union status.

If more DBE firms have been contacted, please list with supplemental form(s) on additional pages.

To Be Submitted with Bid if DBE is not listed in City DBE Directory

CONTRACT: 21004WD

FORM DBE-3
(Rev. 10/09)

Failure to submit this completed form will be cause for rejection of your proposal!

**CITY OF WILMINGTON
DISADVANTAGED BUSINESS REGISTRATION VERIFICATION FORM**

1.	NAME: _____		
2.	ADDRESS: <u>N/A</u>		
3.	PHONE: _____	PRODUCT OR SERVICE LINE: _____	
4.	TYPE OF FIRM: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Individual <input type="checkbox"/> Other _____		
5.	EMAIL: _____		
6.	DATE OF ORIGINATION OF FIRM: _____	EMAIL: _____	
7.	BUSINESS LICENSES HELD: _____	City: _____	State: _____ Other: _____
8.	DISADVANTAGED OWNERSHIP OF FIRM:		
	NAME	OWNERSHIP % OF FIRM	DISADVANTAGED BUSINESS
a.			
b.			
c.			
d.			
e.			
f.			
9.	NON-DISADVANTAGED OWNERSHIP OF FIRM:		
	NAME	OWNERSHIP % OF FIRM	
a.			
b.			
c.			
d.			
e.			
f.			
B.	I hereby certify that the information above is true and complete to the best of my knowledge and belief, and that I have been duly authorized to make this certification on behalf of the firm.		

Gary K. Fowler, Jr.
NAME (printed)
5/12/2020
DATE

Gary K. Fowler, Jr.
SIGN
Vice President
TITLE

Digitally signed by Gary K. Fowler, Jr.
 DN: cn=Gary K. Fowler, Jr., o=City of Wilmington, email=gkfowler@diamondmechanical.net, c=US
 Date: 2020.07.21 15:19:05 -0400

FOR OFFICE USE ONLY

DATE RECEIVED: _____
 DATE APPROVED: _____
 INFORMATION VERIFIED: _____

**Contractor/Subcontractor
Responsibility Certification**

Contractors: The City of Wilmington Division of Procurement and Records must receive this executed form not later than at the time of bid submission. It may be submitted prior to bid submission for review.

Subcontractors: Must submit this form to requesting contractor.

**CONTRACTOR/SUBCONTRACTOR RESPONSIBILITY CERTIFICATION
FOR DEPARTMENT OF PUBLIC WORKS CONTRACTS
VALUED AT MORE THAN \$100,000**

Name of Company: Diamond Mechanical, Inc.

Address: 3588 Peachtree Run
Dover, DE 19901

Contract/Project Name: FY2021 HVAC Inspection / Maintenance

Contract Number: 21004 WD

As a condition of performing "City work" (all building or construction work or projects of any kind or nature as provided in City Code Sec. 2-651) for the City of Wilmington, Delaware, contractors and subcontractors (hereinafter referred to as "Bidders") must meet certain responsible contractor requirements and qualifications specified in the Wilmington City Code, Chapter 2, Article VI, Division 6, Subdivision III (Sec. 2-561 et seq.). Pursuant thereto, the Company named above certifies the following:

**PLEASE INITIAL EACH ITEM TO INDICATE COMPLIANCE
(Xs and check marks are *not* acceptable)**

GKF 1. The Bidder and its employees have all valid, effective licenses, registrations, or certificates required by federal, state, county, or local law, including, but not limited to, licenses, registrations, or certificates required to:

- a. do business in the City of Wilmington and the State of Delaware; and
- b. perform the contract work, including, but not limited to, licenses, registrations or certificates for any type of construction or maintenance trade work or specialty work which the Bidder proposes to self-perform.

GKF 2. The Bidder meets all:

- a. bonding requirements as required by the applicable law or contract specifications; and
- b. insurance requirements per applicable law or contract specifications, including general liability insurance, workers' compensation insurance, and unemployment insurance.

GKF 3. The Bidder has a satisfactory record of integrity in accordance with Sec. 2-537(4) of the City Code, which further states as follows:

The following provisions, while not exclusive, shall be sufficient to justify a finding of nonresponsibility:

- a. failure to pay taxes and fees due and owing to the City;
- b. a conviction of the contractor or a principal officer thereof for commission of a criminal offense, as incident to obtaining or attempting to obtain a public contract or in the performance of such contract;
- c. a conviction, of the contractor or principal officer thereof, under state or federal statutes, for embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a city contractor.

GKF 4. The Bidder has a satisfactory record of timely performance of City contracts in accordance with Sec. 2-537(3) of the City Code, which further states as follows:

Contractors who are seriously deficient in current contract performance, when the number of contracts and the extent of deficiency of each are considered, shall, in the absence of evidence to the contrary or circumstances properly beyond the control of the contractor, be presumed to be unable to meet this requirement. Past unsatisfactory performance due to failure to apply necessary

tenacity, or perseverance to do an acceptable job, shall be sufficient to justify a finding of nonresponsibility.

GKF 5. The Bidder has a satisfactory record of performance of contractual provisions in accordance with Sec. 2-537(5) of the City Code, which further states as follows:

Violation of contract provisions of a character which justify a finding of nonresponsibility include:

- a. deliberate failure without good cause to perform in accordance with the specifications provided in the contract;
- b. a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts;
- c. in particular, failure to comply with prevailing wage and related federal, state, and city requirements;

provided, however, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for a finding of nonresponsibility.

GKF 6. The Bidder has a satisfactory record of good faith efforts to achieve disadvantaged business enterprise participation in accordance with Sec. 2-537(8) of the City Code.

GKF 7. The Bidder has not been debarred or suspended by any federal, state or local government agency or authority in the past three years.

GKF 8. The Bidder has not defaulted on any project in the past three years.

GKF 9. The Bidder has not had any type of business, contracting or trade license, registration, or other certification revoked or suspended in the past three years.

GKF 10. The Bidder and its owners have not been convicted of any crime relating to the contracting business in the past ten years.

GKF 11. The Bidder has not at any time been found in violation of any federal, state or local prevailing wage law.

GKF 12. The Bidder has not within the past three years been found in violation of any law applicable to its contracting business, including, but not limited to, licensing laws, tax laws, prompt payment laws, wage and hour laws, environmental laws or others, where the result of such violation was the payment

of a fine, back pay damages or any other type of penalty in the amount of \$1,000 or more.

GKF 13. The Bidder will pay all craft employees that it employs on the project the current wage rates and fringe benefits as required under applicable federal, state or local wage laws.

GKF 14. All craft labor that will be employed by the Bidder for the project have completed at least the OSHA 10 hour training course for safety established by the U. S. Department of Labor, Occupational Safety & Health Administration.

GKF 15. The Bidder will employ craft employees in all classifications and individual trades required to successfully perform the work related to the project.

GKF 16. The Bidder has participated in a Class A Apprenticeship Program for the past twelve months, at a minimum, for each separate trade or classification in which it employs craft employees and shall continue to participate in such program or programs for the duration of the project. The twelve month participation requirement may be waived during the first year of implementation of this Ordinance, provided that the firm is participating in a Class A Apprenticeship Program at the time it submits its bid and submits information showing that the construction craft workers it plans to use have adequate skills to successfully perform the project. Once the Ordinance has been in effect for twelve months, i.e., September 4, 2013, a waiver of this requirement will no longer be available.

- a. for purposes of this section, a Class A Apprenticeship Program is an apprenticeship program that is currently registered with and approved by the U.S. Department of Labor or a state apprenticeship agency and has graduated apprentices to journeyman status for at least three of the past five years;
- b. to ensure compliance with this section, the Bidder shall provide, with this certification, a list of all trades or classifications of craft employees it will employ on the project and documentation verifying it participates in a Class A Apprenticeship Program for each trade or classification listed;
- c. in order to enhance the training of its workforce and to comply with this subsection, the firm must enroll a new person in a Class A Apprenticeship Program for each bid submitted to the City.

GKF 17. The Bidder shall make all reasonable best efforts to ensure that fifteen percent (15%) of the workforce hired for the project, especially with respect to new workers recruited and hired for the project, includes City of Wilmington residents. To ensure compliance with this section, the Bidder will also make residency information on its workforce available to the City upon request.

GKF 18. The Bidder has all other technical qualifications and resources, including equipment, personnel and financial resources, to perform the referenced contract, or will obtain same through the use of qualified, responsible contractors.

GKF 19. The Bidder acknowledges that within seven (7) calendar days following the date of receipt of Notice of Intent to Award Contract, it will provide a list of subcontractors it plans to utilize for services in the performance of the contract. The list must include a brief description of the subcontractor's scope of work. In addition, each subcontractor providing services equaling or exceeding \$100,000 must provide executed Subcontractor Responsibility Certifications containing information equivalent to that required for the Bidder in the Contractor Responsibility Certification. Note: Bidder must initial this item regardless of the value of the subcontract services.

GKF 20. If at any time during the past five (5) years the Bidder has controlled or has been controlled by another corporation, partnership or other business entity operating in the construction industry, it will disclose such facts by attaching a detailed statement to its Contractor Responsibility Certification explaining the nature of the relationship.

GKF 21. The Bidder acknowledges that it shall be required to provide appropriate documentation of the conditions specified in this Contractor/Subcontractor Responsibility Certification. The Bidder also understands that the City of Wilmington may request additional information or documents at any time as the City of Wilmington deems necessary to evaluate the responsibility of Bidder. Bidder agrees to provide such additional information or supporting documentation for this Certification.

GKF 22. If a Bidder fails to provide the Contractor Responsibility Certification required by this section, the Bidder shall be disqualified from bidding the contract. If a Bidder fails to provide other information or documentation required by the City of Wilmington, it may be disqualified from being awarded the contract.

GKF 23. The Bidder shall notify the City within seven days of any material changes to all matters attested to in this certification.

Under the penalty of perjury, the Bidder's authorized representative hereby certifies that all information included in the Contractor Responsibility Certification or otherwise submitted for purposes of determining the Bidder's status as a responsible contractor is true, complete and accurate and that he/she has knowledge and authority to verify the information in this certification or otherwise submitted on behalf of the Bidder by his or her signature below.


Authorized Signature

5/12/2020
Date

Gary K. Fowler, Jr
Print Name
Vice President
Title

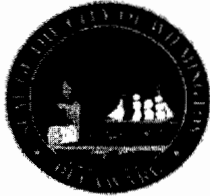

Witness Signature

5/12/2020
Date

PLEASE SUBMIT **SIGNED ORIGINAL** VERSION OF THIS FORM TO:

**CITY OF WILMINGTON
DEPARTMENT OF FINANCE, DIVISION OF PROCUREMENT
LOUIS REDDING CITY COUNTY BUILDING
800 N. FRENCH STREET, 5TH FLOOR
WILMINGTON, DE019801**

Questions regarding the this form can be sent to
procurement@wilmingtonde.gov or call 302.576.2423



DEPARTMENT OF PUBLIC WORKS
WATER DIVISION

MEMORANDUM

TO: Phil Ceresini
Purchasing Agent
Division of Procurement and Records

FROM: Samuel A. Baise Jr.
Contracts & Maintenance Supervisor
Public Works Department

DATE: June 5, 2020

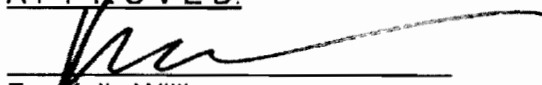
Re: Contract 21004WD – HVAC & Related Systems Inspection-Maintenance Services
Recommendation of Award

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

<u>Bidder</u>	<u>Grand Total</u>
Diamond Mechanical, Inc.	\$ 102,248.00
Modern Controls, Inc.	\$ 105,240.00
I.D. Griffith, Inc.	\$ 110,125.00
Summit Mechanical, Inc.	\$ 112,625.00
Bradley-Sciocchetti, Inc.	\$ 115,800.00

Our recommendation is to award this contract to the apparent low bidder, Diamond Mechanical, Inc. for the amount shown above. We have reviewed their response to the RFP for Contract 21004WD, and they appear to meet the specification.

APPROVED:



For Kelly Williams
COMMISSIONER OF PUBLIC WORKS

cc: Vince Carroccia, Deputy Commissioner
Chris Oh, Water Services Director
Joe Dellose, Contracts & Maintenance Supervisor
Manuel Parada, Parada Construction Services, LLC

CERTIFICATE OF AWARD OF CONTRACT

I hereby certify that Contract No. 21004WD is on this 5th of June 2020 awarded to Diamond Mechanical, Inc in the amount of \$102,248.00 as per Proposal dated 5/12/20 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 3/24/20.
2. The advertisement calling for sealed bids on this contract was published in the News Journal on 3/24/20 & 3/31/20 stated that bids would be opened at 3:00 p.m. on 4/21/20*
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 5/12/20. Other persons present at the opening of the bids were: Phil Ceresini & Tamara Thompson
4. Bids were submitted by the following contractors in the following amounts:

Contractor	Address	Date of Bid	Amount
Diamond Mechanical, Inc	Dover, DE	5/12/20	\$102,248.00
Modern Controls, Inc	New Castle, DE	5/12/20	\$105,240.00
I.D. Griffith, Inc	Wilmington, DE	5/12/20	\$110,125.50
Summit Mechanical, Inc	Bear, DE	5/12/20	\$112,625.00
Bradley-Sciocchetti	Merchantville, DE	5/12/20	\$115,800.00

*Date changed 5/12/20 per Addendum 2

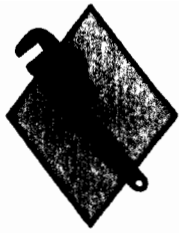
5. City License Number _____

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	6/5/20



Department of Finance, Division of Procurement



Diamond Mechanical, Inc.

3588 Peachtree Run Dover, DE 19901 (302) 697-7694

CERTIFIED. COPY OF RESOLUTIONS

I, the undersigned, Secretary of Diamond 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 24 day of June, 2020.

RESOLVED, that the President, 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, (City Contract 21004WD "HVAC & Related Systems Inspection & Maintenance"), for the Contract Price of \$102,248.00; 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 ad effect

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

President: Thomas J Hartley

Vice President: Gary K. Fowler, Jr.

Corporate Secretary: Gary K Fowler, Jr.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Corporation this 24 day of June, 2020 A.D.


Corporate Secretary

Delaware

Page 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "DIAMOND 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 TWENTY-SIXTH DAY OF JUNE, A.D. 2019.



6447567 8300

SR# 20195673946

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

A handwritten signature in black ink, appearing to read "JBULLOCK", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed in a small font.

Authentication: 203110771

Date: 06-26-19



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/15/2020

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 L & W Insurance Agency P.O. Box 918 Dover, DE 19903 William J. Strickland	CONTACT NAME: William J. Strickland PHONE (A/C, No, Ext): 302-674-3500 FAX (A/C, No): 302-674-2909 E-MAIL ADDRESS: _____ ADDRESS: _____														
INSURED Diamond Mechanical Inc PO Box 996 Dover, DE 19903	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER A : Donegal Mutual</td> <td>13692</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Donegal Mutual	13692	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Donegal Mutual	13692														
INSURER B :															
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.

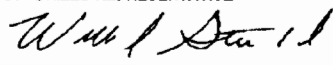
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: _____			CPA8958728	01/01/2020	01/01/2021	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 \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CAA8958728	01/01/2020	01/01/2021	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 DED <input checked="" type="checkbox"/> RETENTION \$ 0			CXL8958728	01/01/2020	01/01/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A If yes, describe under DESCRIPTION OF OPERATIONS below			WCI8958728	01/01/2020	01/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Installation Fltr			CPA8958728	01/01/2020	01/01/2021	\$ 200,000

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

Contract Number 21004WD. When required by an executed written contract, City of Wilmington is and additional insured to commercial general liability coverage, but only as their interests may appear with respects to work performed by the insured. Umbrella is follow form.

CERTIFICATE HOLDER

CANCELLATION

CITYO-3 City of Wilmington 800 French St 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 
---	---

----- CONTRACT-----

THIS AGREEMENT made the 7th day of July in the year Two Thousand Twenty 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 **Diamond 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 **21004WD "HVAC & RELATED SYSTEMS INSPECTION & MAINTENANCE"** for the **Department of Public Works** in accordance with Advertisement for Bids by the Department of Finance, Division of Procurement and Records date **3/24/20 & 3/31/20** and specifications identified as Contract No. **21004WD** 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 **One Hundred Two Thousand, Two Hundred Forty-Eight-- Dollars and 00/100 (\$102,248.00)** as per Proposal dated **5/12/20** to the Department of Finance, Division of Procurement and Records.

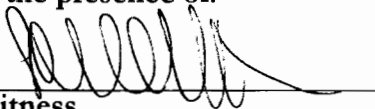
Article 3. In the performance of this Contract, the parties agree that they shall not discriminate or harass, or permit discrimination or harassment, against any person because of age sex, martial status, race, religion, color, national origin or sexual orientation.

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

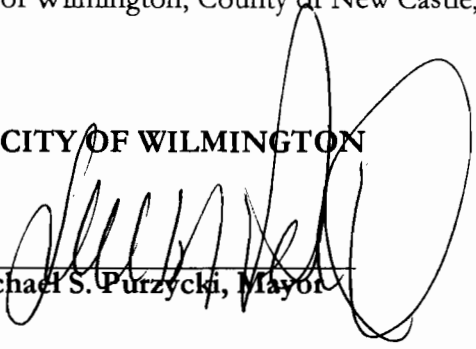
In witness whereof the party of the first part has, by recommendation of the **Commissioner of Public Works**, caused the hand of **Michael S. Purzycki**, Mayor, and the corporate seal of the City of Wilmington, attested by the City Clerk, to be hereunto affixed; and the party of the second part has 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.

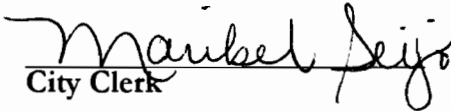
Signed, Sealed and delivered
in the presence of:


Witness

THE CITY OF WILMINGTON

By: 
Michael S. Purzycki, Mayor

ATTEST:

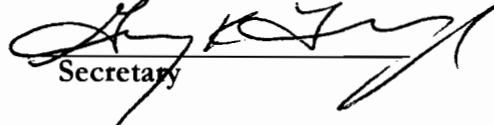

City Clerk

Diamond Mechanical, Inc


Witness

By: 
President (Seal)

ATTEST:


Secretary

**AN ORDINANCE TO AUTHORIZE AND APPROVE TWO ONE-YEAR
EXTENSIONS OF CONTRACT 21005WD BETWEEN THE CITY OF
WILMINGTON AND I.D. GRIFFITH, INC. FOR BOILER INSPECTION
AND MAINTENANCE SERVICES**

#0024

Sponsor:

**Council
Member
Oliver**

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 21005WD “Boiler Inspection & Maintenance Services” (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 I.D. Griffith, Inc., the lowest responsible bidder; and

WHEREAS, the primary purpose of the Contract is to provide inspection, maintenance, and repair of boiler systems at numerous City sites; and

WHEREAS, the term of the Contract is for the period from July 1, 2020 through June 30, 2021, at an estimated price of Three Hundred Twenty-Four Thousand, Four Hundred Sixty-Five Dollars (\$324,465.00), with the possibility of two (2) extensions of one (1) year thereafter on the same terms and conditions, at the option of the City, subject to budget appropriations; and

WHEREAS, it is the recommendation of the Department of Public Works that Council authorize the City to exercise the options to extend the Contract for two (2) additional periods of one (1) year.

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

SECTION 1. The two (2) one-year extension options to Contract 21005WD “Boiler Inspection & Maintenance Services” between the City of Wilmington and I.D. Griffith, Inc., a copy of which Contract, in substantial form, is attached hereto as Exhibit “A”, at an estimated price of Three Hundred Twenty-Four Thousand, Four Hundred Sixty-Five Dollars (\$324,465.00) for each extension period, are hereby approved, and the Mayor, or his designee, is hereby authorized to exercise the City’s options, as well as take 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..... February 18, 2021
Second Reading..... February 18, 2021
Third Reading.....

Passed by City Council,

President of City Council

ATTEST: _____
City Clerk

Approved this ____ day of _____, 2021.

Mayor

SYNOPSIS: This Ordinance authorizes the City to exercise two (2) one-year options to extend Contract 21005WD “Boiler Inspection & Maintenance Services” between the City of Wilmington and I.D. Griffith, Inc.

FISCAL IMPACT STATEMENT: The fiscal impact of this Ordinance is two (2) one-year contract extensions at an estimated price of Three Hundred Twenty-Four Thousand, Four Hundred Sixty-Five Dollars (\$324,465.00) per extension.

W0113320

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:

21004WD – HVAC & RELATED SYSTEMS INSPECTION & MAINTENANCE

–and–

21005WD – BOILER INSPECTION & MAINTENANCE SERVICES

Bid opening: Tuesday, April 21, 2020, 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

3/24, 3/31-NJ

0004116080-01



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

SD CITY WLM PURCHASING DIV
800 N FRENCH ST FL 5

WILMINGTON, DE 19801

DE,

AFFIDAVIT OF PUBLICATION

of Affidavits: 1

This is not an invoice

State of Delaware

New Castle County

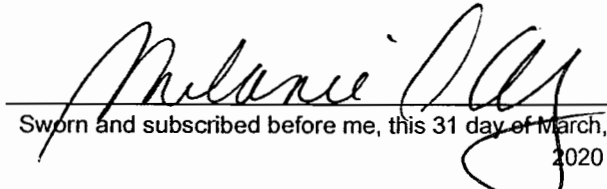
Personally appeared **The News Journal**

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 newspaper 2 times, once in each issue as follows:

03/24/2020, 03/31/2020 A.D 2020

Gail Wilgust

Ad Number: 0004116080


Sworn and subscribed before me, this 31 day of March, 2020

Legal notification printed at larger size for affidavit.





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

Customer: SD CITY WILM PURCHASING DIV
Address: 800 N FRENCH ST FL 5
WILMINGTON DE 19801
USA

Ad No.: 0004116080
Pymt Method: Invoice
Net Amt: \$281.00

Run Times: 2

No. of Affidavits: 1

Run Dates: 03/24/20, 03/31/20

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., Wilm., DE 19801 for:

21004WD – HVAC & RELATED SYSTEMS INSPECTION & MAINTENANCE

--and--

21005WD – BOILER INSPECTION & MAINTENANCE SERVICES

Bid opening: Tuesday, April 21, 2020, 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

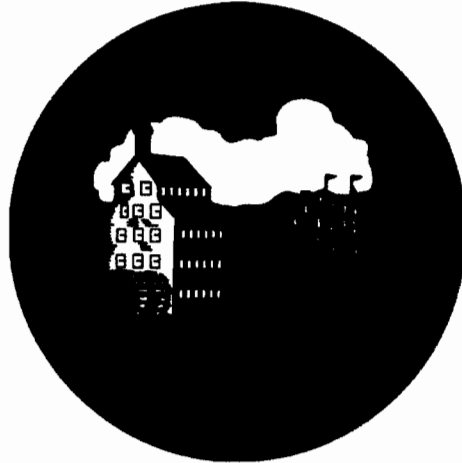
3/24, 3/31-NJ

0004116080-01

ADDENDUM #2

**21004WD – HVAC AND RELATED SYSTEMS INSPECTIONS AND
MAINTENANCE SERVICES**

21005WD – BOILER INSPECTION AND MAINTENANCE SERVICES



The Bid Submittal and Opening Date have been revised. Bids are now due on Tuesday, May 12, 2020 by 3:00 pm.

Bid Opening: Tuesday, May 12, 2020, at 3:00 pm in the Finance Department Conference Room, 5th Floor, Louis L. Redding City/County Building, 800 French Street, Wilmington, DE 19801.

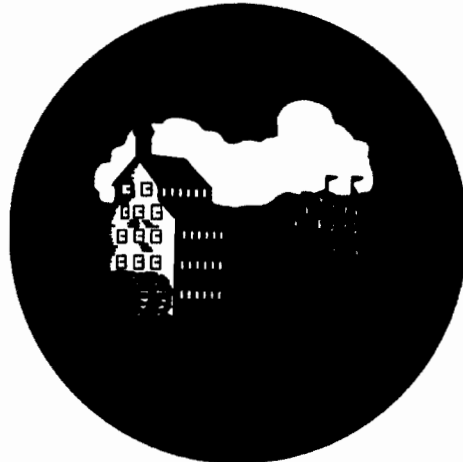
ALL OTHER PROVISIONS OF THIS SOLICITATION REMAIN THE SAME.

Issued 17 April 2020 by the
Procurement and Records Division, Department of Finance
Louis L. Redding City County Building, 800 French Street
Wilmington, DE 19801

ADDENDUM #1

**21004WD – HVAC AND RELATED SYSTEMS INSPECTIONS AND
MAINTENANCE SERVICES**

21005WD – BOILER INSPECTION AND MAINTENANCE SERVICES



21004WD: Page 2000-1, Paragraph 1.02.A the number of visits should read two (2) per year not Three (3). All other references refer to two visits.

21005WD: Due to a copying error, Page 2000-9 was not copied in the hard copies. Please insert Page 2000-9 (attached)

ALL OTHER PROVISIONS OF THIS SOLICITATION REMAIN THE SAME.

Issued 16 March 2020 by the
Procurement and Records Division, Department of Finance
Louis L. Redding City County Building, 800 French Street
Wilmington, DE 19801

oil, or 8 Therms of Natural Gas. Oil pump motor 115V/60 Hz, 1 phase, 7 A. Blower motor 10 hp (also air compressor). UL listed S984401

Boiler Feed System

Fabtek Model TKH3672.SS.BFD.D, Serial No. 17D-11530-01, Packaged Boiler Feed System. Equipped with two feed water pumps – 208V, ¾ HP, 3 Phase, Duplex Control, Elektrim Motor Part No. 38CR-3-1-36FK. Year: 2017

Five Condensate Return Pump Stations

NOTE: The Brandywine Membrane Plant utilizes a BAS System, but does not have a desktop computer. Routine maintenance of the BAS may be required.

Porter Filtration Plant

Boiler No. 1

Equipment & Locations

Weil-McLain, Model No. 2016/ 50-83017, firing range 15-22.5 gph; with Gordon Piatt burner, Model No. WR10-0-15, Serial No. S-6909

Boiler Feed Water System

Fabtek Model TKH2548.SS.BFD.D, Serial No. 17D-11521-01, Packaged Boiler Feed System. Equipped with two feed water pumps – 460V, 1 HP, 3 Phase, Duplex Control, WEG Motor Part No. 31010C5AB. Year: 2017

Two Condensate Return Pump Stations

Porter Gatehouse

Boiler No. 1

Equipment & Locations

Weil-McLain, Model No. WGO-4, Series 3, Gold Oil Boiler. Serial Number CP7599960. No. 2 fuel oil. Firing range 1.0 gph. Heat capacity 145,000 BTU/hr. Motor 1/25 hp (3,250 rpm, 115V/60Hz, 0.74 A) Year: 2019

1.07 SITE CLEANLINESS

- A. Contract is required to remove all trash, debris and scrap metals from the site, leaving the site in a broom clean condition upon completion of all work. The City's Representative shall have a Right of First Refusal for all removed equipment.

END OF SECTION

INSTRUCTIONS TO BIDDERS

1. Bids on **City Contract 21005WD – BOILER INSPECTION & MAINTENANCE SERVICES** 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, April 21, 2020, AT 3:00 p.m.**
2. Proposals must be in triplicate, sealed in an envelope, and the envelope endorsed "**Bid for City Contract 21005WD – BOILER INSPECTION & MAINTENANCE SERVICES**" 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.

**CITY OF WILMINGTON, DELAWARE
DEPARTMENT OF PUBLIC WORKS**

**BIDDING PROCEDURES, SPECIAL PROVISIONS,
SPECIFICATIONS, PROPOSAL FORMS**

for

BOILER INSPECTION AND MAINTENANCE SERVICES

CONTRACT NO. 21005WD

MARCH 2020

**CITY OF WILMINGTON, DELAWARE
DEPARTMENT OF PUBLIC WORKS**

**BIDDING PROCEDURES, SPECIAL PROVISIONS,
SPECIFICATIONS, PROPOSAL FORMS**

for

BOILER INSPECTION AND MAINTENANCE SERVICES

CONTRACT NO. 21005WD

MARCH 2020

Prepared by:

**Parada Construction Services, LLC
1508 Randy Lane
Cherry Hill, NJ 08003**

215-687-6219

**WILMINGTON, DELAWARE
DEPARTMENT OF PUBLIC WORKS**

BOILER INSPECTION AND MAINTENANCE SERVICES

Contract No. 21005 WD

TABLE OF CONTENTS

<u>Section</u>	<u>Description</u>	<u>Page</u>
<u>DIVISION 0 - CONTRACT CONDITIONS</u>		
BP	Bidding Procedures.....	BP-1 to BP-5
GC	General Conditions	GC-1 to GC-19
DB	Disadvantaged Business Program.....	1 to 11
	Prevailing Wage Rates.....	1
<u>DIVISION 1 – SUMMARY OF WORK</u>		
1000	Summary of Work.....	1000-1 to 1000-8
<u>DIVISION 2 – MAINTENANCE</u>		
2000	Maintenance Services	2000-1 to 2000-9
<u>ATTACHMENTS</u>		
Attachment 1	Proposal Form	PF-1 to PF-4
	Responsible Contractor Certification.....	6 Pages

CITY OF WILMINGTON



**GENERAL CONDITIONS
FOR
CONSTRUCTION CONTRACTS**

INDEX

	<u>PAGE</u>
ACCESS TO WORK.....	GC-14
ALTERATION OF PLANS OR OF CHARACTER OF WORK.....	GC-17
ANNULMENT OF CONTRACT	GC-8
AUTHORITY AND DUTIES OF INSPECTORS	GC-7
AUTHORITY OF ENGINEER	GC-7
AVAILABILITY OF FUNDING.....	BP-5
AWARD AND EXECUTION OF CONTRACT	BP-5
AWARD AS AN ENTIRETY	BP-4
CLAIMS TO BE MADE PROMPTLY	GC-11
CLEANING UP	GC-8
COMMENCEMENT OF WORK	BP-4
COMPENSATION AND LIABILITY INSURANCE.....	GC-1
CONDITIONAL ACCEPTANCE.....	GC-12
CONTRACTOR'S EXPENSE	GC-13
CONTRACTOR'S RESPONSIBILITY FOR WORK	GC-6
COOPERATION OF CONTRACTOR AND REPRESENTATIVE	GC-5
DAMAGE TO UTILITIES	GC-6
DEFECTIVE MATERIALS AND WORK.....	GC-7
DEFINITIONS OF TERMS	BP-1
DELINQUENT TAXES, ETC.....	GC-18
DELIVERY AND OPENING OF PROPOSALS.....	BP-3
DIMENSIONS AND LEVELS.....	GC-18
EMPLOYEES AND EQUIPMENT.....	GC-4
ENGINEER MAY INCREASE OR DECREASE QUANTITIES	GC-2
ESTIMATED QUANTITIES.....	BP-1
EXECUTION OF CONTRACT	BP-4
EXTENSION OF TIME	GC-4
EXTRA WORK	GC-2
EXTRA WORK A PART OF THE CONTRACT.....	GC-11
FAILURE TO EXECUTE CONTRACT	BP-4
FAILURE TO REMOVE AND RENEW DEFECTIVE MATERIALS AND WORK	GC-8
FAMILIARITY WITH LAWS, ETC.	BP-2
FAMILIARITY WITH PROPOSED WORK.....	BP-2
FINAL ACCEPTANCE OF PAYMENT.....	GC-12
FORCE ACCOUNT WORK	GC-3
GUARANTEE	GC-14
HOURS OF LABOR	GC-14
INDEMNIFICATION OF THE CITY	GC-1
INSPECTION OF MATERIALS AND WORK.....	GC-7
INTERPRETATIONS OF ADDENDUM	BP-3
INTERPRETATION OF PLANS, ETC.....	GC-17
IRREGULAR PROPOSALS.....	BP-2
LAST PAYMENT TO TERMINATE LIABILITY OF THE OWNER.....	GC-13
LAWS TO BE OBSERVED.....	GC-5

	<u>PAGE</u>
LEGAL ADDRESS.....	GC-13
LIABILITY OF CONTRACTOR.....	GC-1
MAINTENANCE OF TRAFFIC	GC-6
MAINTENANCE, REPAIRS, ETC., AFTER COMPLETION	GC-18
MATERIAL SAMPLES.....	BP-4
MATERIALS AND WORK NOT PAID FOR BY THE CONTRACTOR.....	GC-9
MEASUREMENT OF QUANTITIES	GC-9
NIGHT, WEEKEND, AND CITY HOLIDAY WORK.....	GC-13
NO ESTOPPEL OR WAIVER OF LEGAL RIGHTS.....	GC-10
NO LIMITATION OF LIABILITY.....	GC-13
PARTIAL PAYMENT	GC-12
PATENTS.....	GC-2
PAYMENTS MAY BE WITHHELD.....	GC-12
PERMITS, LICENSES, CHARGES, AND NOTICES.....	GC-2
PLANS AND SPECIFICATIONS FURNISHED TO CONTRACTOR	GC-17
PLANS, ETC., TO BE FOLLOWED.....	GC-17
PROPOSAL FORM	BP-2
PROSECUTION OF WORK	GC-4
PUBLIC CONVENIENCE AND SAFETY	GC-5
QUALIFICATIONS FOR BIDDERS	BP-3
QUALITY OF MATERIALS AND WORKMANSHIP	GC-18
REMEDIES CUMULATIVE.....	GC-13
RIGHT TO REJECT BIDS	BP-3
SANITARY PROVISIONS	GC-5
SCOPE OF PAYMENT.....	GC-11
SCOPE OF WORK.....	GC-2
STORAGE OF MATERIALS.....	GC-18
STRIKES, ETC.....	GC-14
SUBCONTRACTORS.....	GC-10
SUPERVISION BY ENGINEER.....	GC-7
TEMPORARY SUSPENSION OF WORK	GC-8
TEST OF SAMPLES OF MATERIALS	GC-17
UNAUTHORIZED WORK.....	GC-4
UNRESPONSIVE OR UNBALANCED BIDS.....	BP-2
WAGES PAYABLE UNDER MUNICIPAL CONTRACTS, ETC.	GC-15
WATER SUPPLY	GC-5
WITHDRAWAL OF PROPOSALS.....	BP-3

ATTACHMENTS

CITY OF WILMINGTON – DBE PROGRAM AND BIDDERS REQUIREMENTS Mayor’s Office of Economic Development – SMBEO/DBE Office 1/2010.....	1 - 12
--	--------

Construction Contracts

Bidding Procedures

DEFINITIONS OF TERMS

Whenever in these specifications and other contract documents the following terms or pronouns in place of them are used, their intent and meaning shall be interpreted as follows:

"City"	The City of Wilmington
"Owner"	The City of Wilmington
"Director"	The Director or Commissioner of the Department of the "City" for which the work is being done or his duly authorized representative.
"Manager"	The Manager, Department of Finance, Division of Procurement and Records.
"Contractor"	Party of the second part of the contract, acting directly or through his agents or employees.
"Work"	Any or all things agreed to be furnished or done by or on the part of the Contractor, and which are required in the construction and completion of the project herein contemplated, including also labor, materials and equipment.
"Engineer"	The City Engineer or his duly authorized representative.

All things contained or referred to herein, the Advertisement, the Instructions to Bidders, the General Conditions, the Special Provisions, the Specifications, the Proposal, the Contract, the Plans, Addenda, as well as any other papers or bulletins referred to therein are hereby made a part of these specifications and contract, and are to be considered as one instrument constituting the "Contract Documents." The intent is to make them explanatory one or to the other but in the case of any inconsistency, the provisions of the Contract shall govern.

Whenever in these contract documents, the words "directed," "required," "prescribed," "permitted," "approved," "acceptable," "in the judgment of," and other words and phrases of like import, refer to the work or its performance, they shall be taken to mean and intend "directed," "required," "prescribed," "permitted," "approved," "acceptable," "in the judgment of," and the like by or to the Director.

The headings and subheadings printed in these specifications are intended for convenience or reference only and shall not be considered as having any particular bearing on the interpretation thereof.

ESTIMATED QUANTITIES

Any estimates of quantities herein furnished by the Director are approximate only, and have been used by the Director as a basis of estimating the cost of the work, and will also be used for the purpose of tabulating and comparing the bids and awarding the contract. The Engineer has endeavored to estimate these quantities correctly, according to his knowledge and the information shown on the plans;

but it is not guaranteed that these estimated quantities are accurate, and if the Contractor, in making up and/or submitting his bid or bids, relies upon the accuracy of such estimated quantities, he does so at his own risk.

PROPOSAL FORM

The Bidder will be furnished -- by the Manager -- with proposal forms which will show the approximate estimate of the various quantities of work to be performed and materials to be furnished under the unit and lump sum price items.

The Bidder shall submit his proposal on the forms furnished by the Manager. The blank spaces in the proposal shall be filled in correctly where indicated, for each and every item, and the Bidder shall state the prices (written in ink, in words and numerals) for which he proposes to do each item of the work contemplated. In case of discrepancy between the written figures and the numerals, the written figures shall govern.

The Bidder shall sign his proposal correctly. If the proposal is made by an **individual**, his name and post office address shall be shown. If made by a **firm or partnership**, the name and post office address of the firm or partnership, and of each member thereof, shall be shown. If a **corporation**, the successful bidder shall furnish a certificate from the Secretary of State or commonwealth where the firm is incorporated stating the company is a presently subsisting corporation of that state or commonwealth and the date of its incorporation.

Further, the successful bidder shall furnish an original and two copies of excerpts from the minutes of the corporation authorizing its President or Vice President to execute the necessary Contract on behalf of the Corporation, and an original and two copies of the resolution authorizing the Secretary or the Assistant Secretary to attest Contract Documents and the names of all officers qualified to sign for your company.

IRREGULAR PROPOSALS

Proposals may be rejected if they show any omissions, alterations of form, additions not called for, conditional or alternative bids, or irregularities of any kind.

UNRESPONSIVE OR UNBALANCED BIDS

To better insure fair competition, and to permit a determination of the lowest bidder, unresponsive bids or bids obviously unbalanced, may be rejected by the Manager.

FAMILIARITY WITH PROPOSED WORK

The Bidder is required to examine carefully the site of the work, the proposal, the plans, specifications and other contract documents for the work contemplated and it will be assumed that he had familiarized and satisfied himself as to the conditions and obstacles to be encountered, as to the character, quality and quantities of work to be performed and materials to be furnished, and as to the requirements of these specifications, plans and other contract documents and he must be prepared to execute a finished job in every particular, without any extra charge whatever, except as may be specifically provided for elsewhere in these contract documents.

FAMILIARITY WITH LAWS, ETC.

The Bidder is assumed to have made himself familiar with all Federal, State, Local, and municipal laws, ordinances, rules and regulations which in any manner affect those engaged or employed in the work, or the materials or equipment used in or upon the work, or in any way affect the work, and no plea of

misunderstanding will be considered on account of the ignorance thereof. If the Bidder or Contractor shall discover any provision in the plans, specification, or contract which is contrary to or inconsistent with any such law, ordinance, rule or regulation, he shall forthwith report it to the Engineer in writing.

INTERPRETATIONS OF ADDENDUM

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of any part of the plans, specifications, or other proposed contract documents, he may submit to the Director a written request for interpretation thereof. The person submitting the request will be responsible for the prompt delivery before one week prior to the date affixed for the opening of bids. Any interpretation of the proposed contract documents will be made only by Addendum duly issued, and a copy of such Addendum will be mailed directly to each person receiving a set of such documents. The City will not be responsible for any other explanation or interpretations of the proposed documents.

DELIVERY AND OPENING OF PROPOSALS

Proposals shall be submitted in triplicate with all blanks filled in. They shall be enclosed in sealed envelopes, endorsed, and delivered as stated in the Advertisement. If forwarded by mail, the above-mentioned envelope shall be enclosed in another envelope addressed to the Manager, Division of Procurement and Records, City/County Building, Wilmington, Delaware, preferably by registered mail. No responsibility shall be attached to any persons for the premature opening of any proposal not properly endorsed.

Proposals will be publicly opened and read aloud at the time and place stated in the Advertisement. Bidders or their authorized agents are invited to be present.

WITHDRAWAL OF PROPOSALS

Any bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof. No bid may be withdrawn within thirty (30) days after the actual opening thereof.

QUALIFICATIONS FOR BIDDERS

No contract will be awarded to any bidder who, in the judgment of the Manager, is not a responsible bidder, or is not prepared with all the necessary experience, capital, organization and equipment to conduct and complete work for which the bidder proposes to contract, in strict accordance with all terms and provisions of the contract documents.

In each instance when the qualifications of any bidder are questioned in any way, such bidder shall furnish information concerning his experience, capital, organization and equipment as may be required by the Owner within five (5) days after written notice from the Board to do so, and the information so furnished by the bidder, together with any other information received or possessed by the Owner, will be taken into consideration by the Manager in awarding the contract.

RIGHT TO REJECT BIDS

The Manager expressly reserves the right to reject any or all bids, or to accept any bid, and/or to waive technicalities as he may deem to be in the best interest of the City. The successful bidder will be required to have or obtain an appropriate Business License from the Department of Finance, Earned Income Tax Division, of the City of Wilmington in order to be awarded the contract.

MATERIAL SAMPLES

Before any contract is awarded, the Bidder may be required to furnish a complete statement of the origin, composition and manufacture of any and all materials to be used in the work, together with samples, which samples may be subjected to the tests provided for in these specifications to determine their quality and fitness for the work.

AWARD AS AN ENTIRETY

While bids are asked for by items, the contract will not be awarded by items, but will be awarded as an entirety, on the basis of the "Bid Total," which total must be the aggregate sum of the bids on all items figured at the unit and lump sum prices bid. Bidders shall bid on all items.

EXECUTION OF CONTRACT

The successful bidder will be required promptly to execute a formal contract upon blank forms with proper insertions furnished by the Owner. Successful bidder will insert on the first page of the contract the date of the day the contract is executed by his company. All copies of the Contract must be properly executed by qualified officers of the company and the Corporate Seal affixed thereto.

FAILURE TO EXECUTE CONTRACT

Failure to execute the contract within ten (10) days after written notice of the award, shall be just cause for the annulment of the award, and it is understood by the Bidder, in the event of the annulment of the award, that the amount of the certified check with the proposal may be forfeited to the use of the City, not as a penalty, but as liquidated damages.

COMMENCEMENT OF WORK

Work at the site shall be commenced within ten (10) days after the date of the contract and shall be completed within the time stated in the proposal.

AVAILABILITY OF FUNDING

The Contract shall be subject to the availability of funding approved by the Wilmington City Council. Contractor shall not exceed the total value of the City of Wilmington's purchase order for this Contract.

AWARD AND EXECUTION OF CONTRACT

1. **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.

2. **Award of Contract.** The award of 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 proposal that his bid has been accepted and has been awarded the contract.
3. **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.

Construction Contracts

General Conditions

COMPENSATION AND LIABILITY INSURANCE

Except as otherwise provided by law, the Contractor shall, at all times, maintain and keep in force such insurance as will protect him from claims under workmen's compensation acts, also such insurance will protect him and the City from any other claims for damages for personal injuries, including death, which may arise from operations under this contract, whether such operations be by the Contractor or by any subcontractor or anyone directly or indirectly employed by any of them, in any amount specified by the Chief Engineer of the Department of Public Works. The Contractor shall also, at all times, maintain and keep in force such insurance, in an amount specified by the Chief Engineer of the Department of Public Works, as will protect him and the City, its agents and employees from all suits, actions, claims, demands, damages, losses, expenses, and/or costs of every kind and description to which the City may be subjected or put by reason of injury (including death) to persons or property resulting from the manner or method employed by the Contractor, his agents and employees, or subcontractors, or from any neglect or default of the Contractor, his agents, employees, or subcontractors, in the performance of this contract, or any part thereof, or from, by, or on account of any act or omission of the Contractor, his agents and employees, or subcontractors, and whether such suits, claims, actions, demands, damages, losses, expenses, and/or costs be against, suffered, or sustained by other corporations and persons to whom the City, its agents and employees, may become liable therefor.

LIABILITY OF CONTRACTOR

Whenever the Contractor is required by the existing State, Federal, local or municipal law, ordinance, rules or regulations, or by any State, Federal, local, or municipal laws, ordinances, rules or regulations that may be enacted hereafter pertaining to the work to be done under this contract, to secure any permits or licenses to carry on any operation or operations in connection with the performance of the contract and/or to act under the direction or supervision of a City official and/or employee in connection with any such operation or operations, the Contractor shall be solely liable for all suits, actions, costs and damages of every kind and description resulting or which may result, directly or indirectly, from any such operation or operations and shall indemnify and save harmless the City from any and all suits, actions, costs, and damages of every kind and description arising or which may arise, directly or indirectly from the said operation or operations.

INDEMNIFICATION OF THE CITY

The contractor shall pay, indemnify, and save harmless the City, its agents and employees from all suits, actions, claims, demands, damages, losses, expenses, and/or costs of every kind and description to which the City may be subjected or put by reason of injury (including death) to persons or property resulting from the manner or method employed by the Contractor, his agents and employees, or subcontractors, or from neglect or default of the Contractor, his agents and employees or subcontractors in the performance of this contract or any part thereof or from, by, or on account of any act or omission of the Contractor, his agents and employees, or subcontractors, and whether such suits, actions, claims, demands, losses, expenses, and/or costs against, suffered, or sustained by the City, his agents and employees, may become liable therefor, and the whole, or so much of the monies due, or become due the Contractor under this contract or any other contract as may be considered necessary by the Engineer may be retained by the City until such suits or claims for damages shall have been settled or otherwise disposed of the satisfactory evidence to that effect furnished to the Engineer.

PATENTS

Whenever any article, material, mean, appliance, process, composition, combination, or thing called for by these specifications is covered by Letters Patent, the successful bidder must secure, before using or employing such article, material, mean, appliance, process, composition, combination, or thing, the assent, in writing, of the Owner or Licensee of such Letter Patent and file the same with the Engineer.

The said assent is to cover not only the use, employment, and incorporation of said articles, materials, means, appliances, processes, compositions, combinations, or things in construction and completion of the work, but also the permanent use of said articles, materials, means, appliances, processes, compositions, combinations, or things, thereafter, by or on behalf of the City in the operation and maintenance of the project for the purpose for which it is intended or adapted.

The Contractor shall be responsible for any claims made against the City or any of its agents and employees for any actual or alleged infringement of patents by the use of patented articles, materials, means, appliances, processes, compositions, combinations, or things, in the construction, completion, and the use of the work, and shall save harmless and indemnify the City and its agents and the employees' fees which the City may be obliged to pay by reason of any actual or alleged infringement of Patents used in the construction, completion, maintenance, operation of the work and projects herein specified.

SCOPE OF WORK

The work to be done under these specifications is to cover the completed work shown on the plans or called for in the specifications and other contract documents. The Contractor shall furnish all implements, machinery, tools, equipment, materials, and labor necessary to the performance of the work and shall furnish and do everything necessary to make the work perfect, complete, neat, and finished, and the Contractor shall leave all the work to be done under this contract in this condition at the time the work is finally inspected.

PERMITS, LICENSES, CHARGES, AND NOTICES

The Contractor shall procure all permits and licenses, pay all royalties, charges, and fees, and give all notices necessary and incident to the due and lawful prosecution of the work.

ENGINEER MAY INCREASE OR DECREASE QUANTITIES

The Engineer reserves the right to increase or diminish the amount of quantity of any unit price item included in the Bid or Proposal, wherever he deems it advisable or necessary so to do, and such increase or diminution shall in no way vitiate the contract.

The Contractor shall be paid for the actual amount of quantity of authorized work done or materials furnished under the unit price item of the "Bid or Proposal" at the price bid stipulated for such item. In case the amount of quantity of any item is increased as above provided, the Contractor shall not be entitled to any damages, or increased compensation over and above the price bid for such item, and in case the amount of quantity of any item is diminished as above, provided, the Contractor shall not have any claim for damages on account of loss of anticipated profits or otherwise, because of such diminution.

EXTRA WORK

The Contractor shall perform extra work, for which there is no quantity and price, included in the contract, whenever, to complete fully the work contemplated, it is deemed necessary or desirable, by written authority of the Engineer, and such extra work shall be done in accordance with the

specifications therefore, or in the best workmanlike manner as directed. This extra work will be paid for at a unit price or lump sum to be agreed upon previously, in writing, by the Contractor and the Engineer, or where such a price or sum cannot be agreed upon by both parties, or where this method of payment is impracticable, the Engineer may order the Contractor to do such work on a **"force account"** basis.

FORCE ACCOUNT WORK

All extra work done on a "force account" basis will be paid for in the following manner:

1. For all labor and foremen in direct charge of the specific operation, the Contractor shall receive the rates of wage applicable to this contract, for each and every hour that said labor and foreman are actually engaged in such work.
2. For all material used, the Contractor shall receive the actual cost of such materials, as shown by original receipted bills.
3. An additional amount of twenty-five percent (25%) of the total cost of labor and materials of 1 and 2 above shall be added to allow for profit and overhead of subcontractors and a Contractor.
4. For any machine-power tools or equipment and for any hauling equipment, including fuel and lubricants, which it may be deemed necessary or desirable to use, the Engineer shall allow the Contractor a reasonable rental price, to be agreed upon in writing before such work is begun, for each and every hour that said tools or equipment are in use or on such work, and to its sum no percentage shall be added.

The compensation as herein provided shall be received by the Contractor as payment in full for extra work done on a "force account" basis, and shall include superintendents, use of tools and equipment to which no rental is allowed, and profit. The Contractor's representative and the Inspector shall compare records of extra work on a "force account" basis at the end of each day. Copies of these records shall be made in duplicate, upon the Engineer's "force account" forms provided for this purpose by the Inspector and signed by both the Inspector and the Contractor's representative, one copy being forwarded respectively to the Engineer and to the Contractor. All claims for extra work done on a "force account" basis shall be submitted to the Engineer by the Contractor upon certified triplicate statements, which shall also include the value of all material used in such work, and following that in which the work was actually performed and shall include all labor charges, etc., and material charges insofar as they can be verified.

Should the Contractor refuse or fail to prosecute the work as directed or submit his claim as required, the Engineer may withhold payment of all current estimates until the Contractor's refusal or failure is eliminated, or after giving the Contractor due notice, the Engineer may make payment for said work on the basis of reasonable estimate of the value of the work performed.

On extra work as defined in this paragraph, the Contractor will be reimbursed for his expenditures for Workmen's Compensation Insurance, Social Security taxes, and Unemployment Compensation covering the men actually engaged upon such work. No percentage will be added to such payments, but the Contractor shall be entitled to receive only the actual amount of money expended for such Workmen's Compensation Insurance, Public Liability Insurance, Social Security taxes, and Unemployment Compensation. Such payments shall be based upon the prevailing standard insurance

rates support by receipted vouchers from the insurance vendors and upon the actual amount of taxes paid for Social Security and Unemployment Compensation as evidenced by proper documents furnished by the Contractor.

EXTENSION OF TIME

Should the Contractor allege to be delayed in the completion of the work by the act, neglect, or default of the Owner, Engineer or any other contractor employed by the Owner under the work, or by damage, caused by fire, flood, or other casualty for which the Contractor is not responsible, he may petition that the time fixed for completion of the work will be extended for a period equivalent to the time lost by any or all that causes aforesaid, which extended period shall be determined and fixed by the Engineer, but no such allowance will be made unless a claim therefore is presented in writing to the Engineer within five (5) days of the occurrence of such delay, and then only when granted in writing with the signature of the Engineer.

UNAUTHORIZED WORK

Work done beyond the lines and grades shown on the plans or as given, except as herein provided, or any extra work done without written authority, will be considered as unauthorized and at the expense of the Contractor and will not be measured by the Engineer or paid for by the City. Work so done may be ordered removed and replaced by the Engineer at the Contractor's expense.

PROSECUTION OF WORK

The Contractor shall begin work to be performed under the contract within ten (10) days after the date of the contract. The place where the work is to be started will be designated on the ground by the Engineer. The work shall be prosecuted from as many different points, in such part or parts and at such time as may be directed, and shall be conducted in such a manner and with sufficient materials, equipment, and labor as is considered necessary to insure its completion within the time set forth in the contract.

Should the prosecution of the work for any reason be discontinued by the Contractor with the consent of the Engineer, he shall notify the Engineer at least twenty-four (24) hours before again resuming operations.

EMPLOYEES AND EQUIPMENT

Any employees of, or person connected with the Contractor, who shall use profane or abusive language to the Inspector, or other employees of the City, or otherwise interfere with him in the performance of his duties, or shall disobey or evade his instructions, or who is careless or incompetent, or is objectionable to the City authorities, shall be discharged on the request of the Engineer, and shall not again be employed without his consent.

The Contractor shall furnish such equipment as is considered necessary by the Engineer for the prosecution of the work in an acceptable manner and at a satisfactory rate of progress. Equipment used on any portion of the work shall be such that no injury to adjacent work or property will result from its use.

COOPERATION OF CONTRACTOR AND REPRESENTATIVE

The Contractor shall give the work his constant attention to facilitate the progress thereof and shall cooperate with the Engineer in every way possible. The Contractor shall have at all times competent and reliable English-speaking representatives on work, authorized to receive orders and act for him.

LAWS TO BE OBSERVED

The Contractor at all times shall observe and comply with all Federal, State, local and municipal laws, ordinances, rules, and regulations in any manner effecting the work, and all such orders or decrees as exist at present and those which may be enacted later, of bodies or tribunals having any jurisdiction or authority over the work, and shall indemnify and save harmless the City and all its officers, agents, and servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, rule, order, or decree, whether such violations be by the Contractor, or any subcontractor, or any of their agents, and/or employees.

SANITARY PROVISIONS

The Contractor shall provide and maintain a neat sanitary condition, such sanitary conveniences and accommodations for the use of his employees as may be necessary to comply with the requirements and regulations of the Department of Health or of other bodies or tribunals having jurisdiction thereof. He shall commit no public nuisance.

WATER SUPPLY

Where water directly from the City-owned water mains is available, it will be supplied to the Contractor upon request and approval, at regular meter and/or rental rates, at the nearest available hydrant or outlet, and no other water shall be used for any purposes connected with the contract, except by permission of the Engineer.

The Contractor will be required to provide approved, standard tight hose, and fittings with which to make connection to hydrants and outlets. No improper, wasteful, or undue use of water will be permitted.

The Contractor shall procure from the Water Department a regular wrench for use on hydrants and no other wrench shall be used. He shall conform to all the rules and regulations of the Water Department in connection with the use of water hydrants, pipes, etc.

Where water directly from the City-owned water mains is not available, the Contractor shall, at his own cost and expense, provide such quantities of clean water as may be required for any and all purposes under the contract. He shall supply sufficient drinking water to allow his employees, but only from such sources as are approved by the Engineer and no other water shall be used for drinking purposes.

PUBLIC CONVENIENCE AND SAFETY

The Contractor at all times shall conduct the work in such a manner as to insure the least obstruction to traffic practicable. The convenience of the general public and of the residents and occupants or property along and adjacent to the work shall be provided for in an adequate and satisfactory manner. Materials stored upon highway shall be placed so as to cause as little obstruction to the traveling public as is considered necessary. Fire hydrants on or adjacent to the work shall be kept accessible to fire apparatus at all times, and no material or obstruction shall be placed within fifteen (15) feet of any such hydrant. Footways and portions of highways and streams adjoining the work under construction shall not be obstructed more than is absolutely necessary. All gutters and sewer inlets shall be kept

unobstructed at all times. In no case, shall any traveled thoroughfare be closed without permission of the Engineer.

MAINTENANCE OF TRAFFIC

The Contractor shall submit a maintenance of traffic plan for approval by the Engineer seven (7) days prior to start of work. The maintenance of traffic plan shall contain only approved traffic control devices and methods of operation in accordance with the State of Delaware "Manual on Traffic Control for Street/Highway Construction and Maintenance Operations." The Contractor shall not perform any work until the maintenance of traffic plan has been approved in writing by the Engineer.

The Contractor shall not enter upon private property for any purpose without obtaining permission, and shall be responsible for the preservation of all public and private property, trees, monuments, etc., along and adjacent to the work and shall use every precaution necessary to prevent damage or injury to property or persons. He shall use suitable precautions to prevent damage to pipes, conduits, and other underground structures and shall protect carefully from disturbances or damage of all and monuments and property marks until an authorized agent has witnessed or otherwise referenced their location, and shall not remove them until directed. The Contractor shall not willfully nor maliciously injure or destroy trees or shrubs and shall not remove or cut them without proper authority. He shall be strictly responsible for any and all damage or injury of every kind and description, which directly or indirectly may be done to any property or sustained by any persons during the prosecution of the work resulting from any wrongdoing, misconduct, want of skill, or any negligence of himself or his agents and/or employees, or at any time due to defective work or materials. Where or when any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work or in consequence of the non-execution thereof on part of the Contractor, he shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done by repairing, rebuilding, or otherwise restoring as may be directed, or he shall make good such damage or injury in an acceptable manner. In case of the failure on the part of the Contractor to restore such property, or make good such damage or injury, the Engineer may, upon three (3) days notice, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary, and the cost thereof may be deducted from any monies due or which may become due to the Contractor under this contract.

DAMAGE TO UTILITIES

Should the Contractor or his workmen in the execution of this contract cause damage to any underground construction, such as water, telephone, electric, and police conduit, such damage shall be repaired or replaced by the Contractor at his own expense and under the direction of the Engineer; or such repairs to the damaged utility or utilities may be made by employees of the respective utility company or companies whose underground structure was damaged by the Contractor or his workmen and such costs for these repairs shall be paid by the Contractor.

CONTRACTOR'S RESPONSIBILITY FOR WORK

Until the final acceptance of all work, as indicated in writing by the Engineer, it shall be under the charge of and care of the Contractor and he shall take every precaution against the destruction, injury or damage to the work or to any part thereof by the action of the elements or from any other cause whatsoever. The Contractor shall rebuild, repair, restore, and make good, at his own expense, all destruction of, injuries or damages to the work, or any portion thereof, occasioned by any of the above causes before its final completion and acceptance as indicated in writing by the Engineer.

SUPERVISION BY ENGINEER

The work is to be carried out under the supervision of the Engineer to his entire satisfaction. The work and materials shall be strictly of the best quality of the kinds specified herein, and should any work or materials other than those specified as shown be introduced into the construction of the work, the Engineer, or his authorized agent, shall have full power to reject them, and they shall be removed from the premises in three (3) days by the Contractor after being notified to do so.

AUTHORITY OF ENGINEER

The Engineer shall in all cases determine the amount of quantity, quality, acceptability of the work and materials which are to be paid for under this contract and shall decide all questions in relation to said work and the performance thereof; and shall, in all cases, decide questions which may arise relative to the fulfillment of the contract to the obligations of the Contractor thereunder.

AUTHORITY AND DUTIES OF INSPECTORS

Inspectors employed by the Owner shall be authorized to inspect all work done and materials furnished. Such inspection may extend to all or part of the work to the preparation or manufacture of the materials to be used. An inspector will be stationed on the work to report to the Engineer as to the progress of the work and the manner in which it is being performed; also to report whenever it appears that the materials furnished and the work performed by the Contractor fail to fulfill the requirements of the specifications and contract, and to call to the attention of the Contractor any such failure or other default, but no inspection, nor any failure to inspect, at any time or place, however, shall relieve the Contractor from any obligation to perform all of the work strictly in accordance with the requirements of the specifications. In case of any dispute arising between the Contractor and the Inspector as to materials furnished or the manner of performing the work, the Inspector shall perform such other duties as are assigned to him. He shall not be authorized to revoke, alter, enlarge, relax, or release any requirements of these specifications, not to approve or accept any portion of the work, nor interfere with the management of the work by the Contractor. Any instructions which the Inspector may give the Contractor shall in no way be construed as binding by the Engineer or the City in any way, nor releasing the Contractor from the fulfillment of the terms of the contract.

INSPECTION OF MATERIALS AND WORK

The Contractor shall furnish the Engineer with every reasonable facility for ascertaining whether or not the work as performed is in accordance with the requirements and intent of the specifications and contract. If the Engineer requests it, the Contractor, at any time before acceptance of the work, shall remove and/or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standards required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, removing, replacing the covering, and/or making good the parts removed shall be paid for as "Extra Work," but should the work exposed or examined prove unacceptable, either in whole or in part, the uncovering, removing, replacing of the covering and/or making good of the parts removed, shall be at the Contractor's expense.

DEFECTIVE MATERIALS AND WORK

All materials not conforming to the requirements of these specifications shall be considered defective, and all such materials, whether in place or not, shall be rejected and shall be removed immediately from the work unless otherwise permitted. No material which has been rejected, the defects of which have been corrected or removed, shall be used until approval has been given. All work which has been rejected or condemned shall be remedied, or if necessary, removed and replaced in an acceptable manner by the Contractor at his own expense.

FAILURE TO REMOVE AND RENEW DEFECTIVE MATERIALS AND WORK

Should the Contractor fail or refuse to remove and renew any defective materials used or work performed previously, or to make any necessary repairs in an acceptable manner, and in accordance with the requirements of these specifications, within the time indicated in writing, the Engineer shall have the authority to cause the unacceptable or defective materials or work to be removed and renewed for such repair to be made at the Contractor's expense. Any expense incurred by the City in making these removals, renewals, or repairs, which the Contractor has failed or refused to make, shall be paid out of the monies due or which are to become due to the Contractor; and continued failure or refusal on the part of the Contractor to make any or all necessary repairs, removals and renewals, promptly, fully, and in an acceptable manner shall be sufficient cause for the City to declare the contract forfeited, in which case, the City at its option may be required to perform the work, or may contract with any other individual, firm, or corporation to perform the work. All costs and expenses incurred thereby shall be charged against the defaulting contractor, and the amount thereof deducted from any monies due or to become due him. The performance of any work by the City and/or others as specified shall not relieve the contractor in any way from his responsibilities under this contract.

CLEANING UP

The Contractor shall at his own expense, keep the sites of his operations clean during the construction and remove all rubbish as it accumulates.

Upon failure of the Contractor to keep sites of his operation clean to the satisfaction of the Engineer, the City may upon twenty-four (24) hours notice to the Contractor, remove any rubbish, materials, earth, etc., which the Engineer may deem necessary, charging the cost thereof to the Contractor and may deduct the amount from any monies that may be due him. On or before the completion of the work, the Contractor shall, without charge therefore, tear down and remove all his buildings and temporary structures built by him, shall remove all rubbish of all kinds from any grounds which he has occupied, and shall leave the site of the work in a clean and neat condition.

TEMPORARY SUSPENSION OF WORK

The Engineer shall have the authority to suspend the work, wholly or in part, for such a period or periods as he may deem necessary, due to unsuitable weather, or such other conditions as are considered unfavorable for the suitable prosecution of the work, or for such time as is necessarily due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the contract. If it should become necessary to stop work for an indefinite period, the Contractor shall store all materials in such a manner that they will not obstruct or impede the traveling public unnecessarily, nor become damaged in any way, and he shall take every precaution to prevent destruction, damage, or deterioration of the work performed to provide suitable roof drainage, and erect temporary cover where necessary. The Contractor shall not suspend the work without authority. Neither the failure of the Engineer to notify the Contractor to suspend work on account of bad weather, or other unfavorable conditions, nor permission by the Engineer to continue work during bad weather or other unfavorable conditions, shall be a cause for the acceptance of any work which does not comply in every respect with the contract and specifications.

ANNULMENT OF CONTRACT

If the Contractor fails to begin the work under the contract within the time specified, or fails to perform the work with sufficient materials to insure proper completion of said work, except in cases for which an extension of time is provided, or shall perform the work unsuitably or neglect or refuse to promptly remove materials or again promptly perform such work as shall be rejected as defective or of unsuitable or shall discontinue the prosecution of the work, or if the Contractor becomes insolvent or to be declared bankrupt, or commit any act of bankruptcy or insolvency, or allow any final judgment to stand

against him unsatisfied for a period of forty-eight (48) hours or shall make an assignment for the benefit of creditors or shall fail to make prompt payment for all subcontractors and/or material, for material and/or labor supplied, or shall persistently disregard any State, Federal, local or municipal laws, ordinances, rules, or regulations pertaining to the work or shall disregard the instructions of the Engineer, or from any other cause whatsoever shall not carry on the work in an acceptable manner, the Engineer may give notice in writing, mailed to the Contractor and/or Surety of such delay, neglect, default, specifying same, and if the Contractor within the period of three (3) days after such written notice is mailed, shall not proceed in accordance with same, then the City shall upon written certificate from the Engineer of the fact such delay, neglect, or default, and the Contractor's failure to comply with such notice, have full power and authority without prejudice to any of its other rights or remedies and without violating the contract, to terminate the employment of said Contractor and to take prosecution of the work out of the hands of said Contractor and to take possession of the premises and to appropriate the use of any or all materials, appliances, and equipment on the premises, and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in its opinion, shall be deemed expedient and necessary for the completion of said contract in accordance with the plans and specifications, and within such time as in the judgment of the City, the public interests may require. In the event of any of the aforementioned circumstances arising at any time or times, the City shall have the right to withhold, without the payment of interest, any sum or sums of money due or to become due the Contractor until the interests of the City have been fully protected to the satisfaction of the Engineer. All costs and expenses incurred by the City together with the cost of completing the work under the contract, including the cost of additional managerial and administrative services, if any, shall be deducted from the monies due or which may become due said Contractor. In the case of expense so incurred by the City shall be less than the sum which would have been payable under the contract if it had been completed by said Contractor, then the said Contractor shall be entitled to receive the difference; and in case such expense shall exceed the sum which would have been payable under the contract, Contractor and/or Surety shall be liable therefor, and shall pay the amount of the differences to the City within ten (10) days after written notices mailed to the Contractor and/or Surety. The expense, loss, or damage, including the cost of additional managerial and administrative services, if any, incurred by the City through the Contractor's default shall be certified by the Engineer, and such certification shall be conclusive and recognized and accepted as the correct amount of the loss sustained by the City and all parties concerned.

MEASUREMENT OF QUANTITIES

All work completed under the contract shall be measured by the Engineer according to the United States Standards of Measures.

MATERIALS AND WORK NOT PAID FOR BY THE CONTRACTOR

When written notice is given to the Engineer before or within ten (10) days after the completion and conditional acceptance of the entire work under the contract by persons having done work or furnished materials for such contract that there is money due and unpaid for said work and materials, the Contractor shall furnish the Engineer with satisfactory evidence that said money has been fully paid for satisfactorily secured by him. In case such evidence is not furnished as aforesaid, such amounts as may be necessary to meet the claims of the persons or aforesaid may be retained from any monies due the Contractor under the contract until the liabilities aforesaid shall be fully discharged or such notices withdrawn. The City or the Engineer may also, with the written consent of the Contractor, use any money retained, due or become due under the contract, for the purpose of paying for both labor and materials for the work, for which claims have been filed in the office of the Engineer.

NO ESTOPPEL OR WAIVER OF LEGAL RIGHTS

The City, or the Engineer, shall not be precluded or estopped by any measurement, estimate, or certificate made or given by them, or by any agent or employee of the City, under any provision or provisions of the contract, at any time, either before or after the completion and acceptance of the work and payment therefor, pursuant to any measurement, estimate or certificate from showing the true and correct amount and character of the work performed and materials furnished by the Contractor or from showing at any time that any such measurement, estimate, or certificate is untrue or incorrectly made in any particular, or that the work or materials or any part thereof, do not conform in fact to specifications and contract, and the Engineer shall have the right to reject the whole or any part of the aforesaid work or materials, should the said measurement, estimate, or certificate or payment be found or be known to be inconsistent with the terms of the contract, or otherwise improperly given, the City shall not be precluded and estopped, notwithstanding any such measurement, estimate, certificate, and payment in accordance therewith from demanding and recovering from the Contractor and his Surety such damages as it may sustain by reason of his failure to comply with terms of the specifications and contract. Either the acceptance by the City, the Engineer, or any agent or employee of the City, nor any certificate by the City for payment of money, nor any payment for, nor acceptance or use of, the whole or any part of the work, by the City or the Engineer, nor any extension of time, nor any possession taken by the City or its employees, shall operate as a waiver of any portion of the contract, or of any power herein reserved by the City, or any right to damages herein provided, nor shall any waiver of any breach of the contract be held to be a waiver of any other or subsequent breach.

SUBCONTRACTORS

The Contractor shall give his personal attention to the faithful performance of the work, shall keep the same under his control, and shall not assign the contract by power of attorney or otherwise, nor sublet the work or any part thereof, without the previous written consent of the Engineer; he shall state to the Engineer in writing the name of each subcontractor he intends employing, the portion of work which he is to do or the materials which he is to furnish, his place of business and such other information as the Engineer may require, in order to know whether or not said subcontractors are reputable and reliable and able to perform the work or to furnish the materials as called for in the specifications. No subcontractor shall be engaged upon any branch of the work who is not thoroughly practical and responsible and at the time of making this contract, conducting business in the particular branch or trade for which he is employed.

The Contractor shall not, either legally or equitably, assign any of the monies payable under the contract, or his claims thereto, unless by and with the consent of the Engineer.

The Contractor shall not be released from any of his liabilities or obligations under this contract should any subcontractor or subcontractors fail to perform in the satisfactory manner the work undertaken by him or them.

The Contractor agrees that he is fully responsible to the City for the acts or omissions of his subcontractor, and of persons either directly or indirectly employed by them, as he is for the acts or omissions of persons directly or indirectly employed by him.

Subcontracts, if any, shall be let promptly after the signing of the contract.

Nothing contained in the contract shall create any contractual relation between any subcontractor and the City.

The Contractor shall furnish the City with a written list of all subcontractors, if any, to be used in connection with this contract. The City reserves the right to reject the use of any subcontractors for any reason whatsoever.

CLAIMS TO BE MADE PROMPTLY

Should the Contractor be of the opinion, at any time or at times, that he is entitled to any additional compensation whatsoever (over and above the compensation stipulated in these contract documents or for quantities and/or amounts over and above the quantities and/or amounts allowed or approved by the Engineer), the damages, losses, costs, and/or expenses alleged to have been sustained, suffered, or incurred by him in connection with the project herein contemplated, he shall, in each instance, within five (5) days after such alleged damages, losses, costs, and/or expenses shall have been sustained, suffered, or incurred, make a written claim therefor to the Engineer. On or before the fifteenth (15th) day of the calendar month succeeding that in which such damages, losses, costs, and/or expenses shall have been sustained, suffered, or incurred, the Contractor shall file with the Engineer a written, itemized statement of the detailed amounts of each such claim or damage, loss, cost, and/or expense and unless such claim for such additional compensation shall be held and taken to be absolutely invalidated, and he shall not be entitled to any compensation on the account of each such alleged damage, loss, cost, and/or expense.

The provisions of this section shall be held and taken to constitute a condition precedent to the right of the Contractor to recover; they shall also apply to all claims by the Contractor in any way relating to the complete project; and even though the claims and/or work involved may be regarded as "outside the contract."

It is understood and agreed, however, that nothing in this section contained shall be held or taken to enlarge in any way the rights of the Contractor or the obligations of the City under these contract documents.

EXTRA WORK A PART OF THE CONTRACT

No order for extra work nor the doing of any extra work, at any time or place, shall in any manner or to any extent relieve the Contractor from any of their obligations under the contract documents; all extra work orders being given and all extra work being done, under, and in accordance with the contract are to be considered a part of the same and subject to each and every one of the terms and requirements of the contract documents.

SCOPE OF PAYMENT

The Contractor shall receive and accept the compensation, as provided in the Bid or Proposal, in full payment for furnishing all materials, labor, tools, and equipment and for performing all work contemplated and embraced under the contract. Also for all loss of damages arising out of the nature of the work, or from the action of the element or from any unforeseen difficulties or obstructions, which may arise or be encountered during the prosecution of the work, until its final acceptance by the City, and for risks of every description connected with the prosecution of the work, until its final acceptance by the City, and for all risks of every description connected with the prosecution of the work, also for all expenses incurred by, or in consequence of the suspension or discontinuance of the prosecution of the work as herein specified, and for any actual or alleged infringement of patent, trade name, or copyright and for completing the work and the whole thereof, in an acceptable manner according to the plans and specifications. The payment of any current or final estimate, or of any retained percentage, shall in no way or in a degree, prejudice, or affect the obligations of the Contractor, at his own cost and expense, to renew or replace any defects and imperfections in the construction of the work or in the strength of the quality of materials used in or about the construction of the work under contract and its appurtenances, as well as all damages due or attributable to such defects, which defects,

imperfections, or damages shall be discovered on or before the final inspection and acceptance of the work, and of which defects, imperfections, or damages, the Engineer shall be the judge, and the said Contractor shall be liable to the City for failure so to do.

PARTIAL PAYMENTS

The Engineer will make current estimates in writing, once each month, of the materials in place complete, and the amount of work performed in accordance with the contract, during the preceding month or period, and the value thereof figured at the unit prices of the contract, and in case of lump sum items, figured on the basis of the schedule of values to be agreed upon, as therein after provided for.

For the total of the amounts so ascertained will be deducted an amount equivalent to ten percent (10%) of the whole to be retained by the City until after the completion of the entire contract, in an acceptable manner, and the balance or sum equivalent to ninety percent (90%) of the whole, shall be paid to the Contractor by the City.

Schedule of values of the various parts of work to be done under lump sum items shall be agreed upon by the Contractor and the Engineer, and such schedules shall be the basis for determining the amount allowed the Contractor on account of such lump sum items, partial estimates, or payment under the contract.

PAYMENTS MAY BE WITHHELD

Payments may at any time be withheld if the work is not proceeding in accordance with the contract, or if, in the judgment of the Engineer, the Contractor is not complying with requirements of the contract documents.

CONDITIONAL ACCEPTANCE

Whenever, in the opinion of the Engineer, the Contractor shall have completed the work in an acceptable manner in accordance with the terms of the contract, the Engineer shall make an inspection of the entire work, and upon inspection and acceptance, completion of all repairs and renewals which may appear at the time to be necessary, in the judgment of the Engineer, he shall certify to the owner in writing as to said completion, and as to the value thereof. The aforesaid certificate shall be held and taken to evidence the conditional acceptance of the entire work by the Owner as of the date thereof, and an additional five percent (5%) of the whole value of the work over and above any and all other reservations and/or deductions which the City is, by the terms of the contract documents or otherwise, entitled or required to make and obtain and shall hold said five percent (5%) for a period of three (3) months from and after the date of such certificate and conditional acceptance, and the City shall be authorized to apply the whole or any part of said five percent (5%) so retained to any and all costs of repairs and renewals of the work and appurtenances which may become necessary, in the judgment of the Engineer, during such period of three (3) months on account of any failure or defects in said work and appurtenances due to improper work done or materials furnished by the Contractor, if the Contractor shall fail to make such repairs or renewals within three (3) days after receiving notice from the City to do so.

FINAL ACCEPTANCE OF PAYMENT

Upon the expiration of the aforesaid three (3) months from and after the date of certificate of conditional acceptance of the work, the Engineer shall make final inspection of the entire work, and upon confirmation of all repairs and renewals which may appear at that time to be necessary in the judgment of the Engineer, he shall certify to the Owner in writing as to the final acceptance of the entire project. The Owner, upon receipt and approval of said certificate, shall pay, or cause to be paid under the

contract, except such sums which have already been paid and except such sum or sums as may have been expended by the Owner under the provisions of the contract documents and less any other deductions the Owners may be otherwise entitled to make.

The last mentioned certificate issued by the Engineer shall be deemed and accepted by all of the parties hereto as evidencing the final completion and acceptance of the entire project, and the payment made by the Owner to the Contractor pursuant to the issuance of said certificate of final completion and acceptance shall be deemed to be accepted by all of the parties hereto as the final payment to be made by the Owner to the Contractor, all prior certificates or estimates upon which payments may have been made being partial estimates and subject to correction in said final payment.

LAST PAYMENT TO TERMINATE LIABILITY OF THE OWNER

The acceptance by the Contractor of the final payment shall operate as and be a release of the Owner and every agent thereof from all claims and liabilities to the Contractor for anything done or furnished or relating to the work, or for any act or neglect of the Owner or any persons relating to or affecting this work.

NO LIMITATION OF LIABILITY

It is understood and agreed that any and all duties, liabilities, and/or obligations imposed upon or assumed by the Contractor and the Surety, or either of them by or under the contract documents, shall be taken and construed to be cumulative, and that the mention of any specific duty, liability, or obligation imposed upon or assumed by the Contractor and/or Surety under the contract documents shall not be taken or construed as a limitation or restriction upon any or all of the other duties, liabilities and/or obligations imposed upon or assumed by the Contractor and/or Surety by or under the contract documents.

REMEDIES CUMULATIVE

All remedies provided in the contract documents shall be taken and construed to be cumulative; that is, in addition to any and all other remedies provided therein and to any remedies in law or equity which the City would have in any case.

LEGAL ADDRESS

The address given in the bid or proposal is hereby designated as the legal address of the Contractor. Such address may be changed at any time by notice in writing delivered to the Engineer. The delivering of such legal address or the depositing in any post office, in a postpaid, registered wrapper direct to the above-mentioned address of any notice, letter, other communication to the Contractor, shall be deemed to be a legal and sufficient service thereof upon the Contractor.

CONTRACTOR'S EXPENSE

All things required by the contract documents to be done, furnished, and/or installed shall be done, furnished and/or installed by the Contractor at his entire cost and expense, unless otherwise provided therein.

NIGHT, WEEKEND, AND CITY HOLIDAY WORK

No night work between the hours of 5:00 p.m. and 8:00 a.m., no work on Saturday, Sunday, and no work on any City Holiday shall be permitted except with written permission of the Engineer. If the Contractor decides to work on those above days, he shall reimburse the City for the salaries and wages of the City Construction Inspectors. Compensation shall include direct payroll cost and fringe benefits.

The Contractor shall notify the Engineer in writing at least two (2) days in advance of such days he desires to work.

STRIKES, ETC.

The Contractor shall adjust all strikes, or other labor troubles, and no allowance will be made for such delays in the time limit herein named.

ACCESS TO WORK

The Engineer may at any time enter upon the work and the premises used by the Contractor, and the Contractor shall provide proper and safe facilities by means of ladders or otherwise to secure convenient access to all parts of the work, and all other facilities necessary for inspection, as may be required by the Engineer.

GUARANTEE

The Contractor hereby guarantees all work performed under this contract for a period of one (1) year from the date of the "Final Acceptance and Payment" thereof by the City as follows:

Against all faulty or imperfect materials and against all imperfect, careless, and/or unskilled workmanship.

That the work performed under this contract, including all mechanical and electrical equipment and appurtenances, and each and every part thereof, shall operate (with proper care and maintenance) in a satisfactory and efficient manner and in accordance with the requirements of these contract documents.

The Contractor agrees to replace with proper workmanship and materials, and to re-execute, correct, or repair, without cost to the City, any work which may be found to be improper or imperfect and/or which does not operate in a satisfactory manner or fails to perform as specified.

The guarantee obligations assumed by the Contractor under these contract documents shall not be held or taken to be in any way impaired because of the specifications, indication or approval by or on behalf of the City of any articles, materials, means, combinations, or things used or to be used in the construction, performance, and completion of the work or any part thereof.

No use or acceptance by the City of the work or any part thereof, nor any failure to use the same, nor any repairs, adjustments, replacements, or corrections made by the City due to the Contractor's failure to comply with any of his obligations under these contract documents, shall impair in any way with the guarantee obligations assumed by the Contractor under these contract documents.

HOURS OF LABOR

Eight (8) hours shall constitute a day's work for all laborers, workmen, or mechanics directly employed by the Contractor and all subcontractors on the project, except in time of war or at other times of emergency when it may be necessary to work more than eight (8) hours in any one calendar day to protect or save human life or property, and the Contractor or any of his subcontractors shall not require or permit any laborer, workmen, or mechanics to work more than eight (8) hours in any one calendar day while engaged on the project, except at times hereinbefore specifically mentioned.

WAGES PAYABLE UNDER MUNICIPAL CONTRACTS, ETC.

SECTION 2-1, Wilmington Code, Chapter 20, Article IV.

SECTION 20-44

Definitions.

For the purposes of this article, the following words and phrases shall have the meanings respectively ascribed to them by this section:

- "City Work"** All building or construction work or projects of any kind or nature, including repair, alteration, and remodeling done on behalf of the City under any contract awarded by the City for building or constructing any building or structure, or the repair, alteration, and remodeling thereof or any other project subject to the determination by the Procurement and Records Division Manager and the State Department of Labor and Industrial Relations in accordance with the provisions of Sections 101 to 129 of Title 19 of the Delaware Code, involving the hourly wages for the respective occupational classifications within a given craft, trade, or industry for the City area.
- "Contractor"** Any employer who has been awarded any contract for the City work as defined herein.
- "Contracts"** Contracts for the performance of City work entered into by the City with contractors and all contracts entered into between such contractors and subcontractors involving or regarding such work.
- "Employee"** A workman or mechanic of the employer.
- "Employer"** Any person who is a party to a contract or subcontract for the performance of any City work as defined herein.
- "Occupational Classifications"** The specific categories of jobs within a given craft, trade, or an industry for which a separate hourly wage rate for the City area as is determined by the Procurement and Records Division Manager and the State Department of Labor and Industrial Relations in accordance with the provisions of Section 101-129 of Title 19 of the Delaware Code.
- "Prevailing Wages"** An aggregate of:
- 1) The hourly wages for the respective occupational classifications within a given craft, trade, or industry for the City area determined by the Procurement and Records Division Manager and the State Department of Labor and Industry Relations in accordance with the provisions of Sections 101-129 of Title 19 of the Delaware Code; provided, however, that during the period of any substantial work stoppage involving rates of wages in a given craft, trade, or industry, such wages for such craft, trade, or industry shall be those as last so determined by the Procurement and Records Division Manager prior to such work stoppage, and

- 2) The additional benefits, for which a monetary equivalent may be determined, and which are given employees pursuant to a bona fide collective bargaining agreement for their respective craft, trade, or industry in the City area, or the monetary equivalent of such benefits.

SECTION 20-45

Required Contract Provision

The specifications for all City work contracts shall contain a reference that the minimum wages paid for each occupation classification of employees shall be the prevailing wages as determined by the Procurement and Records Division Manager and the State Department of Labor and Industrial Relations. Each contract, as defined in this article, involving any City work shall contain a provision that all employees performing City work shall be paid at least the applicable prevailing wages. Every contract involving any City work shall contain a provision that the Contractor shall require all subcontractors to comply with and be bound by all of the provisions of this article.

As a condition precedent to awarding of any construction contract by the City, all bidders shall be compelled to agree and abide by any Federal, State, County, or municipal statutes, ordinances, or regulations thereof, pertaining to plans for the hiring of persons belonging to minority groups or to any reasonable plans or agreements formulated among the contractors, construction trade unions, and the various neighborhood civic groups concerned with the elimination of discriminatory hiring practices in the construction industry.

The awarding of any City construction contracts shall be made to the lowest responsible bidder who agrees to abide by all Federal, State, County or municipal statutes or ordinances, or rules or regulations which may prohibit the discriminatory hiring practices by a person's race, color, religion, national origin, or political opinion, and who further agrees to promptly comply with any reasonable plan to be formulated by the hiring of persons of minority groups that results from either Federal, State, County or City statutes, ordinances, rules and regulations, or agreements among the construction trade unions, the contractors, and the various neighborhood groups concerned with the elimination of discriminatory hiring practices.

The Finance Department's Division of Procurement and Records shall notify in writing, or include in all specifications, the pertinent provisions of this section, to apprise all bidders on City construction contracts of this requirement (Ordinance No. 70-055, Section 3).

SECTION 20-46

Affidavit of Compliance with Article Prerequisite to Payment by City; Monthly Payroll Report.

All contractors and subcontractors performing City work shall file with the Procurement and Records Division Manager, an affidavit upon each payment being made by the City to such contractors and subcontractors pursuant to a contract that the provisions of this article have been complied with prior to the City making any payment. The affidavit shall also provide that the contractor or subcontractor has posted in a conspicuous place on the job site a list of the prevailing wages for the respective occupational classifications; and he shall submit with the affidavit a monthly report stating the number of workers in each classification, and the total gross payroll paid by him to each classification (Ordinance No. 73-077, Section 1).

SECTION 20-47

Violation of Article.

The violation of this article shall be considered a substantial breach of contractor's obligation under the contract; provided, however, that this article shall not be deemed to have been violated where it is contended that a particular craft, trade or industry is not the appropriate one and the wages applicable to the craft, trade or industry working under the contract have been paid the prevailing wages as determined for the craft, trade or industry contract. No contract for City work shall be awarded to any contractor or subcontractor who has violated any provision of this section until five (5) years have elapsed from the date of determination of such violation, and shall be fined no more than five thousand dollars (\$5,000.00) for each violation (Ordinance No. 73-077, Section 2).

PLANS, ETC., TO BE FOLLOWED

The approved plans attached to and made a part thereof will show the details and dimensions of the work contemplated, which shall be performed in strict accordance therewith and in accordance with the specifications. There shall be no deviation from the plans, specifications, etc., on account of the exigencies of construction, unless approved by the Engineer and authorized in writing.

INTERPRETATION OF PLANS, ETC.

On all plans, drawings, etc., the following dimensions shall govern in the case of discrepancy between the scales and figures. The Contractor shall take no advantage of any error or omission in the plans or of any discrepancy between the plans and specifications, and the Engineer shall make such corrections and interpretations as may be deemed necessary for the fulfillment of the intent of the specifications and of the plans as construed by him. In all cases of doubt as to the true meaning of the specifications, plans and/or drawings, the decision of the Engineer will be final and conclusive.

ALTERATION OF PLANS OR OF CHARACTER OF WORK

The Engineer reserves the right to make such alterations in the plans or in the character of the work as may be considered necessary or desirable from time to time to complete fully and perfectly the construction of the work, provided such alterations do not change materially the original plans and specifications of such alterations shall not be considered as a waiver of any condition of the contract nor to invalidate any of the provisions thereof. Should such alterations in the plans or in character of the work be productive of increased cost or result in decreased cost to the Contractor, a fair and equitable sum therefor to be agreed upon in writing by the Contractor and the Engineer, before such work is begun, shall be added to or deducted from the contract price, as the case may be. No allowance will be made for anticipated profits on the work omitted.

PLANS AND SPECIFICATIONS FURNISHED TO CONTRACTOR

The Contractor will be supplied by the Engineer with a reasonable number of copies of the plans and specifications and he shall have available on the work at all times during the prosecution of the work, one (1) copy of said plans and specifications.

TEST OF SAMPLES OF MATERIALS

All tests of materials will be made by the City in accordance with official approved methods as described or designated. The Contractor shall cooperate with and assist the Engineer in taking samples and packing them for shipment to a laboratory.

STORAGE OF MATERIALS

Materials shall be stored so as to insure the preservation of their quality and fitness for the work. When considered necessary, they shall be placed on wooden platforms, or other hard, clean surfaces, and not on the ground, and shall be placed under cover when directed. Stored materials shall be located so as to facilitate prompt inspection. Lawns, grass plots, or other private property shall not be used for storage purposes without written permission of the owner or lessee.

QUALITY OF MATERIALS AND WORKMANSHIP

All materials furnished and all work done in carrying out the contract shall be of the best quality and especially adapted to the services required. Wherever the characteristics of any materials are not particularly specified, such materials shall be used as is customary in first class work of the nature for which the material is employed. The source of supply and quality of each of the materials shall be approved by the Engineer before the delivery is started. Representative preliminary samples of the character and quality herein described shall be submitted by the Contractor when indicated or directed, for examination or test, and written approval of the quality of such samples shall be received by the Contractor prior to obtaining materials from the respective sources of supply. Only such materials as conform to the requirements of these specifications shall be used in the work. All materials proposed to be used may be inspected at any time during the progress of their preparation and use. All materials shall be approved before being incorporated in the work, and shall be new and unused.

Representative samples of all materials requiring laboratory tests shall be taken, and such materials shall be used only after written approval has been received by the representative of the Engineer in charge of the work, and only so long as the quality of said materials remains equal to requirements.

DIMENSIONS AND LEVELS

The Contractor shall be solely responsible for construction of work at proper lines and elevations and no plans as to instructions or orders received from any source other than the information contained in the drawings or specifications, or in written orders of the Engineer, shall justify departure from the lines and elevations as shown on the plans.

MAINTENANCE, REPAIRS, ETC., AFTER COMPLETION

The Contractor, at his entire cost and expense, shall maintain all portions of the work included in the contract to meet the requirements of these specifications for and during a period of three (3) months from and after the date of the conditional acceptance of the entire work by the City, and in addition, shall at his entire cost and expense, make all repairs and replacements of the work and appurtenances which may become necessary, in the judgment of the Engineer, at any time or times, during said three (3) months, on account of any failure or defects in said work and appurtenances due to improper work done or materials furnished by the Contractor.

DELINQUENT TAXES, ETC.

The City shall have the right to set off against all monies due and payable under the provisions of this contract the sum representing the total amount of delinquent taxes and/or water sewer charges owed the City by the Contractor or any of its subcontractors. The monies so set off shall be credited to the amount shown by the tax and or water sewer records to be delinquent, said records shall be prima facie evidence of the true and correct amount of taxes and or water sewer charges due to the City.

The term "delinquent taxes" as used herein applies only to uncollected taxes, license fees, and penalties owed by the Contractor or subcontractor, a subsidiary, or principal owner thereof; "principal owner" as used herein is one which owns a majority share or otherwise maintains a controlling interest in the Contractor or subcontractor. The City shall notify the Contractor in writing of its intention to make the aforesaid set off. If the Contractor and the City cannot agree as to either the amount or propriety of the set off, a formal hearing shall be held. The scope of said hearing shall be limited to the Contractor's good faith objections as to the validity or propriety of the tax and/or water sewer assessment or contemplated set off. If the dispute remains extant, the amount subsequently set off shall be deemed paid under protest.



City of Wilmington DBE Program and Bidders Requirements

DBE PROCUREMENT PROGRAM

Responsibilities of the Equal Opportunity/Contract Compliance Office (EO/CCO) are assumed by the City of Wilmington's Small, Minority Business Enterprise Office (SMBEO) in the Mayor's Office of Economic Development. The City of Wilmington has established laws and procedures to increase accessibility of contracting opportunities for small and minority businesses. The EO/CCO authority derives from Chapter 35, Article IV of the Wilmington City Code. This section of the Code addresses Equal Opportunity in Employment and City Contracts.

Mayor's Office of Economic Development/SMBEO
800 North French Street, 3rd Floor, Wilmington, DE 19801
(302) 576-2121 (Office) • (302) 571-4326 (Fax)
www.wilmingtonde.gov

DISADVANTAGED BUSINESS PROGRAM

In the performance of this contract, the contractor agrees to provide the information as described herein and to make its best efforts to include one or more types of disadvantaged businesses as subcontractors.

A Disadvantaged Business Enterprise means a business that is at least fifty-one percent (51%) owned and controlled by one or more socially disadvantaged individuals who, in fact, control the management and daily business operations of the business.

"Disadvantaged Individuals" are those who have been actual victims of discriminatory practices or individuals whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same business who are not so disadvantaged.

In determining the degree of diminished credit and capital opportunities, the City may consider, but shall not be limited to, reviewing the assets and net worth of disadvantaged individuals and disadvantaged businesses.

For purposes of determining the disadvantage in competing for City contracts, there shall be a presumption of economic disadvantage if an individual's net worth, exclusive of up to one hundred and fifty thousand dollars (\$150,000.00) of equity in his or her primary residence, is less than five hundred thousand dollars (\$500,000.00). The City may, in the administration of its programs, direct its assistance toward those economically disadvantaged individuals who are among the chronically unemployed and may identify demographic subgroups of disadvantaged individuals identified by race or national origin whenever current, verifiable local statistics confirm the existence of unemployment rates among such individuals that are more than fifty (50) percent above the prevailing overall unemployment rate statewide.

All contractors doing business with the City shall show good faith efforts to obtain minority and other disadvantaged subcontracting businesses' participation. Good faith efforts shall be evidenced by listing each disadvantaged business enterprise (DBEs) contacted, showing the name and address of each, the names of contact persons, telephone numbers, sources used to identify DBEs, methods used to make contact, dates firms were contacted, responses, dates responses were received, type of subcontract, reasons for rejection if the firm is not used, and estimated value of each subcontract, through completion of the City's Form DBE-1.

The federal set-aside program requirements for any applicable federally funded contract are fully applicable to the City of Wilmington, such that contractors will be subject to federal penalties of non-compliance if a contract or any subcontract awarded involves the federal set-aside program and the contractor fails to meet its requirements as to that program.

GOAL STATEMENT PROVISION FOR DISADVANTAGED BUSINESS PARTICIPATION

In order to expand opportunities and insure fair participation for disadvantaged individuals and businesses in its construction, goods and services and professional service contracts, the City has set purchasing goals for its fiscal year 1991 in each of these three procurement categories. Except to the extent that the Director of the Minority Business Office determines otherwise, such as for utilities, telephone, etc., the City shall endeavor to achieve, and shall require evidence of good faith efforts by bidders and contractors to achieve the goals of contracting with disadvantaged individuals or disadvantaged businesses for the following percentages of the total dollar amount of each contract in these three purchasing categories:

1. A goal of 20% for all construction contracts;
2. A goal of 10% for all professional service contracts; and
3. A goal of 5% for all goods and other contracts.

Notes:

1. If the contractor customarily performs the work required in any subcontracting category by workers regularly employed by the contractor in his own organization, the contractor does not have to try to subcontract such work to others solely to comply with the DBE requirements. In such cases, however, the contractor shall clearly note this fact on the applicable DBE form(s), and the burden of proof shall be on the contractor to demonstrate the accuracy thereof upon inquiry by the City.
2. Female-owned businesses do **not**, per se, qualify as DBEs.
3. Questions regarding the DBE program and directory should be directed to the City's EEO/Contractor Compliance Office at (302) 576-2121.

ADDITIONAL GOOD FAITH EFFORT (CHANGES TO Chapter 35 of the City Code)

Ordinance No. 09-057, effective December 1, 2009, requires the following DBE changes within the "Good Faith Efforts" in bidding regarding disadvantaged business enterprises (DBE's).

Subcontractors Listing

Identify all subcontractors that the bidder plans to utilize as well as listing the amount of money that will be paid to each of the subcontractors as part of the contract

DBE Replacement

Contractors are further required to make good faith efforts to replace any disadvantaged business enterprise ("DBE") that is terminated or has otherwise failed to complete its work on a contract. In such situations, the general contractor shall be required to notify immediately the City's DBE Office and provide reasonable documentation regarding any DBE's inability or unwillingness to perform the contracted work. The City's DBE Office shall require the general contractor to obtain prior approval for the DBE that will be used as a substitute, and the general contractor must provide copies of new or amended subcontracts along with documentation of the good faith efforts made in acquiring the substitute DBE.

DBE Payment

General contractors shall pay all correct invoices for the completed work of any DBE subcontractor within 10 days of receipt by the prime contractor of payment by the City. Noncompliance with this section shall subject the general contractor to penalties as provided in Section 35-135(e).

The ordinance further provides administrative additional penalties for noncompliance in addition to the penalties already provided for in the Ordinance:

1. Suspension of contract;
2. Withholding of contract funds;
3. Termination of contract based on material breach;
4. Refusal to accept a future bid; and
5. Disqualification from eligibility for providing goods or services to the City for a period not to exceed 2 years.

DBE FORMS

Contractors must file with the City, as applicable, the City's DBE Forms as follows:

1. ***DBE-1:** A listing of the subcontractors included in the bid, by which a bidder acknowledges having read the DBE goal provisions in Attachment 1 and states that the bidder will expend a percentage of the dollar amount of the contract for DBE subcontractors, if any.
2. ***DBE-2:** A listing of the subcontractors and other information to provide evidence of good faith efforts to include DBE's in subcontracts. This form must be completed and submitted with the bid, regardless of the level of DBE participation.
3. ***DBE-3:** DBE verification form stating the ownership information regarding any business seeking to qualify as a City-certified DBE, if not listed in DBE Directory.
4. **DBE-4:** A DBE contract participation report requiring that the general contractor submit a report regarding DBE contract participation at the time the contract is entered into, when 50% and when 100% of each DBE subcontractor's portion of the construction project has been completed.
5. ***DBE-5:** A listing of **ALL subcontractors** to be utilized on the contract. This form must be completed and submitted with the bid, regardless of the level of DBE participation.

FEDERAL Dollars involved in City Contracts:

A DBE Utilization form(s), including reference to minority business enterprise participation if a federal program is involved, and an indication as to whether a disadvantaged business enterprise (DBE) status is claimed. These EPA (DBE Forms 6100-3 & 6100-4) forms are required by both the SRF and EPA Grant funding programs.

If you need additional information on the DBE Program or assistance completing the DBE Forms, please contact the office by one of the following methods:

Email: smbeo@wilmingtonde.gov

Phone: (302) 576-2121

Address: Small, Disadvantage Business Enterprise Office (SMBEO)
Mayor's Office of Economic Development
Louis L. Redding Building, 3rd Floor
800 North French Street
Wilmington, DE 19801
www.wilmingtonde.gov

*Mandatory to be submitted back with Bid Documents.

EFFORTS TO OBTAIN DBE SUBCONTRACTORS DBE FORM 1 – DBE FORM 2 EXPLANATION

**[NOTE: DBE FORM-2 MUST BE COMPLETED BY ALL BIDDERS REGARDLESS OF THE LEVEL
OF PARTICIPATION OF DBEs IN THE BID.]**

All contractors doing business with the City are required to show good faith efforts to obtain DBE subcontracting businesses' participation. The burden is on the bidder to evidence such good faith efforts by means of the information required on this page. Failure to complete this form and/or failure to make good faith efforts to obtain DBE participation are grounds for rejecting any bid. Further, bidders are expected to make such good faith efforts to obtain DBE participation in connection with each and every subcontract, if any. The City's goals for DBE participation are listed on Attachment 1 to this form. These goals are not set-aside requirements, but they are the overall goals which the City is endeavoring to achieve through the disadvantaged business program. Each person or firm who or which submits a bid for City contracts is expected to demonstrate good faith efforts by actively and aggressively seeking out DBE participation in the contract to the maximum extent, to meet the City's goals, given all relevant circumstances, and shall complete all forms and follow guidelines as required by the Minority Business Office. The following are examples of the kinds of efforts that may be taken but are not deemed to be exclusive or exhaustive and the City's Minority Business Office may consider other factors and types of efforts that may be relevant:

1. Efforts made to select part of the work to be performed by DBEs in order to increase the likelihood of achieving the City's goal for that type of contract. Selection of parts of the work should at least equal the City's goal for DBE participation in that type of contract.
2. Written notification, at least ten (10) days prior to the opening of a bid, soliciting individual DBEs interested in participation in the contract as a subcontractor and for specific items of work.
3. Efforts made to negotiate with DBEs for specific items of work as detailed below and whether initial contacts to solicit DBE participation were followed up to determine with certainty whether DBEs were interested. A description of information provided to DBEs regarding plans and specifications and estimated quantities for parts of the work to be performed. A statement of why additional agreements with DBEs were not reached. Documentation of each DBE contacted but rejected and the reasons for the rejection.
4. Documentation that DBEs are not available or not interested.
5. Advertisements in general circulation media, trade association publications, and DBE media of interest in utilizing DBEs and specific areas of interest.
 - a. Efforts to use effectively the services of organizations that provide assistance in recruitment and placement of DBEs.
 - b. Whether the bidder selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the bidder might otherwise perform these work items with its own forces.

DBE FORM 3 – DBE FORM 4 – DBE FORM 5 EXPLANATION

DBE FORM 3

DBE-3: DBE verification form stating the ownership information regarding any business seeking to qualify as a City-certified DBE.

- This form must be submitted back with the bid when the contractor is working with a company who they believe to be eligible for the City of Wilmington's DBE Program. The SMBEO Office reserves the right to determine the eligibility and verification of eligibility for the firm listed on DBE Form 3.
- The burden is on the bidder to evidence such good faith efforts by means of providing the contact information for the DBE firm listed on the DBE Form 3. If a firm is determined to be an eligible DBE firm, the total dollar value of the participation by the DBE will be counted toward the contract requirement. The total dollar value of participation by a certified DBE will be based upon the value of work actually performed by the DBE and the actual payments to DBE firms by the Contractor.
- Failure to complete the DBE 3 form and/or failure to make good faith efforts to obtain DBE participation are grounds for rejecting any bid.

DBE FORM 4

DBE-4: DISADVANTAGED BUSINESS ENTERPRISE – CONTRACT PARTICIPATION REPORT

- The Contractor shall provide the DBE Office with an accounting of payments made to Disadvantaged Business Enterprise firms, including material suppliers, contractors at all levels (prime, subcontractor, or second tier subcontractor). This accounting shall be furnished to the DBE Office when the contract is entered into by the general contractor and the subcontractor, when 50% and when 100% of each DBE subcontractor's portion of a project has been completed. Failure to submit this information accordingly may result in the following action or other action as deemed by the City:
 1. Withholding of money due in the next partial pay estimate; or
 2. Contractor may be disqualified from further bidding for a period as designated.

DBE FORM 5

DBE-5 SUBCONTRACTORS' REPORT

- The Contractor shall provide the DBE Office with a listing of ALL sub contractors to be entered into contract with this bid. DBE subcontractor(s) are not to be listed on this form but on form DBE #1 (Ord. 09-057).
- Failure to complete the required Subcontractor's form (DBE Form 5) will be grounds for the disqualification of such bid as being a responsive bid.

To Be Submitted with Bid

CONTRACT: _____

**FORM DBE-1
(Rev. 10/09)**

Failure to submit this completed form will be cause for rejection of your proposal

Bidder acknowledges that he has read the D.B.E. goal provisions of the City for this fiscal year and that bidder will expend the dollar amount of the contract for D.B.E. subcontractors through the use of the following disadvantaged business enterprises, subject to the certification by the City, as subcontractors and that Bidder has made good faith efforts* as evidenced by its listing of disadvantaged businesses that were contacted as detailed herein and on the following pages. (Must be completely filled out.)

**CITY OF WILMINGTON
DISADVANTAGED BUSINESS ENTERPRISE ("D.B.E.")
SUBCONTRACTOR LISTING**

D.B.E. Firm Name IRS Number	Mailing Address & Contact Number	Type of Service	Dollar Amount of Contract
Total Dollar Amount to be Expended for Disadvantaged Business Enterprises			
Total Amount of Contract			
Percentage of Contract used for D.B.E.			

Name of Authorized Official of Bidder **Title**

Company

*Good faith efforts shall be evidenced by listing each and every disadvantaged business enterprise (DBEs) contacted, showing the name and address of each, the names of contact persons, telephone numbers, sources used to identify DBEs, methods used to make contact, dates firms were contacted, responses, dates responses were received, type of subcontract, reasons for rejection, and estimated value of subcontract.

To Be Submitted with Bid

CONTRACT: _____

FORM DBE-2
(Rev. 10/09)

Failure to submit this completed form will be cause for rejection of your proposal

DBE Firm Name/Address	Contract Number(s) Entity or Project Number	Date Contract Awarded and the dollar value contract used	Type of Subcontractor and Contract Value	Reason for Rejection (If Firm Not Used) If Bid "Too High" Also Include Value
1.				
			\$	
2.				
			\$	
3.				
			\$	

Were advertisements placed in general circulation media, trade association publications, and DBE media interested in DBE participation? If so, state details of the advertisement. If not, state why not.

What efforts were made to use the services of organizations that provide assistance in recruitment and placement of DBEs?

The following are examples of actions that may **not** be used as justification by the contractor or bidder for failure to meet DBE participation goals:

1. Failure to contract with a DBE solely because the DBE was unable to provide performance and/or payment bonds.
2. Equipment idled by contract with DBE.
3. Rejection of a DBE because of its union or non-union status.

If more DBE firms have been contacted, please list with supplemental form(s) on additional pages.

To Be Submitted with Bid if DBE is not listed in City DBE Directory

CONTRACT: _____

FORM DBE-3
(Rev. 10/09)

Failure to submit this completed form will be cause for rejection of your proposal

**CITY OF WILMINGTON
DISADVANTAGED BUSINESS REGISTRATION VERIFICATION FORM**

1.	NAME:		
2.	ADDRESS:		
3.	PHONE:	PRODUCT OR SERVICE LINE:	
4.	TYPE OF FIRM: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Individual <input type="checkbox"/> Other _____		
5.	EMAIL:		
6.	DATE OF ORIGATION OF FIRM:	EMAIL:	
7.	BUSINESS LICENSES HELD:	City:	State: Other:
8.	DISADVANTAGED OWNERSHIP OF FIRM:		
	NAME	OWNERSHIP % OF FIRM	DISADVANTAGED BUSINESS
a.			
b.			
c.			
d.			
e.			
f.			
9.	NON-DISADVANTAGED OWNERSHIP OF FIRM:		
	NAME	OWNERSHIP % OF FIRM	
a.			
b.			
c.			
d.			
e.			
f.			
8.	I hereby certify that the information above is true and complete to the best of my knowledge and belief, and that I have been duly authorized to make this certification on behalf of the firm.		

NAME (printed) _____

SIGNATURE _____

DATE _____

TITLE _____

FOR OFFICE USE ONLY

DATE RECEIVED: _____
DATE APPROVED: _____
INFORMATION VERIFIED: _____

The General Contractor is required to submit this Compliance Report to the Disadvantaged Business Development Officer, City/County Building, 3rd Floor, 800 French Street, Wilmington, Delaware 19801, when the contract is entered into by the general contractor and the subcontractor, when 50% and when 100% of each DBE subcontractor's portion of a construction project has been completed.

**DISADVANTAGED BUSINESS ENTERPRISE
CONTRACT PARTICIPATION REPORT**

1. Contract No. _____ Amount of Contract \$ _____
2. Name of General Contractor: _____
3. Address: _____
4. E-Mail Address: _____
5. The above-named contractor intends to fulfill its commitment to expend \$ _____ (____%), of its contract with Disadvantaged Business Enterprises ("DBEs"). The following year-to-date expenditure(s) has been made with a DBE Subcontractor(s):

Name/Address of DBE Subcontractor	Nature of Participation	Dollar Value/ Percent of Participation	Dollar Amount Expended to Date
1.			
2.			
3.			

CONTRACT COMPLETION DATE: _____

General Contractor

Name of Authorized Officer

Date

DBE Subcontractor

Signature of Authorized Officer

Date

Office Use Only (Prime) Payment Received: _____ Amount: _____ Date: _____ Payment Received: _____ Amount: _____ Date: _____
--

City of Wilmington

Contract Compliance Officer's Name

Date

City of Wilmington

Contract Compliance Officer's Signature

Date

CONTRACT: _____

FORM DBE-5
(Rev. 10/09)

Failure to submit this completed form will be cause for rejection of your proposal

**CITY OF WILMINGTON
SUBCONTRACTOR LISTING
(Do not include DBE Firms to be utilized)**

Subcontractor Name IRS Numbers	Mailing Address Contact Number or Email	Type of Service	Dollar Amount of Contract
Total Dollar Amount to Non-Disadvantaged Business Enterprises			
Total Amount of Contract			

Bidder acknowledges that he has identified all sub contractors that will be utilized as well as listing the amount of money that will be paid to each of the subcontractors as part of the contract (use additional pages if necessary).

Name of Authorized Official of Bidder

Title

Company

Date

STATE OF DELAWARE
DEPARTMENT OF LABOR
DIVISION OF INDUSTRIAL AFFAIRS
OFFICE OF LABOR LAW ENFORCEMENT
PHONE: (302) 761-8200

Mailing Address:
4425 North Market Street
3rd Floor
Wilmington, DE 19802

Located at:
4425 North Market Street
3rd Floor
Wilmington, DE 19802

PREVAILING WAGES FOR BUILDING CONSTRUCTION EFFECTIVE MARCH 13, 2020

CLASSIFICATION	NEW CASTLE	KENT	SUSSEX
ASBESTOS WORKERS	24.35	29.99	43.65
BOILERMAKERS	72.91	36.99	54.38
BRICKLAYERS	57.94	57.94	57.94
CARPENTERS	56.46	56.46	44.83
CEMENT FINISHERS	76.91	53.57	23.61
ELECTRICAL LINE WORKERS	48.43	41.53	31.66
ELECTRICIANS	72.49	72.49	72.49
ELEVATOR CONSTRUCTORS	99.43	68.69	34.03
GLAZIERS	77.25	77.25	60.35
INSULATORS	59.68	59.68	59.68
IRON WORKERS	67.70	67.70	67.70
LABORERS	49.20	49.20	49.20
MILLWRIGHTS	76.83	76.83	61.93
PAINTERS	53.71	53.71	53.71
PILEDRIVERS	79.62	41.92	33.90
PLASTERERS	31.79	31.79	23.56
PLUMBERS/PIPEFITTERS/STEAMFITTERS	72.05	56.29	62.21
POWER EQUIPMENT OPERATORS	73.29	73.29	73.29
ROOFERS-COMPOSITION	25.58	25.24	23.05
ROOFERS-SHINGLE/SLATE/TILE	19.59	23.29	18.32
SHEET METAL WORKERS	75.03	75.03	75.03
SOFT FLOOR LAYERS	54.59	54.59	54.59
SPRINKLER FITTERS	61.83	61.83	61.83
TERRAZZO/MARBLE/TILE FNRS	66.75	66.75	66.75
TERRAZZO/MARBLE/TILE STRS	74.02	74.02	74.02
TRUCK DRIVERS	32.77	29.22	22.75

CERTIFIED: 03/13/2020

BY: 

ADMINISTRATOR, OFFICE OF LABOR LAW ENFORCEMENT

NOTE: THESE RATES ARE PROMULGATED AND ENFORCED PURSUANT TO THE PREVAILING WAGE REGULATIONS ADOPTED BY THE DEPARTMENT OF LABOR ON APRIL 3, 1992.

CLASSIFICATIONS OF WORKERS ARE DETERMINED BY THE DEPARTMENT OF LABOR. FOR ASSISTANCE IN CLASSIFYING WORKERS, OR FOR A COPY OF THE REGULATIONS OR CLASSIFICATIONS, PHONE (302) 761-8200.

NON-REGISTERED APPRENTICES MUST BE PAID THE MECHANIC'S RATE.

THESE RATES ARE BEING PROVIDED IN ACCORDANCE WITH DELAWARE'S FREEDOM OF INFORMATION ACT.

THEY ARE NOT INTENDED TO APPLY TO ANY SPECIFIC PROJECT.

SECTION 1000

SUMMARY OF WORK

PART 1 – GENERAL

1.01 GENERAL

- A. The work of this Contract consists of furnishing, employing and installing all equipment, materials, and labor necessary to provide maintenance and repair of existing boilers and equipment included in Section 2000, Subsection 1.06, located at the following three sites:
- Brandywine Filtration Plant Complex
 - Porter Filtration Plant
 - Porter Gatehouse

1.02 SCOPE OF WORK

- A. Provide Scheduled Inspection and Maintenance Services over a twelve month period to perform inspections, and routine maintenance of the boilers and boiler feed systems and monthly inspections of the steam traps. A list of the boilers is included in Section 2000, Subsection 1.06. Payment for the scheduled services will be at the lump sum price bid.
- B. Provide Unscheduled (On-Call) Services during the twelve month period for the repair and or replacement of equipment. Such unscheduled services shall be performed only in response to specific requests by the City. The services should be performed within 24 hours of the request or as agreed upon at the time of the request. It should be assumed that work under unscheduled services would normally be performed during normal business hours (8:30-4:30). Payment for the unscheduled services will be at the hourly rate bid submitted with the proposal.
- C. Provide Emergency Services during the twelve month period for the repair and/or replacement of instrumentation that fails. Such emergency services shall be performed only in response to specific requests by the City within 6 hours of the request. It should be assumed that work under emergency services would normally be performed outside of normal business hours. Payment for the emergency services will be at the hourly rate submitted with the proposal.
- D. Spare parts used during the course of this Contract will be purchased separately under the spare parts allowance. The cost shown in the Proposal Form is an estimated amount only and does not obligate the City to purchase any spare parts under this Contract.

1.03 GENERAL CONTRACTOR'S REQUIREMENTS

- A. Please note that the City of Wilmington has a Board of Examining Engineers that oversees the

licensing of stationary engineers. For more information, please contact Ted Omlor, City of Wilmington, Board of Examining Engineers.

City of Wilmington
Board of Examining Engineers
City-County Building
8th & French Streets
Wilmington, DE 19801

Proof of the Bidder's City of Wilmington Mechanical License must be submitted with the Bid.

- B. The Contractor shall have experience with boilers, feed water system, condensate return systems, heat exchangers, unit heaters and related heating and ventilating system maintenance and repair as summarized below:
1. Five years of maintenance and repair experience within the last seven years with the same type and size or larger equipment as currently installed at the City's facilities.
 2. Own or have ready access to boiler testing and repair equipment.
 3. Have certified welders on staff or through an identified subcontractor, including Federal R-Stamp and Boiler Certified by the State of Delaware. All certified welders intended to be used for this work, including subcontractors must be identified at the time of bid.
 4. Have experience with burner rebuilding and refurbishing and replacing fire tubes and sections of a sectional boiler.
 5. References from municipalities, authorities or private utility companies where the Contractor performed similar services on similar size and type equipment. The Contractor shall include in its references any employee training, improvement, and certification programs.
 6. Some of the maintenance tests (those for safety valves and low water cut-offs, as well as any procedure requiring a person to enter the boiler shell, for example) can be dangerous. The Contractor shall be fully aware of all dangers and follow applicable Federal, State and Local Health and Safety regulations.

1.04 CONTRACTOR PERSONNEL

A. Contractor Point of Contact

The Contractor's Point of Contact shall work closely and cooperatively with the City's Contract Administrator on a regular basis and become the primary point of contact for all matters relating to the maintenance and upkeep of the City's equipment. As such, the Contractor's Point of Contact will have proven technical and managerial experience in the

inspection and repair of boilers and related heating and ventilating systems. The Contractor must present its nominee for Point of Contact during interviews with the City (should the Contractor be invited for an interview). The City reserves the right to reject any nominee that the Contractor puts forward for the position of Point of Contact.

B. Selection of Personnel

The Contractor will have the responsibility for selecting personnel to perform the services outlined in this Contract and for determining and providing wages, salaries, and benefits for its employees.

C. Changes in Personnel

1. The Contractor's Point of Contact will not be changed without prior consultations with the City, except that the Contractor Point of Contact may be dismissed without prior City approval for criminal activity or documented violations of company policies. Otherwise, the City must approve the timing of the change, and the specific individual who replaces the incumbent Point of Contact.
2. The City reserves the right to require the dismissal of any Contractor employee whose performance or actions are determined by the City to be detrimental to achieving the objectives set forth in this Contract.

D. Availability of a Contact Person

Due to the possible emergent nature of boiler emergencies, the Contractor must provide a manned telephone access that is available and manned 24 hours a day, 7 days a week, and 365 days of the year.

PART 2 – TERMS OF THE AGREEMENT

2.01 COMMENCEMENT OF OPERATIONS

The Contractor shall commence performance of services under the terms of these specifications within thirty (30) days of contract execution.

2.02 TERMS OF INITIAL AGREEMENT

The term of the initial contract shall be a period of one (1) year from the start work date specified in the contract, or until June 30, 2021, whichever comes first.

The Contract term may be extended, at the City's discretion, for up to two (2) one-year terms after the completion of the initial term. In such case of a contract term extension, the costs for each of the bid items may be adjusted at contract renewal. Adjustment of the costs will be considered only in light of the following limitation:

- The change in all costs (labor rates and services) will not exceed the Consumer Price Index – Urban (CPI-U) for all urban consumers for all items in the Philadelphia/Wilmington Metropolitan Area for the prior year.

2.03 CONTINUITY OF SERVICE

- A. The Contractor must recognize that the services to be provided are vital to the City and must be maintained without interruption and that upon expiration or termination of the contract, a successor will continue these services. Therefore, if the Contractor chooses not to pursue the renewal the next contract term upon contract expiration, the Contractor is required to provide the City a written notice of such intent at least three (3) months before the expiration of the contract. Should the Contractor fail to provide timely notice, the City reserves the right to require continued performance of the agreement by the Contractor under the terms of the contract for a period of up to six (6) months from receipt of a written notice of intent or from the date of expiration of the agreement, whichever is earlier.
- B. If upon expiration or termination of the contract, the Contractor is not chosen to continue or renew the agreement, the Contractor will upon written notification from the City, provide phase-in, phase-out services for up to sixty (60) days after the contract expires or is terminated. After notification, the Contractor will cooperate in good faith with a successor in determining the nature and extent of the services, subject to approval by the City. The Contractor will provide sufficient experienced personnel during the transition period to ensure that all services called for by the contract are maintained at the specified level of contract performance. The Contractor will be reimbursed for all reasonable costs pre-authorized by the City, which are incurred within the agreed period after agreement expiration or termination.

PART 3 – MANGEMENT OF THE AGREEMENT

3.01 CONTRACT ADMINISTRATION

The Commissioner of Public Works is authorized to act on behalf of the City in any and all matters relating to or resulting from this Contract. The Commissioner shall appoint a representative who will be designated as the Contract Administrator, and will be authorized to act on behalf of the Commissioner of Public Works. The Contract Administrator will resolve any and all questions which may arise as to the quality, quantity and character of service performed by the Contractor in the execution and day-to-day management of the agreement.

3.02 DISPUTE RESOLUTION

In the event of any dispute between the Contract Administrator and the Contractor as to the Contractor's performance, or the Contract Administrator's decisions relative to the agreement, either party may submit the dispute to the Commissioner of Public Works. Each

party will be given the same opportunity to present their positions to the Commissioner, who shall render a decision within twenty (20) days. The decision of the Commissioner shall be final.

PART 4 – TOTAL CONTRACT COST AND INVOICING

4.01 TOTAL CONTRACT COSTS

- A. The Contractor's proposal shall contain the completed Proposal Form (Section PF) included as Attachment 1. This will establish the total contract cost.
- B. Scheduled Inspection and Maintenance costs are those costs incurred by the Contractor for scheduled inspection and maintenance services, as defined in Section 2000. The Contractor will develop an annual fixed price cost proposal for the provision of all scheduled inspection and maintenance that is inclusive of all small tools, equipment, lubricants, subcontractors, transportation and labor costs.
- C. Unscheduled and emergency service costs are those costs incurred by the Contractor to provide unscheduled and emergency maintenance and repair services as defined in Section 2000. The Contractor will develop a cost proposal that includes a labor rate for the various employee classifications and crews anticipated to perform the work inclusive of all small tools, transportation and labor costs. Such personnel may include technicians, helpers or laborers, welders, machinists, etc. An equipment list should also be submitted which provides a summary of all the maintenance and repair equipment expected to be required to perform the work and the cost, if any, for the use of this equipment. The equipment items may include welding machines, hoists, cranes, etc. The City will pay the agreed labor and equipment rates for all unscheduled and emergency services delivered that are approved by the City per the terms of this Contract. Parts, supplies, and materials delivered to the City, as part of unscheduled and emergency services, will be paid by the City as defined below.
- D. Costs for parts and rented equipment, shall be itemized and can include a 15% mark-up on invoiced charges. Invoices from vendors and subcontractors must be included with Contractor invoices. Subcontracted Services shall be itemized and can include a maximum 10% mark up on invoiced charges.
- E. The Contractor may petition the City for an adjustment to the Scheduled Service cost at reasonable times on the basis of unusual changes in the Contractor's cost of doing business. Unusual changes are items not covered by the agreement that occur as a result of external events and through no fault of the Contractor such as changes in local, state, or federal laws or regulations, natural catastrophes, civil disturbances, or similar extraordinary events. The term will not include price increases occurring in the ordinary course of doing business.
- F. The costs for each of the first nine bid items may be adjusted at contract renewal. Adjustment of the costs will be considered only in light of the following limitation:

- The change in all costs (labor rates and services) will not exceed the Consumer Price Index – Urban (CPI-U) for all urban consumers for all items in the Wilmington Metropolitan Area for the prior year.
- G. The scheduled inspection costs can be adjusted to correspond to changes in the equipment at the various locations. These adjustments may be negotiated after three months or four times during the contract year if changes in equipment occur.

4.02 INVOICING POLICIES AND PROCEDURES

A. Frequency

The City will accept three invoices per year in payment for Scheduled Inspection and Maintenance Services. In addition, the City will accept one invoice a month for costs incurred for unscheduled and emergency services provided during the preceding month or not previously invoiced.

B. Format

1. Unless the Contractor proposes and the City accepts a different schedule, the Contractor will bill the City 1/3 of the Scheduled Services contract amount after each of the three annual visits. The invoice must include a unit-by-unit summary of maintenance and repair activity for the prior visit.
2. All invoices for unscheduled and emergency service costs must be pre-approved by the City. Such costs will be actual net costs as paid by the Contractor and will be supported by detailed time and expense reports, including a copy of certified payroll or certified daily work sheets, and line item documentation of costs incurred (e.g.: hours, parts, subcontractor services, etc). Copies of all invoices for parts, subcontracted services, etc. must be included with the invoice.

C. Certification and Payment

1. The monthly invoices will each include a statement certifying that the charges billed to the City are true and accurate and were incurred in the performance of the terms of the contract. The Contractor's authorized representative will sign such statement.
2. The City will pay the Contractor within thirty (30) days of the City's receipt of an acceptable invoice. The City will pay the Contractor for all items invoiced over which there is no dispute so that payment for undisputed items is prompt. Payment for disputed items will be made when disputes are resolved.

D. City's Rights to Review Billing Documentation

The City reserves the right to request additional documentation from the Contractor prior to paying any disputed portion of the invoice. Such documentation may include, but is not

limited to invoices to the Contractor for parts or subcontracted services and payroll registers. The City reserves the right to audit the Contractor's records and books pertaining to this contract.

PART 5 – PREPARATION OF PROPOSAL

- A. Bidders shall submit with their proposals evidence of experience in accordance with the requirements contained in herein, Section 1.03, entitled General Contractor's Requirements. Bidders may be requested to submit additional information, after the opening of bids if such additional information is considered necessary to properly evaluate a bidder's qualifications.

Proof of the Bidder's City of Wilmington Mechanical License must be submitted with the Bid.

- B. Item No. 1 of the Proposal is for Scheduled Services for a twelve-month period as described in Section 2000. Lump sum prices quoted shall include all travel and small tool costs. In addition, the lump sum price shall include the costs for normal equipment required for routine inspection and maintenance of the heating and ventilating equipment as described in Section 2000. Please note that only the on site hours actually spent can be charged. Bidders per hour rate should reflect all ancillary items.

Included in the lump sum fee proposed in Item No. 1, The City wishes to break out one item that may or may not be removed from the Contract. Bidders shall provide their costs, which are included in the Lump Sum of Item 1, for the monthly steam trap inspection.

- C. Item No. 2 and Item No. 3 of the Proposal is for Unscheduled Services for a twelve-month period as described in Section 2000. Unit prices per hour at the job site shall be quoted which shall include all travel and small tool costs involved. The number of hours shown in the Proposal under Item No. 2 and Item No. 3 are only for the purpose of extending the unit prices for use in determination of the low bidder. The number of hours actually used during the Contract will be that resulting from specific requests by the City for such services as required during the twelve-month period.
- D. Item No. 4 and Item No. 5 of the Proposal is for Emergency Services for a twelve-month period as described in Section 2000. Unit prices per hour at the job site shall be quoted which shall include all travel and small tool costs involved. The number of hours shown in the Proposal under Item No. 4 and Item No. 5 are only for the purpose of extending the unit prices for use in determination of the low bidder. The number of hours actually used during the Contract will be that resulting from specific requests by the City for such services as required during the twelve-month period.
- E. Item No. 6 and Item No. 7 of the Proposal is for Unscheduled Services for a twelve-month period as described in Section 2000. Unit prices per hour at the job site shall

be quoted which shall include all travel and small tool costs involved. The number of hours shown in the Proposal under Item No. 6 and Item No. 7 are only for the purpose of extending the unit prices for use in determination of the low bidder. The number of hours actually used during the Contract will be that resulting from specific requests by the City for such services as required during the twelve-month period.

- F. Item No. 8 and Item No. 9 of the Proposal is for Emergency Services for a twelve-month period as described in Section 2000. Unit prices per hour at the job site shall be quoted which shall include all travel and small tool costs involved. The number of hours shown in the Proposal under Item No. 8 and Item No. 9 are only for the purpose of extending the unit prices for use in determination of the low bidder. The number of hours actually used during the Contract will be that resulting from specific requests by the City for such services as required during the twelve-month period.
- G. Item No. 10 of the Proposal is for a Working Foreman's Rate. Should any work item described above require the use of more than four workers to complete the task, provisions for a single, working foreman will be considered above the stipulated work rates. This rate is limited to those instances when the crew size exceeds four persons (5 or more). The number of hours shown in the Proposal under Item No. 10 are only for the purpose of extending the unit prices for use in determination of the low bidder. The number of hours actually used during the Contract will be that resulting from specific requests by the City for such services as required during the twelve-month period.
- H. Item No. 11 of the Proposal is a stipulated material allowance for Spare Parts. The allowance shown on the bid form is for the purposes of establishing a budget for spare parts purchase. The actual Spare Parts will be that resulting from the specific requests by the City for the materials during the Contract period. Labor for installation shall be included under Items No. 2 through 9 as required.
- I. Item No. 12 of the Proposal is a stipulated Capital Line Item for work that is yet to be determined. Typical Capital Work can include boiler feed water system replacements, steam and condensate pipe replacements or other similar systems. Please note that this is not a prescriptive list, but only indicative of work that may be used under this Line Item. This allowance is for the purpose of establishing a separate line item that will be funded through the City's Capital Improvement funds and not through the maintenance funds for the rest of the Contract. This allowance will include all costs associated with the repairs and replacements described herein and will be full accessed after award of the Contract.
- J. Item No. 13 includes the cost to provide a certified welder should those services become necessary. It is noted that the basis of award will be made on Items 1 through 12 inclusive. Item No. 13 must be filled out in its entirety with either Item 13A or Item 13B depending on whether the Bidder had Certified Welders on staff or plans to use a subcontractor for those services.

END OF SECTION

SECTION 2000

MAINTENANCE SERVICES

PART 1 – GENERAL

1.01 GENERAL

- A. The Contractor shall furnish the City of Wilmington the following services for a twelve month period from the date of Authorization to Proceed for the existing boilers and equipment listed in the following schedules and located at three sites:
- Brandywine Filtration Plant Complex
 - Porter Filtration Plant
 - Porter Gatehouse

1.02 SCHEDULED INSPECTION AND MAINTENANCE SERVICES

- A. Provide qualified service technicians to visit the facilities two times per year, to perform inspection and maintenance on all the boilers, feed water systems and condensate return pump stations listed in Paragraph 1.06 in accordance with the approved Inspection and Maintenance Program to be developed by the Contractor and submitted to the City for approval.
- B. One principle service technician shall be designated as the primary technician for the work in this Contract. The primary technician shall perform all the work in this Contract as to the extent it is possible in order to maintain the Inspection and Maintenance Program. Another technician shall be designated as the back-up technician if the primary is unable to maintain the Inspection and Maintenance Program. All routine work in this Contract is not to be performed on holidays or weekends, unless under written approval by the City.
- C. The Contractor will maintain a maintenance schedule and log for every location and will describe how it will schedule inspections and maintenance and monitor for maintenance program compliance.
- D. Provide written reports within 2 weeks of each of the two annual visits to the City representative including the following information:
1. Identification of each piece of equipment inspected, serviced and/or calibrated;
 2. Calibration data, giving adjustment of each boiler before and after each calibration;

3. If applicable, the reason for an observed need for adjustment;
4. Description of service performed on each boiler or piece of equipment;
5. Description of repairs made and identification of parts replaced; and
6. Recommendations, with estimated costs, for any additional repair work or maintenance on the equipment which the City has not requested;
7. Recommendations regarding operations and maintenance procedures to be performed by City personnel.

E. Provide a decal on each equipment serviced/calibrated which shows the following:
(NOTE: Certified Welding stamps are only required if welding was actually performed on the equipment)

1. Date serviced/calibrated.
2. Name of technician.
3. Description of service.
4. Certified welding stamp on boilers.

F. Personnel providing the services shall contact the designated City Representative upon arriving at the site and upon leaving the site.

G. The Contractor's Inspection and Maintenance Program shall include all work recommended by the manufacturer(s) of the equipment and the following number of visits and inspection and maintenance tasks at a minimum. Not all of the tasks apply to the boiler at the Porter Gatehouse.

Off-season (Summer) Services:

1. Conduct major inspection and maintenance work on boilers once per year during the off-season (summer) including:
 - Clean heavy grease, dirt, and oil from boiler and auxiliary equipment.
 - Lubricate blower motor.
 - Check blower for proper alignment; realign if required.
 - Inspect and clean blower vanes and air intake regulator.
 - Inspect and change fuel oil pump filter as required.
 - Perform annual internal inspection.
 - Perform external inspection.
 - Check sheaves for V-belt and check alignment; adjust as required.
 - Check tension and condition of V-belts and pulleys; adjust as required.
 - Check boiler feed water pump couplings for damage or defects.
 - Lubricate feed water pumps inboard and outboard bearings.
 - Clean combustion by-products from fireside surfaces.

- Inspect the burner. While the boiler is open, inspect the burner components including shutter, damper, oil nozzle, and/or diffuser.
 - Remove hand holes and manholes and flush out all sludge and sediment from chamber and tubes. Remove sludge and sediment above tubes as required.
 - Dismantle low water fuel cut-off; clean float chamber, test for proper operation.
 - Inspect insulation on boiler and piping.
 - Manually lift both pressure relief valves to ensure proper operation.
 - Clean and check all electrical contacts for signs of pitting, burn or wear.
 - Check all electrical switches, bulbs, and wiring for wear, looseness and proper operation.
 - Check all solenoid valves for proper operation.
 - Check high and low water pressure switches for proper operation.
 - Check low water control switch for proper operation.
 - Check oil and air pressure pressure switches for proper operation.
 - Check all disconnects for tight fit, burning and pitting.
 - Inspect all electrical wiring for worn insulation and loose connections.
 - Inspect the flue and stack at the Porter Filtration Plant and the Porter Gatehouse.
2. Conduct major inspection and maintenance work on boiler feed water systems twice per year including:
- Inspect the boiler feed pumps and motors for mechanical and electrical operation.
 - Verify that feedwater temperature is properly maintained. Make adjustments to the system as necessary.
 - Inspect discharge pressure gauge. Inspect all valves, suction shut-off valve, internal/external float make-up valve, supply and return headers and valves for evidence of leakage. Check each valve to ensure it is operating properly.
 - Inspect and test all of the electrical connections and safeties. Inspect the electrical connections for tightness, particularly on starters and mechanical relays.
 - Inspect the tank for corrosion and pitting. Clean as necessary.
 - Clean all Strainers prior to the start of the heating season.
3. Conduct major inspection and maintenance work on condensate return pump stations twice per year including:
- Conduct inspection to verify that the floats are set correctly. Make adjustments to the float, if necessary.
 - Check operation of valves and pumps.
 - Check electrical connections.
 - Clean pump stations as required.

Start-up Services:

1. Conduct inspection and maintenance work and assist with boiler start up at the start of the heating season. Date of work should be coordinated with the City's representative. At a minimum, the work includes:
 - Perform external inspection.
 - Clean heavy grease, dirt, and oil from boiler and auxilliary equipment.
 - Lubricate blower motor.
 - Inspect the controls. Test the flame safeguard controls.
 - Manually lift both pressure relief valves to ensure proper operation.
 - Clean and check all electrical contacts for signs of pitting, burn or wear.
 - Check all electrical switches, bulbs, and wiring for wear, looseness and proper operation.
 - Check all solenoid valves for proper operation.
 - Check high and low water pressure switches for proper operation.
 - Check low water control switch for proper operation.
 - Check oil and air pressure pressure switches for proper operation.
 - After the cleaning and inspection is complete, close the boiler and inspect the unit's operation. Fire the boiler. Monitor burner ignition and flame color carefully during boiler fire-up. Make adjustments to air-fuel linkages on burners or other modifications, as necessary.
 - Test flame failure and alarms while on low fire; clean flame detection lens as required.
 - Adjust burner fuel to air ratio to optimum setting.
 - Perform a test for boiler combustion efficiency for the boilers at the Brandywine Filtration Complex and boiler at the Porter Filtration Plants. Combustion testing equipment shall measure stack temperatures and the O and CO content of exhaust gases. Adjust burner fuel linkages for optimum performance.
 - Blow down the boiler according to the manufacturer's instructions, which will remove accumulations on the water surface.
 - Check continuous blow-down for proper settings.
 - Check Steam Traps and provide Infrared readings - NOTE: This item, while included in the Lump Sum Bid, should be separated in Line Item 1-A of the proposal form.
2. Inspect boiler feed water systems for proper operation.
3. Inspect condensate return pump stations for proper operation.

Heating Season (Winter) Services:

1. Conduct inspection and maintenance work boilers once per year during the heating season (winter) including:
 - Perform external inspection.
 - Clean heavy grease dirt and oil from boiler and auxiliary equipment.
 - Lubricate blower motor.
 - Inspect and change fuel oil pump filter as required.
 - Check sheaves for V-belt and check alignment; adjust as required.
 - Lubricate feed water pumps inboard and outboard bearings.
 - Inspect the controls. Test the flame safeguard controls.
 - Manually lift both pressure relief valves to ensure proper operation.
 - Clean and check all electrical contacts for signs of pitting, burn or wear.
 - Check all electrical switches, bulbs, and wiring for wear, looseness and proper operation.
 - Check all solenoid valves for proper operation.
 - Check high and low water pressure switches for proper operation.
 - Check low water control switch for proper operation.
 - Check oil and air pressure switches for proper operation.
 - Test flame failure and alarms while on low fire; clean flame detection lens as required.
 - Adjust burner fuel to air ratio to optimum setting.
 - Blow down the boiler according to the manufacturer's instructions, which will remove accumulations on the water surface.
 - Check continuous blow-down for proper settings.
 - Check Steam Traps and provide Infrared readings (Steam Trap Inspections shall be performed monthly between November 1 and April 1. Inspections shall be performed in the first week of each month between and including November and April – See Reporting Requirements below for documentation requirements of these inspections). NOTE: This item, while included in the Lump Sum Bid, should be separated in Line Item 1-A of the proposal form.
2. Inspect boiler feed water systems for proper operation.
3. Inspect condensate return pump stations for proper operation.

Reporting Requirements:

1. A detailed, written report of the actual start up services performed shall be submitted within 30 days of the completion of the start up services.
2. A detailed, written report of the monthly Steam Trap checks shall be submitted within the Seven (7) Days of the Steam Trap check. Infrared readings shall be provided with this

monthly report. The cost of the Steam Trap checks and reporting must be shown in Item 1-A of the Bid Form. The inspections of the steam traps shall be performed during the first week of each month, starting in November and ending in April.

3. Whenever a **Unscheduled, Scheduled or Emergency Repair** is performed on any boiler or its ancillary equipment, the Contract must, within two weeks of the service date, provide a written report to the City that includes a description of service performed on each boiler or piece of equipment with the dates of the service; description of repairs made and identification of parts replaced; and recommendations, with estimated costs, for any additional repair work or maintenance on the equipment which the City has not requested. Also include any recommendations regarding operations and maintenance procedures to be performed by City personnel.

1.03 UNSCHEDULED (ON-CALL) SERVICES

- A. Provide qualified service technicians to visit the facilities for unscheduled maintenance and repair service, when requested by the City, to check, troubleshoot, and repair boilers, boiler feed water systems, condensate return pump stations, heat exchangers, unit heaters and other heating and ventilating equipment as requested by the City.
- B. The service shall be provided within one (1) working day of a request by the City. Whenever possible, service shall be performed on site during normal working hours (8 AM to 4 PM) and normal working days.
- C. Personnel that provide the services shall contact the designated City Representatives upon arriving at the site and upon leaving the site. Portal to portal time is not acceptable. The City will only pay for time spent onsite performing this work. No minimum charges submitted by the Contractor will be allowed nor will these charges be reimbursed by the City.
- D. Provide a written report to the City after completion of all **Unscheduled Service** visits including the following information:
 1. Date of request by City for service.
 2. Identification of equipment inspected.
 3. Description of work performed, repairs made and identification of parts replaced.
 4. Date and time the visit was made, number of personnel and total number of man-hours utilized.
 5. Description of any recommended follow-up actions.
 6. If the report recommends that follow-up repairs be made, an estimate or repair cost shall be provided by the Contractor. Repairs estimated to cost in excess of \$1,000 or

any repair where the cost is estimated to be more than the fair market value of the equipment, must be analyzed by the Contractor and the City to evaluate the repair's cost effectiveness, and be approved in advance by the City. In such cases, if the Contractor believes that equipment replacement appears to be more cost-effective than repairing; such recommendation shall be represented to the City. The City, however, will make the final repair versus replacement decision.

1.04 EMERGENCY SERVICES

- A. Provide emergency repair service, when requested by the City, to repair heating and ventilating equipment that fail.
- B. The service shall be provided within six (6) hours of a request by the City. It is expected that services shall be performed on-site outside of normal working hours and normal working days.
- C. Provide a written report to the City after completion of each Emergency Service visit including the following information:
 - 1. Date of request by City for service.
 - 2. Identification of equipment repaired.
 - 3. Description of work performed, repairs made and identification of parts replaced.
 - 4. Date and time that repair was made, number of personnel and total number of man-hours utilized.
- D. Personnel that provide the service shall contact the designated City Representatives upon arriving at the site and upon leaving the site. Portal to portal time is not acceptable. The City will only pay for time spent onsite performing this work. No minimum charges submitted by the Contractor will be allowed nor will these charges be reimbursed by the City.

1.05 SPARE PARTS ALLOWANCE

- A. The Contractor will provide new and replacement units and repair components necessary for new, repair components and equipment that fail. The Contractor will procure and furnish all parts, materials, supplies, and fluids required for the maintenance and repair tasks assigned by the City in accordance with generally accepted parts management practice, and that will ensure meeting all relevant standards of performance.
- B. Spare parts used during the course of this Contract will be purchased separately under the spare parts allowance pricing.
- C. The City will make available space at the Water Treatment Plants for storage of the

Contractor's stock of spare parts and tools if required. The Contractor shall provide all necessary locks, and shall be solely responsible for any loss through damage or theft of the stored parts.

- D. The allowable mark-up for all repair parts and other equipment requested by the City and supplied by the Contractor shall not exceed fifteen percent (15%) of the invoiced price. The invoices to the City from the Contractor shall indicate documentation that the mark-up taken does not exceed 15 percent of the purchase price. Invoices shall include photostatic copies of the manufacturer's or supplier's original invoices showing the purchase price. Mark-up on Subcontractors is limited to 10% (See Section 1000, 4.01.D).
- E. Parts used to maintain and repair the equipment will, at a minimum, meet or exceed the quality of the parts furnished originally for the equipment (OEM equivalent). Rebuilt/remanufactured parts must conform to the manufacturer's reconditioning tolerances. If more than one grade of product is available that meets the requirements of this section, the City will designate which grade will be made available for use. If during the term of any agreement resulting from this Contract, the City reserves the right to require a specific substitute to be used. The City will, additionally, specifically approve all product lines or changes to product lines before they are introduced for use.
- F. Notwithstanding inspection and acceptance by the City, products supplied under this Contract will be warranted by the Contractor for one year, or the length of time of any warranty given by the manufacturer or rebuilder/remanufacturer, whichever is greater, after acceptance by the City.

1.06 SCHEDULE OF EQUIPMENT

The Contractor shall be responsible for Scheduled Service to all equipment listed in this section as part of the lump sum bid for scheduled services.

EQUIPMENT

Brandywine Filtration Complex

Equipment & Locations

Boiler No. 1

Cleaver Brooks, Model No. CB 200-200-15ST
S/N T4771-1-1, 200 hp fire tube boiler. Year: 2015.
Input: 8,165,000 BTU/hr. No. 2 fuel oil, 58.3 gph of
oil, or 8 Therms of Natural Gas. Oil pump motor
115V/60 Hz, 1 phase, 7 A. Blower motor 10 hp (also
air compressor). UL listed S984401

Boiler No. 2

Cleaver Brooks, Model No. CB 200-200-15ST
S/N T4345-1-1, 200 hp fire tube boiler. Year: 2014.
Input: 8,165,000 BTU/hr. No. 2 fuel oil, 58.3 gph of

**Attachment 1
Proposal Form**

SECTION PF

PROPOSAL FORM

DATE: _____

Contract 21005 WD

TO: Manager, Division of Procurement and Records
City/County Building – Fifth Floor
800 French Street
Wilmington, DE 19801

FOR: Department of Public Works

Gentlemen:

Having carefully examined the Request for Proposal entitled “Boiler Inspection and Maintenance Services, Contract No. 21005 WD,” and having become familiarized with their requirements and having visited the sites of the work and noted all conditions affecting the work, the undersigned hereby proposes to furnish the services described in the Request for Proposal for the following prices:

ITEM-1: Scheduled Inspection and Maintenance Services for a twelve month Period - Lump Sum = \$ _____

ITEM 1-A: Included in the Lump Sum Price in Item 1 is the following cost for performing and reporting all specified testing of steam traps. Frequency of inspections are listed in documents. The City may remove this item from the Lump Sum Bid shown in Item 1 above for a lump sum deduction of \$ _____

ITEM-2: Unscheduled On-call Maintenance and Repair Services consisting of on-site man hours for a technician in response to specific requests by the City
\$ _____ per hr. x 100 hrs. = \$ _____

ITEM-3: Unscheduled On-call Maintenance and Repair Services consisting of on-site man hours for a crew of two technicians or mechanics in response to specific requests by the City
\$ _____ per hr. x 50 hrs. = \$ _____

ITEM-4: Emergency Services consisting of on-site man hours for a technician in response to specific requests by the City
\$ _____ per hr. x 50 hrs. = \$ _____

ITEM-5:	Emergency Services consisting of <u>on-site</u> man hours for a crew of two technician and/or mechanics in response to specific requests by the City \$ _____ per hr. x 50 hrs. =	\$ _____
ITEM-6:	Unscheduled On-call Maintenance and Repair Services consisting of <u>on-site</u> man hours for a Pipe or Steam Fitter in response to specific requests by the City \$ _____ per hr. x 50 hrs. =	\$ _____
ITEM-7:	Unscheduled On-call Maintenance and Repair Services consisting of <u>on-site</u> man hours for a crew of two pipe or steam fitters in response to specific requests by the City \$ _____ per hr. x 75 hrs. =	\$ _____
ITEM-8:	Emergency Services consisting of <u>on-site</u> man hours for a Pipe or steam fitter in response to specific requests by the City \$ _____ per hr. x 50 hrs. =	\$ _____
ITEM-9:	Emergency Services consisting of <u>on-site</u> man hours for a crew of two pipe or steam fitters in response to specific requests by the City \$ _____ per hr. x 50 hrs. =	\$ _____
ITEM-10:	Working Foreman's Rate consisting of <u>on-site</u> man hours for a Single foreman when crew size exceeds four pipe or steam fitters in response to specific requests by the City \$ _____ per hr. x 20 hrs. =	\$ _____
ITEM 11:	Spare Parts Allowance	\$15,000
ITEM 12:	Capital Improvement Allowance	\$200,000
TOTAL OF ITEMS 1 through 12 inclusive		\$ _____

NOTE: The Basis of Award shall be made on Items 1 through 12 inclusive. However, Item No. 13 below must be completed with this proposal form and will be included in the Contract.

ITEM-13: Certified Welder: Choose 13A or 13B, but not both. Enter "\$-0-" for the item not used in Item No. 13:

ITEM -13A: Cost to provide the certified welder on your own staff
\$ _____/Hr x 100 hours = \$ _____

ITEM -13B*: Cost to provide a subcontracted certified welder, exclusive
of the 10% markup \$_____/Hr x 100 hours = \$_____

*It is noted that the cost presented in ITEM 13B is subject to the 10% markup allowable in the Contract for subcontracted services. For the basis of comparison, however, the cost presented in ITEM 13B should not have any markup included.

Work under this Contract shall be completed with 365 days from award of the Contract.

The BIDDER acknowledges receipt of Addendum and or Addenda No. _____, No. _____, No. _____, prior to submitting a proposal on this Contract.

The BIDDER also agrees that all work required under this Contract is covered by the prices stated hereinbefore and that no other payments will be allowed. The BIDDER further states that his official address for receiving communications is as shown at the beginning of this Proposal.

Submission of Bid must include proof of the Bidder's City of Wilmington Mechanical License from the City of Wilmington.

FIRM:

ADDRESS:

CITY OF WILMINGTON
MECHANICAL
LICENSE NO.

CITY OF WILMINGTON
BUSINESS LICENSE NO:
ATTEST:

FEDERAL I.D. NO.:

PER:

Name (typed or printed)

TITLE:

SIGNATURE:

TELEPHONE NO:

FAX NO:

EMAIL:

**Contractor/Subcontractor
Responsibility Certification**

Contractors:

The City of Wilmington Division of Procurement and Records must receive this executed form not later than at the time of bid submission. It may be submitted prior to bid submission for review.

Subcontractors:

Must submit this form to requesting contractor.

**CONTRACTOR/SUBCONTRACTOR RESPONSIBILITY CERTIFICATION
FOR DEPARTMENT OF PUBLIC WORKS CONTRACTS
VALUED AT MORE THAN \$100,000**

Name of Company: _____

Address: _____

Contract/Project Name: _____

Contract Number: _____

As a condition of performing "City work" (all building or construction work or projects of any kind or nature as provided in City Code Sec. 2-651) for the City of Wilmington, Delaware, contractors and subcontractors (hereinafter referred to as "Bidders") must meet certain responsible contractor requirements and qualifications specified in the Wilmington City Code, Chapter 2, Article VI, Division 6, Subdivision III (Sec. 2-561 et seq.). Pursuant thereto, the Company named above certifies the following:

***PLEASE INITIAL EACH ITEM TO INDICATE COMPLIANCE
(Xs and check marks are not acceptable)***

_____ 1. The Bidder and its employees have all valid, effective licenses, registrations, or certificates required by federal, state, county, or local law, including, but not limited to, licenses, registrations, or certificates required to:

- a. do business in the City of Wilmington and the State of Delaware; and
- b. perform the contract work, including, but not limited to, licenses, registrations or certificates for any type of construction or maintenance trade work or specialty work which the Bidder proposes to self-perform.

_____ 2. The Bidder meets all:

- a. bonding requirements as required by the applicable law or contract specifications; and
- b. insurance requirements per applicable law or contract specifications, including general liability insurance, workers' compensation insurance, and unemployment insurance.

_____ 3. The Bidder has a satisfactory record of integrity in accordance with Sec. 2-537(4) of the City Code, which further states as follows:

The following provisions, while not exclusive, shall be sufficient to justify a finding of nonresponsibility:

- a. failure to pay taxes and fees due and owing to the City;
- b. a conviction of the contractor or a principal officer thereof for commission of a criminal offense, as incident to obtaining or attempting to obtain a public contract or in the performance of such contract;
- c. a conviction, of the contractor or principal officer thereof, under state or federal statutes, for embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a city contractor.

_____ 4. The Bidder has a satisfactory record of timely performance of City contracts in accordance with Sec. 2-537(3) of the City Code, which further states as follows:

Contractors who are seriously deficient in current contract performance, when the number of contracts and the extent of deficiency of each are considered, shall, in the absence of evidence to the contrary or circumstances properly beyond the control of the contractor, be presumed to be unable to meet this requirement. Past unsatisfactory performance due to failure to apply necessary

tenacity, or perseverance to do an acceptable job, shall be sufficient to justify a finding of nonresponsibility.

_____ 5. The Bidder has a satisfactory record of performance of contractual provisions in accordance with Sec. 2-537(5) of the City Code, which further states as follows:

Violation of contract provisions of a character which justify a finding of nonresponsibility include:

- a. deliberate failure without good cause to perform in accordance with the specifications provided in the contract;
- b. a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts;
- c. in particular, failure to comply with prevailing wage and related federal, state, and city requirements;

provided, however, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for a finding of nonresponsibility.

_____ 6. The Bidder has a satisfactory record of good faith efforts to achieve disadvantaged business enterprise participation in accordance with Sec. 2-537(8) of the City Code.

_____ 7. The Bidder has not been debarred or suspended by any federal, state or local government agency or authority in the past three years.

_____ 8. The Bidder has not defaulted on any project in the past three years.

_____ 9. The Bidder has not had any type of business, contracting or trade license, registration, or other certification revoked or suspended in the past three years.

_____ 10. The Bidder and its owners have not been convicted of any crime relating to the contracting business in the past ten years.

_____ 11. The Bidder has not at any time been found in violation of any federal, state or local prevailing wage law.

_____ 12. The Bidder has not within the past three years been found in violation of any law applicable to its contracting business, including, but not limited to, licensing laws, tax laws, prompt payment laws, wage and hour laws, environmental laws or others, where the result of such violation was the payment

of a fine, back pay damages or any other type of penalty in the amount of \$1,000 or more.

_____ 13. The Bidder will pay all craft employees that it employs on the project the current wage rates and fringe benefits as required under applicable federal, state or local wage laws.

_____ 14. All craft labor that will be employed by the Bidder for the project have completed at least the OSHA 10 hour training course for safety established by the U. S. Department of Labor, Occupational Safety & Health Administration.

_____ 15. The Bidder will employ craft employees in all classifications and individual trades required to successfully perform the work related to the project.

_____ 16. The Bidder has participated in a Class A Apprenticeship Program for the past twelve months, at a minimum, for each separate trade or classification in which it employs craft employees and shall continue to participate in such program or programs for the duration of the project. The twelve month participation requirement may be waived during the first year of implementation of this Ordinance, provided that the firm is participating in a Class A Apprenticeship Program at the time it submits its bid and submits information showing that the construction craft workers it plans to use have adequate skills to successfully perform the project. Once the Ordinance has been in effect for twelve months, i.e., September 4, 2013, a waiver of this requirement will no longer be available.

- a. for purposes of this section, a Class A Apprenticeship Program is an apprenticeship program that is currently registered with and approved by the U.S. Department of Labor or a state apprenticeship agency and has graduated apprentices to journey person status for at least three of the past five years;
- b. to ensure compliance with this section, the Bidder shall provide, with this certification, a list of all trades or classifications of craft employees it will employ on the project and documentation verifying it participates in a Class A Apprenticeship Program for each trade or classification listed;
- c. in order to enhance the training of its workforce and to comply with this subsection, the firm must enroll a new person in a Class A Apprenticeship Program for each bid submitted to the City.

_____ 17. The Bidder shall make all reasonable best efforts to ensure that fifteen percent (15%) of the workforce hired for the project, especially with respect to new workers recruited and hired for the project, includes City of Wilmington residents. To ensure compliance with this section, the Bidder will also make residency information on its workforce available to the City upon request.

_____ 18. The Bidder has all other technical qualifications and resources, including equipment, personnel and financial resources, to perform the referenced contract, or will obtain same through the use of qualified, responsible contractors.

_____ 19. The Bidder acknowledges that within seven (7) calendar days following the date of receipt of Notice of Intent to Award Contract, it will provide a list of subcontractors it plans to utilize for services in the performance of the contract. The list must include a brief description of the subcontractor's scope of work. In addition, each subcontractor providing services equaling or exceeding \$100,000 must provide executed Subcontractor Responsibility Certifications containing information equivalent to that required for the Bidder in the Contractor Responsibility Certification. Note: Bidder must initial this item regardless of the value of the subcontract services.

_____ 20. If at any time during the past five (5) years the Bidder has controlled or has been controlled by another corporation, partnership or other business entity operating in the construction industry, it will disclose such facts by attaching a detailed statement to its Contractor Responsibility Certification explaining the nature of the relationship.

_____ 21. The Bidder acknowledges that it shall be required to provide appropriate documentation of the conditions specified in this Contractor/Subcontractor Responsibility Certification. The Bidder also understands that the City of Wilmington may request additional information or documents at any time as the City of Wilmington deems necessary to evaluate the responsibility of Bidder. Bidder agrees to provide such additional information or supporting documentation for this Certification.

_____ 22. If a Bidder fails to provide the Contractor Responsibility Certification required by this section, the Bidder shall be disqualified from bidding the contract. If a Bidder fails to provide other information or documentation required by the City of Wilmington, it may be disqualified from being awarded the contract.

_____ 23. The Bidder shall notify the City within seven days of any material changes to all matters attested to in this certification.

Under the penalty of perjury, the Bidder's authorized representative hereby certifies that all information included in the Contractor Responsibility Certification or otherwise submitted for purposes of determining the Bidder's status as a responsible contractor is true, complete and accurate and that he/she has knowledge and authority to verify the information in this certification or otherwise submitted on behalf of the Bidder by his or her signature below.

Authorized Signature

Date

Print Name

Title

Witness Signature

Date

PLEASE SUBMIT **SIGNED ORIGINAL** VERSION OF THIS FORM TO:

**CITY OF WILMINGTON
DEPARTMENT OF FINANCE, DIVISION OF PROCUREMENT
LOUIS REDDING CITY COUNTY BUILDING
800 N. FRENCH STREET, 5TH FLOOR
WILMINGTON, DE019801**

Questions regarding the this form can be sent to
procurement@wilmingtonde.gov or call 302.576.2423

SECTION PF

PROPOSAL FORM

DATE: 5/11/2020

Contract 21005 WD

TO: Manager, Division of Procurement and Records
City/County Building – Fifth Floor
800 French Street
Wilmington, DE 19801

FOR: Department of Public Works

Gentlemen:

Having carefully examined the Request for Proposal entitled “Boiler Inspection and Maintenance Services, Contract No. 21005 WD,” and having become familiarized with their requirements and having visited the sites of the work and noted all conditions affecting the work, the undersigned hereby proposes to furnish the services described in the Request for Proposal for the following prices:

- ITEM-1: Scheduled Inspection and Maintenance Services for a twelve month Period - Lump Sum = \$ 21,735.00
- ITEM 1-A: Included in the Lump Sum Price in Item 1 is the following cost for performing and reporting all specified testing of steam traps. Frequency of inspections are listed in documents. The City may remove this item from the Lump Sum Bid shown in Item 1 above for a lump sum deduction of \$ 9,315.00
- ITEM-2: Unscheduled On-call Maintenance and Repair Services consisting of on-site man hours for a technician in response to specific requests by the City
\$ 85.00 per hr. x 100 hrs. = \$ 8,500.00
- ITEM-3: Unscheduled On-call Maintenance and Repair Services consisting of on-site man hours for a crew of two technicians or mechanics in response to specific requests by the City
\$ 170.00 per hr. x 50 hrs. = \$8,500.00
- ITEM-4: Emergency Services consisting of on-site man hours for a technician in response to specific requests by the City
\$ 142.25 per hr. x 50 hrs. = \$ 7,112.50

ITEM-5:	Emergency Services consisting of <u>on-site</u> man hours for a crew of two technician and/or mechanics in response to specific requests by the City \$ <u>284.50</u> per hr. x 50 hrs. =	\$ <u>14,225.00</u>
ITEM-6:	Unscheduled On-call Maintenance and Repair Services consisting of <u>on-site</u> man hours for a Pipe or Steam Fitter in response to specific requests by the City \$ <u>85.00</u> per hr. x 50 hrs. =	\$ <u>4,250.00</u>
ITEM-7:	Unscheduled On-call Maintenance and Repair Services consisting of <u>on-site</u> man hours for a crew of two pipe or steam fitters in response to specific requests by the City \$ <u>170.00</u> per hr. x 75 hrs. =	\$ <u>12,750.00</u>
ITEM-8:	Emergency Services consisting of <u>on-site</u> man hours for a Pipe or steam fitter in response to specific requests by the City \$ <u>142.25</u> per hr. x 50 hrs. =	\$ <u>7,112.50</u>
ITEM-9:	Emergency Services consisting of <u>on-site</u> man hours for a crew of two pipe or steam fitters in response to specific requests by the City \$ <u>284.50</u> per hr. x 50 hrs. =	\$ <u>14,225.00</u>
ITEM-10:	Working Foreman's Rate consisting of <u>on-site</u> man hours for a Single foreman when crew size exceeds four pipe or steam fitters in response to specific requests by the City \$ <u>87.00</u> per hr. x 20 hrs. =	\$ <u>1,740.00</u>
ITEM 11:	Spare Parts Allowance	\$15,000
ITEM 12:	Capital Improvement Allowance	\$200,000
TOTAL OF ITEMS 1 through 12 inclusive		\$ <u>324,465.00</u>

NOTE: The Basis of Award shall be made on Items 1 through 12 inclusive. However, Item No. 13 below must be completed with this proposal form and will be included in the Contract.

ITEM-13: Certified Welder: Choose 13A or 13B, but not both. Enter "\$-0-" for the item not used in Item No. 13:

ITEM -13A:	Cost to provide the certified welder on <u>your own staff</u> \$ <u>87.00</u> /Hr x 100 hours =	\$ <u>8,700.00</u>
------------	--	--------------------

ITEM -13B*: Cost to provide a subcontracted certified welder, exclusive
of the 10% markup \$ _____/Hr x 100 hours = \$ 0

*It is noted that the cost presented in ITEM 13B is subject to the 10% markup allowable in the Contract for subcontracted services. For the basis of comparison, however, the cost presented in ITEM 13B should not have any markup included.

Work under this Contract shall be completed with 365 days from award of the Contract.

The BIDDER acknowledges receipt of Addendum and or Addenda No. 1, No. 2,
No. _____, prior to submitting a proposal on this Contract.

The BIDDER also agrees that all work required under this Contract is covered by the prices stated hereinbefore and that no other payments will be allowed. The BIDDER further states that his official address for receiving communications is as shown at the beginning of this Proposal.

Submission of Bid must include proof of the Bidder's City of Wilmington Mechanical License from the City of Wilmington.

FIRM: I.D. Griffith, Inc.
ADDRESS: 735 S. Market St.
CITY OF WILMINGTON
MECHANICAL
LICENSE NO. 56688
CITY OF WILMINGTON
BUSINESS LICENSE NO: 8896
ATTEST:
FEDERAL I.D. NO.: 510060238
PER: PATRICK J JENNINGS
Name (typed or printed)
TITLE: Service Manager
SIGNATURE: [Handwritten Signature]
TELEPHONE NO: 302-656-8253
FAX NO: 302-656-8268
EMAIL: pjennings@idgriffith.com

**Contractor/Subcontractor
Responsibility Certification**

Contractors:

The City of Wilmington Division of Procurement and Records must receive this executed form not later than at the time of bid submission. It may be submitted prior to bid submission for review.

Subcontractors:

Must submit this form to requesting contractor.

**CONTRACTOR/SUBCONTRACTOR RESPONSIBILITY CERTIFICATION
FOR DEPARTMENT OF PUBLIC WORKS CONTRACTS
VALUED AT MORE THAN \$100,000**

Name of Company: I.D. Griffith, Inc.

Address: 735 S. Market St. Wilmington, DE 19801

Contract/Project Name: _____

Contract Number: 21005WD

As a condition of performing "City work" (all building or construction work or projects of any kind or nature as provided in City Code Sec. 2-651) for the City of Wilmington, Delaware, contractors and subcontractors (hereinafter referred to as "Bidders") must meet certain responsible contractor requirements and qualifications specified in the Wilmington City Code, Chapter 2, Article VI, Division 6, Subdivision III (Sec. 2-561 et seq.). Pursuant thereto, the Company named above certifies the following:

**PLEASE INITIAL EACH ITEM TO INDICATE COMPLIANCE
(Xs and check marks are *not* acceptable)**

PJS 1. The Bidder and its employees have all valid, effective licenses, registrations, or certificates required by federal, state, county, or local law, including, but not limited to, licenses, registrations, or certificates required to:

- a. do business in the City of Wilmington and the State of Delaware; and
- b. perform the contract work, including, but not limited to, licenses, registrations or certificates for any type of construction or maintenance trade work or specialty work which the Bidder proposes to self-perform.

PJS 2. The Bidder meets all:

- a. bonding requirements as required by the applicable law or contract specifications; and
- b. insurance requirements per applicable law or contract specifications, including general liability insurance, workers' compensation insurance, and unemployment insurance.

PJS 3. The Bidder has a satisfactory record of integrity in accordance with Sec. 2-537(4) of the City Code, which further states as follows:

The following provisions, while not exclusive, shall be sufficient to justify a finding of nonresponsibility:

- a. failure to pay taxes and fees due and owing to the City;
- b. a conviction of the contractor or a principal officer thereof for commission of a criminal offense, as incident to obtaining or attempting to obtain a public contract or in the performance of such contract;
- c. a conviction, of the contractor or principal officer thereof, under state or federal statutes, for embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a city contractor.

PJS 4. The Bidder has a satisfactory record of timely performance of City contracts in accordance with Sec. 2-537(3) of the City Code, which further states as follows:

Contractors who are seriously deficient in current contract performance, when the number of contracts and the extent of deficiency of each are considered, shall, in the absence of evidence to the contrary or circumstances properly beyond the control of the contractor, be presumed to be unable to meet this requirement. Past unsatisfactory performance due to failure to apply necessary

tenacity, or perseverance to do an acceptable job, shall be sufficient to justify a finding of nonresponsibility.

- PTJ 5. The Bidder has a satisfactory record of performance of contractual provisions in accordance with Sec. 2-537(5) of the City Code, which further states as follows:

Violation of contract provisions of a character which justify a finding of nonresponsibility include:

- a. deliberate failure without good cause to perform in accordance with the specifications provided in the contract;
- b. a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts;
- c. in particular, failure to comply with prevailing wage and related federal, state, and city requirements;

provided, however, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for a finding of nonresponsibility.

- PTJ 6. The Bidder has a satisfactory record of good faith efforts to achieve disadvantaged business enterprise participation in accordance with Sec. 2-537(8) of the City Code.

- PTJ 7. The Bidder has not been debarred or suspended by any federal, state or local government agency or authority in the past three years.

- PTJ 8. The Bidder has not defaulted on any project in the past three years.

- PTJ 9. The Bidder has not had any type of business, contracting or trade license, registration, or other certification revoked or suspended in the past three years.

- PTJ 10. The Bidder and its owners have not been convicted of any crime relating to the contracting business in the past ten years.

- PTJ 11. The Bidder has not at any time been found in violation of any federal, state or local prevailing wage law.

- PTJ 12. The Bidder has not within the past three years been found in violation of any law applicable to its contracting business, including, but not limited to, licensing laws, tax laws, prompt payment laws, wage and hour laws, environmental laws or others, where the result of such violation was the payment

of a fine, back pay damages or any other type of penalty in the amount of \$1,000 or more.

PJS 13. The Bidder will pay all craft employees that it employs on the project the current wage rates and fringe benefits as required under applicable federal, state or local wage laws.

PJS 14. All craft labor that will be employed by the Bidder for the project have completed at least the OSHA 10 hour training course for safety established by the U. S. Department of Labor, Occupational Safety & Health Administration.

PJS 15. The Bidder will employ craft employees in all classifications and individual trades required to successfully perform the work related to the project.

PJS 16. The Bidder has participated in a Class A Apprenticeship Program for the past twelve months, at a minimum, for each separate trade or classification in which it employs craft employees and shall continue to participate in such program or programs for the duration of the project. The twelve month participation requirement may be waived during the first year of implementation of this Ordinance, provided that the firm is participating in a Class A Apprenticeship Program at the time it submits its bid and submits information showing that the construction craft workers it plans to use have adequate skills to successfully perform the project. Once the Ordinance has been in effect for twelve months, i.e., September 4, 2013, a waiver of this requirement will no longer be available.

- a. for purposes of this section, a Class A Apprenticeship Program is an apprenticeship program that is currently registered with and approved by the U.S. Department of Labor or a state apprenticeship agency and has graduated apprentices to journey person status for at least three of the past five years;
- b. to ensure compliance with this section, the Bidder shall provide, with this certification, a list of all trades or classifications of craft employees it will employ on the project and documentation verifying it participates in a Class A Apprenticeship Program for each trade or classification listed;
- c. in order to enhance the training of its workforce and to comply with this subsection, the firm must enroll a new person in a Class A Apprenticeship Program for each bid submitted to the City.

PJS 17. The Bidder shall make all reasonable best efforts to ensure that fifteen percent (15%) of the workforce hired for the project, especially with respect to new workers recruited and hired for the project, includes City of Wilmington residents. To ensure compliance with this section, the Bidder will also make residency information on its workforce available to the City upon request.

PTJ 18. The Bidder has all other technical qualifications and resources, including equipment, personnel and financial resources, to perform the referenced contract, or will obtain same through the use of qualified, responsible contractors.

PTJ 19. The Bidder acknowledges that within seven (7) calendar days following the date of receipt of Notice of Intent to Award Contract, it will provide a list of subcontractors it plans to utilize for services in the performance of the contract. The list must include a brief description of the subcontractor's scope of work. In addition, each subcontractor providing services equaling or exceeding \$100,000 must provide executed Subcontractor Responsibility Certifications containing information equivalent to that required for the Bidder in the Contractor Responsibility Certification. Note: Bidder must initial this item regardless of the value of the subcontract services.

PTJ 20. If at any time during the past five (5) years the Bidder has controlled or has been controlled by another corporation, partnership or other business entity operating in the construction industry, it will disclose such facts by attaching a detailed statement to its Contractor Responsibility Certification explaining the nature of the relationship.

PTJ 21. The Bidder acknowledges that it shall be required to provide appropriate documentation of the conditions specified in this Contractor/Subcontractor Responsibility Certification. The Bidder also understands that the City of Wilmington may request additional information or documents at any time as the City of Wilmington deems necessary to evaluate the responsibility of Bidder. Bidder agrees to provide such additional information or supporting documentation for this Certification.

PTJ 22. If a Bidder fails to provide the Contractor Responsibility Certification required by this section, the Bidder shall be disqualified from bidding the contract. If a Bidder fails to provide other information or documentation required by the City of Wilmington, it may be disqualified from being awarded the contract.

PTJ 23. The Bidder shall notify the City within seven days of any material changes to all matters attested to in this certification.

Under the penalty of perjury, the Bidder's authorized representative hereby certifies that all information included in the Contractor Responsibility Certification or otherwise submitted for purposes of determining the Bidder's status as a responsible contractor is true, complete and accurate and that he/she has knowledge and authority to verify the information in this certification or otherwise submitted on behalf of the Bidder by his or her signature below.


Authorized Signature

5-12-2020
Date

Patrick T Jean mcs
Print Name

SERVICE MANAGER
Title


Witness Signature

5/12/2020
Date

PLEASE SUBMIT **SIGNED ORIGINAL** VERSION OF THIS FORM TO:

CITY OF WILMINGTON
DEPARTMENT OF FINANCE, DIVISION OF PROCUREMENT
LOUIS REDDING CITY COUNTY BUILDING
800 N. FRENCH STREET, 5TH FLOOR
WILMINGTON, DE019801

Questions regarding the this form can be sent to
procurement@wilmingtonde.gov or call 302.576.2423

To Be Submitted with Bid

CONTRACT: 21005WD

FORM DBE-1
(Rev. 10/09)

Failure to submit this completed form will be cause for rejection of your proposal

Bidder acknowledges that he has read the D.B.E. goal provisions of the City for this fiscal year and that bidder will expend the dollar amount of the contract for D.B.E. subcontractors through the use of the following disadvantaged business enterprises, subject to the certification by the City, as subcontractors and that Bidder has made good faith efforts* as evidenced by its listing of disadvantaged businesses that were contacted as detailed herein and on the following pages. (Must be completely filled out.)

**CITY OF WILMINGTON
DISADVANTAGED BUSINESS ENTERPRISE ("D.B.E.")
SUBCONTRACTOR LISTING**

D.B.E. Firm Name IRS Numbers	Mailing Address & Contact Number	Type of Service	Dollar Amount of Contract
Bristol Industrial Corporation	1010 River Rd, New Castle, DE 19720 302-322-1100	Material supply/ Electrical	**Contact did not get a quote back in time
JHP Industrial Supply Co., Inc	321 W Taylor St, Syracuse, NY 13202 315-422-0050	Industrial Equipment/ Product sales	** Contact did not respond to emails or return last message
Minority Contractors, inc.	2345 Bethel Ave, Pennsauken, NJ 08109 856-296-1647	Whole sale supplier	**Contact did not return phone calls
Total Dollar Amount to be Expended for Disadvantaged Business Enterprises	\$0		
Total Amount of Contract	\$324,465.00		
Percentage of Contract used for D.B.E.	0%		




Name of Authorized Official of Bidder
Title

I.D. Griffith, Inc.

Company

*Good faith efforts shall be evidenced by listing each and every disadvantaged business enterprise (DBEs) contacted, showing the name and address of each, the names of contact persons, telephone numbers, sources used to identify DBEs, methods used to make contact, dates firms were contacted, responses, dates responses were received, type of subcontract, reasons for rejection, and estimated value of subcontract.

To Be Submitted with Bid

CONTRACT: 21005WD

FORM DBE-2
(Rev. 10/09)

Failure to submit this completed form will be cause for rejection of your proposal

DBE Firm Name/Address	Contact Person(s) Email or Phone Number	Dates Contacted Initially and in Follow Up, Methods Used	Type of Subcontractor plus Estimated Value	Reason for Rejection (If Firm Not Used) (If Bid "To High" Also Indicate Value)
1. Bristol Industrial Corporation 1010 River Rd, New Castle, DE 19720	Felicia Enuha 302-322-1100 fenuha@bristol-indcorp.com	5/6 2:28 pm Called 5/8 10:15am called 5/8 10:20am emailed 5/11 10:39am emailed	\$	**Felicia Enuha did state via email that they do not supply material needed. She did state that they could sub it out. Requested a cost but did not get a response.
2. JHP Industrial Supply Co., Inc 321 W Taylor St, Syracuse, NY 13202	Emanuel Henderson 315-422-0050 emo0405@aol.com	5/6 3:44pm called 5/7 11:00am called 5/7 11:03am emailed 5/8 10:15am emailed	\$	** Contact did not respond to emails or return last message
3. Minority Contractors, Inc. 2345 Bethel Ave, Pennsauken, NJ 08109	Chris Gillis 856-296-1647	5/6 2:26pm called 5/8 10:21am called *Left voicemails. Did not receive a call back.	\$	**Contact did not return phone calls

Were advertisements placed in general circulation media, trade association publications, and DBE media interested in DBE participation? If so, state details of the advertisement. If not, state why not.

No due to time restraints

What efforts were made to use the services of organizations that provide assistance in recruitment and placement of DBEs?

Phone calls and emails were made to vendors on the DBE list.

We are also a self performing company.

The following are examples of actions that may not be used as justification by the contractor or bidder for failure to meet DBE participation goals:

1. Failure to contract with a DBE solely because the DBE was unable to provide performance and/or payment bonds.
2. Equipment idled by contract with DBE.
3. Rejection of a DBE because of its union or non-union status.

If more DBE firms have been contacted, please list with supplemental form(s) on additional pages.

To Be Submitted with Bid if DBE is not listed in City DBE Directory

CONTRACT: 21005WD

FORM DBE-3
(Rev. 10/09)

Failure to submit this completed form will be cause for rejection of your proposal

**CITY OF WILMINGTON
DISADVANTAGED BUSINESS REGISTRATION VERIFICATION FORM**

1.	NAME: ** N/A - we did not contact a DBE vendor that was not on the City's DBE directory.**		
2.	ADDRESS:		
3.	PHONE:	PRODUCT OR SERVICE LINE:	
4.	TYPE OF FIRM: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Individual <input type="checkbox"/> Other _____		
5.	EMAIL:		
6.	DATE OF ORIGATION OF FIRM:	EMAIL:	
7.	BUSINESS LICENSES HELD:	City:	State: Other:
8.	DISADVANTAGED OWNERSHIP OF FIRM:		
	NAME	OWNERSHIP % OF FIRM	DISADVANTAGED BUSINESS
a.			
b.			
c.			
d.			
e.			
f.			
9.	NON-DISADVANTAGED OWNERSHIP OF FIRM:		
	NAME	OWNERSHIP % OF FIRM	
a.			
b.			
c.			
d.			
e.			
f.			
8.	I hereby certify that the information above is true and complete to the best of my knowledge and belief, and that I have been duly authorized to make this certification on behalf of the firm.		

HARVEY T Jenkins
NAME (printed)
5-12-20
DATE

[Signature]
SIGNATURE
Service Manager
TITLE

FOR OFFICE USE ONLY

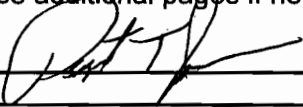
DATE RECEIVED: _____
DATE APPROVED: _____
INFORMATION VERIFIED: _____

Failure to submit this completed form will be cause for rejection of your proposal

**CITY OF WILMINGTON
SUBCONTRACTOR LISTING
(Do not include DBE Firms to be utilized)**

Subcontractor Name IRS Numbers	Mailing Address Contact Number or Email	Type of Service	Dollar Amount of Contract
No subcontractor needed			
Total Dollar Amount to Non-Disadvantaged Business Enterprises	\$0		
Total Amount of Contract	\$324,465.00		

Bidder acknowledges that he has identified all sub contractors that will be utilized as well as listing the amount of money that will be paid to each of the subcontractors as part of the contract (use additional pages if necessary).



Name of Authorized Official of Bidder

I.D. Griffith, Inc.

Company

Service Manager

Title

5-12-20

Date

CITY OF WILMINGTON - TRADE LICENSE

SEQUENCE NO.
L910295

LICENSE NO.
56688

CODE
L007 - MECHANICAL

FEE PAID
\$75.00

2020

EXPIRES: 12/31/2020

ISSUED BY

Jeffrey J. Starkey

DURYNSKI, EDWARD D T/A ID GRIFFITH, INC.
MECH 446
130 LANDIS WAY NORTH
WILMINGTON, DE 19803

COMMISSIONER
DEPARTMENT OF LICENSES & INSPECTIONS

THIS LICENSE MUST BE DISPLAYED IN A PROMINENT PLACE

LICENSE NO. **HM-0000294**

STATE OF DELAWARE

NOT TRANSFERABLE

DIVISION OF PROFESSIONAL REGULATION

861 Silver Lake Blvd.
Cannon Building, Suite 203
Dover, DE 19904-2467

PROFESSION: **Master HVACR**

EXPIRATION DATE: **10/31/2020**

ISSUED TO: **Jay F. Atkinson**

MAILING ADDRESS

**Jay F. Atkinson
105 Fox Brook Dr.
Landenberg PA 19350**



PROFESSIONAL LICENSE

611970

THIS CERTIFIES THAT THE PERSON NAMED IS HEREBY LICENSED TO CONDUCT OR ENGAGE IN THE PROFESSION INDICATED ABOVE. THIS DOCUMENT IS DULY ISSUED UNDER THE LAWS OF THE STATE OF DELAWARE.

LICENSEE SIGNATURE



Department of State
Division of Professional Regulation

Our mission is to credential qualified professionals to ensure the protection of the public's health, safety, and welfare.

Online Services

The Division of Professional Regulation is proud of our professional and responsive customer service. Visit our web site at www.dpr.delaware.gov for essential reference information and 24/7 access to online license services.

To sign up for online license services, you will need this Registration Code.

Your Registration Code Is: **5L572472**

To receive renewal notices and other critical information, be sure to keep your professional license contact information up-to-date. Go to www.dpr.delaware.gov and click *Online Services for Licensees*.

Can't find what you need online? Send an email to customerservice.dpr@state.de.us and let us know what you need.

**STATE OF DELAWARE
DIVISION OF PROFESSIONAL REGULATION
PROFESSIONAL LICENSE**

PROFESSION: **Master HVACR**
LICENSE NO. **HM-0000294**
EXPIRATION DATE: **10/31/2020**
ISSUED TO: **Jay F. Atkinson**



**THIS IS YOUR LICENSE CARD.
CUT THIS PORTION TO
FIT IN YOUR WALLET.**



SEE SIGNATURE

NOT TRANSFERABLE

THIS CERTIFIES THAT THE PERSON NAMED IS HEREBY LICENSED TO CONDUCT OR ENGAGE IN THE PROFESSION INDICATED ABOVE. THIS DOCUMENT IS DULY ISSUED UNDER THE LAWS OF THE STATE OF DELAWARE.

LICENSE NO. **HM-0000294**

STATE OF DELAWARE
DIVISION OF PROFESSIONAL REGULATION
861 Silver Lake Blvd.
Cannon Building, Suite 203
Dover, DE 19904-2467

NOT TRANSFERABLE

PROFESSION: **Master HVACR**

EXPIRATION DATE: **10/31/2020**

ISSUED TO: **Jay F. Atkinson**

MAILING ADDRESS

**Jay F. Atkinson
105 Fox Brook Dr.
Landenberg PA 19350**



PROFESSIONAL LICENSE

611970

THIS CERTIFIES THAT THE PERSON NAMED IS HEREBY LICENSED TO CONDUCT OR ENGAGE IN THE PROFESSION INDICATED ABOVE. THIS DOCUMENT IS DULY ISSUED UNDER THE LAWS OF THE STATE OF DELAWARE.

LICENSEE SIGNATURE



Department of State
Division of Professional Regulation

Our mission is to credential qualified professionals to ensure the protection of the public's health, safety, and welfare.

Online Services

The Division of Professional Regulation is proud of our professional and responsive customer service. Visit our web site at www.dpr.delaware.gov for essential reference information and 24/7 access to online license services.

To sign up for online license services, you will need this Registration Code.

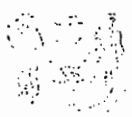
Your Registration Code is: **51572472**

To receive renewal notices and other critical information, be sure to keep your professional license contact information up-to-date. Go to www.dpr.delaware.gov and click *Online Services for Licensees*.

Can't find what you need online? Send an email to customerservice.dpr@state.de.us and let us know what you need.

STATE OF DELAWARE
DIVISION OF PROFESSIONAL REGULATION
PROFESSIONAL LICENSE

PROFESSION: **Master HVACR**
LICENSE NO. **HM-0000294**
EXPIRATION DATE: **10/31/2020**
ISSUED TO: **Jay F. Atkinson**



THIS IS YOUR LICENSE CARD.
← **CUT THIS PORTION TO FIT IN YOUR WALLET.**

SEE SIGNATURE

NOT TRANSFERABLE

IT CERTIFIES THAT THE PERSON NAMED IS HEREBY LICENSED TO CONDUCT OR ENGAGE IN THE PROFESSION INDICATED ABOVE. THIS DOCUMENT IS DULY ISSUED UNDER THE LAWS OF THE STATE OF DELAWARE.

January 8, 2020

I D GRIFFITH INC
735 S MARKET ST
WILMINGTON, DE 19801-5238

New Castle County
Department of Land Use - Licensing Division
87 Reads Way
New Castle, DE 19720

This certifies that the company named is licensed as a contractor under the laws of New Castle County.



Issued To: I D GRIFFITH INC

License Expires December 31, 2020

License No. JATKIN

CONTRACTOR LICENSE WITH PERMIT ENDORSEMENT

This license holder has obtained a permit contractor endorsement in the category of Utility Contractor to perform work where a permit may be required.

New Castle County

Department of Land Use - Licensing Division

CONTRACTOR LICENSE WITH PERMIT ENDORSEMENT

License No. JATKIN

Expiration Date: December 31, 2020

Issued To: I D GRIFFITH INC



This license holder has obtained a permit contractor endorsement in the category of Utility Contractor to perform work where a permit may be required.

**THIS IS YOUR LICENSE CARD.
CUT THIS PORTION TO FIT IN
YOUR WALLET.**

PLEASE NOTE: With the adoption of the 2018 International Codes, additional amendments were made to Chapter Six of the New Castle County Code. Specifically, Section 6.03.001(A)(7) now requires all licensed contractors to indicate the license type and number on their service vehicles in lettering at least three inches tall. For more information, a copy of Chapter Six can be obtained from the Department of Land Use and also accessed at www.nccdelu.org.

LICENSE NO. **PL-0002149**

STATE OF DELAWARE
DIVISION OF PROFESSIONAL REGULATION
861 Silver Lake Blvd.
Cannon Building, Suite 203
Dover, DE 19904-2467

NOT TRANSFERABLE

PROFESSION: **Master Plumber**

EXPIRATION DATE: **10/31/2020**

ISSUED TO: **Jay F. Atkinson**

MAILING ADDRESS

**Jay F. Atkinson
105 Fox Brook Dr.
Landenberg PA 19350**



PROFESSIONAL LICENSE

[Handwritten Signature]

611908

THIS CERTIFIES THAT THE PERSON NAMED IS HEREBY LICENSED TO CONDUCT OR ENGAGE IN THE PROFESSION INDICATED ABOVE. THIS DOCUMENT IS DULY ISSUED UNDER THE LAWS OF THE STATE OF DELAWARE.

LICENSEE SIGNATURE



Department of State
Division of Professional Regulation

Our mission is to credential qualified professionals to ensure the protection of the public's health, safety, and welfare.

Online Services

The Division of Professional Regulation is proud of our professional and responsive customer service. Visit our web site at www.dpr.delaware.gov for essential reference information and 24/7 access to online license services.

To sign up for online license services, you will need this Registration Code.

Your Registration Code is: **5L572472**

To receive renewal notices and other critical information, be sure to keep your professional license contact information up-to-date. Go to www.dpr.delaware.gov and click *Online Services for Licensees*.

Can't find what you need online? Send an email to customerservice.dpr@state.de.us and let us know what you need.

STATE OF DELAWARE
DIVISION OF PROFESSIONAL REGULATION
PROFESSIONAL LICENSE

PROFESSION: **Master Plumber**
LICENSE NO. **PL-0002149**
EXPIRATION DATE: **10/31/2020**
ISSUED TO: **Jay F. Atkinson**



THIS IS YOUR LICENSE CARD.
← **CUT THIS PORTION TO FIT IN YOUR WALLET.**

LICENSEE SIGNATURE

NOT TRANSFERABLE

THIS CERTIFIES THAT THE PERSON NAMED IS HEREBY LICENSED TO CONDUCT OR ENGAGE IN THE PROFESSION INDICATED ABOVE. THIS DOCUMENT IS DULY ISSUED UNDER THE LAWS OF THE STATE OF DELAWARE.



DEPARTMENT OF PUBLIC WORKS
WATER DIVISION

MEMORANDUM

TO: Phil Ceresini
Purchasing Agent
Division of Procurement and Records

FROM: Samuel A. Baise Jr.
Contracts & Maintenance Supervisor
Public Works Department

DATE: June 5, 2020

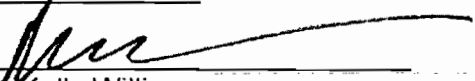
Re: Contract 21005WD – Boiler Inspection and Maintenance Services
Recommendation of Award

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

<u>Bidder</u>	<u>Grand Total</u>
I.D. Griffith, Inc.	\$ 324,465.00
Bradley-Sciocchetti, Inc.	\$ 330,010.00
Diamond Mechanical, Inc.	\$ 335,115.00
Summit Mechanical, Inc.	\$ 340,600.00

Our recommendation is to award this contract to the apparent low bidder, I.D. Griffith, Inc. for the amount shown above. We have reviewed their response to the RFP for Contract 21005WD, and they appear to meet the specification.

APPROVED:



For Kelly Williams
COMMISSIONER OF PUBLIC WORKS

cc: Vince Carroccia, Deputy Commissioner
Chris Oh, Water Services Director
Joe Dellose, Contracts & Maintenance Supervisor
Manuel Parada, Parada Construction Services, LLC

CERTIFICATE OF AWARD OF CONTRACT

I hereby certify that Contract No. 21005WD is on this 5th of June 2020 awarded to I.D. Griffith, Inc in the amount of \$324,465.00 as per Proposal dated 5/11/20 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 3/24/20.
2. The advertisement calling for sealed bids on this contract was published in the News Journal on 3/24/20 & 3/31/20 stated that bids would be opened at 3:00 p.m. on 4/21/20*
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 5/12/20. Other persons present at the opening of the bids were: Phil Ceresini & Tamara Thompson
4. Bids were submitted by the following contractors in the following amounts:

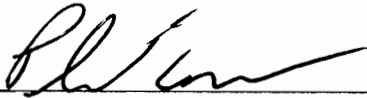
Contractor	Address	Date of Bid	Amount
I.D. Griffith, Inc	Wilmington DE	5/12/20	\$324,465.00
Bradley-Sciocchetti, Inc	Merchantville, NJ	5/12/20	\$330,010.00
Diamond Mechanical, Inc	Dover, DE	5/12/20	\$335,115.00
Summit Mechanical, Inc	Bear, DE	5/12/20	\$340,600.00

*Date changed 5/12/20 per Addendum 2

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	6/5/20



Department of Finance, Division of Procurement

I.D. Griffith, Inc.

Certified Copy of Resolutions

I, the undersigned, Secretary of I.D. Griffith, 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 30th day of June 2020.

Resolved, that the President, Vice President, Director of Operations, Treasurer and Secretary of this Corporation be and he hereby is authorized to execute and deliver on behalf of this Corporation a contract and other contract of Finance, 21005WD Boiler and Inspections and Maintenance Services for the contract price of \$324,465.00; and

Further resolved that the Secretary of this Corporation be and she 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	<u>David Zarrilli</u>
Vice President	<u></u>
Treasurer	<u>Richard Murphy</u>
Secretary	<u>Christine Lencki</u>
Assistant Secretary	<u></u>

In witness whereof, I have hereunto set my hand and the seal of the Corporation this 1st day of July 2020

CKZ

Secretary Signature

Delaware

Page 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THAT "I. D. GRIFFITH, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE NOT HAVING BEEN CANCELLED OR DISSOLVED SO FAR AS THE RECORDS OF THIS OFFICE SHOW AND IS DULY AUTHORIZED TO TRANSACT BUSINESS.

THE FOLLOWING DOCUMENTS HAVE BEEN FILED:

CERTIFICATE OF INCORPORATION, FILED THE SECOND DAY OF JULY, A.D. 1947, AT 9 O`CLOCK A.M.

CERTIFICATE OF CHANGE OF REGISTERED AGENT, FILED THE TENTH DAY OF JANUARY, A.D. 1956, AT 9 O`CLOCK A.M.

CERTIFICATE OF AMENDMENT, FILED THE FOURTH DAY OF DECEMBER, A.D. 1969, AT 9 O`CLOCK A.M.

CERTIFICATE OF AMENDMENT, FILED THE SIXTH DAY OF FEBRUARY, A.D. 1973, AT 9 O`CLOCK A.M.

CERTIFICATE OF REVIVAL, FILED THE TWENTIETH DAY OF DECEMBER, A.D. 1983, AT 9 O`CLOCK A.M.

CERTIFICATE OF MERGER, FILED THE TWENTY-SIXTH DAY OF NOVEMBER, A.D. 1986, AT 9 O`CLOCK A.M.




Jeffrey W. Bullock, Secretary of State

414715 8310

SR# 20206303405

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

Authentication: 203310292

Date: 07-20-20

Delaware

The First State

Page 2

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE FIRST DAY OF DECEMBER, A.D. 1986.

CERTIFICATE OF AMENDMENT, FILED THE FIFTH DAY OF OCTOBER, A.D. 2018, AT 3:09 O`CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID CORPORATION, "I. D. GRIFFITH, INC.".

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

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



414715 8310

SR# 20206303405

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

A handwritten signature in black ink, appearing to read "JBullock", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed.

Authentication: 203310292

Date: 07-20-20



IDGRI-1

QP ID: AH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/23/2020

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 L & W Insurance Agency P.O. Box 918 Dover, DE 19903 David Sciortino INSURED ID Griffith, Inc. 735 S Market St Wilmington, DE 19801	CONTACT NAME: David Sciortino PHONE (A/C, No, Ext): 302-674-3500 FAX (A/C, No): 302-674-2909 E-MAIL ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Cincinnati Insurance Companies</td> <td>10677</td> </tr> <tr> <td>INSURER B: Berkley Assurance Co</td> <td>39462</td> </tr> <tr> <td>INSURER C: Travelers</td> <td>25658</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Cincinnati Insurance Companies	10677	INSURER B: Berkley Assurance Co	39462	INSURER C: Travelers	25658	INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Cincinnati Insurance Companies	10677														
INSURER B: Berkley Assurance Co	39462														
INSURER C: Travelers	25658														
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 <input checked="" type="checkbox"/> Pollution Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			EPP0471906 FEIECC18285-04	01/01/2020 01/01/2021	01/01/2021 01/01/2021	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 Pollution \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			EBA0471906	01/01/2020	01/01/2021	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 DED <input checked="" type="checkbox"/> RETENTIONS 10000			EPP0471906	01/01/2020	01/01/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	<input checked="" type="checkbox"/> 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 / A	EWC0454057	01/01/2020	01/01/2021	<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
A	Equipment Floater			EPP0471906	01/01/2020	01/01/2021	Leased Eq 475,000
C	Fidelity/Crime			106345324	01/01/2020	01/01/2021	Fidelity 1,000,000

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

RE: 21005WD Boiler Inspection & Maintenance Services

City of Wilmington is an additional insured as their interests may appear with respect to commercial general liability.

CERTIFICATE HOLDER**CANCELLATION**

CITYO-3 City of Wilmington 800 French St 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
---	---

ACORD 25 (2016/03)

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

----- CONTRACT-----

THIS AGREEMENT made the 30th day of June in the year **Two Thousand Twenty** 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 **I.D. Griffith, 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 **21005WD "BOILER INSPECTION & MAINTENANCE SERVICES"** for the **Department of Public Works** in accordance with Advertisement for Bids by the Department of Finance, Division of Procurement and Records date **3/24/20 & 3/31/20** and specifications identified as Contract No. **21005WD** 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 **Three Hundred Twenty-Four Thousand, Four Hundred Sixty-Five---Dollars and 00/100 (\$324,465.00)** as per Proposal dated **5/11/20** to the Department of Finance, Division of Procurement and Records.

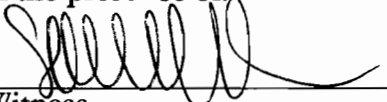
Article 3. In the performance of this Contract, the parties agree that they shall not discriminate or harass, or permit discrimination or harassment, against any person because of age sex, marital status, race, religion, color, national origin or sexual orientation.

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.

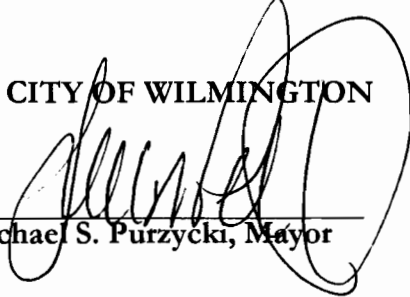
Dated the day and year first above written in the City of Wilmington, County of New Castle, State of Delaware.

Signed, Sealed and delivered
in the presence of:



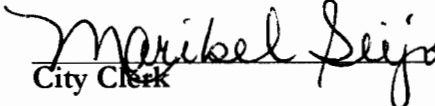
Witness

THE CITY OF WILMINGTON

By: 

Michael S. Purzycki, Mayor

ATTEST:




City Clerk

I.D. Griffith, Inc

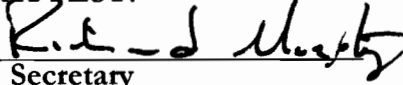


Witness

By: 

President (Seal)
Director of operations

ATTEST:



Secretary

**AN ORDINANCE TO AUTHORIZE AND APPROVE A ONE-YEAR
EXTENSION OF CONTRACT 21007WDPS BETWEEN THE CITY OF
WILMINGTON AND MERIT CONSTRUCTION ENGINEERS, INC. FOR
BUILDING, RACEWAY AND FACILITIES MANAGEMENT**

#0025

Sponsor:

**Council
Member
Oliver**

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 a request for proposals for Contract 21007WDPS “Building, Raceway & Facilities Management” (the “Contract”), and subsequently awarded the Contract, a copy of which is available for review in the Department of Finance, Procurement Division, to Merit Construction Engineers, Inc., the highest ranked proposal; and

WHEREAS, the primary purpose of the Contract is to provide professional building, raceway and facilities management services for various City sites; and

WHEREAS, the term of the Contract is for the period from July 1, 2020 through June 30, 2021, at an estimated price of One Million, Eight-Five Thousand Dollars (\$1,085,000.00); and

WHEREAS, the City would like to enter into an amendment to the Contract to provide for a one-year extension of the Contract on the same terms and conditions (the “Amendment”), a copy of which, in substantial form, is attached hereto and incorporated by reference herein as Exhibit “A”; and

WHEREAS, it is the recommendation of the Department of Public Works that Council authorize the City to extend the Contract for one (1) additional year.

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

SECTION 1. The Amendment to Contract 21007WDPS “Building, Raceway & Facilities Management” between the City of Wilmington and Merit Construction Engineers, Inc., a copy of which Amendment, in substantial form, is attached hereto as Exhibit “A”, at an estimated price of One Million, Eight-Five Thousand Dollars (\$1,085,000.00), is hereby approved, and the Mayor, or his designee, is hereby authorized to execute as many copies of the Amendment, as well as to take 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..... February 18, 2021
Second Reading..... February 18, 2021
Third Reading.....

Passed by City Council,

President of City Council

ATTEST: _____
City Clerk

Approved this ____ day of _____, 2021.

Mayor

SYNOPSIS: This Ordinance authorizes the City to extend Contract 21007WDPS “Building, Raceway & Facilities Management” between the City of Wilmington and Merit Construction Engineers, Inc. for one (1) year.

FISCAL IMPACT STATEMENT: The fiscal impact of this Ordinance is a one-year contract extension at an estimated price of One Million, Eight-Five Thousand Dollars (\$1,085,000.00).

W0113321

EXHIBIT A

**AMENDMENT NO. 1 TO CONTRACT 21007WDPS
(BUILDING, RACEWAY & FACILITIES MANAGEMENT)
BETWEEN THE CITY OF WILMINGTON AND MERIT CONSTRUCTION ENGINEERS, INC.**

This amendment (this "Amendment") is entered into this ____ day of _____ 2021 by and between the City of Wilmington, a municipal corporation of the State of Delaware (the "City"), and Merit Construction Engineers, Inc. (the "Contractor").

WHEREAS, the City and the Contractor wish to amend Contract 21007WDPS (Building, Raceway & Facilities Management) (the "Contract") between the parties dated June 22, 2020 to extend the expiration date of the Contract for one (1) year to allow the Contractor to continue to provide professional building, raceway and facilities management services to the City in accordance with the terms of this Amendment and the Contract.

NOW, THEREFORE, WITNESSETH the City and the Contractor hereby agree as follows:

1. The Contractor shall continue to provide the services specified in the Contract to the City in accordance with all of the Contract's terms, conditions, and specifications through the term of this Amendment.
2. The term of this Amendment shall be from July 1, 2021 through June 30, 2022.
3. It is understood and agreed that the Contractor will not charge the City any price increase with respect to the services provided to the City pursuant to this Amendment.
4. The total amount paid by the City to the Contractor pursuant to this Amendment shall not exceed One Million, Eighty-Five Thousand Dollars (\$1,085,000.00).
5. All other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties, through their duly authorized representatives, have executed this Amendment to the Contract on the date first written above.

THE CITY OF WILMINGTON

WITNESS: _____

By:
Title:

MERIT CONSTRUCTION ENGINEERS, INC.

WITNESS: _____

By:
Title:

AN ORDINANCE TO ENACT CERTAIN TRAFFIC/PARKING REGULATIONS

#0026

Sponsors:

**Council
Members
Oliver
Johnson
Harlee
McCoy
Darby
Gray
Walsh**

WHEREAS, pursuant to the City Charter and Chapter 37 of the City Code, the Department of Public Works has proposed and the City Council deems it necessary and proper to enact the traffic and parking regulations set forth herein.

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

SECTION 1. That “**ALL WAY STOP**” signs be installed at the following locations:

- a. West 10th Street & North Washington Street
- b. West 25th Street & North Market Street
- c. West 9th Street & North Bancroft Parkway
- d. South Clayton Street & Linden Street
- e. West 29th Street & North Market Street
- f. Delmarva Lane & Shipyard Drive

SECTION 2. That the street direction at West 24th Street between North Madison Street and North Monroe Street be changed from One-Way Northbound to One-Way Southbound.

SECTION 3. That the street direction at Curlett Street between North Church Street and North Spruce Street be changed from Two-Way to One-Way Westbound.

SECTION 4. That “**NO PARKING LOADING ZONE 8:00 AM TO 6:00 PM, EXCEPT SUNDAYS**” signs be installed at the following locations:

- a. on the westside of North King Street beginning 154 feet from the northerly building line of West 2nd Street and extending north 40 feet.

- b. on the eastside of North Market Street beginning 25 feet from the northerly building line of West 2nd Street and extending north 20 feet.

SECTION 5. That “**NO PARKING ANYTIME BETWEEN SIGNS**” signs be installed on the eastside of North Walnut Street between Front Street and East 2nd Street.

SECTION 6. That “**NO PARKING BETWEEN SIGNS - BUS STOP**” signs be installed at the following locations:

- a. on the southside of West 4th Street beginning 20 feet from the easterly building line of North Poplar Street and extending east 60 feet.
- b. On the westside of North Washington Street beginning at the southerly building line of West 23rd Street and extending south 65 feet.

SECTION 7. That “**2 HOUR PARKING 8:00 AM TO 6:00 PM, EXCEPT SATURDAYS AND SUNDAYS**” signs be installed at the following locations:

- a. North Broom Street between West 24th Street & West 25th Street
- b. Bird Street between Maryland Avenue & Nancy Court
- c. Wright Street between Stroud Street & Cedar Street
- d. North Grant Avenue between West 11th Street & Pennsylvania Avenue

SECTION 8. That “**URBAN SCHOOL STAFF PARKING 8AM TO 5PM, EXCEPT SATURDAYS AND SUNDAY**” signs be installed at the following locations:

- a. Eastside of North Lombard Street between East 7th Street and East 8th Street.
- b. Southside of East 8th Street between North Pine Street and North Lombard Street.

SECTION 9. That the portions of legislation that designate the following be hereby **RESCINDED** to allow for the **REMOVAL** of signs as stated herein:

- a. **“NO PARKING LOADING ZONE”** signs on the westside of North Market Street beginning 157 feet from the northerly building line of West 8th Street and extending north 60 feet.
- b. **“NO PARKING BUS STOP”** signs on the southwest corner of East 4th Street and North Lombard Street.

SECTION 10. This Ordinance shall become effective immediately upon its passage by City Council and approval by the Mayor.

First Reading.....February 18, 2021
 Second Reading.....February 18, 2021
 Third Reading.....

Passed by City Council,

President of City Council

ATTEST: _____
 City Clerk

Approved this ____ day of _____, 2021.

Mayor

SYNOPSIS: This Ordinance approves various traffic and parking regulations in the City.

W0113316

AN ORDINANCE TO NAME THE SOUTH WILMINGTON WETLANDS PARK PROJECT THE “SOUTHBRIDGE WILMINGTON WETLANDS PARK”

#0027

Sponsor:

**Council
Member
Harlee**

WHEREAS, Section 2-3 of the City Code authorizes the City, by ordinance, to name City parks reserved for public use in order to commemorate persons, places or events of historic, cultural, governmental or social significance to the City, its residents, neighborhoods and communities and their respective history and heritage after receipt by City Council of the recommendation of the City Planning Commission after its review of the proposed name; and

WHEREAS, the purpose of the South Wilmington Wetlands Park project is to reduce flooding in the Southbridge community, to restore and enhance existing wetlands, and to create a new park for the Southbridge community; and

WHEREAS, at its February 18, 2020 regular meeting, the City Planning Commission, by its Resolution 2-20, recommended that the South Wilmington Wetlands Park project be named the “Southbridge Wilmington Wetlands Park”; and

WHEREAS, City Council deems it necessary and appropriate to recognize the importance of the Southbridge community and to name the South Wilmington Wetlands Park project the “Southbridge Wilmington Wetlands Park.”

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

SECTION 1. The South Wilmington Wetlands Park project is hereby named the “Southbridge Wilmington Wetlands Park”, and the Official City Map is hereby amended to reflect such ordained name.

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

First Reading..... February 18, 2021
Second Reading..... February 18, 2021
Third Reading.....

Passed by City Council,

President of City Council

ATTEST: _____
City Clerk

Approved this ____ day of _____, 2021.

Mayor

SYNOPSIS: This Ordinance officially names the South Wilmington Wetlands Park project as the “Southbridge Wilmington Wetlands Park.”

FISCAL IMPACT STATEMENT: There is no fiscal impact on the City as a result of this Ordinance.

W0113301

Wilmington, Delaware
February 18, 2021

#0028

Sponsor:

**Council
President
Congo**

WHEREAS, the 108th Session of Wilmington City Council has taken action, through the adoption of City Council Rule 2, to ensure that every legislative item requested by the legislation's sponsor in accordance with the notice requirement contained in Rule 2 is included on Council meeting agendas; and

WHEREAS, City Council Rule 2 currently provides, in relevant part, that: (1) Council meeting agendas shall be determined by the Clerk of Council and (2) the Clerk of Council shall include on the agendas every piece of legislation requested by the legislation's sponsor provided at least fourteen (14) days' notice was given by the sponsor; and

WHEREAS, while Council maintains the belief that a person other than the Council President should have the responsibility of determining Council meeting agendas in order to ensure that all legislation requested to be placed on Council agendas in accordance with the notice requirements set forth in Rule 2 is placed on such agendas, Council deems it appropriate to assign this duty to the Chief of Staff of City Council, rather than the Clerk of Council; and

WHEREAS, City Council would like to clarify the calculation of the fourteen (14) days' notice requirement; and

WHEREAS, City Council deems it necessary and appropriate to amend City Council Rule 2 to provide that: (1) Council meeting agendas shall be determined by the Chief of Staff of City Council and (2) sponsors of legislation must provide at least fourteen (14) business days' notice prior to a Council meeting in order for a legislative item to be placed on the Council meeting agenda.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILMINGTON that Rule 2 of the City Council Rules is hereby amended by deleting the stricken language and adding the underlined language to read as follows:

RULE 2 – ORDER OF BUSINESS

The order of business at official meetings of the City Council shall be as follows:

A) Convening of the City Council.

B) Prayer.

C) Pledge of Allegiance to the Flag.

D) Roll Call: At the scheduled time for the meeting and before the Council proceeds to the consideration of any business, the Clerk shall call the name of each Council Member in the order of the district each represents beginning with the First Council District and ending with the at-large Councilmembers in alphabetical order.

E) Reading of the Minutes of the Previous Meeting: The minutes of the previous meeting shall be read and include a statement as to members that were present, absent with leave and absent without leave by the Clerk and adopted and approved or corrected on motion by the President Pro Tempore or in the President Pro Tempore's absence, the Chairman of the Finance Committee. In the absence of such motion, the minutes shall be deemed approved.

F) Committee Reports: Reports from standing committees shall be signed by a majority of committee members, read by the Clerk, and filed, on motion and voice vote. The reading of the minutes shall include a statement as to committee members that were present, absent with leave and absent without leave. Non committee members present need not be mentioned.

G) City's Treasurer's Report.

H) Non-legislative business: Unless a separate vote is requested by the sponsor of any resolution, all items of non-legislative effect shall be adopted by a single motion to receive and adopt by voice vote the agenda measures listed under Non-Legislative Business. While the motion is pending, a Council Member may speak to any measure under the agenda heading "Non-Legislative Business" for which separate consideration has not been requested by the sponsor. Unless otherwise authorized by the President, there shall be a limit of five (5) non-legislative resolutions that may be presented at each Council Meeting, which shall be done on a first come, first served basis by request to the Clerk of Council.

I) Public Comment: Public comment shall be available only to City of Wilmington residents or taxpayers. The President may place additional reasonable limitations on public comment to permit Council to conduct its meetings and to maintain order, including limiting repetitious comments. Each member of the public is limited to a total of three (3) minutes of public comment per meeting.

J) Legislative Business: This portion of the meeting shall begin no later than 7:30 p.m., unless leave is granted by a two-thirds vote of the members present to grant additional time for public comment. The Legislative Business portion of the meeting shall be for the consideration of resolutions with legislative effect and ordinances only. Each member is entitled to speak twice to any matter subject to debate for periods not to exceed ten (10) minutes total, including any time yielded to other members. No member shall exceed these limits except by leave granted by a two-thirds vote of the members present, without debate. No member shall speak twice to a matter until every other member choosing to speak has been recognized. The member on whose motion the matter was brought before Council is first entitled to the floor, and also to close the debate, but not until every other member has had an opportunity to speak for a second time.

K) Presentation of Petitions and Communications: Any petition or communication, written or oral, from Council Members, the Mayor, city departments, or from the public, or any communication or comment relating to city business, other than a matter on the agenda for action, is presented at this time. Each member shall be limited to five (5) minutes for presentation of petitions and communications, to include any time yielded to other members. Any debatable motion made shall not be subject to this limit, but instead to the debate limits in Paragraph J), Legislative Business.

L) Public Hearings (if needed).

M) Adjournment.

The above order of business may be changed at any time by the Council President, or on motion duly seconded and passed by a majority of City Council.

Pursuant to FOIA, an agenda as determined by the ~~Clerk of Council~~ Chief of Staff of City Council shall be prepared for each meeting in a sufficient number of copies for distribution to members of the public. The ~~Clerk of Council~~ Chief of Staff shall include on the agenda every piece of legislation requested by the legislation's sponsor provided at least fourteen (14) business days' notice prior to the Council meeting is given by the sponsor and may include emergency and other legislation upon less notice. Once an ordinance is voted out of Committee, it must be placed on the next Council agenda as permitted by FOIA unless the sponsor requests it to be held to a later meeting in which case the sponsor must provide fourteen (14) business days' notice prior to the Council meeting for it to be added to a subsequent agenda. Council Members and the administration shall be provided an agenda in electronic format. The agenda shall list all legislative and non-legislative matters proposed by their sponsors for consideration

at the meeting, and once copies of the agenda have been reproduced, a sponsoring member of Council may not remove a matter from the agenda, although the sponsor may hold it for consideration at a subsequent meeting, subject to the provisions of Rules 8 and 9.

Passed by City Council,

ATTEST: _____
City Clerk

SYNOPSIS: This Resolution amends City Council Rule 2 to grant the authority, previously held by the City Clerk, to the Chief of Staff of City Council to determine the agendas for City Council meetings. It also amends Rule 2 to provide that the notice requirement for legislation to be included on a Council meeting agenda is fourteen (14) business days prior to the Council meeting. It is the express intent of Council, as set forth in Rule 2, that the Chief of Staff shall include on the Council meeting agenda every piece of legislation requested by the legislation's sponsor at least fourteen (14) business' days prior to the Council meeting.

W0113228

Wilmington, Delaware
February 18, 2021

#0029

WHEREAS, in accordance with Section 2-104 of the City Charter, City Council shall provide for such committees as it deems necessary; and

Sponsor:

**Council
President
Congo**

WHEREAS, on January 5, 2021, City Council adopted Resolution No. 21-006 establishing the standing committees of Council for the 108th Council Session and making the personnel assignments for such standing committees; and

WHEREAS, City Council deems it desirable to revise the aforementioned personnel assignments to add one Council Member to the Education, Youth & Family Services Committee and one Council Member to the Health, Aging & Disabilities Committee.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILMINGTON that Council Member Oliver is hereby added to both the Education, Youth & Family Services Committee and the Health, Aging & Disabilities Committee for the 108th Council Session.

Passed by City Council,

ATTEST: _____
City Clerk

SYNOPSIS: This Resolution adds Council Member Oliver to both the Education, Youth & Family Services Committee and the Health, Aging & Disabilities Committee for the 108th Council Session.

W0113181

**AN ORDINANCE TO AUTHORIZE AND APPROVE CONTRACT 21023PR
BETWEEN THE CITY OF WILMINGTON AND FOOD MANAGEMENT
SERVICES, INC. T/A LINTONS FOOD SERVICE MANAGEMENT FOR
THE CHILD AND ADULT CARE FOOD PROGRAM**

#0012

Sponsor:

Council
Member
McCoy

Co-Sponsors:

Council
Members
Oliver
Darby

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 21023PR “Child and Adult Care Food Program” (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 Food Management Services, Inc. t/a Lintons Food Service Management (the “Contractor”), the lowest responsible bidder; and

WHEREAS, the term of the Contract is for the period from March 1, 2021 through December 31, 2021, at an estimated price of Seven Hundred Fifty-Six Thousand, Three Hundred Sixty Dollars (\$756,360.00) based upon the estimated number of meals requested and the price of \$2.40 per individual supper/dinner and \$0.90 per individual snack, with the possibility of two (2) extensions of one (1) year thereafter with a potential two percent (2%) price increase with each extension, at the option of the City, subject to budget appropriations; and

WHEREAS, the primary purpose of the Contract is to provide food for the Child and Adult Care Food Program, which serves at-risk children and adults; and

WHEREAS, it is the recommendation of the Department of Parks and Recreation that the City enter into the Contract with the Contractor for the period from March 1, 2021

through December 31, 2021, 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 21023PR “Child and Adult Care Food Program” between the City of Wilmington and Food Management Services, Inc. t/a Lintons Food Service Management, a copy of which Contract, in substantial form, is attached hereto as Exhibit “A,” for the period from March 1, 2021 through December 31, 2021, at an estimated price of Seven Hundred Fifty-Six Thousand, Three Hundred Sixty Dollars (\$756,360.00) based upon the estimated number of meals requested and the price of \$2.40 per individual supper/dinner and \$0.90 per individual snack, with the possibility of two (2) extensions of one (1) year thereafter with a potential two percent (2%) price increase with each extension, at the option of the City, is hereby approved, and the Mayor and the City Clerk are hereby authorized to execute as many copies of the Contract, as well as take 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..... February 4, 2021
Second Reading..... February 4, 2021
Third Reading.....

Passed by City Council,

President of City Council

ATTEST: _____
City Clerk

Approved this ____ day of _____, 2021.

Mayor

SYNOPSIS: This Ordinance authorizes the execution of Contract 21023PR “Child and Adult Care Food Program” between the City of Wilmington and Food Management Services, Inc. t/a Lintons Food Service Management for the period from March 1, 2021 through December 31, 2021, at an estimated price of Seven Hundred Fifty-Six Thousand, Three Hundred Sixty Dollars (\$756,360.00) based upon the estimated number of meals requested and the price of \$2.40 per individual supper/dinner and \$0.90 per individual snack, with the possibility of two (2) extensions of one (1) year thereafter with a potential two percent (2%) price increase with each extension, at the option of the City.

FISCAL IMPACT STATEMENT: The fiscal impact of this Ordinance is a contract for the period from March 1, 2021 through December 31, 2021, at an estimated price of Seven Hundred Fifty-Six Thousand, Three Hundred Sixty Dollars (\$756,360.00), with the possibility of two (2) additional extensions of one (1) year thereafter with a potential two percent (2%) price increase with each extension, at the option of the City.

W0113191

EXHIBIT A

Ad Number: 0004474895

Run Dates: 11/20/20, 11/27/20

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

21023PR – CHILD AND ADULT CARE FOOD PROGRAM

**Bids Due: Tuesday, December 8, 2020, at 3:00 p.m., to the Procurement
Division 5th Floor, Louis L. Redding City/County Building, 800 French
Street, Wilmington, DE 19801.**

Bid opening: Zoom Meeting, Time: Dec 8, 2020 03:00 PM Eastern Time (US
and Canada)

Link: <https://zoom.us/j/92464404435?pwd=d2xQMTJpdjNGSTR1a21iY2hpdERIUT09>

Meeting ID: 924 6440 4435
Passcode: 7PtUsv

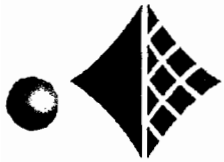
Specifications may be obtained by emailing a request to procurement@wilmingtonde.gov

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

pceresini@WilmingtonDE.gov
www.WilmingtonDE.gov

11/20, 11/27-NJ

0004474895-01



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

SD CITY WILM PURCHASING DIV
800 N FRENCH ST FL 5

WILMINGTON, DE 19801

DE,

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:

11/20/20, 11/27/20 A.D 2020

Gail Wilczewski
Sworn and subscribed before me, this 27 day of
November, 2020

Melanie C. Altz

Ad Number: 0004474895

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.: 0004474895

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

Pyrm Method Invoice

Net Amt: \$320.40

Run Times: 2

No. of Affidavits: 1

Run Dates: 11/20/20, 11/27/20

Text of Ad:

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

21023PR – CHILD AND ADULT CARE FOOD PROGRAM

Bids Due: Tuesday, December 8, 2020, at 3:00 p.m., to the Procurement
Division 5th Floor, Louis L. Redding City/County Building, 800 French
Street, Wilmington, DE 19801.

Bid opening: Zoom Meeting, Time: Dec 8, 2020 03:00 PM Eastern Time (US
and Canada)

Link: <https://zoom.us/j/92464404435?pwd=d2xQMTJpdjNGSTR1a21iY2hpdERIUT09>

Meeting ID: 924 6440 4435
Passcode: 7PtUsv

Specifications may be obtained by emailing a request to procurement@wilmingtonde.gov

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

pceresini@WilmingtonDE.gov
www.WilmingtonDE.gov

11/20, 11/27-NJ

0004474895-01

INSTRUCTIONS TO BIDDERS

1. Bids on **City Contract 21023PR – CHILD AND ADULT CARE FOOD PROGRAM** will be publicly opened and read aloud in the 5th Floor Conference Room, Louis L. Redding City/County Building, 800 French Street, Wilmington, Delaware, on **TUESDAY, DECEMBER 8, 2020, 3:00 P.M.**

The building is still closed to the public so the bid opening will be visible as a Zoom Meeting.

Link: <https://zoom.us/j/92464404435?pwd=d2xQMTJpdjNGSTR1a21iY2hpdERIUT09>

Meeting ID: 924 6440 4435

Passcode: 7Ptusv

2. Proposals must be in triplicate, sealed in an envelope, and the envelope endorsed "**City Contract 21023PR – CHILD AND ADULT CARE FOOD PROGRAM**" 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. 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.

10. The City of Wilmington will assume the following responsibilities:

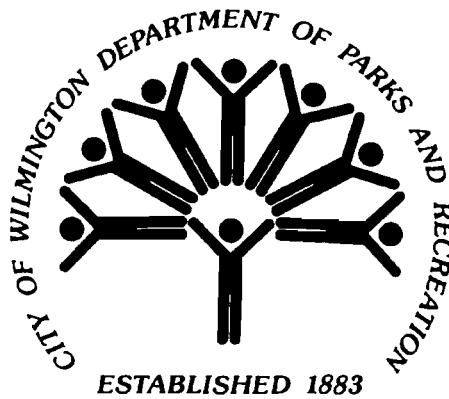
- A. Receive, document the receipt thereof, and serve all foods and beverages to the children.
- B. In addition to site locations herein listed, successful bidder shall be furnished with a proposed time schedule and the names of supervisory personnel assigned at the various sites to receive all items.
- C. Render adequate notice of any anticipated quantity or site changes.

11. Contractor will adhere to the proposed menu and cycle. The proposed menu and cycle may **only** be changed upon mutual agreement by both parties. Such changes shall be approved by the Department of Education as required by USDA Regulatory requirements.
12. Contractor agrees to comply with all Federal and State of Delaware Laws regarding nondiscrimination in employment.
13. Contractor is responsible for the performance of any subcontractor with whom he may arrange for the fulfillment of the contract.
14. Contractor must comply with USDA regulation 225.17 (e) in regard to use of minority vendors as recommended by sponsor.
15. Bidders must have a State of Delaware Division of Public Health Food Establishment Permit valid during the course of program operations. A copy of this permit must accompany the bid proposal in order for the vendors' bid to be considered.
16. 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.

CONTRACT 21023PR

**CHILD AND ADULT CARE FOOD PROGRAM
JANUARY 2021 – DECEMBER 2021**

WITH POSSIBLE RENEWAL OPTIONS



DEPARTMENT OF PARKS AND RECREATION

Wilmington Parks and Recreation
Division of Youth and Families
500 Wilmington Avenue
Wilmington, DE 19801

**Child and Adult Care Food Program
At Risk After-School Evening Feeding Program**

Projected Dates of Operation: January 1, 2021 – **December 31, 2021**

Projected Number of Days: 191 days each year

Meals (to be served): Supper/Dinner
Snack

Approximate Number of Meals (per day): 1,200 (plus or minus)
1,200 (plus or minus)

Contacts: Kevin F. Kelley
Director
Department of Parks and Recreation
(302) 576-3811

and/or

Nicole R. Adams
Youth and Families Manager
Department of Parks and Recreation
(302) 576-3844

SAMPLE BID ADVERTISEMENT

CHILD AND ADULT CARE FOOD SERVICE PROGRAM

City of Wilmington, Department of Parks and Recreation, an approved sponsor in the State of Delaware, invites the submission of sealed bids for prepackaged meals meeting program requirements as described in the bid specification and contract. Bids containing dual prices for one meal type that are tied to a sponsor's ultimate level of meal service will be rejected. Contractors submitting bids must be approved by the State of Delaware, Department of Education, to participate in the Child and Adult Care Food Program (CACFP). These meals are to be served to children or adults in the CACFP. Delivery is to be made as per bid specifications and contract. **All bidders must provide sponsor with a sample meal currently on bidder meal plan at the bid program.**

Invitation to Bid may be obtained as of (TBD) from the Department of Finance, Division of Procurement and Records. Sealed bids clearly marked on the outside envelope, "Child and Adult Care Food Program Bid," are to be received by (TBD) at 3:00 p.m. at the 5th Floor Conference Room, City/County Building, 800 French Street, Wilmington, DE 19801, at which time all bids will be opened.**

Sponsor contact information:	Name:	Mr. Phil Ceresini, CPPB
	Address:	800 N. French Street Wilmington, DE 19801
	Email:	procurement@wilmingtonde.gov

****BOND REQUIREMENTS**

A bid bond in the amount of *ten percent (10%) of the estimated total amount of bid must accompany the bid. The bid bond must be from a company listed in the current Department of Treasury Circular 570 certified to do business in Delaware. No other type of bid bond is acceptable.

USDA Nondiscrimination Statement (Continued)

For all other FNS nutrition assistance programs, State or local agencies, and their subrecipients, must post the following Nondiscrimination Statement:

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
- (2) fax: (202) 690-7442; or
- (3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.

NOTE: THERE IS A 14-DAY PUBLIC NOTIFICATION PERIOD REQUIRED FOR REQUESTS FOR BIDS.

Revised: MAS/JDB 5/2016

Table of Contents

		<u>Page</u>
SECTION I	IFB Contract Fact Sheet	1
	Invitation to Bid	2
	Basic Specifications	3
	General Conditions.....	4
	Certificate of Independent Price.....	5
SECTION II	Instructions to Bidders.....	5
SECTION III	Scope of Services	7
SECTION IV	General Conditions.....	11
SECTION V	General Provisions	16
SCHEDULE A:	Address of Institutions.....	19
SCHEDULE B:	Menu Pattern Requirements	20
SCHEDULE C:	Proposed Evening Feeding Program Menu.....	22
SCHEDULE D:	Product Specifications.....	24
SECTION VI:	Sample Agreements.....	30
SECTION VII:	Proposal Form	35

SECTION A

IFB/CHILD AND ADULT CARE FOOD PROGRAM

IFB/ Number 21023 PR CACFP

(Formal Advertising Only)

Bid Opening:

Issued by (Institution):

Date 12-8-20 Time 3:00 pm

Name City of Wilmington, Parks & Recreation

Issued Date _____

Address _____

City, State, Zip Wilmington, DE 19801

Telephone Number (302) 576-3810

Contract Commencement Date: _____

Contract Expiration Date: _____

Total Estimated Amount: _____

Prompt Payment Discount: _____ % for payment within _____ days.

Name of Company Street Address _____

City, State, Zip _____

Telephone Number _____

Signature of Authorized Representative _____

Title _____ Date _____

This document contains an IFB/ for the furnishing of meals (unitized if applicable) to be served to children participating in the Child and Adult Care Food Program established by the United States Department of Agriculture (7 CFR Part 226) and sets forth the terms and conditions applicable to the proposed procurement. Upon acceptance, this document shall constitute the contract between the company making the proposal and the Institution named above.

ACCEPTANCE

Contract Number _____

Institution Name _____

Date _____

Signature of Institution Representative _____

Title _____

Note: By submission of the proposal, the company certifies that, in the event they receive an award under this solicitation, they shall operate in accordance with the applicable, current program regulations.

**DEPARTMENT OF EDUCATION
CHILD AND ADULT CARE FOOD PROGRAM
INVITATION TO BID**

DATE: _____

Attached hereto is a bid bond in the amount of _____
dollars and _____ cents.

We, the undersigned, hereby agree to furnish and deliver, per specifications, the item(s) listed below to the: _____
_____.

Item	Approximate Quantity	# of Days	Description	Unit Price	Price
Dinner	1,200	191	CACFP	\$	\$
Snack	1,200	191	CACFP	\$	\$
			GRAND TOTAL		

Location of Bidders' Preparation Facility: _____

FIRM: _____
Corporation, Partnership, Individual

PER: _____
Name (Typed or Printed)

TITLE: _____

ADDRESS: _____

FAX: _____

FEDERAL I.D. _____

**BASIC SPECIFICATIONS FOR THE CITY OF WILMINGTON
CHILD AND ADULT CARE FOOD PROGRAM**

QUANTITIES:

Bid to include preparation, packaging, condiments and delivery of meals as outlined below:

Approximately 1,200 unitized dinners daily.

Approximately 1,200 unitized snacks daily.

DELIVERIES:

Contractor to deliver all food and liquids in refrigerated vehicle to the City of Wilmington's Central Depot (500 Wilmington Avenue, Wilmington, DE 19801). Designated representatives shall be available at the depot and will be responsible for the receiving of all items. Dinner and snack delivery is to be made between the hours of 12:00 PM and 1:00 PM. To ensure a smooth operation, it will be necessary that the aforementioned delivery schedule be strictly adhered to.

Items delivered out of temperature will cause the entire day's meals to be disallowed.

SITE LOCATION

The Contractor will make all deliveries to the City's Central Depot located at 500 Wilmington Avenue, Wilmington, DE 19801.

TIME PERIOD

Contract period will begin on January 1, 2021 (or as soon as possible thereafter) thru December 31, 2021. Program to commence on Monday, January 4, 2021 and to continue every Monday through Friday until Friday, December 31, 2021. Approximate total of 191 days. The time period does not include summer months. Exact program dates will be provided after start of contract and may vary based on need and funding. The city reserves the option to extend this contract for two additional periods of 1 year each. All contract provisions will remain the same. At the City's sole discretion, a price increase of up to 2% may be allowed at each renewal. The city will give 60 days' advance written notice if the contract is to be extended.

FOOD REQUIREMENTS

Meals must comply with minimum meal pattern requirements established by the USDA, located in schedule B of this document. The menu, prepared by the sponsor and approved by the state agency, must be strictly adhered to. The successful bidder shall provide a variety of food options within a five-day consecutive time period. The same food shall not be used multiple times in the same week.

GENERAL CONDITIONS

1. Bidder may contact the following individual for additional information concerning this proposal:

Name: **Mr. Phil Ceresini**
Department of Finance
Address: **800 North French Street**
Wilmington, DE 19801
Email: procurement@wilmingtonde.gov

2. Bidder must complete cover sheet with all required information.
3. Quantities rendered are approximated to fulfill the requirement for the operating period. The Sponsor reserves the right of ordering more or less than the stated estimated amounts at any time, in such quantities as needed and successful contractor will deliver to any directed site such quantities as designated at the bid price.
4. Contractor shall supply sufficient containers for distribution of milk and dinners to satellite feeding points. These containers are to be Styrofoam trays or equivalent, with lids. Ice and hot dogs, packs are to be provided where necessary, as determined by the Sponsor, at no additional charge.
5. Deliveries to be made within the designated hours, indicated in basic specification. Emergency situations affecting the contractor's ability to deliver or the Sponsor's ability to receive meals for a reasonable length of time, will be mutually resolved between the contractor, sponsor, and state agency.
6. Successful bidder will have a turnaround time of 24 hours or less for changes in the number of meals (increases and decreases) delivered daily. Counts for the next days' delivery will be called into contractor 12 p.m. daily.
7. Sponsor and allied governmental agencies reserve the right to visit and inspect the bidder's preparation facilities prior to and during the contract period, which may form the basis of determining the capability of the bidder to perform or fulfill the contract.
8. Successful contractor to provide copy of insurance showing public liability, vehicle liability, and property damage insurance.
9. Hold Harmless: The bidder, if awarded a contract, agrees to protect, defend, and save harmless the Sponsor against any damage for payment for the use of any patented material, process, article, or device or from a part of the work covered by his contract; and he further agrees to indemnify and save harmless description brought against it, for or on account of any injuries or damages received or sustained by any parties, by or from any acts of the contractor, his servants to agents.
10. All bidders are requested to arrange for site visitations so as to inform themselves of locations and delivery conditions.
11. Bidders may be required to provide sponsor with a sample meal currently on bidder's menu plan if requested by the City. Please do not provide samples with your bid. Meal must be packaged and presented as it will be delivered during the program.

I. CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

1. By submission of this offer, the offerer certifies and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:
 - a. The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offerer or with any competitor;
 - b. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offerer and will not knowingly be disclosed by the offerer prior to opening in the case of an advertisement procurement, or prior to award in the case of a negotiated procurement, directly or indirectly to any other offerer or to any competitor;
 - c. No attempt has been made or will be made by the offerer to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition.

II. INSTRUCTION TO BIDDERS

1. **Definitions**, as used herein:
 - a. The term "Bid" means the bidder's offer.
 - b. The term "bidder" means a food service management company submitting a bid in response to this invitation for bid.
 - c. The term "contractor" means a successful bidder who is awarded a contract by a sponsor under the CACFP.
 - d. The term "food service management company" in this invitation for Bid and Contract means an organization other than a public or private nonprofit school, with which an institution may contract for preparing and, unless otherwise provided for, delivering meals, with or without milk for use in the Program.
 - e. The term "invitation to bid" hereafter referred to as IFB, means the document where the procurement is advertised. In the case of this program, the IFB becomes a part of the contract once both parties agree in writing to all terms and conditions of the IFB.
 - f. The term "Sponsor" means the Service Institution which contracts with the Department of Education to operate and manage the Child and Adult Care Food Program.
 - g. The term "unitized meal" means an individual proportioned meal consisting of a combination of foods meeting the Child and Adult Care Food Program (CACFP) meal pattern requirements (meal juice may be unitized with other components or

be delivered in bulk). The State Agency may approve exceptions to the unitized meal such as separate hot and cold packs.

h. Other Terms shall have the meanings ascribed to them in the CACFP regulations 7 CFR 226

2. **Explanation to Bidders:** Any explanation desired by a bidder regarding the meaning or interpretation of the IFB specification, etc., must be requested in writing prior to bid opening and with sufficient time allowed for a reply to reach all bidders before bid opening. Oral explanations given to a prospective bidder concerning an IFB will be furnished to all prospective bidders as an amendment of the IFB, if such information is necessary to bidders in submitting bids on the IFB, or if the lack of such information would be prejudicial to uniformed bidders.
3. **Acknowledgment of Amendments of IFBs:** The sponsor must acknowledge receipt of an amendment to an IFB by a bidder by signing and returning this amendment. Such acknowledgment must be received prior to the hour and date specified for bid opening.
4. **Bidders Having Interest In More Than One Bid:** If more than one bid is submitted by any one person, by or in the name of a clerk, partner, or other person, all such bids shall be rejected.
5. **Errors in Bids:** Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids; failure to do so will be at the bidder's own risk and relief cannot be secured on the plea of error. Neither law nor regulations make allowance for error either of omission or commission on the part of the bidders. In the case of error in extension of prices in the bid, the unit price shall govern.
6. **Evaluation of Bidders/Award of Contract:**
 - a. The contract will be awarded to that responsive and responsible bidder whose bid conforms to the IFB and will be most advantageous to the sponsor, lowest total estimated amount of bid, price and other factors considered.
 - b. The sponsor reserves the right to reject any or all bids and to waive informalities and minor irregularities in bids received.
 - c. The sponsor reserves the right to reject the bid of a bidder who previously failed to perform properly, or complete on time, contracts of a similar nature, or the bid of a bidder whose investigation shows is not in a position to perform the contract.
 - d. Sponsor reserves the right to accept any bid within 30 days from the date of bid opening.

7. Late Bids, Modification of Bids, or Withdrawal of Bids

- a. Any bid received after the exact time specified for receipt of bids will not be considered.
- b. Any modification or withdrawal of bid is subject to the same conditions as in (A) above, except that withdrawal of bids by telegram is authorized. A bid may also be withdrawn in person by a bidder or an authorized representative, provided their identity is made known and he or she signs a receipt for the bid, but only if the withdrawal is made prior to the exact time set for the receipt of bids.
- c. Notwithstanding the above, a late modification of an otherwise successful bid which makes its terms more favorable to the sponsor will be considered at any time it is received and may be accepted.

III. SCOPE OF SERVICES

1. United States Department of Agriculture regulations 7 CFR Part 226, entitled Child and Adult Care Food Program is hereby incorporated by reference.
2. Contractor agrees to deliver unitized meals inclusive of milk or juice to central depot, subject to the terms and conditions of this solicitation.
3. All meals furnished must meet or exceed USDA requirements set out in Schedule B, attached hereto and made a part hereof.
4. Contractor shall furnish meals as ordered by the sponsor during the period of operation specified on page 1 and as further specified in Schedule A.
5. **Pricing** shall be on the menus described in Schedule C. All bidders must submit bids on the same menu cycle provided by the sponsor. Deviation from this menu cycle shall be permitted only upon authorization of the sponsor. Bid price must include the price of food components (including milk and/or juice, if part of unitized meal), packaging, transportation and all other related costs (e.g. condiments, utensils, hot bags, trays, ice packs, etc.).
6. **Meal quantities** are estimated. They are the best known estimates for requirements during the operating period. The sponsor reserves the right to order more or less than estimated at the beginning of the operating period. Contractor will be paid at the unit price rate for the actual number of meals delivered each day for the program period specified. Sponsor does not guarantee orders for quantities shown. The maximum number of meals will be determined based on the approval level of meal service designated by the administering office for each site serving meals provided by the contractor.
7. **Meal Orders:** Sponsors will order meals on Monday of the week preceding the week of delivery; orders will be placed for the total number of operating days in the succeeding week, and will include breakdown totals for each site and each type of meal.

The sponsor reserves the right to increase or decrease the number of meals ordered on a 24-hour notice. Time may be less if mutually agreed upon between the parties to this contract.

8. **Meal-Cycle Change Procedure:** Meals will be delivered on a daily basis in accordance with the menu cycle which appears in Schedule C. Menu changes may be made only when agreed upon by both parties. When an emergency situation exists, which might prevent the contractor from delivering a specified meal component, the sponsor shall be notified immediately so substitutions can be agreed upon. The sponsor reserves the right to suggest menu changes within the vendor's suggested food cost, periodically throughout the contract period.

9. **Noncompliance**

The sponsor reserves the right to inspect and determine the quality of food and reject any meals which do not comply with the requirements and specifications of the contract. The contractor will not be paid for unauthorized menu changes, incomplete meals, rejected meals not delivered within the specified delivery time period, and meals rejected because they do not comply with the specifications. The sponsor reserves the right to obtain meals from other sources, if meals are rejected due to any of the stated reasons. The contractor will be responsible for any excess cost, but will receive no adjustment in the event the meals are procured at lesser cost. The sponsor or inspecting agent shall notify the contractor in writing as to the number of meals rejected and the reasons for rejection.

The CACFP regulations provide that statistical sampling methods may be used to disallow payments for meals which are not served in compliance with program regulations. In the event that disallowances are made on the basis of statistical sampling, the sponsor and the contractor will be notified in writing by the administering agency as to the number of meals disallowed, the reasons for disallowance, and the methodology of the statistical sampling procedures employed.

10. **Specifications**

d. **Packaging**

- i. Hot Meal Unit – Package suitable for maintaining meals in accordance with local health standards. Container and overlay should have an airtight closure, be of non-toxic material, and be capable of withstanding temperatures of 400° (204° C) or higher.
- ii. Cold Meal Unit (or Unnecessary to Heat) – Container and overlay to be plastic or paper and non-toxic.
- iii. Sandwich is to be individually wrapped in addition to the overlay on the container.
- iv. Cartons – Each carton to be labeled. Label to include:

1. Processor's name and address (pla
 2. Item identity, meal type
 3. Date of production
 4. Quantity of individual units per carton
- v. Meals shall be delivered with appropriate non-food items: condiments, recyclable trays, napkins, single service ware, etc. Sponsors shall insert the types of condiments that are necessary for the meals on Schedule C.
- vi. Individual containers shall be delivered in cartons constructed to prevent damage to the containers inside. An equal number of containers must be in each carton, except one, which may have fewer to allow for the exact number of meals ordered.
- vii. The sponsor may require that contractor provide means for maintaining adequate temperatures of meals after delivery for a period that covers said meal service. (ie, hot packs, hot bags, ice packs)
- viii. All contractors shall have, on file, the name of the supplier, the telephone number, and a product label specifying ingredients for any food product utilized for meals under this contract. The contractor shall be able to immediately supply this information to the sponsor, State Agency, or health department for any meal served at any site listed on Schedule A.
- ix. All components of a cold meal shall be unitized in a container before delivery to a site. Container and overlay shall be plastic, paper, non-toxic metallic, or biodegradable material. Milk and/or juice may be enclosed in the unitized container.
- x. All components of a hot meal shall be unitized in one or two containers before delivery to site. If two containers are used, one will store the hot and one the cold portions of the meal. Container and overlay should be an air-tight closure and shall be aluminized or non-toxic metallic or biodegradable nonflammable material. Milk may be enclosed in the cold portion container.
- xi. Containers shall be sufficient strength to prevent crushing of food and shall package all meals so that they are completely unexposed to the elements.

11. Delivery

- a. Meals are to be delivered daily, unloaded and placed in the designated location by the contractors' personnel at central depot.
- b. The contractor shall be responsible for delivery of meals at the specified time. Adequate refrigeration or heating shall be provided during delivery of all food to

ensure the wholesomeness of food at delivery in accordance with state or local health codes.

- c. The sponsor reserves the right to add or delete food service centers by amendment of the initial list of approved centers in Schedule A and make changes in the approved level for the maximum number of meals which may be served under the program at each center. The sponsor shall notify contractor by providing an amendment to Schedule A of all sites which are approved, canceled or terminated, subsequent to acceptance of this contract and of any change in the approved level of meal service for a site. Such amendments shall be provided within 24 hours or less.
- d. The delivery of more than one meal type per day at any site shall be made separately within one hour of the beginning of meal service for dinner and in accordance with the serving time schedule (Schedule A). Where holding facilities have been approved by the state agency, contractor can deliver two meal types together according to the meal service time for early meals. Where emergency affects the ability of contractor to deliver meals separately or sponsor to utilize meals delivered separately, each situation is to be resolved by mutual agreement of contractor, sponsor and state agency.
- e. The contractor must provide exactly the number of meals ordered. Counts of meals will be made by the sponsor at all sites before meals are accepted. Damaged or incomplete meals will not be included when the number of reimbursable meals is determined.
- f. The contract shall provide sponsor with a separate listing of sites to be serviced by each truck used for delivery one week prior to the first day of meal service.
- g. Hot and cold portions of meals must be delivered at the same time.
- h. Cold meals shall be delivered at the site at a maximum temperature of 41°F but shall not have a temperature of less than 32°F at scheduled time of meal service.
- i. The vehicle and/or carton utilized to deliver cold meals shall have the capability of keeping the product below 41°F until time of site delivery.
- j. Hot meals shall be delivered at the site at a temperature of at least 135°F.
- k. The vehicle or carton utilized to deliver hot meals shall have the capability of keeping the product above 135°F until time of site delivery.

12. Food Preparation

Meals shall be prepared under properly controlled temperatures and assembled not more than 24 hours prior to delivery.

13. Food Specifications

- a. All meals must meet the food specifications and quality standards as incorporated in the menu cycle (Schedule D).
- b. All meat and meat products, except sausage products, shall have been slaughtered, processed and manufactured in plants inspected under USDA approved inspection program and bear the appropriate seal. All meat and meat products must be sound, sanitary, and free of objectionable odors or signs of deterioration on delivery, sponsor will not.
- c. Milk and milk products are defined as “. . . pasteurized fluid types of flavored or unflavored whole milk, low-fat milk, skim, or cultured buttermilk which meets State and local standards for such milk . . . All milk should contain vitamins A and D at the levels specified by the Food and Drug Administration and consistent with State and local standards for such milk.” Milk delivered hereunder shall conform to these specifications.

IV. GENERAL CONDITIONS

1. Supervision and Inspection of Facility

- a. The contractor shall provide management supervision at all times and maintain constant quality control inspections to check for portion size, appearance, and packaging, in addition to the quality of products.
- b. The contractor hereby agrees to supervise at its place of business the preparation and assembly of meals and to conduct quality control inspections to check portions, size and appearance of packaging as well as quality of product. Contractor recognizes right of representative of sponsor, Delaware Department of Education and/or representatives of the United States Department of Agriculture to inspect contractor's food service facilities at any time during contract period. Such inspection may proceed with or without notice to contractor.
- c. The contract shall provide for meals which it prepares to be periodically inspected by the local health department or an independent agency to determine bacterial levels in the meals being served. Such levels shall conform to the standards which are applied by the local health authority with respect to the level of bacteria which may be present in meals served by other establishments in the locality.

2. Recordkeeping

- a. Delivery tickets must be prepared by the contractor at a minimum in three copies: one for the contractor, one for the site personnel, and one for the sponsor. Delivery tickets must be itemized to show the number of meals of each type delivered to each site. Designees of the sponsor at each site will check adequacy of delivery and meals before signing the delivery ticket. Invoices shall be accepted by the sponsor only if signed by sponsor's designee at the site.

- b. The contractor shall maintain records supported by delivery tickets, invoices, receipts, purchase orders, production records for this contract, or other evidence for inspection and reference to support payments and claims.
- c. The books and records of the contractor pertaining to this contract shall be available for a period of three years from the date of submission of the sponsor's final claim for reimbursement or until the final resolution of any audits for inspection and audit by representatives of the state agency, representative of the U.S. Department of Agriculture, the sponsor and the U.S. General Accounting Office at any reasonable time and place.
- d. Sponsor shall notify contractor within 24 hours of notification of disallowed meals. This requirement is in no way to be construed so as to impair the independent duty of the state agency to disallow any portion of a claim for reimbursement.

3. Method of Payment

- a. The contractor shall submit its itemized invoices to the sponsor weekly. Each invoice shall give a detailed breakdown of the number of meals delivered at each site during the preceding period. The vendor shall calculate the number of meals delivered each week. Payment will be made at the unit price. Each payment period will be calculated and paid for independent of other periods. No payment shall be made unless the required delivery receipts have been signed by the site representative of the sponsor.
- b. The contractor shall be paid by the sponsor for all meals delivered in accordance with this contract and CACFP regulations. However, neither the department nor the State Agency assumes any liability for payment of differences between the number of meals delivered by the contractor and the number of meals served by the sponsor that are eligible for reimbursement.

4. Bond Requirements

- a. Bid Bonds:
 - i. The bid bond surety may be stated to be for a sum but may be stated to be for a sum equal to 10% of the bid to which it relates. A bid bond or bid security may be stated as a certain stated sum provided that the sum is equal to or greater than 10% of the bid.
- b. Performance Bonds
 - i. The procuring agency may require the successful bidder to execute a good and sufficient bond to the State for the benefit of the agency. The Performance bonds shall be with a corporate surety authorized to do business in this state and be in a sum equal to 100% of the contract award.

5. Insurance

The successful bidder shall procure and maintain the following insurance:

- a. Workers' Compensation in accordance with the laws of the State of Delaware.
- a. Liability coverage for bodily injury, property damage and products liability, including bodily injury and property damage caused by automobiles, with limit of \$500,000 for injury or death of any one person and \$1,500,000 for injury or death of two or more persons in any one accident, \$100,000 property damage and \$200,000 products liability for any single occurrence.
- b. Contractor shall furnish sponsor with such evidence of insurance as sponsor may reasonably require, including insurance covering contractor's contractual liability.
- c. Contractor shall indemnify sponsor and state against loss or damage including attorney fees and costs of litigation caused by negligent acts of contractor or of contractor's agents or employees. Contractor expressly agrees to defend any suit against sponsor for personal injury, sickness or disease arising out of consumption or use of products purchased from contractor (as well as suit for loss resulting from pilferage by contractor's employees). Sponsor shall promptly notify contractor and Delaware Department of Education in writing of any claims against either contractor or sponsor, and if suit has been filed, shall forward to contractor and state all papers received in connection thereof. Sponsor shall not incur expense or enter into settlement without contractor's consent, provided however, that if contractor shall refuse or fail to defend, sponsor may defend, adjust or settle any such claim, and the costs thereby incurred, including reasonable attorney fees, are to be charged to contractor.

6. Availability of Funds

The sponsor reserves the right to cancel this contract if the federal funding to support the CACFP is withdrawn. It is further understood that, in the event of cancellation of the contract, the sponsor shall be responsible for meals that have already been assembled and delivered in accordance with this contract.

7. Emergencies

- a. In the event of unforeseen emergency circumstances, the contractor shall immediately notify the sponsor by telephone or fax of the following: (1) the impossibility of on-time delivery; (2) the circumstance(s) precluding delivery, and (3) a statement of whether or not succeeding deliveries will be affected. No payments will be made for deliveries made later than two hours after specified meal time began (lunch) and one hour after specified meal service time began for breakfast and supplement.
- b. Emergency circumstances at the site precluding utilization of meal are the concern of the sponsor. The sponsor may cancel orders provided the contractor is

contacted by 7:00 a.m. on the day of delivery or in time to “hold” or “recall” delivery if mutually agreed upon between the parties to this contract.

- c. Adjustments for emergency situations affecting the contractor’s ability to deliver meals, or sponsor’s ability to utilize meals, for periods longer than 24 hours will be mutually worked out between the contractor and sponsor.
- d. In event of contractor’s default with respect to a particular delivery or in other cases of nonperformance or noncompliance, sponsor reserves right to secure meals from an alternate source. Contractor shall be liable to sponsor for all costs incurred in securing such replacement meals.

8. Termination

- a. The sponsor reserves the right to terminate this contract if the contractor fails to comply with any of the requirements of this contract. The sponsor shall notify the contractor and surety company, if applicable, of specific instances of noncompliance in writing. In instances where the contractor has been notified of noncompliance with the terms of the contract and has not taken immediately corrective action, the sponsor shall have the right, upon written notice, of the immediate termination of the contract and the contractor or surety company, if applicable, shall be liable for any damages incurred by the sponsor. The sponsor shall process procurement action on a competitive basis to arrive at a fair and reasonable price.
- b. The sponsor may, by written notice to the contractor, terminate the right of the contractor to proceed under this contract, if it is found by the sponsor that gratuities in the form of entertainment, gifts, or otherwise were offered or given by the contractor to any officer or employee of the sponsor with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending of the contract; provided that the existence of the facts upon which the sponsor makes such findings shall be in issue and may be reviewed in any competent court.
- c. In the event this contract is terminated as provided in paragraph (B) hereof, the sponsor shall be entitled (i) to pursue the same remedies against the contractor as it could pursue in the event of a breach of the contract by the contractor, and (ii) as a penalty in addition to any other damages in an amount which shall not be less than three nor more than ten times the costs incurred by the contractor in providing any such gratuities to any such officer or employee.
- d. The rights and remedies of the sponsor provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.
- e. This contract is expressly made contingent upon adequate funding from federal, state and local sources. In the event adequate funding is not available and sponsor is unable to satisfy its financial obligation hereunder, sponsor shall have the

option to terminate this contract upon five days written notice to contractor. If contract is terminated in this manner, sponsor shall be released from liability for food ordered by contractor but shall remain liable for food prepared for delivery by contractor before notice is given. In contracts over \$100,000 this contract is further made contingent upon delivery by contractor to sponsor of a performance bond in the amount specified on page 1, to be furnished within ten (1) days of award of contract to ensure contractor's full and faithful performance of its obligations hereunder. Upon satisfactory performance of contractor's contractual obligations and at the expiration of the contract term, contractor shall be entitled to cancellation of performance bond.

- f. Should contractor default in timely or adequate performance of any of its obligations hereunder, sponsor may, upon notice to contractor and state agency, utilized program payments to satisfy the debt or obligation owed sponsor by contractor.
- g. Sponsor and contractor agree that sponsor may cancel contract with 12 hours notice to the contractor and with approval of the state agency for any one or more of the following documented reasons:
 - i. Sponsor disallows 5 percent of all meals delivered in one week or 10 percent of any meal type for one week.
 - ii. Contractor fails to deliver any one meal type on any day without sufficient justification.
 - iii. Ten percent (10%) of a sponsor's sites under this contract, over a one-week period, received meal delivery outside of the approved time.
 - iv. Five percent (5%) of the meals delivered over a one-week period, under this contract, did not follow the approved menu cycle (Schedule C).
 - v. Any part of this contract was assigned or subcontracted to another company for the preparation of the meals.
- h. Contractor may cancel this contract for the following documented reason:

An excess of five percent (5%) of the meals delivered under this contract, over a one-week period were disallowed by the state agency, and are attributed to sponsor's failure to meet its responsibilities under this contract or agreement with the state agency.
- i. Sponsor and contractor verify right of state agency to cancel funding if sponsor and/or contractor fail to abide by regulations or this program.

9. Subcontracts and Assignments

- a. The contractor shall not subcontract for the total meal, or for the assembly of the meal; and shall not assign, without the advance written consent of the sponsor, this contract or any interest herein.
- b. In the event of any assignment, the contract shall remain liable to the sponsor as principal for the performance of all obligations under this contract.
- c. Contractors which prepare and assemble frozen meals designed to be served hot may, with the approval of the State Agency, contract for the eating and delivery of prepackaged meals for hot service. The heating and delivery must be performed by the same contractor.

V. General Provisions

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended— Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C.6201)

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List

System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

1. Sponsors making procurements exceeding \$25,000 must do one of the following to ensure vendors are not debarred or suspended:
2. Check the website www.sam.com then search for the firm to be awarded the contract, and check that they are not excluded (debarred, suspended, or voluntarily excluded) from doing business with Federal grantees, or
3. Develop a certification form; or
4. Include a provision in the contract.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Revised: MAS/JDB 5/2016

USDA Nondiscrimination Statement

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices and employees and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the Agency (state or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) Mail: United States Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, DC 20250-9410

(2) Fax: (202) 690-7442

(3) EMail: program.intake@usda.gov

This institution is an equal opportunity provider.

Insert the following as the rest of the pages:
Schedule A (from the folder SFS Forms, School Agreement.doc)
Schedule B (New and Current CACFP meal pattern) (2 pages)
Schedule C
Schedule D (Food Product Specifications)

SCHEDULE A

2019-2020 CHILD AND ADULT CARE FOOD PROGRAM

Site Name	Address	City/State	Zip Code	Contact Person
Ark Learning Center	534 Vandever Avenue	Wilmington, DE	19802	Alicia Clark
Bavard School After School Program	200 South DuPont Street	Wilmington, DE	19805	Bruce Dave
Learning Laboratory	2200 Baynard Boulevard	Wilmington, DE	19802	Erinn Chioma
Little Leaders in Training Academy	1621 North Heald Street	Wilmington, DE	19802	Sheila Boney
Neighborhood House/Extended Hours Program	1218 "B" Street	Wilmington, DE	19801	Cynthia Williams
Our Children's Learning Center, LLC	802 North Orange Street	Wilmington, DE	19801	Evelyn Hicks
Police Athletic League of Wilmington	3707 North Market Street	Wilmington, DE	19802	Alvce Derr
Salvation Army Learning Center	400 North Orange Street	Wilmington, DE	19801	Lee Robinson
Scout Reach After Care @ Stubbs	1100 North Pine Street	Wilmington, DE	19801	Gerchelle Fox
Shabac Enrichment	302 West Matson Run Parkway	Wilmington, DE	19802	Pastor Davis
Shortlidge Academy	100 West 18 th Street	Wilmington, DE	19802	Desiree Faison
The Salvation Army Wilmington/Citadel	401 Shipley Street	Wilmington, DE	19801	Felicia Flora
Tiny Tucks Learning Center	3400 North Market Street	Wilmington, DE	19802	Margaret Minatee
Ujima/Mother African Union Church/Afterschool	812 North Franklin Street	Wilmington, DE	19806	Patricia Butler
Urban Promise -- Camp Hope	455 Townsend Street	Wilmington, DE	19801	Joel Orr
Urban Promise -- Freedom	2412 Thatcher Street	Wilmington, DE	19802	Kristin Walker
Urban Promise -- Saint Josephs/Victory	1012 French Street	Wilmington, DE	19801	Bethany Wolstenholme
Urban Promise After School Program	2401 Thatcher Street	Wilmington, DE	19802	Nichelle Holland
Urban Promise/Camp Amen	1401 "A" Street	Wilmington, DE	19801	Joel Orr
Urban Promise/Camp Harmony/Union Baptist Church	2616 Carter Street	Wilmington, DE	19802	Jacqueline Wolf
Urban Promise/Camp Truth	719 North Shipley Street	Wilmington, DE	19801	Deborah Holcombe
Urban Promise/Haven/Westminster Church	1502 West 13th Street	Wilmington, DE	19806	Vanessa Church
West End Neighborhood House	710 North Lincoln Street	Wilmington, DE	19805	Antwain Flowers
William Hicks Anderson Community Center	501 North Monroe Street	Wilmington, DE	19801	Estella Moody





Schedule B:

Old and New Child and Adult Meal Patterns



Breakfast Meal Patterns

	Ages 1-2		Ages 3-5		Ages 6-12 & 13-18		Adults	
	Old	New	Old	New	Old	New	Old	New
Milk	½ cup	½ cup	¾ cup	¾ cup	1 cup	1 cup	1 cup	1 cup
Vegetables, fruit, or both	¼ cup	¼ cup	½ cup	½ cup	½ cup	½ cup	½ cup	½ cup
Grains	½ serving	½ oz eq*	½ serving	½ oz eq*	1 serving	1 oz eq*	2 servings	2 oz eq*

*Meat and meat alternates may be used to substitute the entire grains component a maximum of three times per week.
Oz eq = ounce equivalents

Lunch and Supper Meal Patterns

	Ages 1-2		Ages 3-5		Ages 6-12 & 13-18		Adults	
	Old	New	Old	New	Old	New	Old	New
Milk	½ cup	½ cup	¾ cup	¾ cup	1 cup	1 cup	1 cup	1 cup*
Meat and meat alternates	1 oz	1 oz	1 ½ oz	1 ½ oz	2 oz	2 oz	2 oz	2 oz
Vegetables	¼ cup	½ cup	½ cup	½ cup	¾ cup	¾ cup	1 cup	¾ cup
Fruit		½ cup	½ cup	½ cup	¾ cup	¾ cup		½ cup
Grains	½ serving	½ oz eq	½ serving	½ oz eq	1 serving	1 oz eq	2 servings	2 oz eq

*A serving of milk is not required at supper meals for adults
Oz eq = ounce equivalents

Snack Meal Pattern

	Ages 1-2		Ages 3-5		Ages 6-12 & 13-18		Adults	
	Old	New	Old	New	Old	New	Old	New
Milk	½ cup	½ cup	¾ cup	¾ cup	1 cup	1 cup	1 cup	1 cup
Meat and meat alternates	½ oz	½ oz	½ oz	½ oz	1 oz	1 oz	1 oz	1 oz
Vegetables	¼ cup	½ cup	½ cup	½ cup	¾ cup	¾ cup	½ cup	½ cup
Fruit		½ cup	½ cup	½ cup	¾ cup	¾ cup		½ cup
Grains	½ serving	½ oz eq	½ serving	½ oz eq	1 serving	1 oz eq	1 serving	1 oz eq

Select 2 of the 5 components for snack.
Oz eq = ounce equivalents

Note: All serving sizes are minimum quantities of the food components that are required to be ser

Schedule B:

Old and New Infant Meal

	Old			New	
	0-3 months	4-7 months	8-11 months	0-5 months	6-11 months
Breakfast	4-6 fl oz breastmilk or formula	4-8 fl oz breastmilk or formula 0-3 tbsp infant cereal	6-8 fl oz breastmilk or formula 2-4 tbsp infant cereal 1-4 tbsp vegetable, fruit or both	4-6 fl oz breastmilk or formula	6-8 fl oz breastmilk or formula 0-4 tbsp infant cereal, meat, fish, poultry, whole eggs, cooked dry beans or peas; or 0-2 oz cheese; or 0-4 oz (volume) cottage cheese; or 0-8 oz yogurt; or a combination* 0-2 tbsp vegetable, fruit or both*
Lunch or Supper	4-6 fl oz breastmilk or formula	4-8 fl oz breastmilk or formula 0-3 tbsp infant cereal 0-3 tbsp vegetable, fruit or both	6-8 fl oz breastmilk or formula 2-4 tbsp infant cereal; and/or 1-4 tbsp meat, fish, poultry, egg yolk, cooked dry beans or peas; or ½-2 oz cheese; or 1-4 oz (volume) cottage cheese; or 1-4 oz (weight) cheese food or cheese spread; or a combination 1-4 tbsp vegetable, fruit or both	4-6 fl oz breastmilk or formula	6-8 fl oz breastmilk or formula 0-4 tbsp infant cereal, meat, fish, poultry, whole egg, cooked dry beans or peas; or 0-2 oz cheese; or 0-4 oz (volume) cottage cheese; or 0-8 oz yogurt; or a combination* 0-2 tbsp vegetable, fruit or both*
Snack	4-6 fl oz breastmilk or formula	4-6 fl oz breastmilk or formula	2-4 fl oz breastmilk, formula, or fruit juice 0-½ bread slice or 0-2 crackers	4-6 fl oz breastmilk or formula	2-4 fl oz breastmilk or formula 0-½ bread slice; or 0-2 crackers; or 0-4 tbsp infant cereal or ready-to-eat cereal* 0-2 tbsp vegetable, fruit or both*

*Required when infant is developmentally ready.
All serving sizes are minimum quantities of the food components that are required to be served

SCHEDULE C

October

SUPPER

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
			<p>2 Sandwich Sun butter Jelly Kit (Sliced) (V)-Celery</p> <p>Wrap Turkey Ranch-Carrots Baby</p> <p>Chicken Bites (DF) Corn-Ketchup</p>	<p>2 Sandwich Chicken Salad (DF) Carrots Baby</p> <p>Wrap Chicken Honey Mustard-Carrots Baby</p> <p>Pizza Cheese - Carrots Baby</p>
<p>5 Chicken Taco Trio-Corn</p> <p>Goldfish Cheddar-RF</p> <p>Crackers-String Cheese-Carrots Baby</p> <p>Sandwich Egg Salad (D) Carrots Baby</p>	<p>6 Sandwich Cheeseburger-Lettuce-Tomato</p> <p>Wrap Veggie SW-Broccoli</p> <p>Sandwich Sun butter Jelly Kit(Sliced)-Celery</p>	<p>7 Bread sticks-Mozzarella Stuffed-Marinara Sauce</p> <p>Salad Chicken Sesame</p> <p>Wrap Turkey Ranch-Carrots Baby</p>	<p>8 Pasta Spaghetti Meat balls (DF)-Carrots Coin</p> <p>Salad Taco Veggie</p> <p>Wrap Chicken Sesame (DF)</p> <p>Carrots Baby</p>	<p>9 Pizza Pepperoni-Broccoli</p> <p>Wrap Chicken Sesame (DF) Carrots Baby</p> <p>Salad Chef Veggie</p>
<p>12</p>	<p>13 Sandwich Cheese (V)-Carrots Baby</p> <p>Wrap Chicken Honey Mustard-Carrots Baby</p> <p>Paradea Pie Pizza (V)</p>	<p>14 Salad Chicken Caesar</p> <p>Taco Dippers Kit (V)</p> <p>Chicken Teriyaki (DF)-Broccoli</p>	<p>15 Sandwich Egg Salad (DF) (V)-Carrots Baby</p> <p>Salad Chicken Sesame (DF)</p> <p>Pasta Chicken Alfredo-Corn</p>	<p>16 Salad Chef Veggie (V)</p> <p>Wrap Chicken BBQ (DF)-Salad</p> <p>Hot Dog Pretzel Bun (DF)-Punch</p>
<p>19 Goldfish Cheddar (V)-RF</p> <p>Crackers-String Cheese-Punch</p> <p>Sandwich Sun butter Jelly Kit(Sliced) (V)-Celery</p> <p>Buniko Beef Bean (DF) -Salsa (New Spect)</p>	<p>20 Wrap Chicken Sesame (DF)-Carrots Baby</p> <p>Salad Taco Veggie (V)</p> <p>Pasta Zesty All Beef-Cut Corn</p>	<p>21 Sandwich Mighty Meaty</p> <p>Del. Combo-Carrots Baby</p> <p>Sar Sandwich Chicken Salad (DF) -Carrots Baby</p> <p>En-Jilada Cheese (V) -Co. 1</p>	<p>22 Wrap Veggie SW (V)-Broccoli</p> <p>Salad Chicken Caesar</p> <p>Chicken BBQ Shredded Plate-Juice</p>	<p>23 Sandwich Turkey Cheese Original-Broccoli</p> <p>Salad Chicken Sesame (DF)</p> <p>Pasta Spaghetti Meat balls (DF) -Carrots Coin</p>
<p>26 Goldfish Pretzel (V)-RF</p> <p>Crackers-Sun butter-Celery</p> <p>Sandwich Slider Chicken BBQ-Broccoli</p> <p>Chicken Bites (DF)-Corn-Ketchup</p>	<p>27 Salad Taco Veggie (V)</p> <p>Scoops Guacamole (V) -Bean Dip-Juice</p> <p>Sandwich Sloppy Joe (DF)-Celery</p>	<p>28 Sandwich Cheese (V)-Carrots Baby</p> <p>Salad Chicken Salad (V)-Carrots Baby</p> <p>Chicken Ranchero-Queso Bake-Corn</p>	<p>29 Salad Chicken Garden Ranch</p> <p>Sandwich Egg Salad (DF) (V)-Carrots Baby</p> <p>Burrito Bean Cheese-Salsa</p>	<p>30 Sandwich Chicken Salad (DF)-Carrots Baby</p> <p>Sandwich Slider Chicken BBQ-Broccoli</p> <p>Chicken BBQ-Cheese</p> <p>Rice-Greens-Beans</p>

SCHEDULE C

SNACK

October

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
			1 Honey Wheat Crackers RF-String Cheese Grahams Cinnamon	7 Educational Snacks-String Cheese Pizza Cracker-String Cheese
5 Grahams Honey Educational Snacks	5 Honey Wheat Crackers RF Goldfish Crackers Colors- String Cheese	7 Goldfish Pretzels-String Cheese Grahams Cinnamon	8 Goldfish Crackers Cheddar-String Cheese Sunflower Seeds	9 Goldfish Crackers Colors Honey Wheat Crackers RF-String Cheese
12	13 Educational Snacks String Cheese Grahams Honey	14 Goldfish Pretzels Honey Wheat Crackers RF-Sun Butter	15 Sunflower Seeds Goldfish Crackers Cheddar-String Cheese	16 Goldfish Crackers Colors- String Cheese Goldfish Pretzels
18 Goldfish Crackers Colors Honey Wheat Crackers RF-String Cheese	20 Goldfish Crackers Cheddar-String Cheese Educational Snacks	21 Educational Snacks-String Cheese Grahams Honey	22 Honey Wheat Crackers RF Goldfish Crackers Colors- String Cheese	23 Goldfish Pretzels-String Cheese Sunflower Seeds
26 Goldfish Pretzels Yogurt	27 Grahams Honey Educational Snacks-String Cheese	28 Goldfish Crackers Colors Goldfish Pretzels-String Cheese	29 Sunflower Seeds Honey Wheat Crackers RF	30 Goldfish Crackers Cheddar-String Cheese String Cheese

**SCHEDULE D FOOD PRODUCT SPECIFICATIONS
CHILD AND ADULT CARE
FOOD PROGRAM**

Attached are food product quality specifications and food packaging and delivery specifications which are to be used in conjunction with menus prepared for vended programs participating in the Child and Adult Care Food Program.

Product information is presented by "meal component" category. A publication available as a resource from FNS/USDA is Program Aid No. 1331, "Food Buying Guide for Child Nutrition Programs" which gives average yield information on over 600 food items. Copies of this document may be obtained upon request through the state agency.

Reference is made to "brand names" of known quality for some foods. Products of equal quality may be used in place of these brand names.

Fresh fruits are indicated for almost every meal. All fruit should be of proper ripeness for eating and free of excess bruises. Fruit must not be overripe. Seasonal availability may require some substitutions for indicated fresh fruit.

Bread/Bread Alternate and Cereal
Specifications

Rice Flake Cereal (ready to eat): Unsweetened, individual boxes, 3/4 cup each. Made of whole-grain or enriched or fortified cereal.

English Muffin: Made of whole-grain or enriched flour or meal. Weigh at least 40 grams or 1.4 ounces, and contains approximately 35 percent moisture.

Whole Wheat Bread: Ingredients -- enriched flour (both whole wheat and white in varying amounts), shortening, sugar, yeast, salt and water plus optional ingredients. "Enriched Bread" as labeled must contain thiamine, riboflavin, niacin and iron. This product will meet the "Standards of Identity" as defined by the Food and Drug Administration, DHEW in the Code of Federal Regulations, Title 21, Part 17. Each slice weighs at least 25 grams or 0.9 ounces and contains approximately 35 percent moisture.

Cornflakes: Individual boxes, 3/4 cup each. Made from cooked paste or pearled hominy, malt, sugar, and other seasonings. Select unsweetened cereal, made from whole-grain or enriched cereal.

Rye Bread: 2 slices -- whole-grain or enriched bread. Each slice weighs at least 25 grams or 0.9 ounces, and contains approximately 35 percent moisture.

Bagel: Made of whole-grain or enriched flour. Weigh at least 40 grams or 1.4 ounces and contain approximately 35 percent moisture.

Oat Flake Cereal (ready to eat): Unsweetened, individual boxes, 3/4 cup each. Made of whole-grain or enriched or fortified cereal.

Biscuit: Enriched all-purpose flour must contain thiamine, riboflavin, niacin, and iron. Weigh at least 25 grams or 0.9 ounces and contain approximately 35 percent moisture.

White Bread (enriched): 2 slices -- Made of flour, shortening, sugar, yeast, salt and water. Contain 62 percent total solids. "Enriched bread" must contain thiamine, riboflavin, niacin and

iron. This product will meet the "Standards of Identity" as defined by the Food and Drug Administration, DHEW, Code of Federal Regulations, Title 21, Part 17. Each slice weighs at least 25 grams or 0.9 ounces and contain approximately 35 percent moisture.

Blueberry Muffin: Made of whole-grain or enriched flour or meal. Weigh at least 40 grams or 1.4 ounces without blueberry, and contains approximately 35 percent moisture.

Raisin Bread: Optional ingredients may be added. Sweet dough containing eggs and higher quantities of sugar and fat than regular dough, may be used to make raisin buns. This product will meet the "Standards of Identity" as defined by the Food and Drug Administration, DHEW, Code of Federal Regulations, Title 21, Part 17. Weighs at least 25 grams or 0.9 ounces and contains approximately 35 percent moisture.

Hamburger Buns (Sesame Seed Buns): Rolls are made from the specific yeast dough of the breads described on page 31. Optional ingredients may be added. This product will meet the "Standards of Identity" as defined by the Food and Drug Administration, DHEW, as indicated in the Federal Code of Regulations, Title 21, Part 17. Weighs 40 grams or 1.4 ounces containing approximately 35 percent moisture.

Hard Rolls and Dinner Rolls (Soft): Must be made of whole-grain or enriched flour or meal. This product will meet the "Standards of Identity" as defined by the Food and Drug Administration, DHEW, as indicated in the Code of Federal Regulations, Title 21, Part 17. Should have a minimum weight of 40 grams or 1.4 ounces and contain approximately 35 percent moisture.

Fruit/Vegetable Specifications

Orange Juice: 100 percent, pasteurized, fresh, canned, or reconstituted to single strength from concentrate (either canned or frozen concentrate) sweetened or unsweetened U.S. Grade A.

Orange juice should have color typical of fresh squeezed juice and be free of browning or oxidation. Juice

should be practically free of defects, show no coagulation, having no noticeable seed particles, and have a normal flavor.

Celery Sticks: 4 sticks/each 3 inches long and 3/4 inch wide to equal 1/4 cup serving.

Bright, medium to light color. Fresh, firm, crisp branches. Free from noticeable blemishes or decay.

Carrot Sticks: 6 sticks/each 4 inches long x 1/2 inch wide to equal a 1/4 cup serving.

Select medium to small size roots which are well-shaped, smooth, solid and have good orange color. Carrots with considerable green color at the top require extra trimming. U.S. #1 carrots with 1 1/8 inch medium diameter.

Pineapple Juice: 100 percent juice, pasteurized, fresh, canned, or reconstituted to single strength from concentrate (either canned or frozen concentrates) sweetened or unsweetened U.S. Grade A.

Pineapple juice should have undiluted unfermented bright, light yellow to golden yellow color and be practically free of defects. Juice should have a distinct flavor and no coagulation of pulp.

Nectarine: 2 to 2 1/8 inches in diameter. One nectarine equals 1/2 cup serving (medium).

Rich color and plumpness. Firm with slight softening along the seam. Orange-yellow color between the red areas.

Apple Juice: 100 percent juice, pasteurized, fresh, canned, or reconstituted to single strength from concentrate (either canned or frozen concentrates) Clarified U.S. Grade A Fancy.

Bright, typical color. Free from apple pulp, seeds or other sediments.

Orange: One orange equals 1/2 cup serving (medium). Heavy, firm, well-colored, well-formed fruit with fine textured skins.

Orange-Grapefruit Juice: 100 percent, pasteurized, fresh, canned, or reconstituted to single strength from concentrate (either canned or frozen concentrates) U.S. Grade A.

Should have a good flavor and odor, bright, good color. Should not contain excessive amounts of pulp, seed particles or peel.

Apricots: Two apricots equal 1/2 cup serving.

Select apricots having a bright, plump and juicy appearance with a uniform golden-orange color. Ripe apricots

will yield to gentle pressure.

Raisins: Seedless, U.S. Grade A, small. Bulk 2 2/3 ounces = 1/2 cup, individual packages, 1 1/2 ounce = 1/4 cup fruit.

Similar varietal characteristics, good typical color, good flavor and development.

Tomato Slices: 6 x 7 size. Slice in 1/4 inch slices. Two slices = 1/4 cup.

Tomato Wedges: 5 x 6 size. 1/4 tomato = 1/4 cup.

Well-shaped, smooth, firm tomatoes, free from cracks, green or yellow sun-burned areas, blemishes and decay. Full red color and slight softening for immediate use.

Lettuce. Head: One piece = 1/4 cup. Lettuce. Leaf: One large leaf = 1/4 cup. Green color, fairly firm. Fresh outer leaves free from insects and noticeable discoloration or decay.

Orange-Pineapple Juice: 100 percent juice, pasteurized, fresh, canned, or reconstituted to single strength from concentrate (either canned or frozen concentrates). Sweetened or unsweetened U.S. Grade A.

Pineapple juice should have undiluted unfermented bright, light yellow to golden yellow color and be practically free of defects and orange juice should have color typical of fresh squeezed juice and be free of browning or oxidation.

Pickle: Large size -- 4 to 4 3/4 inches long. 1/2 pickle = 1/4 cup. Top quality cucumber pickles should be uniform in shape, almost cylindrical, with well-rounded ends, smooth and uniform color, and few defects that are obvious or objectionable.

Banana, petite: One banana equals 1/2 cup serving. Each banana approximately 1/4 lb.

Plump, firm bright colored fruit. Free from scars and bruises. For immediate use select solid yellow colored fruit, lightly flecked with brown.

Purple Plum: Two plums equal 1/2 cup serving.

Well formed fruit. Good color. Fairly firm to slightly soft state of ripeness. Fresh, bright appearance.

Tomato Juice: 100 percent juice, pasteurized, fresh, canned or reconstituted to single strength from concentrate (either canned or frozen concentrates) U.S. Grade A.

Tomato juice should have a color typical of well-ripened red tomatoes which have been properly prepared and processed. Juice should be practically free from defects, possess a good flavor, and have a fairly good consistency.

Peach: 2 1/8 inches diameter. One peach equals 1/2 cup (medium).

Select fruits with plenty of red blush and free from signs of decay. They should be firm, not hard, and the skin between the red area should have a yellowish cast rather than distinctly green.

Pear: 2 1/4 to 2 3/8 inches diameter. One pear equals 1/2 cup serving (medium).

Select well-formed, smooth fruits free from scars and skin punctures. Firm fruit will ripen on standing.

Apple: 2 1/2 inches diameter. One apple equals 1/2 cup (medium).

Select firm, crisp, well-colored apples. Flavor varies in apple and depends on the stage of maturity at time of picking. Immature apples lack color and are usually poor in flavor.

Tangerine: 2 3/8 inches in diameter. One tangerine equals 1/2 cup (medium).

Select fresh bright fruits, generally well-colored, well-shaped, fairly firm, moderately heavy, and free from decay. Those with dull, dried skins or which are puffy and light in weight may have shrunken and dried flesh.

Grapes: Seedless, 18 grapes equals 1/2 cup, with seeds 12 grapes = 1/2 cup.

Plump, firm, well-colored, fresh looking, firmly attached to stem. Green fruit. Stems green and pliable.

Grape Juice: 100 percent juice, concord sweetened or unsweetened, U.S. Grade A.

Juice should have a bright purple or reddish color, be free of pulp, skins, and tartrate crystals. It should have a distinct flavor.

Watermelon: Approximately 27 lbs. each. 1/64 wedge = 1/2 cup.

Meat/Meat Alternate Specifications

I. Meat Alternates

Eggs: Hard Boiled -- Prepared from eggs, fresh, large shell. U.S. Grade A -- Large. Uniform in size, clean, sound shell, free from foreign odors or flavors. Packed in standard commercial shipping containers with good used packing materials.

American Cheese: Pasteurized, Processed Cheese -- Processed cheese is a melted pasteurized blend of cheese and emulsifiers with or without added optional ingredients. Product must be USDA inspected processed cheese from a USDA approved plant. Product must conform to Standards of Identity, Code of Federal Regulations, Title 21 (Food and Drug Administration) Part 19.750.

Natural Cheddar Cheese: U.S. Grade A, aged 3-6 months. Not more than 39 percent moisture. Not less than 50 percent milk fat on the solid basis. Product must conform to Standards of Identity, Code of Federal Regulations, Title 21 (Food and Drug Administration) Part 19.500.

Peanut Butter: Smooth or chunky, U.S. Grade A (Skippy brand or equal). Peanut butter should have color that is medium brown to brown color toast. Peanut butter should be firmly set, smooth, pliable, and have good spreadability. Suitability seasoning and stabilizing ingredients may be added not in excess of 10 percent of the weight of the finished product. Product must conform to the Standard of Identity, Code of Federal Regulations, Title 21 (Food and Drug Administration) Part 46.1.

Nuts and Seeds: Peanuts, soy nuts, tree nuts such as walnuts and seeds that are nutritionally comparable to meat or other meat alternates. Nuts such as acorns, chestnuts and coconuts are not acceptable due to their extremely low protein and iron values.

2. Poultry Items

Fried Chicken: 2 ounces (edible) cooked meat equals one serving. Cooked, frozen U.S. Grade A (Holly Farms or equals), the batter/breading shall consist of a flour type base with other ingredients as needed to produce a desirable texture, flavor, and color. The finished product should be uniformly covered with batter and breading and have a uniform brown color, free from burnt areas. Product must conform to Standards of Identity, Code of Federal Regulations, Title 9, Chapter III (Animal and Plant Health Inspection Service) Part 381.166. Product shall be processed in its entirety in a plant operating under USDA's Animal and Plant Health Inspection Service (Meat and Poultry Inspection) and Agricultural Marketing Service (Poultry Grading Programs).

Chicken Roll: Empire poultry brand or equal. Form -- fully cooked. Recommended points for specifications: Processing -- chicken rolls purchased fresh or frozen should be processed in their entirety in a plant operating under USDA's Animal and Plant Health Inspection Service (Meat and Poultry Inspection) and Agricultural Marketing Service (Poultry Grading Programs). Product must conform to Standards of Identity, Code of Federal Regulations, Title 9, Chapter III (Animal and Plant Health Inspection Service) Part 381.159.

Turkey Roll: 1 1/2 ounces equals 1 ounce cooked lean meat. (Specification based on USDA purchased turkey rolls donated to schools or equal quantity). Form -- fully cooked. Grade -- process from U.S. Grade II or better quality. Processing -- turkey rolls purchased fresh or frozen should be processed in their entirety in a plant operating under USDA's Animal and Plant Health Inspection Service (Meat and Poultry Inspection) and Agricultural Marketing Service (Poultry Grading Programs). Product must conform to Standards of Identity, Code of Federal Regulations, Title 9, Chapter III (Animal and Plant Health Inspection Service) Part 381.159.

Turkey Ham: 1.4 ounces equals 1 ounce cooked lean meat. Specifications based on USDA, FSIS Standard as published in Vol. 44, No. 177, August 31, 1979. Product must conform to Standards of Identity, Code of Federal Regulations, Title 9, Chapter III (Animal and Plant Health Inspection Service) Part 381.17, Subpart P.

3. Meat Items

Corned Beef: 1 pound equals .42 pounds cooked lean meat (Shur-Tenda brand or equal) (restaurant quality). Fully cooked, prepared from USDA Grade good or better. Processing -- product must be processed in its entirety in a plant operating under USDA's Animal and Plant Health Inspection Service (Meat and Poultry Inspection). Product must conform to Standards of Identity, Code of Federal Regulations, Title 9, Chapter III (Animal and Plant Health Inspection Service) Part 319.100.

Roast Beef: Shur-Tenda brand or equal -- restaurant quality. Fully cooked, prepared from USDA Grade good or better. Processing -- product must be processed in its entirety in a plant operating under USDA's Animal and Plant Health Inspection Service (Meat and Poultry Inspection). Product must conform to Standards of Identity, Code of Federal Regulations, Title 9, Chapter III (Animal and Plant Health Inspection Service) Part 319.81.

Beef Bologna: Oscar Mayer brand or equal. Bologna is a smoked fully cooked sausage. The meat components consist of beef very finely comminuted and stuffed in artificial or natural casings. The interior out surface is smooth, fine-textured, light pink in background color, and

finely mottled with evenly distributed light to dark red flecks. Product must be processed in a plant operating under USDA's Meat Inspection Service. Product must conform to Standards of Identity, Code of Federal Regulations, Title 9, Chapter III (Animal and Plant Health Inspection Service) Part 319.180.

Cooked Beef Salami: Hebrew National brand or equal. Cooked beef salami is a smoked fully cooked sausage. The meat components consist of moderately coarse-cut beef and finely comminuted beef with finely comminuted beef heart meat included in some formulas. Seasoning includes garlic and peppercorns. Salami is stuffed in artificial casings and measures from 3.5 to 4.5 inches in diameter. The interior cut surface is moderately coarse in texture and light to dark reddish-brown in color. Product must be processed in a plant operating under USDA's Meat Inspection Service. Product must conform to Standards of Identity, Code of Federal Regulations, Title 9, Chapter III (Animal and Plant Health Inspection Service), Part 319.180.

Boiled Ham. Cured. Boneless: 1.2 ounces unheated meal equals 1 ounce lean meat. Hebrew National brand or equal. Selection No. 1 or Selection No. 2. The skinless, completely boneless, cured and smoked, fully cooked ham, must be prepared from the regular short shank ham. The cured pork must be derived from sound, well-trimmed wholesale market and fabricated cuts. Product must be processed in a plant operating under USDA's Meat Inspection Service. Product must conform to Standards of Identity, Code of Federal Regulations, Title 9, Chapter III (Animal and Plant Health Inspection Service) Part 319.104.

4. Fish Items

Tuna Fish: Fancy or solid. The can usually contain large piece chunks or firm flesh -- packed in oil or water. Grade -- Packed under Federal Inspection (PUF I). Tuna fish "salad" may be prepared by mixing tuna fish with relish and/or chopped vegetables such as celery and onions. Vegetable oil or mayonnaise may be used as a moistening agent to "bind" the salad. Mayonnaise or Salad Dressing must not be mixed into the salad. A separate portion pack of mayonnaise may be placed in the unitized lunch/supper meal if desired.

Specifications (Other Products)

Milk: All milk products used must meet Federal, State and Local requirements for fluid milk.

Butter: U.S.D.A. Grade A or better. Salted or Unsalted.

Margarine. Fortified: Product must conform to Standards of Identity, Code of Federal Regulations, Title (Food and Drug Administration) Part 45.1.

Yogurt: Plain, sweetened or flavored.

Jelly. Fruit portion packs minimum 1/2 ounce -- Kraft brand or equal. Products must conform to Standards of Identity, Code of Federal Regulations, Title 21 (Food and Drug Administration) Part 29.2.

Mayonnaise: Portion packs 1/3 ounce or more. Kraft brand or equal. Product must conform to Standards of Identity, Code of Federal Regulations, Title 21 (Food and Drug Administration) Part 25.1.

CHILD AND ADULT CARE FOOD PROGRAM

SAMPLE AGREEMENT BETWEEN FOOD VENDORS AND PARTICIPATING CACFP CENTERS/SPONSORS

These records must be reported promptly to the institution daily and/or monthly as applicable. The Vendor agrees to also retain records required under the preceding clause for three years after the end of the Fiscal Year to which they pertain (or longer, if an audit is in progress); and upon request, to make all accounts and records pertaining to the program available to representatives of the Child Care Institution, the Department of Education (DOE) – Child Nutrition Programs, the United States Department of Agriculture (USDA) – Food and Nutrition Service (FNS) and their representatives for audit or administrative review at a reasonable time and place.

SCOPE OF SERVICES:

- A. **ALL MEALS** furnished must meet or exceed USDA-CACFP Meal Pattern Schedule B (attached).
- B. **DELIVERY** of all foods must be in equipment appropriate for transport and maintenance of temperatures in keeping with DELAWARE PUBLIC HEALTH standards.
- C. **QUANTITIES** of foods delivered must be appropriate by portion size sufficient to serve all age groups of children at the center(s) in keeping with CACFP Meal Pattern Requirements.
- D. **VENDOR** shall furnish meals as ordered by the Child Care Center/Sponsor during the period of:

Beginning Date*	Ending Date*
January 1, 2020	December 31, 2021

- E. Meals shall be delivered with the following non-food items (list other services as required)**:
 - 1) Napkins
 - 2) Sporks
 - 3) Straws
 - 4) Trays
 - 5) Condiments (Mustard, Ketchup, etc.)
 - 6) Other Items***

CHILD AND ADULT CARE FOOD PROGRAM
AGREEMENT TO FURNISH FOOD SERVICE
CACFP INSTITUTION/FOOD VENDOR

THIS AGREEMENT is made and entered into by and between (Food Vendor) _____
and the (CACFP Institution) _____

WHEREAS the facilities of the (Institution) _____
are not adequate for preparing and serving meals to participants, while the facilities of the (Food Vendor)
_____ are adequate to serve meals to participants from the institution; the (Vendor) _____
_____ (name) agrees to supply meals (inclusive/exclusive) of milk to (Institution)

in the approximate quantities and at the rates listed herein:

Meal Type	Daily Quantity	Unit Price	Operating Days	Total Cost
Breakfast				
Supplement				
Lunch				
Supper				

It is further agreed that the (Vendor) _____,
pursuant to the provisions of the Child and Adult Care Food Program regulations, attached copy of
which is part of this agreement, will ensure that said meals meet the minimum requirements as to
nutritive value and content, and will maintain full and accurate records that the institution will need to
meet its responsibility including the following:

1. Menu records, including amount of food prepared.
2. Meals, including daily number of meals delivered by type.

These records must be reported to the institution promptly at the end of the month. _____
_____ (Vendor) agrees also to retain records required under the
preceding clause for a period of three years after the end of the fiscal year to which they pertain (or
longer, if an audit is in progress); and upon request, to make all accounts and records pertaining to the
program available to representatives of the institution, the administering agency, the Office of the
Inspector General or the General Accounting Office for audit or administrative review at a reasonable
time and place.

Scope of Services:

- A. All meals furnished must meet or exceed U.S. Department of Agriculture requirements set out in
Schedule B (attached).
- B. Vendor shall furnish meals as ordered by the CACFP Institution during the period of * _____
_____ to _____*.

C. Meals shall be delivered with the following non-food items:** _____

D. (List other Services required). _____

* Institution shall insert contract commencement date and expiration date.

** Institution shall list non-food items, e.g., condiments, napkins, plates. Institution shall insert non-food items that are necessary for the meal to be eaten.

This agreement shall be effective as of (date) _____. It may be terminated by notice in writing given by any party hereto to the other parties at least thirty (30) days prior to the date of termination.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the dates indicated below:

OFFICIAL

FACILITY OFFICIAL

TITLE

TITLE

DATE

DATE

PLEASE ATTACH SAMPLE MENUS FOR EACH MEAL TYPE

CHILD AND ADULT CARE FOOD PROGRAM

**BETWEEN
FOOD VENDORS AND PARTICIPATING CACFP CENTERS/SPONSORS**

This Agreement shall be effective as of _____(DATE). It may be terminated by notice in writing given by any party hereto to the other parties at least 30 days prior to the date of termination.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the dates indicated below:

_____ Name of Vendor Representative <i>(Type or Print)</i>	_____ Name of Child Center/Sponsor Representative <i>(Type or Print)</i>
_____ Signature of Vendor Representative	_____ Signature of Child Center/Sponsor Representative
Title: _____	Title: _____
Date: _____	Date: _____

PLEASE ATTACH SAMPLE MENUS FOR EACH MEAL TYPE

CHILD AND ADULT CARE FOOD PROGRAM

**BETWEEN
FOOD VENDORS AND PARTICIPATING CACFP CENTERS/SPONSORS**

AGREEMENT TO FURNISH MEAL SERVICE

This Agreement is made and entered into by and between:

NAME, ADDRESS AND PHONE NUMBER OF CACFP CENTER/SPONSOR
Wilmington Parks and Recreation Youth and Families Division 500 Wilmington Avenue Wilmington, Delaware 19801

WHEREAS, the facility(ies) of the CHILD CARE CENTER/SPONSOR noted above are not adequate for preparing and serving meals to children, while the facilities of the VENDOR

NAME, ADDRESS AND PHONE NUMBER OF CACFP CENTER/SPONSOR

are adequate to provide meals to the children enrolled at the institution; the VENDOR agrees to supply meals inclusive/exclusive of milk to the center(s) noted above in the approximate quantities and at the rates listed herein:

MEAL TYPE	DAILY QUANTITY	UNIT PRICE	OPERATING DAYS	TOTAL COST
Breakfast				
A.M. Snack				
Lunch				
P.M. Snack	1,200		191	
Supper	1,200		191	

It is further agreed that the vendor named herein, pursuant to the provisions of the Child and Adult Care Food Program regulations, attached copy that is part of this agreement, will ensure that said meals meet the minimum requirements as to the nutritive value and content, and will maintain full and accurate records that the institution will need to meet its responsibility including the following:

1. **MENU RECORDS**, including daily menus items served as required by the CACFP Meal Pattern.
2. **MEALS**, including daily number of meals delivered by type (i.e. breakfast, lunch snack and/or supper).

PROPOSAL FORM

DATE: _____

CONTRACT: 21023PR

Attached hereto is a bid bond in the amount of _____ dollars and _____ cents.

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, the item(s) listed below to the City of Wilmington, Parks and Recreation (various locations), Wilmington, Delaware 19801.

<u>Item</u>	<u>Approximate Quantity</u>	<u># of Days</u>	<u>Description</u>	<u>Unit Price</u>	<u>Price</u>
1	1,200	191	Supper/Dinner	\$ _____	\$ _____
2	1,200	191	Snacks	\$ _____	\$ _____
GRAND TOTAL					\$ _____

Location of Bidders' Preparation Facility: _____

- List of Equipment:
1. Convection Ovens
 2. Freezer
 3. Carts
 4. Racks
 5. Adequate Refrigeration Units

FIRM: _____
Corporation, Partnership, Individual

PER: _____
Name (Typed or Printed)

TITLE: _____

ADDRESS: _____

PHONE: _____

FAX: _____

EMAIL: _____

FEDERAL I.D.: _____

CONSENT OF SURETY

DATE: _____

TO: _____

Gentlemen:

We, the _____

(Surety Company's Address)

_____ a Surety Company authorized to do 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



Table of Contents

- A. Cost Proposal**
- B. Financial Capability**
- C. Menus**
- D. Experience & References**
- E. Organization, Staffing & Administration**
- F. Physical Plant, Equipment & Delivery Capabilities**
- G. Sanitation & Safety**





Cost Proposal

Lintons Food Service Management has prepared the following cost proposal based upon the experience we have serving programs of similar size and scope as The City of Wilmington Department of Parks & Recreation. Lintons understands the importance of providing a program that provides optimum quality while being fiscally responsible. Each program Lintons serves is unique and our efforts will be personalized to meet The City of Wilmington Department of Parks & Recreation's needs.

In this section:

- Introduction
- Required Documents
- Cost Documentation
- Bid Bond & Consent of Surety



INTRODUCTION

Lintons Food Service Management has:

- The experience and expertise that is needed, with existing meal service center management and our corporate staff, to adjust to the changing needs of The City of Wilmington Department of Parks & Recreation
- The experience with CACFP regulations and menu patterns
- The expertise of delivering daily meals on time and at proper temperatures
- Established vendor relationships, providing all items necessary to meet and/or exceed existing requirements
- Maintained high standards of sanitation through in-house training
- Provided meals and menus that appeal to the cultural food preferences and special diet needs of your participants
- Established relationships with site RD/directors
- An exemplary history of service to institutions in food and foodservice management
- Provided meals meeting and/or exceeding The City of Wilmington Department of Parks & Recreation program requirements



REQUIRED DOCUMENTATION

SECTION A-IFB/CACFP FORM

SECTION A

IFB/CHILD AND ADULT CARE FOOD PROGRAM

IFB/ Number 21023 PR CACFP (Formal Advertising Only)
 Issued by (Institution): Bid Opening:
 Name City of Wilmington, Parks & Recreation Date 12-8-20 Time 3:00 pm
 Address _____ Issued Date 11-19-20
 City, State, Zip Wilmington, DE 19801
 Telephone Number (302) 576-3810

Contract Commencement Date: 1-1-2021
 Contract Expiration Date: 12-31-2021
 Total Estimated Amount: \$756,360.00
 Prompt Payment Discount: _____ % for payment within _____ days.

Name of Company Street Address 10 Sentry Parkway Suite 110
 City, State, Zip Blue Bell, PA 19422
 Telephone Number 610-277-9767

Signature of Authorized Representative *David A. Powell*
 Title VP of Operations Date 12/7/2020

This document contains an IFB/ for the furnishing of meals (unitized if applicable) to be served to children participating in the Child and Adult Care Food Program established by the United States Department of Agriculture (7 CFR Part 226) and sets forth the terms and conditions applicable to the proposed procurement. Upon acceptance, this document shall constitute the contract between the company making the proposal and the Institution named above.

ACCEPTANCE

Contract Number _____ Institution Name _____
 Date _____ Signature of Institution Representative _____
 Title _____

Note: By submission of the proposal, the company certifies that, in the event they receive an award under this solicitation, they shall operate in accordance with the applicable, current program regulations.

PROPOSAL FORM

DATE: 12/8/2020

CONTRACT: 21023PR

Attached hereto is a bid bond in the amount of seven hundred and seventy thousand dollars and zero cents.

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, the item(s) listed below to the City of Wilmington, Parks and Recreation (various locations), Wilmington, Delaware 19801.

<u>Item</u>	<u>Approximate Quantity</u>	<u># of Days</u>	<u>Description</u>	<u>Unit Price</u>	<u>Price</u>
1	1,200	191	Supper/Dinner	\$ 2.40	\$ 550,080.00 ✓
2	1,200	191	Snacks	\$.90	\$ 206,280.00 ✓
GRAND TOTAL					\$ 756,360.00 ✓

Location of Bidders' Preparation Facility: 1580 Huddel Ave.

Linwood PA 19061

- List of Equipment:
1. Convection Ovens
 2. Freezer
 3. Carts
 4. Racks
 5. Adequate Refrigeration Units

FIRM: Food Management Services TA Lintons Food Service Management Corporation. Partnership, Individual

PER: David Powell
Name (Typed or Printed)

TITLE: Vice President of Operations

ADDRESS: 10 Sentry Parkway, Suite 110 Blue Bell, PA 19422

PHONE: 610-277-9767

FAX: 610-277-9710

EMAIL: dpowell@lintons1.com

FEDERAL I.D.: 23-2169644

DEPARTMENT OF EDUCATION CACFP INVITATION TO BID

**DEPARTMENT OF EDUCATION
CHILD AND ADULT CARE FOOD PROGRAM
INVITATION TO BID**

DATE: 12-7-2020

Attached hereto is a bid bond in the amount of seven hundred and seventy thousand dollars and zero cents.

We, the undersigned, hereby agree to furnish and deliver, per specifications, the item(s) listed below to the: City of Wilmington Parks & Recreation Department

Item	Approximate Quantity	# of Days	Description	Unit Price	Price
Dinner	1,200	191	CACFP	\$ 2.40	\$ 550,080.00
Snack	1,200	191	CACFP	\$.90	\$ 206,280.00
			GRAND TOTAL		\$756,360.00

Location of Bidders' Preparation Facility: 1580 Huddel Ave
Linwood, PA 19061

FIRM: Food Management ServicesTA Lintons Food Service Management Corporation, Partnership, Individual
PER: David Powell
Name (Typed or Printed)
TITLE: VP Of Operations
ADDRESS: 10 Sentry Parkway, Suite 110 Blue Bell, PA 19422
FAX: 610-277-9710
FEDERAL I.D. 23-2169644

ADDENDUM 1
Contract 21023PR
Child and Adult Care Food Program



response to questions and comments that have been received we offer the following updates and arifications. Note that only questions that were determined to be relevant have been addressed.

1. What was the average daily meals and snacks delivered in 2020? **1,100**
2. How many times in 2020 was an alternate site used to deliver meals? **Less than six**
3. When/may we do site visits as required in the General Conditions? **A facility visit can be scheduled upon emailed request to Victoria Fuentescox, vfuentescox@wilmingtonde.gov**
4. Scope of services #7 – do meals need to be broken out by site? **No, the COW personnel break out by site**
5. Will the provider be required to delivery to sites other than the Central Depot? **No** If yes, could you please supply a list of what sites and how many meals at each site?
6. Does sponsor have adequate equipment for storage and heating of product or is successful bidder required to supply the needed equipment? If equipment is needed, could you please supply a list of the needed equipment? **Equipment list can be found in the Scope of Services section of the IFB**
7. Is the hot food required to be delivered hot, or is it going to be re-heated at the sites by the sponsor? **No**. How are special diets handled? **Yes, on occasion a site will notify of allergy i.e., dairy free, and we accommodate upon request**. How many, what types currently or expected, and how is this information communicated to the contractor? **COW communicates directly with the vendor to supply special diet requests which are made on rare occasion, in the last 12 months we had 1 meal requested.**
8. Are invoices to be by site or amount delivered to the Central Depot? **Invoices are emailed to COW by amount on a monthly basis**
9. Will a 100% Performance Bond be required? **Yes**



10. Who is the current vendor? **Revolution Foods**
11. Is this the current bid period? **Yes**
12. What is the current price per meal and snack? **2.39 for dinner; .79 for snack**
13. In regard to your supper menu, will you require a 3-choice menu similar to the one in Schedule C? **Yes, We are requesting at least two options for hot meals and one cold options for dinner menu items**
14. Would you be requesting a sample menu item delivered as part of our response? **No**
15. It states that your delivery window is from 12pm-1pm daily. Is there any flexibility with that window? **Yes, for day ahead meals**
16. Can we request changes for 48 hours rather than 24 hours' notice? **No time does not allow much flexibility in this area. We generally notify as soon as we are informed**
17. Would you be interested in a cold supper kit that would contain 5 suppers at one time for one-time distribution? **Yes, pending USDA waivers for COVID allow, however this would be in conjunction with unitized meals not the exception**

ALL OTHER PROVISIONS OF THIS SOLICITATION REMAIN THE SAME.

Issued 2 December 2020 by the
Procurement and Records Division, Department of Finance
Louis L. Redding City County Building, 800 French Street
Wilmington, DE 19801

BID BOND AND CONSENT OF SURETY FORM

 **AIA Document A310™ – 2010**

Bid Bond

CONTRACTOR:
(Name, legal status and address)
 Food Management Services, Inc. T/A Lintons
 10 Sentry Parkway East, Suite 110
 Blue Bell, PA 19422

SURETY:
(Name, legal status and principal place of business)
 Aegis Security Insurance Company
 4507 North Front Street, Suite 200
 P.O. Box 3153
 Harrisburg, PA 17110

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

OWNER:
(Name, legal status and address)
 City of Wilmington
 800 North French Street
 Wilmington, DE 19801

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Ten Percent (10%) of the Bid

PROJECT:
(Name, location or address, and Project number, if any)
 Bid for City Contract 21023PR - Child and Adult Care Food Program

Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 8th day of December 2020


 (Witness)

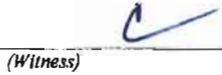
Food Management Services, Inc. T/A Lintons

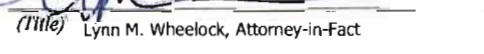
 (Principal) (Seal)


 (Title)

Aegis Security Insurance Company

 (Surety) (Seal)


 (Witness)


 (Title) Lynn M. Wheelock, Attorney-in-Fact

AIA Document A310™ – 2010. Copyright © 1983, 1970 and 2010 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.



CONSENT OF SURETY

DATE: 12/08/2020

TO: City of Wilmington
800 North French Street
Wilmington, DE 19801

Gentlemen:

We, the Aegis Security Insurance Company
4507 North Front Street, Suite 200, P.O. Box 3153, Harrisburg, PA 17110
(Surety Company's Address)

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

Food Management Services, Inc. T/A Lintons
(Contractor)
10 Sentry Parkway East, Suite 110 Blue Bell, PA 19422
(Address)

is awarded Contract 21023PR. We will write the required Performance and/or Labor and Materials
Bond required by Paragraph 6 of the Instructions to Bidders.

Aegis Security Insurance Company
Surety Company

BY: 
Attorney-in-Fact - Lynn M. Wheelock

COST DOCUMENTATION

COST PROPOSAL

Lintons Food Service Management has prepared the following Cost Proposal based upon the experience we have serving programs of a similar size and scope as The City of Wilmington Department of Parks & Recreation. Each program Lintons serves is unique and our efforts will be to personalize the program of The City of Wilmington Department of Parks & Recreation. Lintons will provide a food service program to The City of Wilmington Department of Parks & Recreation that meets all the necessary CACFP requirements.

The required documents contain pricing based on the menus provided by the City of Wilmington. The program will consist of fresh, refrigerated, ready-to-heat, unitized meals and snacks.

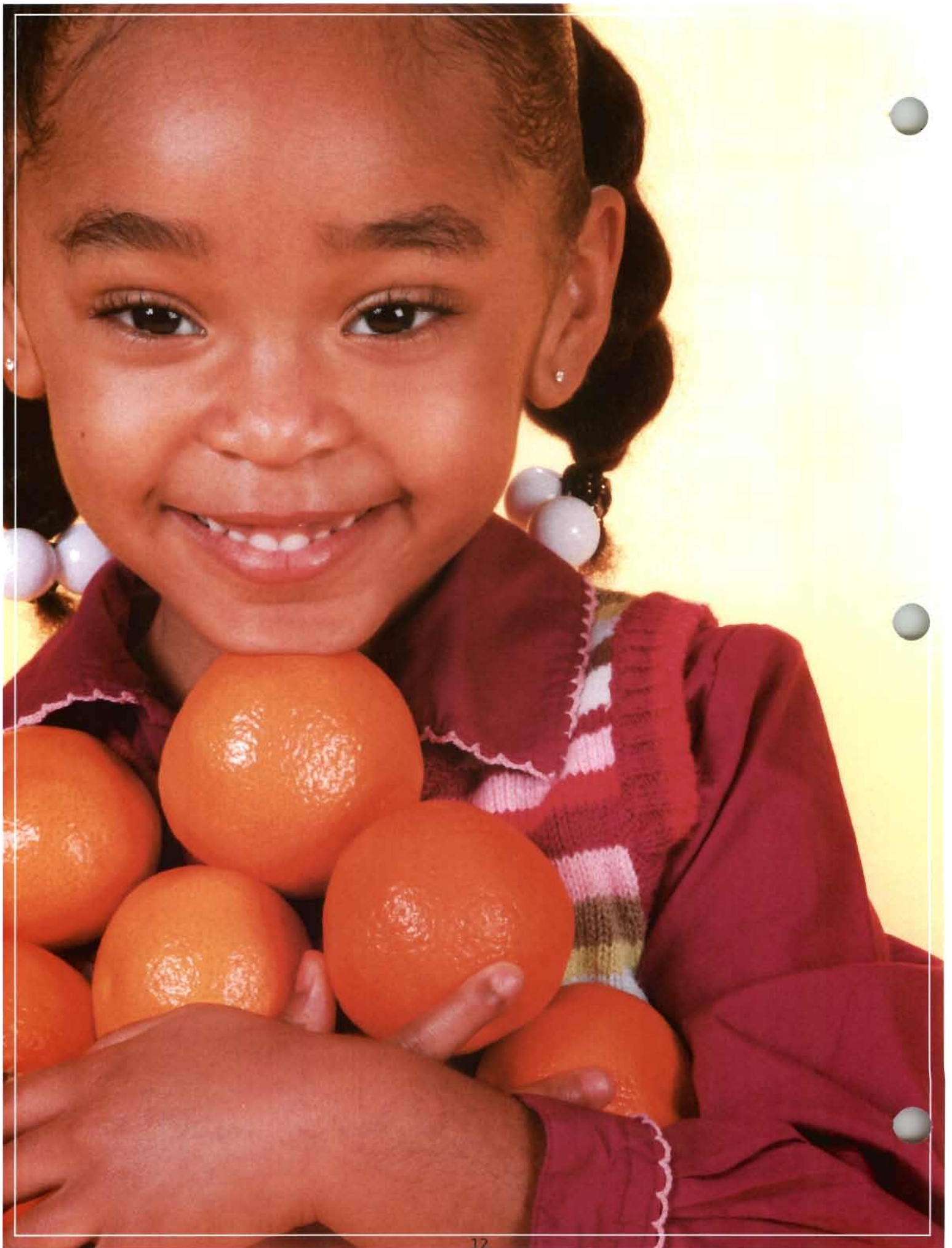
Lintons proposed price per meal/snack for The City of Wilmington Department of Parks & Recreation At-Risk After School Supper Program is:

SUPPER/DINNER	\$2.40
SNACK	\$.90

Included in the Cost Proposal are the following items:

- Milk
- Safe transportation containers
- Pick-up or return of transportation containers
- Cleaning of transportation containers
- Condiments, as needed for the meal
- Utensils







Financial Capability

Lintons Food Service Management has been serving the community since 1890. Our personalized service programs have allowed us the opportunity to maintain a 97% client retention rate for the past 16 years. In that time, Lintons has exhibited fiscal integrity and a solid foundation to continue to meet contractual obligations. Lintons maintains a line of credit with Fulton Bank that is sufficient to fund any need that we may have with regard to this contract and the fiscal stability and sound business practices to confidently serve the City of Wilmington Department of Parks & Recreation.

In this section:

- Financial Stability Statement
- Accounting Firm Relationship Letter
- Bank Letter & Reference
- Sample Certificate of Insurance

WHAT SETS LINTONS APART FROM THE COMPETITION?

- Our people — they speak with pride about Lintons and are dedicated to our clients and those we serve
- Our ability to provide products and services to our clients in a personalized, cost-efficient system
- Our use of well-developed systems and procedures to assure all applicable regulations are exceeded
- We never stop innovating!



FINANCIAL STABILITY STATEMENT

Company Overview

As a Top 50 Contract Food Service Company, Lintons to exceed the expectations of our clients while maintaining the flexibility to offer solutions when the needs arise. Managing the nutritional aspects for our clients requires an appreciation of today's environment and its ever-changing regulations and challenges. Lintons services facilities in the following sectors: Healthcare, K-12 Education, Juvenile Residential Childcare Institutions, Community Corrections, Early Learning Centers, and Rehabilitation Services.

Principal

Christopher J. Dunton, Owner

Christopher has 30 years of experience with numerous completed contracts to his credit. This experience has enabled the company to grow since his ownership, demonstrating the commitment and service values that allow Lintons to be large enough to serve, but small enough to care.

Key Services

- Clinical Nutrition Management
- Food Service Management
- Food Service Delivery

Demographics

PA, DE, MD, FL, AL

Naics Code / Sic Code

722310 / Food Service Contractor

Sic Codes

5812 / Eating Places

Company Designations

Registered Company Name:

Food Management Services, Inc.

DBA: Lintons Food Service Management

Year incorporated: 1981

State of Incorporation: Pennsylvania

Corporation Type: S Corporation

Certified Public Accountant

Lintons has engaged Kreischer Miller for attestation and tax services since 2005. Kreischer Miller is a leading independent accounting, tax, and advisory firm that serves the greater Philadelphia and Lehigh Valley areas. Reviewed financial statements are prepared and presented in accordance with the generally accepted accounting principles and Lintons accounts for all transactions on the accrual method of accounting for financial reporting purposes.

ACCOUNTING SOFTWARE

Lintons follows best practices and utilizes a leader in the accounting software industry Sage 50 Accounting Software. We utilize real time data to produce monthly financial statements, including balance sheets, statement of income, retained earnings, and statements of cash flow.

ACCOUNTING FIRM RELATIONSHIP LETTER

**Kreischer
Miller**

100 Witmer Road, Suite 350, Horsham, PA 19044-2369

215-441-4600 • fax: 215-672-8224 • www.kmco.com

PEOPLE | IDEAS | SOLUTIONS

Lintons Food Service Management
4 Sentry Parkway East
Suite 100
Bluebell, PA 19422

RE: Lintons Food Service Management, Inc.

To Whom It May Concern:

I am writing at the request of Lintons Food Service Management, Inc. (Company) and Christopher J. Dunton, sole shareholder and President (Owner) of the Company. Please be advised that Kreischer Miller (Firm) has served as the certified public accountants for the Company and Owner since 2005. At all times, our Firm has maintained its independence with respect to the Company and Owner as prescribed under professional standards.

The purpose of this letter is to confirm that our firm has performed attestation services for the Company and prepared the Company's tax returns which were filed with the federal, state and local tax authorities from 2005 to the present. The financial statements provided during this time period were issued with no material modifications or qualifications for them to be in conformity with generally accepted accounting principles (GAAP), as described in our Independent Accountants' Report.

The Company is not a publicly traded entity and the financial information remains in confidence with accounting personnel and the Owner of the Company. In connection with our attestation services during the period 2005 to present, nothing came to our attention that caused us to believe the Company failed to comply with terms, covenants, provisions or conditions of any loan agreements with their financial institution insofar as they relate to accounting matters. Additionally, the internal projections of the Company for future years indicate continued positive results

Respectfully submitted,



Robert S. Olszewski, CPA
Director

RSO:dmr



BANK LETTER & REFERENCE

Fulton Bank

LISTENING IS JUST THE BEGINNING.®

Food Management Services, Inc.
T/A Lintons Food Service Management
10 Sentry Parkway
Suite 110
Blue Bell, PA 19422

Dear Christopher Dunton,

It has been a pleasure to work with you and your organization. Lintons is a relationship oriented company that complements Fulton Bank's customer service business model. Currently with Fulton Bank your organization has a significant deposit relationship as well as a \$4,100,000 working capital line of credit. All accounts have been handled as agreed since the account openings in July of 2017. Based on your rich history, excellent track record, and financial strength we look forward to expanding our business relationship in the very near future.

Your organization and staff is a pleasure to work with and a valued client of Fulton Bank.

Sincerely,

Thomas J. Smith
Vice President
Sr. Relationship Manager
Fulton Bank, N.A.

SAMPLE CERTIFICATE OF INSURANCE

ACORD®		CERTIFICATE OF LIABILITY INSURANCE	12/8/2020			
<p>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.</p> <p>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).</p>						
PRODUCER Robert F Greenwood Assoc., Inc. PO Box 8002 Radnor, PA 19087-8002		CONTACT NAME: Dan Greenwood PHONE (A/C, No, Ext): (610)687-3830 FAX (A/C, No): (610)687-9548 E-MAIL ADDRESS: robertgreenwood@verizon.net				
INSURED Food Management Services, Inc. dba Lintons Food Management Services 10 Sentry Parkway, Ste 110 Blue Bell, PA 19422		INSURER(S) AFFORDING COVERAGE				
		INSURER A: American Fire & Casualty Company NAIC # 24066				
		INSURER B: West American Insurance Company 44393				
		INSURER C: The Ohio Casualty Insurance Company 24074				
		INSURER D: Redwood Fire & Casualty Insurance Company 11673				
		INSURER E: Landmark American Insurance Company 27960				
COVERAGES		CERTIFICATE NUMBER:				
REVISION NUMBER:						
<p>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.</p>						
INSR LTR	TYPE OF INSURANCE	ADOL SUBR (INSR, VWD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER		BKA55179734	06/27/20	06/27/21	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/PROP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		BAW55179734	06/27/20	06/27/21	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED. RETENTION \$		USO55179734	06/27/20	06/27/21	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
D	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	FOWC909447	06/27/20	06/27/21	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)						
Evidence of Insurance only for Proposal purposes"						
CERTIFICATE HOLDER				CANCELLATION		
SAMPLE CERTIFICATE				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		



Menus

Menus are developed specifically for the participants of The City of Wilmington Parks & Recreation At-Risk After School Supper Program. Lintons' culinary experts determine which meals will appeal to participants, encompassing local ingredients and the best dishes in delivering meals. Lintons has based all pricing on the menus provide in the IFB.

In this section:

- Sample Menus
- Schedule B

SAMPLE MENU

Lintons Food Service Management has developed the sample monthly menus on the following pages for The City of Wilmington Parks & Recreation At-Risk After School Supper Program. These menus were developed using the information communicated by The City of Wilmington and with the experience we have in serving programs of similar populations. Lintons will utilize the menus provided in the IFB until such authorization can be obtained to utilize additional menus. Meals will be prepared in accordance to the Child and Adult Meal Pattern provided in Schedule B following the menus below.

Lintons utilizes only the freshest ingredients and highest quality products and strives to produce all meals, whenever possible, from scratch. If the program desires to use menus created by Lintons, we will provide a finalized monthly menu in advance of the monthly meal service to be determined by The City of Wilmington Parks & Recreation At-Risk After School Supper Program.



Supper Menu

Supper Menu		OCTOBER			
Monday	Tuesday	Wednesday	Thursday	Friday	
			1 WG Chicken Nuggets, Mixed Vegetable Swedish Meatballs, WG Noodles, Mixed Vegetable Tuna Salad, WG Bun, Tomato Salad	2 Cheeseburger, WG Bun, Broccoli WG Pizza Crunchers, Broccoli Grilled Chicken WG Wrap, Cole Slaw	
3 T. Ham & Cheese WG Pretzel Melt, Green Beans Chicken Parm WG Melt, Green Beans Chicken Caesar WG Wrap, Potato Salad	4 WG Grilled Cheese, Mixed Vegetable WG Fish Nuggets, Mixed Vegetable Egg Salad on WG Bun, Carrots, Ranch	5 Rice & Beans, Toasted Spanish Cauliflower WG Lasagna, Cauliflower Cold Sesame WG Noodles w/ Diced Chicken, Chopped Broccoli Salad	6 Sweet N Sour Chicken, Brown Rice, Carrots Fish Sticks, Brown Rice & Carrots Chicken Salad, WG Bun, Cucumber	7 Chicken Steak, WG Roll, Waffle Fries Sloppy Joe, WG Bun, Waffle fries Chef Salad	
8 Meatloaf w/ Gravy, Brown Rice, Peas & Carrots Turkey, T. Bacon & Ranch WG Pretzel Melt, Peas & Carrots Turkey Ham & Cheese, Celery Sticks, Cucumbers, Ranch	9 WG Chicken Nuggets, Vegetarian Baked Beans Turkey Burger, WG Bun, Vegetarian Baked Beans Turkey & Cheese, Carrots, Ranch	10 Taco Bake, Fietsa Corn Salsa & Tortilla Chips Chicken Fajitas, Fietsa Corn Salsa & Tortilla Chips Pizza Lunchable - WG Flatbread, Sauce, Mozz Cheese & Turkey Pepperoni, Celery Stix, Ranch	11 Cheeseburger, WG Bun, Waffle Fries WG Pizza Crunchers, Waffle Fries Chicken Caesar Salad	12 Salisbury Steak w/ Gravy, Mashd Potatoes, WG Roll Grilled Chicken w/ Gravy, Mashd Potatoes, WG Roll Beef Bologna & Cheese, Potato Salad	
13 Chicken Alfredo, Broccoli WG Fish Nuggets, Broccoli Grilled Chicken WG Wrap, Cole Slaw	14 Orange Chicken, Rice, Vegetable Egg Roll WG Grilled Cheese, Mixed Vegetable WOW Butter & Jelly, WG Crackers, Cucumbers, Ranch	15 Chili w/ Beans, WG Biscuit, Corn BBQ Pulled Turkey, WG Bun, Corn Chicken Salad, Carrot Raisin Salad	16 Roast Turkey w/ Gravy, Mashed Potatoes, WG Roll Baked T. Ham, Mashed Potatoes, WG Roll Asian Chicken WG Wrap - Diced Shredd Cabbage, Shred Carrots,	17 Fish Patty, WG Mac & Cheese, Stewed Tomatoes Baked Chicken, WG Mac & Cheese, Stewed Tomatoes Turkey Cobb Salad	
18 Popcorn Chicken & WG Waffles, Diced Potatoes WG French Toast Sticks, T. Sausage, Diced Potatoes WOW Butter & Jelly, WG Crackers, Cucumbers, Ranch	19 WG Pasta w/ Meatballs, Parmesan Broccoli BBQ Beef Riblet/ WG Bun, Parmesan Broccoli Turkey & Cheese, Cole Slaw	20 Cheesesteak, WG Roll, Sweet Potato Fries Chicken Patty/ WG Bun, Sweet Potato Fries Turkey Ham & Cheese, Celery Sticks, Ranch	21 WG Grilled Cheese, Green beans WG Chicken Tenders, Green Beans Egg Salad on WG Bun, Carrots, Ranch	22 T. Ham & Cheese WG Pretzel Melt, Carrots Turkey Burger, WG Bun, Carrots Lintons Lunchable Turkey Ham, Turkey, Cheese WG Crax, Sliced Zucchini, Ranch	

Fruit & Milk served with all Supper Meals
 ND: Soy Milk
 NE: Unflavored 1% Milk
 Age 2+: Unflavored 1%
 17: Unflavored 1% Milk
 Age 1-2: Unflavored Whole Milk


 Food Service Management

Snack Menu



Snack Menu

OCTOBER

Monday		Tuesday		Wednesday		Thursday		Friday	
28		29		30		1	Pretzels 100% Grape Juice	2	Cheddar Cheese Stick WG Crackers
5	Teddy Grahams Milk	6	Salsa Tortilla Chips	7	WG Goldfish 100% Mixed Fruit Juice	8	WG Yogurt Chex Mix 100% Orange Juice	9	WG Animal Crackers Milk
12	WG Cheddar Chex Mix 100% Apple Juice	13	Goldfish Pretzels 100% Grape Juice	14	Graham Crackers Milk	15	String Cheese Stick WG Crackers	16	WG Cheez-Its 100% Apple Juice
19	WG Graham Crax Milk	20	Yogurt Diced Peaches	21	Pretzels 100% Grape Juice	22	Cheddar Cheese Stick WG Crackers	23	Teddy Grahams Milk
26	Salsa Tortilla Chips	27	WG Goldfish 100% Mixed Fruit Juice	28	WG Yogurt Chex Mix 100% Orange Juice	29	WG Animal Crackers Milk	30	WG Cheddar Chex Mix 100% Apple Juice



LINTONS
Food Service Management

This institution is an equal opportunity provider.

SCHEDULE B

Old and New Child & Adult Menu Pattern



Breakfast Meal Patterns

	Ages 1-2		Ages 3-5		Ages 6-12 & 13-18		Adults	
	Old	New	Old	New	Old	New	Old	New
Milk	½ cup	½ cup	¾ cup	¾ cup	1 cup	1 cup	1 cup	1 cup
Vegetables, fruit, or both	¼ cup	¼ cup	½ cup	½ cup	½ cup	½ cup	½ cup	½ cup
Grains	½ serving	½ oz eq*	½ serving	½ oz eq*	1 serving	1 oz eq*	2 servings	2 oz eq*

*Meat and meat alternates may be used to substitute the entire grains component a maximum of three times per week.
Oz eq = ounce equivalents

Lunch and Supper Meal Patterns

	Ages 1-2		Ages 3-5		Ages 6-12 & 13-18		Adults	
	Old	New	Old	New	Old	New	Old	New
Milk	½ cup	½ cup	¾ cup	¾ cup	1 cup	1 cup	1 cup	1 cup*
Meat and meat alternates	1 oz	1 oz	1 ½ oz	1 ½ oz	2 oz	2 oz	2 oz	2 oz
Vegetables	¼ cup	⅝ cup	½ cup	¾ cup	¾ cup	½ cup	1 cup	½ cup
Fruit		⅝ cup		¾ cup		½ cup		
Grains	½ serving	½ oz eq	½ serving	½ oz eq	1 serving	1 oz eq	2 servings	2 oz eq

*A serving of milk is not required at supper meals for adults
Oz eq = ounce equivalents

Snack Meal Pattern

	Ages 1-2		Ages 3-5		Ages 6-12 & 13-18		Adults	
	Old	New	Old	New	Old	New	Old	New
Milk	½ cup	½ cup	½ cup	½ cup	1 cup	1 cup	1 cup	1 cup
Meat and meat alternates	½ oz	½ oz	½ oz	½ oz	1 oz	1 oz	1 oz	1 oz
Vegetables	¼ cup	½ cup	½ cup	½ cup	¾ cup	¾ cup	½ cup	½ cup
Fruit		½ cup		½ cup		¾ cup		½ cup
Grains	½ serving	½ oz eq	½ serving	½ oz eq	1 serving	1 oz eq	1 serving	1 oz eq

Select 2 of the 5 components for snack.
Oz eq = ounce equivalents

Note: All serving sizes are minimum quantities of the food components that are required to be ser

Old and New Child & Adult Menu Pattern- Infant

	Old			New	
	0-3 months	4-7 months	8-11 months	0-5 months	6-11 months
Breakfast	4-6 fl oz breastmilk or formula	4-8 fl oz breastmilk or formula 0-3 tbsp infant cereal	6-8 fl oz breastmilk or formula 2-4 tbsp infant cereal 1-4 tbsp vegetable, fruit or both	4-6 fl oz breastmilk or formula	6-8 fl oz breastmilk or formula 0-4 tbsp infant cereal, meat, fish, poultry, whole eggs, cooked dry beans or peas; or 0-2 oz cheese; or 0-4 oz (volume) cottage cheese; or 0-8 oz yogurt; or a combination* 0-2 tbsp vegetable, fruit or both*
Lunch or Supper	4-6 fl oz breastmilk or formula	4-8 fl oz breastmilk or formula 0-3 tbsp infant cereal 0-3 tbsp vegetable, fruit or both	6-8 fl oz breastmilk or formula 2-4 tbsp infant cereal; and/or 1-4 tbsp meat, fish, poultry, egg yolk, cooked dry beans or peas; or ½-2 oz cheese; or 1-4 oz (volume) cottage cheese; or 1-4 oz (weight) cheese food or cheese spread; or a combination 1-4 tbsp vegetable, fruit or both	4-6 fl oz breastmilk or formula	6-8 fl oz breastmilk or formula 0-4 tbsp infant cereal, meat, fish, poultry, whole egg, cooked dry beans or peas; or 0-2 oz cheese; or 0-4 oz (volume) cottage cheese; or 0-8 oz yogurt; or a combination* 0-2 tbsp vegetable, fruit or both*
Snack	4-6 fl oz breastmilk or formula	4-6 fl oz breastmilk or formula	2-4 fl oz breastmilk, formula, or fruit juice 0-½ bread slice or 0-2 crackers	4-6 fl oz breastmilk or formula	2-4 fl oz breastmilk or formula 0-½ bread slice; or 0-2 crackers; or 0-4 tbsp infant cereal or ready-to-eat cereal* 0-2 tbsp vegetable, fruit or both*

*Required when infant is developmentally ready.

All serving sizes are minimum quantities of the food components that are required to be served

THEME MEALS



Holiday and theme meals will be implemented to keep menus fresh and to add variety and excitement for those who wish to celebrate.

January 22
Southern Food Day
OVEN-FRIED CHICKEN
 with
 Hoppin' John and
 Jalapeno Corn Bread

 LINTONS 
 Food Service Management

December 5 is
National Comfort Food Day
 MENU
 Meatloaf with Gravy
 Biscuits and Seasoned Corn
 Fudge Brownie

 LINTONS 
 Food Service Management

Mac n' Cheese Bar
 Try all 5 toppings and let us know
 which one you like the best!
 Buffalo Chicken Macaroni with a Twist
 Meat Lovers BBQ Chicken
 Pizza-Style

 LINTONS 
 Food Service Management

October 4
National Taco Day
 Baja Tacos
 (Fish or Chicken)
 served with
 Chipotle Sauce & Lettuce
 Tortilla Chips & Salsa
 Ice Cream
 Did you know?
 Americans eat over
4,000,000,000
 tacos each year

 LINTONS 
 Food Service Management





Experience & References

Successful food service programs since 1890

Lintons' foundation and experience providing successful food service programs goes back 130 years with the Lintons Food Service Company of Philadelphia. The firm thrived under family management and opened many public restaurants and food management programs over eight decades and became a Philadelphia institution in its own right. As the oldest professional food service management firm, Lintons continues that tradition of innovation and excellence by creating personalized programs for rehabilitation services, behavioral healthcare, adult aging, community corrections, juvenile justice, schools, and group homes.

In this section:

- Qualifications & Experience
- References





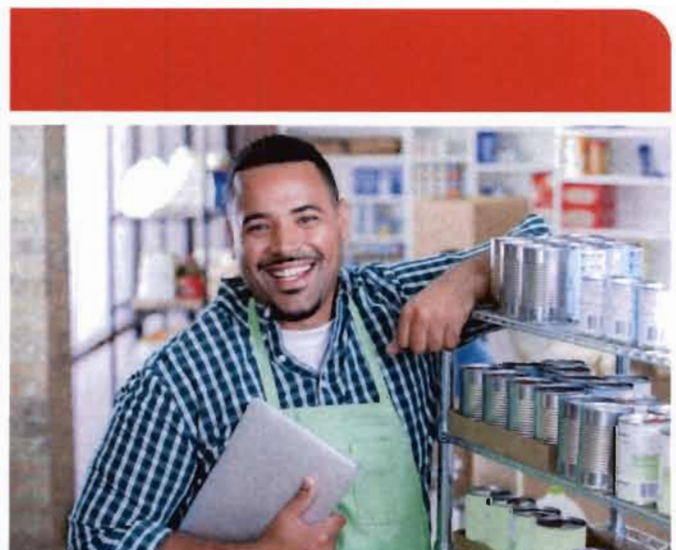
QUALIFICATIONS & EXPERIENCE

Lintons' exemplary history of service to organizations and clients in food service management has been corroborated with long-standing contracts of over 25 years. We have had the opportunity to provide delivered food services to many programs that are similar in size and scope of The City of Wilmington Department of Parks & Recreation. To fully understand the resources and experience that Lintons Food Service Management brings to focus on your needs, please take a few minutes to examine this overview.

OVERVIEW

- Proven on-site experience and corporate management expertise to adjust to the needs of The City of Wilmington Department of Parks & Recreation
- Experience and expertise needed, along with existing meal service management and our corporate staff, to deliver to multiple sites
- Experience in developing relationships with multiple site directors
- Expertise of delivering to sites on time with properly-temped daily meals
- Established vendor relationships, providing all items necessary to meet and exceed existing requirements
- Maintained high standards of sanitation through in-house training
- Provided meals and menus that appeal to the cultural food preferences and special dietary needs of The City of Wilmington Department of Parks & Recreation's population
- Commitment to implement and adhere to the standards of a nutritious, fulfilling food service program
- Exemplary history of service to organizations and clients in food service management

Our customized programs and local management are the main ingredients to our success in this field.





PERSONALIZED SERVICE

Lintons was founded on the principle of personalized service in a professional manner. Our century-old tradition of personalized service in a family atmosphere is not a resting place; it's a building block for our dedication to quality and excellence. We have developed an organization which is caring and sensitive to the unique needs of each patient, client, resident, student, and associate.

QUALITY

We provide exemplary services in an outstanding manner that will bring honor and distinction to the City of Wilmington Department of Parks & Recreation. We recognize that a food service company is only as good as its last meal, and we continually strive to make each meal our best. It is that type of approach that sets Lintons apart from its other competitors in food service management.

As the food service industry grows, so does our knowledge, skills, and experiences. As a result, we are able to meet the challenges of providing healthy food choices that our customers request.

Named a
Top Workplace
by the
Philadelphia
Inquirer
9 years in a row



CLIENT DIVERSITY

Our client diversity requires flexibility, imagination, and exceptional management skills. In this regard, Lintons managers are professionally trained and supported by corporate experience and expertise. Our philosophy is to enable Lintons' senior management team to remain involved with every account and respond quickly and effectively to the needs of each client. We utilize proven systems and skills for each aspect of the areas we serve.

Lintons' client diversity is a tremendous asset. Our experience in schools and residential settings gives us the ability to effectively operate programs reimbursed through the City and state federal funding. Our knowledge of quality assurance and sanitation in our healthcare settings influences our service to our many varied customers. Our awareness and advocacy of good nutrition gives us the base to provide healthy eating choices for people of all ages.

MANAGEMENT

Lintons managers at all levels are committed to meeting the unique needs of every client we serve in the most responsive, efficient, and economical manner possible. From sanitation to menu development to production standards, Lintons' management stays abreast of the ever-changing requirements in the food service industry.



OUR CLIENTS

Lintons Food Service Management's experienced and well-trained staff serve:

- 71 separate clients in their facilities and deliver meals to an additional 110 programs
- Lintons currently serves in the states of PA, MD, DE, FL, and AL

CORPORATE & REGIONAL MANAGEMENT

The following headquarters and regional management personnel will supervise the services performed under this contract:

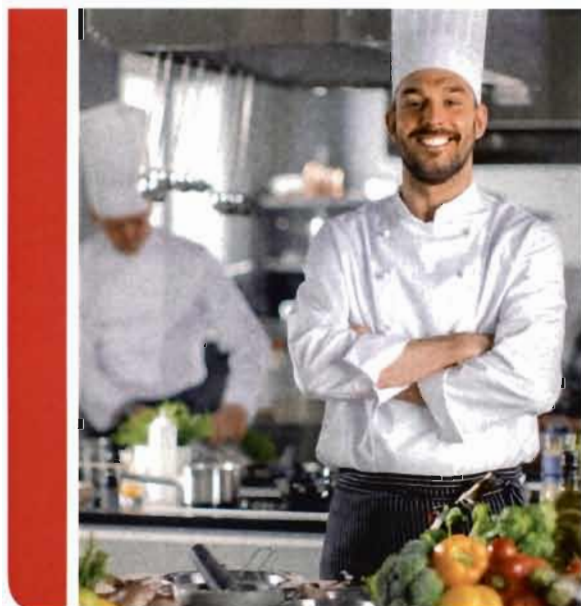
- Sandy White, *President*
- Gary Rittereiser, *Senior VP of Operations*
- Dave Powell, *Vice President of Operations, Meal Service Division*
- Andrea McHugh, MA, RD, LDN, *Corporate Dietitian*
- Linda Paugh, *Director of Human Resources*
- Maureen Modestine, *Director of Marketing & IT*
- Melissa Rowen, *Accounting Manager Supervisor*

INVOICING

Lintons will submit invoices to The City of Wilmington Department of Parks & Recreation for meals by the tenth of the month for the previous month. The invoice will indicate the number of meals provided per day, per project site, the total number of meals provided per day and will include the daily delivery receipts signed by each project site for meals included on the invoice.



Named as a Top 50
Contract Management Company
9 years in a row





REFERENCES & EXPERIENCE LIST

Lintons is proud of the company we keep

Below is a sampling of our current clients that are similar in size and scope to The City of Wilmington Department of Parks & Recreation. Our dedication and quality has been corroborated with the long-standing relationship we've formed with each of our clients. We would be honored to have The City of Wilmington Department of Parks & Recreation as part of our distinguished group of clients.

Company Name	Contact	Phone	Census	Retention
Delaware County Intermediate Unit 200 Yale Avenue Morton, PA 19070	Justine Paschal/Assistant Director	610-938-9000 x2206 jpacal@dciu.org	840	January 2001 - Present
Archdiocese of Philadelphia 222 N. 17th Street Philadelphia, PA 19103	Chris Wurster/ Administrator of Operations	215 895 3470 ext 77824 cwurster@ndsarch.org	600	November 2014 - Present
Mercy LIFE 1001 Baltimore Pike Suite 310 Springfield, PA 19064	John Mikus/ Regional Director	215-439-7066 JMikus@mercyhealth.org	290	January 2020 - Present
Chester County Seniors 313 W. Market St., Suite 302 West Chester, PA 19380	Margee Webb/ Program Director	610-344-6350 mwebb@chesco.org	225	March 2019 - Present
One Bright Ray 1142 East Erie Avenue Philadelphia, PA 19124	Marcus A. Delgado/ CEO	215-744-6000 mdelgado@one-brightray.org	225	July 2014 - Present
Young World 1737 Fairmount Avenue Philadelphia, PA 19130	Keshia Bell-Jones/ Program Director	215-763-7656 kjonesyw@outlook.com	82 80	November 2004 - Present
Sonrise Christian Day School 1627 Chichester Road Linwood, PA 19061	Amy Padula/ Principal/Director	610-494-2096 sonrisecds@verizon.net	60	September 2009 - Present
Northwestern - Chester Pike 620 Germantown Pike Lafayette Hill, PA 19444	Terry Juhas/ Director of Purchasing	610- 260-4633 tjuhas01@nhsonline.org	45	July 2008 - Present
Maternity Care Coalition 1 West Main Street Suite 250 Norristown, PA 19401	Lufay Butler/Health Services Coordinator	215-557-6330 lbutler@momobile.org	44	October 2009 - Present
Wonderspring Wynnewood 230 Haverford Rd. Wynnewood, PA 19096	Kristy Krause Mauro/ Center Director	610-658-8601 cmauro@wonder-spring.org	40	March 2014 - Present
Delaware County Housing Authority 1855 Constitution Avenue Woodlynn, PA 19094	Emma Santiago/Director of Special Programs	(610) 409-6252 esantiago@dcha1.org	30	March 2004 - Present
Jubilee School 4211 Chester Avenue Philadelphia, PA 19104	Karen Falcon/ Program Director	215-387-7592 kfalcon@jubilee-school.net	25	January 2017 - Present

TESTIMONIALS



The transition between our old food service provider and the Lintons team could not have gone smoother. Along the way, their management team has always been quick to respond to any suggestions or concerns we may have had. From day one, the Lintons management team has been a pleasure to work with, they bend over backward to provide an exceptional service to the individuals in our care. Their interaction with our staff has always been very positive, and they are truly a solid part of our team here at Allegheny Valley School.

Allegheny Valley School

Lintons was able to increase the level of quality of the food served in our buildings without increasing our expenses. Though higher quality food and better marketing, the Lintons/ KIPP partnership led to increased food consumption. Lintons also helps us to think about our operational practices, ensuring compliance with NSLP regulations. !

KIPP Philadelphia Charter School

I wish to express sincere appreciation to you and your staff for "switching gears" so quickly when we had a surprise visit from the Joint Commission surveyors. The Surveyors commented that our food services are "far above any other Maryland MH facility." You made it seem effortless when I am quite sure it was not.

Eastern Shore Hospital Center

Working with your team has been great. It was clear that Lintons' staff put a lot of thought and energy into the educational modules and practice sessions that would be held. They really listened to the needs and habits of the individuals living in the residential programs.

NHS Human Services Delaware County

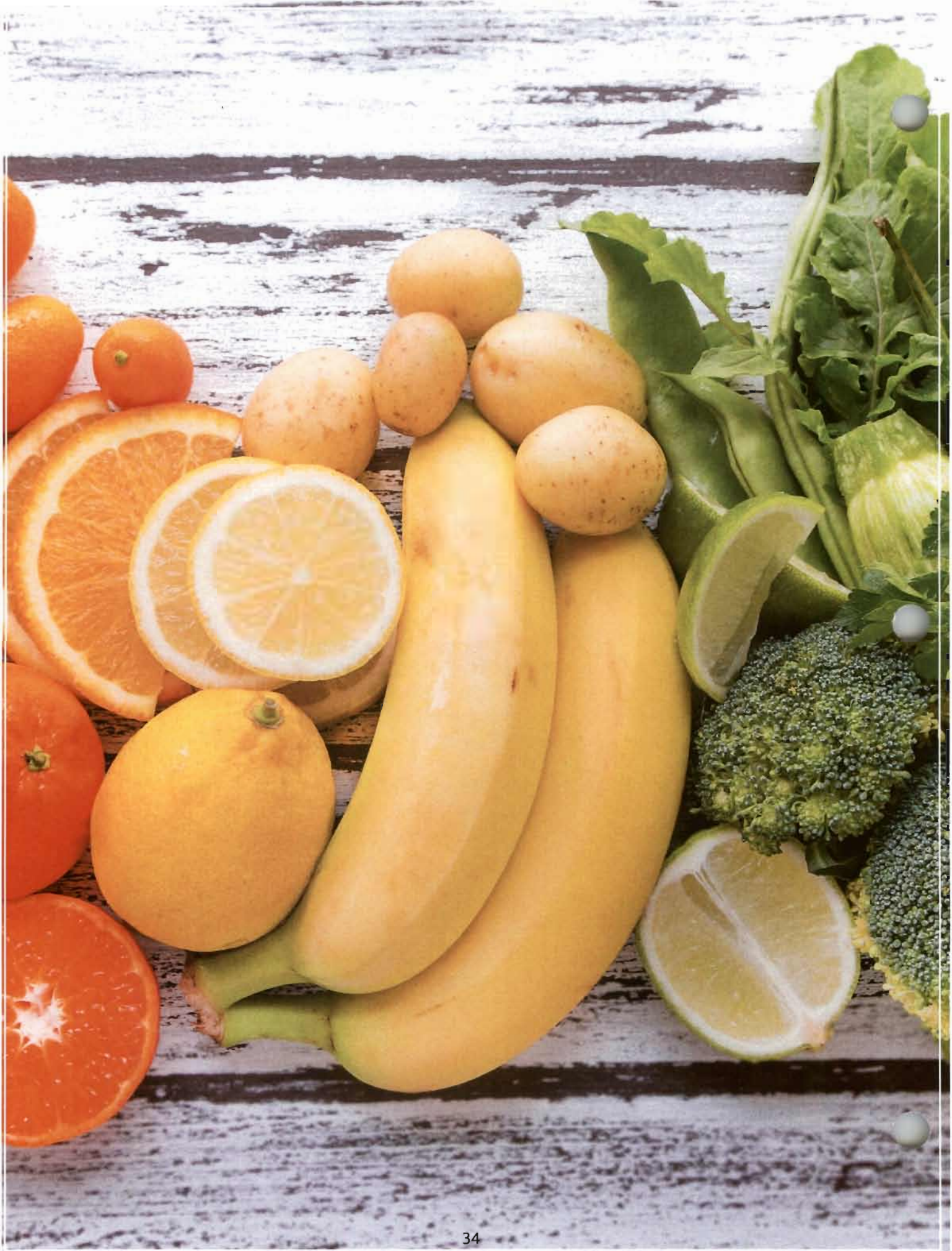
The commitment from Lintons to meet and exceed expectations hasn't changed. Management and Lintons meet once a month to discuss any changes in meals, distribution of items, as well as management changes. The transparency between Lintons and Woodhaven is the key to our successful partnership ... We are both striving towards the same goal, and that's providing the greatest quality of services to our residents.

Merakey Woodhaven

We requested a proposal from Lintons ... our current provider was not meeting our standards and we received a proposal from Lintons promptly. We had to move our start date up by 12 days and Lintons did not hesitate to agree and made this transition seamless. A team from Lintons came in to hire, train, clean the kitchen, order inventory, and create menus, and meal service started without a hitch.



Mid-Atlantic Youth Services, Corp





Organization, Staffing & Administration

Lintons prides itself in recruiting and retaining associates with the experience necessary to provide the best possible service to its clients and their patients/residents. Working as a team, Lintons associates assure that meals are properly prepared and adequate supervision is maintained at all times. Our team at the Delaware County Meal Service Center will be lead by Senior Food Service Director Edie Melvin and Production Manager Fred Strange.

In this section:

- Organizational Structure
- Management Responsibilities and Resumes
- Production Sites



ORGANIZATIONAL STRUCTURE

Lintons has illustrated below the personnel responsible for the service of the The City of Wilmington Department of Parks & Recreation contract. Foodservice to the participants of The City of Wilmington Department of Parks & Recreation will be provided from Lintons Delaware County Meal Service Center and as detailed in this section.





MANAGEMENT RESPONSIBILITIES & RESUMES

The first component of a successful food service operation is a courteous and knowledgeable staff and it begins with the Food Service Director. The following pages include the job descriptions and resumes of the Lintons team responsible for The City of Wilmington Department of Parks & Recreation.

SENIOR FOOD SERVICE DIRECTOR RESPONSIBILITIES

OPERATIONAL RESPONSIBILITIES

- Monitors and ensures menu, recipe compliance, and portion control are to company standards.
- Monitors and ensures product handling and food cost is controlled through proper ordering, receiving, storage, production, and service. Ensures inventory levels are to company specification.
- Provides appropriate management coverage based on facility needs. Plans coverage to keep facility in compliance with regulations during holiday and vacation time.
- Completes and posts associate schedules in accordance with company policy.
- Maintains quality assurance program and directives from Lintons' registered dietitian as it pertains to each contract
- Ensures a clean, organized, and sanitary foodservice operation. Ensures all equipment is maintained and in proper working order. Posts and implements daily, weekly, and monthly sanitation schedules. Ensures proper use of chemicals and equipment.
- Completes monthly in-service meetings and quarterly safety meetings according to company schedule.
- Insures food quality standards, including preparation, presentation, and proper temperature control.



EDIE MELVIN

- Provides excellence in customer/client services, including on-time service, effective communications, and issue resolution.
- Communicates operational needs, facility recommendations, and client commendations and concerns to the district manager in a timely manner.
- Ensures all company assets are in good working order and adheres to all maintenance schedules.
- At the end of each period, completes monthly progress reports using the corporate form and sends all attachments to corporate office and district manager.
- Proficient in placing food orders on-line and the ability to demonstrate making changes to that system.
- Ensures all managers, cooks, and cooks helpers are ServSafe certified under state or county



requirements. Posts all certificates in the department in full view.

- Understands and has the ability to adapt the written contract for the best and most efficient operation of the entire department.
- Ensures that the office and files are neat, organized, and kept up to date. (All files are kept for review for three years.)

HUMAN RESOURCE RESPONSIBILITIES

- Recruits, interviews, and hires associates according to the operation staffing plan, company policy, and related government regulations.
- Responsible for accurate, complete, and timely submission of new hire paperwork.
- Demonstrates a working knowledge of Lintons policies and procedures as outlined in the company handbook. Effectively communicates policies and procedures to all new hires and associates.
- Motivates, trains and develops associates in their assigned responsibilities. When necessary, conducts associate disciplinary actions (including termination) according to company policy.
- Completes bi-weekly payroll process per company policy and procedure. Reviews and monitors staff hours on a daily basis.
- Effectively and timely communicates all human resource matters and requests between corporate office and associates.
- Reports all workers compensation incidents and completes all necessary paperwork in accordance with company policy. Ensures that unit is a safe work environment.
- Completes and conducts associate performance reviews and recommendations for

pay increases per company policy. Ensures all associate files are up to date.

- Builds and maintains a competent foodservice team and creates an environment with open communication.
- Ensures all associates are always in the approved company uniform and follow all health and grooming standards.

ADMINISTRATIVE RESPONSIBILITIES

- Effectively communicates with corporate staff, client, and vendors. Proficient in using Word, Excel, Outlook, and online ordering.
- Meets monthly with, The City of Wilmington Department of Parks & Recreation RD/ Manager to review proposed menu or seasonal adjustments to menus, upcoming holiday menus, and any related service issues.

COMPETENCIES

- Knowledge of basic therapeutic diets.
- Ability to ensure that specific diet orders are effectively communicated to nutrition services staff.
- Effective oral and written communications with patients, hospital administration, associates, and nutrition services staff.
- Knowledge of hazardous chemicals and ability to train staff in MSDS.
- Knowledge of The Joint Commission requirements and standards.
- Ability to understand and implement policy and procedures and the approved diet manual.
- Ability to order, receive, and prepare foods to standardized recipes and approved diets.



EDIE MELVIN

RESUME

PROFESSIONAL EXPERIENCE

Senior Food Service Director

Lintons Food Service Management, Delco Meal Service Center, 2011-Present

- Responsible for all aspects of the food production facility that provides meals and services to the Greater Philadelphia area along with three surrounding counties with a budget of three million dollars, three managers and 30 full- and part-time associates.
- Oversaw purchasing, preparation, production, and delivery of over 1000 hot and cold meals a day to multiple sites
- Coordinated the purchase, assembly, and delivery of over 850 items to include grocery, prepackaged meals, and paper supplies to over 75 group homes in four counties
- Oversaw the preparation, packaging, and distribution of over 1000 modified meals per week
- Overall direction of all operations and profitability performance in Delco Meal Service Center
- Operational and financial oversight of foodservice operations
- Weekly financial analysis with variance reporting
- Budgeting and menu development
- Monthly operational reviews and standards enforcement

Staff Development Coordinator / Resident District Manager

Lintons Food Service Management, 2002-2011

- Managed multiple units assigned to a district directly through food service directors
- Monitored the operations of the units to assure compliance with company and client standards
- Oversaw management operation of accounts, including healthcare, business and industry, and meal service centers

Staff Development Coordinator / Resident District Manager

Lintons Food Service Management, University of Medicine and Dentistry, Strafford, NJ, 1997–2001

- Responsible for student and administration cafeteria serving breakfast and lunch to a population of more than 500
- Substantial catering events ranging from five to 600 people, gourmet meals to sandwiches, China to paper

EDUCATION

Upsala College

Camden County Vocational Technical Hospitality Management Course

ADDITIONAL TRAINING AND CERTIFICATION

- ServSafe Certified




ServSafe® CERTIFICATION

EDITH MELVIN

for successfully completing the standards set forth for the ServSafe® Food Protection Manager Certification Examination, which is accredited by the American National Standards Institute (ANSI)-Conference for Food Protection (CFP).

15926580 CERTIFICATE NUMBER	5287 EXAM FORM NUMBER
12/28/2017 DATE OF EXAMINATION <small>Local laws apply. Check with your local regulatory agency for recertification requirements.</small>	12/28/2022 DATE OF EXPIRATION



ANSI
ACCREDITED
ANSI Z390
Certification



Sherman Brown
Executive Vice President, National Restaurant Association Solutions



In accordance with National Restaurant Association 2016 Resolution 2016-1420-1212 regarding the 2016 ServSafe Food Manager Exam

©2017 National Restaurant Association. The national logo of ANSI, the acronym ServSafe and the ServSafe logo are trademarks of the NRAEF, National Restaurant Association® and the arc design is a trademark of the National Restaurant Association.

This document is not to be reproduced or altered.
17110234

Contact us with questions at 233 S. Wacker Drive, Suite 3600, Chicago, IL 60606-6383 or ServSafe@restaurant.org.



PRODUCTION MANAGER RESPONSIBILITIES

- On site and in charge during all hours of food service operation
- Assuring safe food-handling practices
- Demonstrating knowledge of food-borne disease prevention as it relates to the food service site
- Identifying menu components which may include a food allergen
- Restricting any person with a communicable disease from working or volunteering in any food service establishment in any capacity in which there is a likelihood that the person might contaminate food or food contact surfaces
- Documenting food safety
- Ensures food safety training is documented and up to date
- Complies with any food safety requirements of the Chester County Health Department



FRED STRANGE





FRED STRANGE

RESUME

PROFESSIONAL EXPERIENCE

Production Manager

Lintons Food Service Management, Delco Meal Service Center, Linwood, PA, 2011–Present

- Assists the Food Service Director in the overall management, clerical, and operational responsibilities of the Meal Service Center
- Coordinates directly and through subordinates the operation of the unit to company and client standards
- Responsible for supervising the preparation and service of breakfast, lunch, and dinner meals
- Prepares foods according to the menu cycle, standardized recipes, and directions provided by the Food Service Director
- Completes all production records and product pull sheets
- Maintains kitchen equipment in a clean and sanitary manner
- Presents food in an appealing manner according to the Food Presentation Policy or delivery packaging standards

Production Manager

Lintons Food Service Management, Montco Meal Service Center, East Norriton, PA, 2008–2011

- Assisted the Food Service Director in the overall management, clerical, and operational responsibilities of the Meal Service Center
- Coordinated directly and through subordinates the operation of the unit to company and client standards
- Supervised the preparation and service of breakfast, lunch, and dinner meals
- Prepared foods according to the menu cycle, standardized recipes, and directions provided by the Food Service Director
- Completed all production records and product pull sheets
- Maintained kitchen equipment in a clean and sanitary manner
- Presented food in an appealing manner according to the Food Presentation Policy or delivery packaging standards

EDUCATION

JNA Culinary Institute, Philadelphia, PA

Associates Degree

ADDITIONAL TRAINING AND CERTIFICATIONS

- ServSafe Certified



ServSafe
National Restaurant Association

ServSafe® CERTIFICATION

FRED STRANGE

for successfully completing the standards set forth for the ServSafe® Food Protection Manager Certification Examination, which is accredited by the American National Standards Institute (ANSI)–Conference for Food Protection (CFP).

15414170
CERTIFICATE NUMBER

5387
EXAM FORM NUMBER

4/30/2018
DATE OF EXAMINATION
Local laws apply. Check with your local regulatory agency for recertification requirements.

4/30/2023
DATE OF EXPIRATION




Sherrill R. Brown
Executive Vice President, National Restaurant Association Solutions



ANSI Accredited Program logo is a registered trademark of the American National Standards Institute (ANSI). All other trademarks and logos are the property of their respective owners. ServSafe and the ServSafe logo are trademarks of the NRAEF, National Restaurant Association Educational Foundation. © 2018. All rights reserved. Printed in the USA. For more information, visit www.servsafe.com or call 1-800-551-7373.

Contact us with questions at 233 S. Wacker Drive, Suite 3600, Chicago, IL 60606-6303 or ServSafe@nra.org.



PRODUCTION SITE

Lintons Food Service Management has many years of experience in producing & delivering meals and has successfully been delivering approximately 866,000 meals yearly. Lintons has the expertise needed to prepare, produce and deliver fresh, on time and temperature accurate meals. With our proven systems Lintons has been successful in the delivered food service segment which has been supported by a 98% client retention over the last 10 years. Lintons Food Service Management has the availability to provide meals to The City of Wilmington Department of Parks & Recreation from its Delaware County Meal Service Site. The facility was designed to provide services to a variety of operations with specific needs.

Lintons meal production facility, located in Linwood, Pennsylvania is 10.7 miles (12 minutes) from the City of Wilmington's Central Depot location at 500 Wilmington Avenue, Wilmington, DE 19801.

Lintons Delaware County Meal Service Center

1580 Huddle Avenue
Linwood, Pa 19061





Physical Plant, Equipment and Delivery Capabilities

Lintons Food Service Management has the systems and experience to provide exemplary service to The City of Wilmington Department of Parks & Recreation. Meals would be provided by our Delaware County Meal Service Center.

In this section:

- Health License
- Packaging
- Meal Delivery
- Delivery Temperature Logs and Tickets





HEALTH LICENSE

Below is the most recent health license for the Delaware County Meal Service Center issued by the Lower Chichester Township Board of Health.

LOWER CHICHESTER TOWNSHIP BOARD OF HEALTH

LICENSE

TO OPERATE A PUBLIC EATING AND DRINKING ESTABLISHMENT

This is to Certify, that on the 11 day of October 2020
BY AND UNDER AUTHORITY OF THE ACT OF May 1945 (Act No. 369)

**THIS PLACE OF BUSINESS
HAS BEEN
INSPECTED AND APPROVED**

Property *Lute Nymt* Address *1580 Huddell Ave, Lumb, Pa*
Township of Lower Chichester
County of Delaware

License No. 8


Expiration Date *10/31/2021*

This Certificate is the property of the Board of Health and must be surrendered on demand. Post at all times in a conspicuous place.



DELAWARE BUSINESS LICENSE

In addition to the above license to operate a public eating and drinking establishment for our Pennsylvania meal service center location, Lintons does hold a Delaware Business License. Lintons would seek to apply and obtain a business license for the City of Wilmington as indicated in the IFB.

LICENSE NO. 2012605279	STATE OF DELAWARE		VALID
POST CONSPICUOUSLY	DIVISION OF REVENUE		01/01/19 - 12/31/21 NOT TRANSFERABLE
DLN 18 62704 00	BUSINESS CODE 392 GROUP CODE 396	LICENSED ACTIVITY	RETAILER-FOOD (EXCEPT RESTAURANT) RETAILER-VARIOUS PRODUCTS
DATE ISSUED 12/14/18	**VALIDATED**		2021
LICENSE FEE \$ 270.00	BUSINESS LICENSE		BUSINESS LOCATION
MAILING ADDRESS		LINTONS MANAGED SERVICES 4 SENTRY PKWY STE 100 BLUE BELL PA 19422-2311	
LINTONS FOOD MGMT SERVICES INC LINTONS MANAGED SERVICES 4 SENTRY PKWY STE 100 BLUE BELL PA 19422-2311			JENNIFER R. HUDSON DIRECTOR OF REVENUE
IS HEREBY LICENSED TO PRACTICE, CONDUCT OR ENGAGE IN THE OCCUPATION OR BUSINESS ACTIVITY INDICATED ABOVE IN ACCORDANCE WITH THE LICENSE APPLICATION ONLY FILED PURSUANT TO TITLE 16 DEL CODE			

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

Federal E.I. No. or Social Security Number	B15531573092 004	Business Code	392	Licensed Activity	RETAILER-FOOD (EXCEPT RESTAURANT)
		Group Code	396		RETAILER-VARIOUS PRODUCTS



PACKAGING

Meals are individually packaged with all components included for reheating. The meals will be packaged suitable to maintain meals in accordance with local health standard. Containers are capable of withstanding temperatures of 400 degrees or higher.

Meals are made fresh and individually refrigerated. They are transported in containers within refrigerated trucks to maintain required temperatures. All meals are labeled with the contents of each meal.



MEAL DELIVERY

Lintons will deliver meals to The City of Wilmington Department of Parks & Recreation Food Service Program Central Depot location as scheduled, Monday - Friday





VEHICLES

Lintons vehicles are inspected each week by the Fleet supervisor. A vehicle log is sent to the corporate office noting the condition of the vehicle and any needed repairs. These procedures give us confidence in sending our delivery fleet on the road. Lintons maintains a fleet of vehicles sufficient to insure timely delivery, even in the case of emergencies. The size of our fleet provides the flexibility necessary to react to inclement weather and potential equipment breakdown. All Lintons vehicles are equipped with cell phones to have contact with Lintons food service director in case an emergency would arise. In the case of a vehicle breakdown or delay, Lintons will immediately notify The City of Wilmington Department of Parks & Recreation.





DAILY TEMPERATURE LOG & DELIVERY TICKET

Lintons staff take the temperature of meals prior to delivery and upon arrival to assure meals are received at the proper temperatures to each site. All meals will be delivered and received between a temperature of 35 and 41 degrees. If a meal is recorded at an improper temperature, driver policy is to call the meal service center’s food service director for appropriate action. Accompanying each delivered meal is a delivery ticket. Lintons delivery personnel will have The City of Wilmington’s authorized representative verify the delivery by signing the ticket. Lintons retains one copy and presents one copy to the site’s representative. Below is a sample of Lintons’ delivery ticket.

1580 Huddell Avenue
Linwood, PA 19061

Phone: 610-364-7801
Fax: 610-364-7803

Ship To:

Delivery Date: Wednesday, October 5, 2020

Regular 0
Special Diets 0
Total Meals 0

Depart Time: Arrive Time:

Menu Selection	Quantity	Description	Portion Size	# of Pans	Depart Temp.	Arrive Temp.
		Meatball Sandwich				
Soup						
Entrée		Meatballs				
Entrée						
Entrée		Low Sodium Marinara Sauce				
Side		Broccoli				
Side		Provolone Cheese				
Side						
Side						
Side						
Salad		Cucumber Salad				
Dessert		Orange Sections				
Other						
Bread/Roll		4" White Roll				
Crackers						
Condiment						
Condiment						
Juice						
Milk						
Special Notes:						

Hot Foods = or above 135° Cold Foods = or below 41°

In Returned

Delivered by: 1/2 Pans:

Received by: Full Pans:





Sanitation & Safety

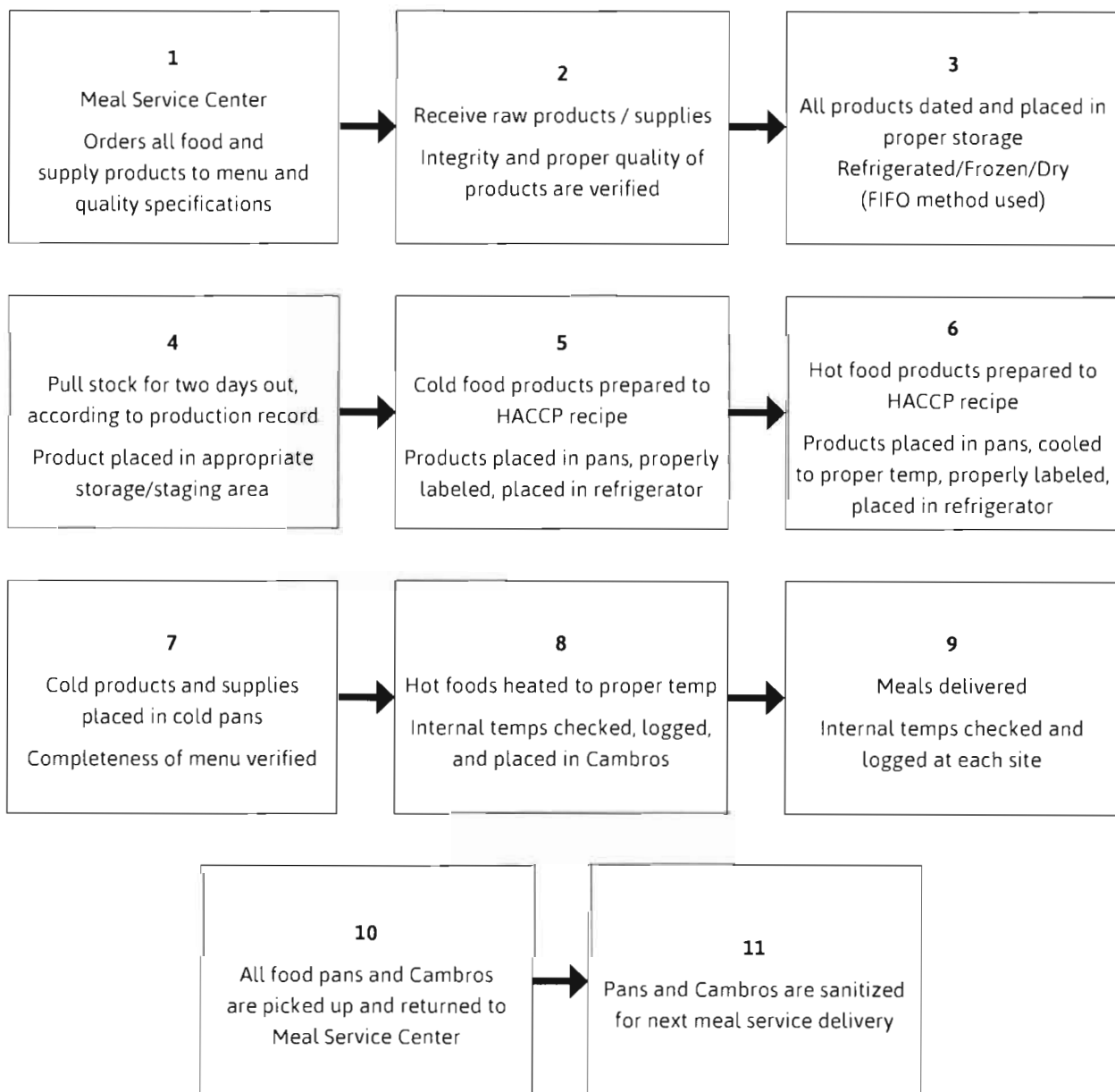
Lintons Food Service Management believes that good sanitation and safety practices are the cornerstone to an excellent and reputable food service program. We pride ourselves on meeting or exceeding regulatory agency requirements. The operations under this contract will be conducted in conformance with the regulations of The City of Wilmington Department of Parks & Recreation. Lintons has included below the policies, procedures, and systems that enable associates to provide quality, on-time, and temperature-accurate meals each operational day.

In this section:

- Operational Flow Chart
- Purchasing, Receiving, Production, and Recipes
- HACCP Standard Operating Procedures and Forms

OPERATIONAL FLOW CHART

The chart below highlights the systems and procedures that Lintons uses to provide a successful delivered meal service.





PURCHASING

Once a nutritious menu is planned, the next step is to purchase quality products. Lintons utilizes experience, reputable, and reliable food vendors. We request bids on all food products and check current supplier pricing. These requests are reviewed to make sure quality is consistent with our policies. Our purchasing staff will give preference, whenever possible, to local purveyors, provided they meet our necessary quality standards, scheduled deliveries, and competitive price. Our directors are provided with policy guidelines, which set standards and procedures and provides detailed purchasing information. Our orders are placed with our full-line suppliers with immediate notification of stock availability. Lintons' food service directors are required to maintain a complete record of orders, receipt of food and supplies, and take a physical inventory each week. All orders are placed using Lintons' web-based ordering system. This allows for accuracy and product consistency.



RECEIVING

Lintons' food service directors are required to maintain a complete record of orders, receipt of food and supplies, and take a physical inventory each week. Directors are responsible for proper storage and safe keeping of inventory, accuracy of the weekly inventory reporting, noting all shortages, and maintaining a balanced inventory of sufficient quantity to meet the client's needs. Inventory handling and maintenance procedures include product inspection, proper storage, FIFO practice, proper labeling, and dating of products. On the next page is the HACCP receiving logs and procedures utilized at the Delaware County Meal Service Center.





PRODUCTION

Lintons staff utilize daily production sheets. These forms are required by Lintons and used to collect information to enhance our preparation and daily production. They allow us the opportunity to provide accurate service for all meals served. Below is a sample of Lintons' production sheet.

OPS-B100

Lintons Corporate Production Sheet

Cycle Week:

Count/Census:

Counts For:

Day: Breakfast Bid. 1 Bid. 4

Lunch Bid. 2 Bid. 5

Date: Dinner Bid. 3 Cafe

Unit:



MENU ITEM USED	PORTION SIZE	UTENSIL	TOTAL PORTIONS	ADJUSTED PORTIONS	UNITS, CS, LBS PRODUCED	TOTAL PORTIONS	LEFTOVER	COMMENTS





RECIPES

Standardized menus will be provided for each menu item on the monthly menu. Lintons supports each food service director with a full index of recipes in the MealSuite system. Created by registered dietitians in standard format, they include Hazard Analysis Critical Control Point (HACCP) elements.

Recipe - Chicken Pot Pie LMS/Biscuit Crust f/diced (Chicken Pot Pie)

AMOUNT	INGREDIENT NAME	PREPARATION STEP
Cook Time : 20-30 minutes Method : Bake Serving Size : 1 Cup YIELD : 40 Cook Temp : 400F Serve Utensil :		
11 1/4 Oz	Onion, Yellow	1. WASH HANDS before beginning preparation. SANITIZE surfaces & equipment. Preprep: Finely chop Onions. Saute Onions in Margarine.
9 5/8 Oz	Margarine, Solids	
2 1/4 Cup	Flour, All Purpose	2. Add Flour and Pepper to Onions. Stir until blended: about 5 min.
3/8 tsp	Pepper, Black Ground	
3 1/4 Oz	Base, Chicken Paste	3. Combine Base and Water to form Stock. Add Stock, stirring constantly with wire whisk. Cook until thickened.
1 Gal	Water, Tap	
7 5/8 lb	Chicken, Diced White/Dark Ckd	4. Add Chicken to Sauce.
7 lb	Potato, Diced	5. Cook Potatoes, Peas and Carrots until partially done. Drain. Fold into Sauce.
1 5/8 lb	Peas, Frz	
1 5/8 lb	Carrot, Sliced Frz	
2 lb	Baking Mix, Biscuit	
6. Scale Chicken mixture into 12x20x2" counter pan, approximately 12 lbs per pan. *Maintain >140F or quick-chill at <40F until ready to use later. TOPPING: Prepare Biscuit Mix according to package directions. Cut into Biscuit shapes.		
7. Top Chicken with Biscuits. Bake immediately. Bake at 400F for 20-30 min to internal temp >165F for 15 sec.		
8. CCP – Maintain >140F for only 4 hrs. CCP – Cool: Product must reach 140F to 70F within 2 hrs and 70F to 40F within 4 hrs. CCP – Reheat: To internal temp of 165F held 15 sec within 1 hr - one time only.		

Recipe - Broccoli f/Fresh Salad LMS (Broccoli Salad)

AMOUNT	INGREDIENT NAME	PREPARATION STEP
Cook Time : 0 Method : Mix and Chill Serving Size : 1/2 Cup YIELD : 50 Cook Temp : 0 Serve Utensil :		
10 lb	Broccoli, Florets Fresh	1. WASH HANDS before beginning preparation. SANITIZE surfaces & equipment. Wash Broccoli and Cauliflower. Cut into florets. Dice Onions. Combine Vegetables.
2 lb	Cauliflower, Fresh	
3 Each	Onion, Red/Burmuda	
2 Cup	Raisins, Bulk	2. Add Raisins and cranberries to Vegetables.
1 Cup	Cranberries, Dried Swtnd	
1 1/2 Cup	Sugar, Granulated Bulk	3. Mix remaining ingredients to make Dressing until Sugar is dissolved. Combine with Salad. Best if covered and refrigerated <40F for 4 1/2 hours before serving CCP - Maintain <40F.
3 1/4 Tbsp	Vinegar, White	
3/4 Cup	Vinegar, Cider	
2 Qt	Mayonnaise, Low Fat Bulk	

HACCP/ STANDARD OPERATING PROCEDURES

Lintons' food service directors are trained on the Lintons' Food Safety Plan based on the principles of HACCP along with standard operating procedures (SOP). Below is a sampling of Lintons' SOPs as well as temperature logs utilized in each Lintons facility.

Hazard Analysis Critical Control Point (HACCP) is a process utilized to ensure food safety within a facility. It examines the flow of potentially hazardous foods and supplies from arrival at the facility through service to the customer. HACCP is a continuous improvement process. As new areas of concern are identified, elements will be added to this plan.

HACCP-Based Standard Operating Procedures (SOPs)

Lintons has developed HACCP-based SOPs in conjunction with USDA and FDA guidelines. Although the SOPs include HACCP-based principles, you should remember that SOPs are only one component of your overall food safety program. This resource provides sample HACCP-based SOPs and worksheets which contain the minimum elements that can assist you when developing your food safety program.

HACCP-Based SOPs include the following principles:

- Corrective actions
- Monitoring procedures
- Verification procedures
- Record keeping procedures

Critical Strategies for Success

- Appropriate and consistent personal hygiene practices
- Strict standards for product suppliers
- Appropriate and consistent policies and procedures
- Appropriate and consistent cleaning and sanitation programs
- Appropriate and consistent monitoring practices
- Ongoing staff training
- Appropriate and consistent equipment maintenance programs (see Equipment Care Manual)

HACCP Principles that were Utilized

- Hazard Analysis — This was a facility-specific exercise that examined biological, chemical, and physical threats to products and processes and utilized questions listed in Attachment B.
- Determine Critical Control Points (CCPs)
- Establish critical limits
- Establish monitoring procedures
- Identify corrective actions
- Verify that the process works
- Establish monitoring standards

STANDARD OPERATING PROCEDURE FORMS

On the following pages are the forms that Lintons' food service directors, production staff, and associates use to complete the Standard Operating Procedures.

HACCP-SOP310 REV 4/2020



Meal Delivery Temperature

Location _____

Date _____

Day of Week _____

	Items Delivered	Depart Temp	Time	Arrival Temp	Time	Delivered by
Breakfast						Received by
						Comments
Lunch						
Dinner						



HACCP-SOP204A REV 4/2020



Refrigerator/Freezer - Temperature Log

Unit #/Name _____

Area Recorded:

Month/Year _____

Refrigerator (40°F or below)

Food Service Director _____

Freezer (-0°F or below)

Day	Begin	Initial	Mid	Initial	End	Initial	Record any action taken if temperature is not in the correct range.
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							
21							
22							
23							
24							
25							
26							
27							
28							
29							
30							
31							

ACTIONS

- 1) Keep doors closed and retake temperature in 15 minutes.
- 2) Take temperature of food items with calibrated probe thermometer to validate air thermometer accuracy.
- 3) Remove items to a properly functioning refrigerator if food temperatures are in range but air temperature is not
- 4) Discard items that have been above 41°F for an unknown period of time.
- 5) Serve, cook, or discard frozen items that have thawed.

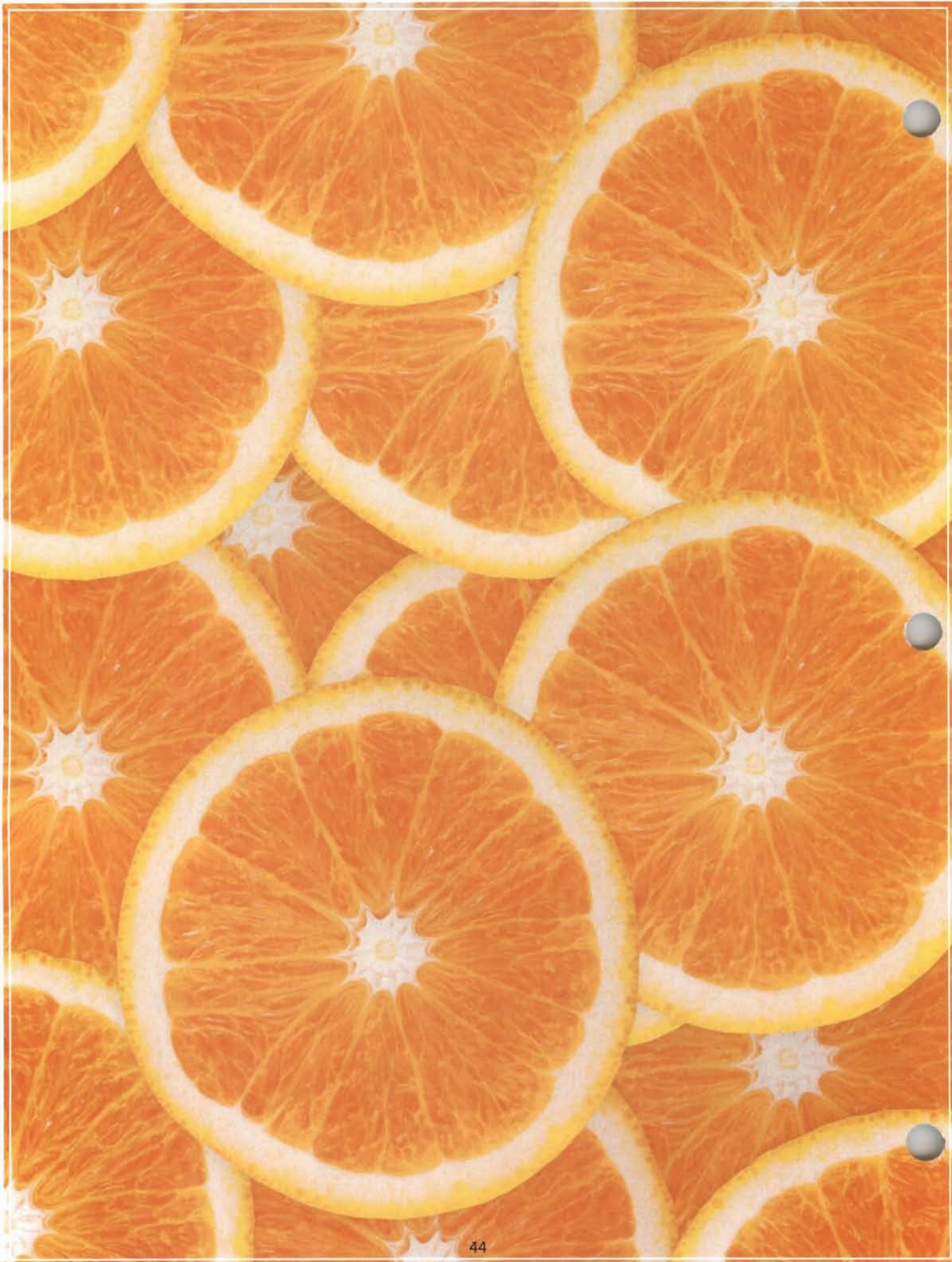


HACCP-001

**FOOD ESTABLISHMENT SELF
INSPECTION CHECKLIST**

LINTONSO
Food Service Management

ESTABLISHMENT NAME		ADDRESS			
DATE	CERTIFIED FOODHANDLER	CERTIFICATE NUMBER			
S = SATISFACTORY	NI = NEEDS IMPROVEMENT	U = UNSATISFACTORY			
CONDITIONS NOTED		S	NI	U	COMMENTS
1. Demonstration of Knowledge					
a) Manager and Cook ServSafe and Philadelphia Board of Health certified. Certifications posted.					
b) Food Service Associates ServSafe Food Handler certified. Certifications posted.					
2. Employee Health and Hygiene					
a) Health Awareness forms signed by all employees.					
b) Employee uniforms clean.					
c) No eating, drinking, or tobacco use in kitchen or food service areas					
d) No visible signs of illness- Discharge from eyes, nose, or mouth. No open cuts, sores, other skin conditions, or infection.					
3. Preventing Contamination by Hazards					
a) Hands cleaned and properly washed. Hands washed between glove changes.					
b) No bare hand contact with RTE foods.					
c) Cooking and serving utensils and utensil storage areas clean.					
d) No evidence of insect, rodent, or pest contamination.					
e) Foods kept safe from contamination during preparation, storage, and display. All foods kept off the floor. Exposed foods covered.					
f) Cleaning and sanitation cloths properly stored and used. Water changed out frequently					
h) Fruits and vegetables washed before serving or use.					
g) Single use articles and paper goods properly stored and not re-used.					
h) Hair coverings used by all persons in food service, preparation, or storage areas.					
i) Handwashing reminder signs posted near all handwashing areas and in restrooms.					
j) Cleaning equipment properly set up and used					
k) Sanitizer concentration monitored.					
l) Daily cleaning schedule posted and in use.					
4. Food Receiving Practices					
a) Food obtained from approved source.					
b) Food received at proper temperature and in good condition.					
c) Food receiving records up to date.					
5. Potentially Hazardous Food Time/Temperature					
a) Proper cooking time and temperature.					
b) Proper hot holding and reheating temperatures.					
c) Proper cold holding temperature.					
d) All stored food properly labeled and dated.					
e) All holding and storage temperatures monitored daily.					
e) All displayed food temperatures monitored hourly.					
f) Thermometer provided and accurate. Calibration log in use and up to date.					
g) Approved thawing methods used.					



City of Wilmington



MICHAEL S. PURZYCKI
Mayor

December 22, 2020

John D'amelio
Division of Procurement & Records
Department of Finance
City County Building
800 N. French St
Wilmington, DE 19805

Dear Mr. D'amelio

This letter serves to notify the Finance Department that Parks, and Recreation, Division of Youth and Families Division accepts the bid submitted by Linton Managed Services on contract #21023PR. The bid is for FY21 contract (CACFP) Child Adult Care Food Program in the amount of seven-hundred fifty-six thousand, three-hundred sixty and zero cents (\$756,360.00).

The unit cost of each dinner is as follows: \$2.40 for approximately 1200 Dinners; \$0.90 for approximately 1200 snacks. This acceptance is based on the bid opening that was held on December 8th, 2020.

The actual dollar amount to Lintons Managed Services will be based on the number of meals requested and received by the sponsor.

If there are any questions or concerns, please contact me at (302) 576-3811.

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin F. Kelley, Sr.", written over a horizontal line.

Kevin F. Kelley, Sr
Director
Department of Parks and Recreation

Cc: Nicole Adams, M.Ed.-Manager, Youth & Families Division
Aimee Beam-MPA Education Associate, Community Nutrition Programs
Victoria Fuentes-Cox-Nutrition Coordinator

CERTIFICATE OF AWARD OF CONTRACT

I hereby certify that Contract No. 21023PR is on this 22nd of December awarded to Lintons Food Service Management in the amount of \$756,360.00 as per Proposal dated 12/8/20 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 11/20/20.
2. The advertisement calling for sealed bids on this contract was published in the News Journal on 11/20/20 & 11/27/20 stated that bids would be opened at 3:00 p.m. on 12/8/20
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 12/8/20. 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
Lintons Food Service Management	Blue Bell, PA	12/8/20	\$756,360.00
Preferred Meals Systems	Berkeley, IL	12/8/20	\$774,696.00
Revolutions Foods , Inc	Edison, NJ	12/8/20	\$802,200.00

5. City License Number _____

6. Upon recommendation of Department of Parks & Recreation 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>
Kevin Kelley	Director of Parks & Recreation	12/22/20



Department of Finance, Division of Procurement

LINTONS^o

Food Service Management

FOOD MANAGEMENT SERVICES, INC.

**CONSENT OF SOLE DIRECTOR
IN LIEU OF A MEETING**

The undersigned, being the sole member of the Board of Directors of FOOD MANAGEMENT SERVICES, INC., a Pennsylvania corporation (the "Corporation"), does hereby consent in writing that the following resolutions shall have the same force and effect as if duly adopted at a meeting of the Board of Directors of the Corporation duly called and held in accordance with law and the Bylaws of the Corporation:

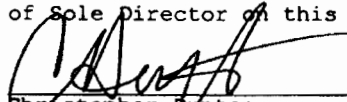
Contract Execution

RESOLVED, that each of the following officers individually is authorized and directed to execute and deliver in the name and on behalf of the Corporation any and all contracts for services by the Corporation to third parties in the ordinary course of business (collectively, "Contracts"), in such forms as the officer executing a Contract deems necessary and desirable, such officer's signature thereon confirming such determination:

<u>Name</u>	<u>Title</u>
Sandra L. White	President and Secretary
Christopher Dunton	CEO and Treasurer

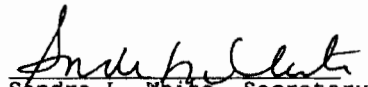
FURTHER RESOLVED, that each officer is authorized and directed to execute and deliver such other and further documents, and to take such other and further actions, as may be necessary or desirable in the opinion of the officer so acting to carry out the foregoing resolution.

IN WITNESS WHEREOF, the undersigned has executed this Consent of Sole Director on this 5th day of March, 2019.



Christopher Dunton

Filed with the undersigned as Secretary of the Corporation as of the day and year aforesaid.



Sandra L. White, Secretary

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF STATE

12/29/2020

TO ALL WHOM THESE PRESENTS SHALL COME, GREETING:

I DO HEREBY CERTIFY THAT,

FOOD MANAGEMENT SERVICES, INC.

is duly registered as a Pennsylvania Business Corporation under the laws of the Commonwealth of Pennsylvania and remains subsisting so far as the records of this office show, as of the date herein.

I DO FURTHER CERTIFY THAT this Subsistence Certificate shall not imply that all fees, taxes and penalties owed to the Commonwealth of Pennsylvania are paid.



IN TESTIMONY WHEREOF, I have hereunto set
my hand and caused the Seal of the Secretary's
Office to be affixed, the day and year above written

Katly Bookman

Secretary of the Commonwealth

Certification Number: TSC201229141552-2

Verify this certificate online at <http://www.corporations.pa.gov/orders/verify>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/29/2020

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 Satanoff Insurance & Financial Service Agency LLC 939 Radnor Road, Suite 2 Wayne PA 19087		CONTACT NAME: Janessa McCracken PHONE (A/C, No, Ext): (610) 971-2222 FAX (A/C, No): (484) 930-0152 E-MAIL ADDRESS: janessa@satanoffagency.com	
INSURED Food Management Services, Inc dba Lintons Food Management Services 10 Sentry Parkway East, Suite 110 Blue Bell PA 19422		INSURER(S) AFFORDING COVERAGE INSURER A: State Automobile Mutual Insurance Company NAIC # 25135 INSURER B: State Auto Property and Casualty Insurance Co. 25127 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL2062608062 **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 type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PBP2901751-00	06/27/2020	06/27/2021	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 - COM/POP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> OTHER:			BAP2482095-00/BAP2482092-0	06/27/2020	06/27/2021	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 type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			PBP2901751-00	06/27/2020	06/27/2021	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
B	General Liability - FL			GLP2903637-00	06/27/2020	06/27/2021	Occ - \$1,000,000	Agg-\$2,000,000
							Personal/Advertising	\$1,000,000
							Products/Comp Ops	\$2,000,000

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

Certificate Holder is named as Additional Insured when required by written contract executed prior to a loss. All policy terms, conditions and exclusions apply.

CERTIFICATE HOLDER	CANCELLATION
City of Wilmington 800 N 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

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/29/20

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 Robert F Greenwood Assoc., Inc. PO Box 8002 Radnor, PA 19087-8002	CONTACT NAME: Dan Greenwood PHONE (A/C, No, Ext): (610)687-3830 FAX (A/C, No): (610)687-9548 E-MAIL ADDRESS: robertgreenwood@verizon.net
INSURER(S) AFFORDING COVERAGE	
INSURED	NAIC #
Food Management Services, Inc. dba Lintons Food Management Services 10 Sentry Parkway East, Ste 110 Blue Bell, PA 19422	INSURER A : Zenith Insurance Co. 24066 INSURER B : 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	M1256102	06/27/20	06/27/21	<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

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

CERTIFICATE HOLDER CANCELLATION

City of Wilmington 800 N French St., 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
---	---

FORM OF BOND

Know All Men by These Presents, That We, Food Management Services, Inc. T/A
Lintons Food Service Management-----
10 Sentry Parkway Suite 110 Blue Bell, PA 19422
 as principal, and Aegis Security Insurance Company
4507 North Front Street, Suite 200, P.O. Box 3153, Harrisburg, PA 17110

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 Seven Hundred Fifty-Six Thousand, Three Hundred Sixty---- Dollars and 00/100 (\$756,360.00) 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.

Scaled with our seals.

Dated the 1st day of March, 2021 ~~2020~~

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 **21023PR "CHILD and ADULT CARE FOOD PROGRAM"** dated 1st day of March, 2021 ~~2020~~, 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 hereinafter, notice to the Surety of any alteration, extension or forbearance, being hereby expressly waived.

Signed, sealed and delivered

**Food Management Services, Inc. T/A
Lintons Food Service Management**

in the presence of:

Kate Clark
Witness

By: Sandra L. White

Sandra L. White
Name Typed or Printed

Aegis Security Insurance Company
Surety Company

By: Lynn M. Wheelock
Lynn M. Wheelock, Attorney-In-Fact (Seal)

4507 North Front Street, Suite 200
Address: **P.O. Box 3153, Harrisburg, PA 17110**

Telephone: 610-397-0570

**THIS POWER NULL AND VOID IF NUMBER IS NOT IN RED
POWER CERTIFICATE NO. PA 035**

**AEGIS SECURITY INSURANCE COMPANY
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS, THAT AEGIS SECURITY INSURANCE COMPANY does hereby make, constitute and appoint: LYNN M. WHEELOCK, ERIC J. FOLLMAN, SR., FERNANDA L. DEPAOLANTONIO, CAITLIN CHRISTINE BAKER its true and lawful Attorney-in-Fact, to make, execute and deliver on its behalf surety bonds, undertaking and other instruments of similar nature as follows: \$5 MILLION

This Power of Attorney is granted and sealed under and by the authority of the following Resolution adopted by the Board of Directors of the Company on the 4th day of February, 1993.

"Resolved, That the President, any Vice President, the Secretary and any Assistant Secretary appointed for that purpose by the officer in charge of surety operations shall each have authority to appoint individuals as Attorney-in-Fact or under other appropriate titles with authority to execute on behalf of the Company, fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such an appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal or facsimile thereof may by imposed or fixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

"Resolved, That the signature of each of the following officers; President, Vice President, any Assistant Vice President, any Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any Certificate relating thereto, appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for the purpose only of executing and attesting bonds and undertaking and other writings upon the Company and any such power required and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, AEGIS SECURITY INSURANCE COMPANY has caused its official seal to be hereunto affixed, and these presents to be signed by its President this 16th day of September, 2020.

AEGIS SECURITY INSURANCE COMPANY

By:

W. J. WOLLYUNG, III
President



Commonwealth of Pennsylvania }
 } s.s.: Harrisburg
County of Dauphin }

On this 16th day of September, 2020, before me personally came William J. Wollyung, III to me known, who being by me duly sworn, did depose and say that he is President of AEGIS SECURITY INSURANCE COMPANY, the corporation described herein and which executed the above instrument; that he knows the seal of the said corporation, that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

JEANNE LP TENNIS
Notary Public
My Commission Expires June 16, 2021



I, the undersigned, Secretary of AEGIS SECURITY INSURANCE COMPANY, a Pennsylvania corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked: and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney, is now in force.

Signed and sealed at the City of Harrisburg, in the Commonwealth of Pennsylvania, dated this 1st day of March, 2021

REBECCA J. LIDDICK
Secretary



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

THIS AGREEMENT made the *1st* day of *March* in the year **Two Thousand**
~~Twenty~~ *Twenty-one* 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 **Lintons Food Service Management**
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
21023PR "CHILD AND ADULT CARE FOOD PROGRAM " for the **Department of Parks
and Recreation** in accordance with Advertisement for Bids by the Department of Finance,
Division of Procurement and Records date **11/20/20 & 11/27/20** and specifications identified as
Contract No. **21023PR** 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 **Seven Hundred Fifty-Six Thousand, Three Hundred Sixty---**
Dollars and 00/100 (\$756,360.00) as per Proposal dated **12/8/20** 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, marital 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 **Director of Parks and 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

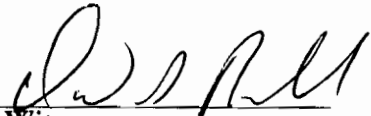
Witness

By: _____
Michael S. Purzycki, Mayor

ATTEST:

City Clerk

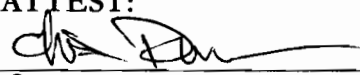
Lintons Food Service Management



Witness

By: Sandy White
President (Seal)

ATTEST:



Secretary *Sandy White*

Wilmington, Delaware
February 18, 2021

#0030

Sponsor:

**Council
Member
Johnson**

WHEREAS, City Council has enacted provisions set forth in Chapter 2 of the City Code constituting the City’s Code of Conduct, with the provisions thereof paralleling the provisions of the State Code of Conduct that are set forth in 29 Del. C. Ch. 58; and

WHEREAS, Section 2-343(a) of the City’s Code of Conduct sets forth provisions regarding the establishment of the Wilmington Ethics Commission (the “Commission”), to “consist of seven (7) members appointed by the Mayor with the concurrence by resolution of a majority of all members of council”; and

WHEREAS, Section 2-343(b) of the City’s Code of Conduct provides that each member of the Commission is appointed for a term of four years and no member may serve for more than two full four-year terms; and

WHEREAS, two members of the Commission, Frank Hawkins and Denison Hatch, have each served two full four-year terms; and

WHEREAS, the Mayor has appointed two new members to the Commission, Theophilus R. Nix, Jr. and William S. Montgomery, to fill the vacancies left by the expiration of the terms of Frank Hawkins and Denison Hatch; and

WHEREAS, City Council deems it necessary and appropriate to express its concurrence with the aforementioned appointment of two new members of the Commission to fill vacancies caused by term expirations; and

WHEREAS, the requirements that not more than four members of the Commission be registered with the same political party and that no member hold any elected, appointed, or political party or campaign office are satisfied with the proposed appointments.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILMINGTON that the Council hereby expresses its concurrence with the appointment by Mayor Michael S. Purzycki of Theophilus R. Nix, Jr. and William S. Montgomery to the Commission to each serve a four-year term beginning on the date of passage of this Resolution.

Passed by City Council,

ATTEST: _____
City Clerk

SYNOPSIS: By this Resolution, City Council expresses its concurrence with Mayor Michael S. Purzycki's appointment of Theophilus R. Nix, Jr. and William S. Montgomery to the Wilmington Ethics Commission, effective as of the date of passage of this Resolution.

W0113215

AN ORDINANCE AUTHORIZING THE ISSUANCE OF THE CITY'S GENERAL OBLIGATION BOND, SERIES OF 2021-SRF, IN ORDER TO PROVIDE THE FUNDS NECESSARY FOR CAPITAL PROJECTS OF THE CITY OF WILMINGTON, RELATING TO THE CITY'S 15TH AND WALNUT STREET COMBINED SEWER OVERFLOW SEPARATION PROJECT; PROVIDING FOR THE SALE OF THE 2021 BOND TO THE DELAWARE WATER POLLUTION CONTROL REVOLVING FUND; AND AUTHORIZING OTHER NECESSARY ACTION

#0013

Sponsor:

**Council
Member
Johnson**

WHEREAS, the City of Wilmington (the "City") has determined to undertake a project in the City consisting of the separation of stormwater runoff from combined sewer overflow (CSO) with respect to two recently built housing projects and one block of Walnut Street, routing runoff through green infrastructure best management practices to capture the initial one to two inches of precipitation through a combination of rain gardens, subsurface trenches, and bioswales, all as specified in the City's capital budget for its Fiscal Year ending June 30, 2016 (collectively, the "Project"); and

Co-Sponsors:

**Council
Members
Oliver
Harlee**

WHEREAS, in order to finance the Project and pay certain administrative costs relating to the Project and the costs of issuing the 2021 Bond (as hereinafter defined), the City has determined to issue its General Obligation Bond, Series of 2021-SRF (the "2021 Bond"), in a principal amount not to exceed \$1,369,500; and

WHEREAS, the City has heretofore adopted the General Obligation Bond Ordinance, 83-019, Division 4 of Article VI of Chapter 2 of the Wilmington City Code (the "General Ordinance"), authorizing the City to issue general obligation bonds secured by a pledge of the City's full faith, credit and taxing power, for the purpose of, among other things, paying the costs of capital projects; and

WHEREAS, this Ordinance is a Supplemental Ordinance adopted pursuant to the General Ordinance and provides for the issuance and sale of the 2021 Bond.

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

SECTION 1. Defined Terms. Terms used in this Ordinance and not otherwise defined shall have the meaning specified in the General Ordinance.

SECTION 2. Authorization of the 2021 Bond. The City hereby authorizes the issuance of its General Obligation Bond, Series of 2021-SRF, or such other series designation as the Bond Committee (as defined herein) shall determine, in a principal amount not to exceed \$1,369,500 pursuant to and in accordance with the General Ordinance, as supplemented by this Ordinance and the Bond Committee Resolution (as defined herein) for the purpose of financing the Project. The 2021 Bond shall be sold to the Delaware Water Pollution Control Revolving Fund.

The 2021 Bond shall be in such principal amount (not exceeding \$1,369,500), shall bear such rate or rates of interest, shall mature in such principal amounts and on such dates, shall be subject to redemption, shall be sold at such price and in such manner, and shall be in such form and contain or be subject to such other terms and conditions, as shall be determined in the Resolution (the "Bond Committee Resolution") adopted by the City of Wilmington Bond Committee (the "Bond Committee").

SECTION 3. Execution of the 2021 Bond. The 2021 Bond shall be executed by the manual or facsimile signatures of the Mayor, the City Treasurer and the City Auditor, and by the manual or facsimile impression of the City seal, both attested by the manual or facsimile signature of the City Clerk or Deputy City Clerk.

SECTION 4. Security for the 2021 Bond. The full faith, credit and taxing power of the City is hereby pledged to the prompt payment of the principal of, premium, if any, and the interest on the 2021 Bond. The 2021 Bond shall be the direct and unlimited obligation of the City, and unless paid from other sources, the City shall levy *ad valorem* taxes upon all taxable property in the City for the payment of the 2021 Bond subject to the limitation contained in applicable law.

SECTION 5. Further Action. The appropriate officers of the City are hereby authorized and directed to take all such action, execute, deliver, file and record all such documents, publish all notices and otherwise carry out the intent of the General Ordinance and this Ordinance in the name of and on behalf of the City.

SECTION 6. Inconsistent Provisions. In the event that any provision of the 2021 Bond, or any term or condition contained in any agreement relating to the 2021 Bond, shall be inconsistent with any of the provisions of the General Ordinance, the provision of the 2021 Bond, this Ordinance and such agreement shall be controlling with respect to the 2021 Bond and such agreement.

SECTION 7. Relation to General Ordinance. This Ordinance is supplemental to the General Ordinance and all sections of the General Ordinance, except as modified herein in accordance therewith, are applicable to the 2021 Bond authorized hereunder.

SECTION 8. Effective Date. This Ordinance shall become effective upon its passage by Council and approval by the Mayor.

First Reading..... February 4, 2021
Second Reading..... February 4, 2021
Third Reading.....

Passed by City Council,

President of City Council

ATTEST: _____
City Clerk

Approved this ____ day of _____, 2021.

Mayor

SYNOPSIS: This Ordinance authorizes the issuance of a General Obligation Bond, Series of 2021-SRF, in an amount not to exceed \$1,369,500, which will be sold to the Delaware Water Pollution Control Revolving Fund in order to (i) finance capital projects of the City, specifically, the separation of stormwater runoff from combined sewer overflow (CSO) with respect to two recently built housing projects and one block of Walnut Street, routing runoff through green infrastructure best management practices to capture the initial one to two inches of precipitation through a combination of rain gardens, subsurface trenches, and bioswales, as set forth in the City’s capital budget for its Fiscal Year ending June 30, 2016, (ii) pay administrative costs relating to such capital projects, and (iii) pay the costs of issuing the 2021 Bond.

W0113147

AN ORDINANCE TO AUTHORIZE AND APPROVE AN AGREEMENT BETWEEN THE CITY OF WILMINGTON AND THE LERRO CORPORATION FOR ON-SITE ENGINEERING SERVICES FOR THE WITN TV STATION

#0014

Sponsor:

Council
Member
Johnson

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 desires to enter into an agreement (the "Agreement") with The Lerro Corporation ("Lerro") for on-site engineering services for the WITN TV station, a copy of which, in substantial form, is attached hereto and incorporated by reference herein as Exhibit "A"; and

WHEREAS, the term of the Agreement is for the period from March 1, 2021 through December 31, 2024, at an estimated price of One Thousand Two Hundred Fifty Dollars (\$1,250.00) per month; and

WHEREAS, it is the recommendation of City Council that the City enter into the Agreement with Lerro for the period from March 1, 2021 through December 31, 2024.

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

SECTION 1. The Agreement between the City of Wilmington and The Lerro Corporation, a copy of which Agreement, in substantial form, is attached hereto as Exhibit "A," for the period from March 1, 2021 through December 31, 2024, at an estimated price of One Thousand Two Hundred Fifty Dollars (\$1,250.00) per month, is hereby approved, and the President of City Council, or his designee, is hereby authorized to execute as many copies of the Agreement, as well as take 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..... February 4, 2021
Second Reading..... February 4 , 2021
Third Reading.....

Passed by City Council,

President of City Council

ATTEST: _____
City Clerk

Approved this ____ day of _____, 2021.

Mayor

SYNOPSIS: This Ordinance authorizes the execution of an agreement with The Lerro Corporation for on-site engineering services for the WITN TV Station for the period from March 1, 2021 through December 31, 2024, at an estimated price of One Thousand Two Hundred Fifty Dollars (\$1,250.00) per month.

FISCAL IMPACT STATEMENT: The fiscal impact of this Ordinance is a contract for the period from March 1, 2021 through December 31, 2024, at an estimated price of One Thousand Two Hundred Fifty Dollars (\$1,250.00) per month and a total estimated price of Fifty-Seven Thousand Five Hundred Dollars (\$57,500.00).

W0113194

EXHIBIT A

**AGREEMENT BETWEEN THE CITY OF WILMINGTON
AND THE LERRO CORPORATION**

THIS AGREEMENT (this "Agreement"), dated the ____ day of _____, 2021, is made by and between the **CITY OF WILMINGTON** (the "City"), by and through Wilmington City Council, and **THE LERRO CORPORATION** ("Lerro").

WHEREAS, the City desires to obtain on-site engineering services at the WITN TV station on a monthly basis; and

WHEREAS, the City has engaged Lerro to perform the aforementioned services.

NOW THEREFORE, WITNESSETH that the City and Lerro, in connection with their mutual promises made below, agree as follows:

- A. Scope of Services.** Lerro shall provide on-site engineering services to the City at the City's WITN TV station on a monthly basis as directed by the City. These services shall include, but not be limited to, the services specified herein.
- (1) Lerro shall provide at least one (1) monthly on-site visit to the City to perform engineering services, including, but not limited to, maintenance checks of all video equipment. The City is entitled to a maximum of two (2) on-site visits per month.
 - (2) WITN will keep a list of work that needs to be performed by Lerro. On the scheduled service day(s), Lerro shall complete as much of that work as possible. Lerro shall perform the jobs that WITN prioritizes as the most important first. Lerro shall use the remainder of the service day(s) for routine preventive maintenance. Routine preventive maintenance includes cleaning all video recorders, equipment setup, and adjustment or reconfiguration of equipment.
 - (3) If there is unfinished work that cannot wait until the next month's service time, Lerro shall perform the work during the current month and either bill the City for the additional time at a rate agreed upon by the City and Lerro or use the scheduled service time for the next month to complete the unfinished work in the current month. If such a situation arises, Lerro shall contact the City and allow the City to choose the option it prefers.
 - (4) On-site repair, if possible, of any malfunction that occurs during normal use of the equipment shall be covered by this Agreement.
- B. Term.** The term of this Agreement shall be from March 1, 2021 to December 31, 2024.
- C. Compensation.** For services rendered by Lerro to the City under this Agreement, the City shall pay to Lerro One Thousand Two Hundred Fifty Dollars (\$1,250.00)

per month, for a total amount of Fifteen Thousand Dollars (\$15,000.00) per year. The monthly service charge does not include the cost of replacement parts or repairs to equipment that must be sent to Lerro's service facility for repairs. Lerro shall submit monthly bills and reports of its services to the City starting one month from the commencement date of this Agreement. The City shall make payments for Lerro's services within thirty (30) days of receipt of undisputed invoices for the services. In the event that any funds paid by the City under this Agreement are used for purposes other than those specifically stated herein or otherwise approved by the City in writing, Lerro may be required to reimburse the City up to the total amount of such funds.

- D. **General Terms and Conditions.** The City of Wilmington General Terms and Conditions, attached as Exhibit A to this Agreement, are incorporated herein and shall become an integral part of this Agreement.
- E. **Time.** Time is of the essence in this Agreement.
- F. **Lack of Waiver.** Failure by the City to enforce any term of this Agreement shall not constitute a waiver of such term in the future or prevent the City from enforcing such term or otherwise strictly exercising all of its rights under this Agreement at any time.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

CITY OF WILMINGTON

Witness

Ernest "Trippi" Congo
City Council President
800 North French Street, 9th Floor
Wilmington, DE 19801

THE LERRO CORPORATION

Witness

Matthew Murphy
Secretary Treasurer
Valley Forge Corporate Center
905 Madison Avenue
Norristown, PA 19403

EXHIBIT A

CITY OF WILMINGTON GENERAL TERMS AND CONDITIONS

(the Agreement as supplemented by these General Terms and Conditions shall hereinafter be referred to collectively as the "Agreement")

1. **Insurance Coverage.** The Lerro Corporation (the "Contractor") shall provide insurance coverage for itself and all of its employees, if any, used in connection with the Agreement as follows: workers' compensation as required by law; comprehensive general liability coverage for personal injury, including death, and property damage in the minimum amount of One Million Dollars (\$1,000,000.00); and professional liability coverage in the minimum amount of One Million Dollars (\$1,000,000.00). Such policies shall be issued by a financially sound carrier and/or carriers and shall be subject to the reasonable approval of the City of Wilmington ("City"). Contractor shall provide the City with a certificate of insurance evidencing the above-stated coverage and naming the City as an additional insured.

2. **Use of Subcontractors.** Contractor may use qualified consultants, subconsultants, or subcontractors to perform the services required under this Agreement upon the approval of the City.

3. **Discrimination and Harassment.** In the performance of this Agreement, the parties agree that they shall not discriminate or harass, or permit discrimination or harassment, against any person because of age, sex, marital status, race, religion, color, national origin or sexual orientation.

4. **Indemnification.** Contractor shall defend, indemnify, and hold harmless the City, its employees, agents, and officers, from and against any and all claims, damages, actions, liabilities and expenses, including reasonable attorneys' fees, resulting from the negligent acts or omissions of Contractor, its employees, agents, subcontractors, consultants, or subconsultants in performing the services required under this Agreement.

5. **Records.** Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. Such records shall be made available for audit purposes to the City or its authorized representatives upon request.

6. **Reports and Information.** Contractor, at such time and in such form as the City may require, shall furnish the City such reports as the City may request pertaining to the work or services undertaken pursuant to this Agreement.

7. **Business License.** Contractor shall obtain and/or maintain an appropriate business license from the City of Wilmington Department of Finance.

8. **Taxes.** Contractor shall withhold, if applicable, City of Wilmington wage taxes from the compensation of its officers, agents and employees as required by the City of Wilmington wage tax law.

9. **Findings Confidential.** All of the drawings, plans, designs, reports, analyses, specifications, information, examinations, proposals, illustrations, copies, maps, graphics, slides, and documents prepared, assembled, drafted or generated by Contractor under this Agreement are confidential, and Contractor agrees that such documents shall not be made available to anyone, without the prior written approval of the City.

10. **Ownership of Information.** All of the drawings, plans, designs, reports, analyses, specifications, information, examinations, proposals, brochures, illustrations, copies, maps, graphics, slides, and documents prepared, assembled, drafted, or generated by Contractor in connection with this Agreement shall become the exclusive property of the City for use by the City as the City deems appropriate. Contractor may keep copies of such documents for its records. Any reuse of the documents without the Contractor's written consent shall be at user's risk and responsibility.

11. **Notices.** Any notice which is required or may be given in connection with this Agreement shall be addressed to the parties as follows:

The City:

Yesenia Taveras
Wilmington City Council
800 North French Street, 9th Floor
Wilmington, DE 19801

The Contractor:

Matthew Murphy
Valley Forge Corporate Center
905 Madison Avenue
Norristown, PA 19403

12. **Independent Contractor.** Contractor (and its employees and agents) is an independent contractor and not an employee or agent of the City.

13. **Oral Modifications.** This Agreement may not be changed orally, but only by an agreement in writing and signed by both parties.

14. **Conflict Between Provisions.** To the extent that there is any conflict between these General Terms and Conditions and other portions of the Agreement, the terms set forth in these General Terms and Conditions shall govern.

15. **Successors and Assigns.** This Agreement, and all the terms and provisions hereof, shall be binding upon and shall inure to the benefit of the City and Contractor, and their respective legal representatives, successors, and assigns.

16. **Termination.** The City may terminate this Agreement at its convenience upon two weeks' notice. In the event of termination, the City shall pay to Contractor any fees then due for services performed by Contractor through the effective date of termination, if such services have been performed as specified in the Agreement. Contractor, upon receipt of such payment, shall deliver to City any deliverables, reports, or other documents to the extent then completed.

17. **Severability.** The Agreement is intended to be performed in accordance with and only to the extent permitted by all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall for any reason and to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

18. **Payment.** Payment shall be made by the City to the Contractor as provided in this Agreement after the satisfactory completion of the work specified in this Agreement and upon proper, undisputed invoice to the City.

19. **Applicable Law and Dispute Resolution.** The laws of the State of Delaware shall govern this Agreement. All disputes in connection with this Agreement shall be resolved by the courts of New Castle County, Delaware. Contractor agrees to submit exclusively to the jurisdiction and venue of said courts.

20. **Signed Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

W0113151

AN ORDINANCE CONSTITUTING AMENDMENT NO. 2 TO THE FISCAL YEAR 2021 OPERATING BUDGET (BEING AN ORDINANCE TO AMEND SUBSTITUTE NO. 1 TO ORDINANCE NO. 20-016)

#0015

WHEREAS, City Council has enacted Substitute No. 1 to Ordinance No. 20-016, the

Sponsor:

Annual Operating Budget for Fiscal Year 2021; and

Council
Member
Johnson

WHEREAS, Council deems it necessary and appropriate to amend the Annual Operating Budget for Fiscal Year 2021 to increase the Public Works Department Water/Sewer Fund Materials, Supplies, and Equipment account group budget appropriation by \$2,500,000 to cover increased Class B biosolids disposal costs resulting from damage to the sludge dryer at the City's Renewable Energy Biosolids Facility; and

WHEREAS, in consideration of the foregoing, Council deems it necessary and appropriate to amend the Annual Operating Budget for Fiscal Year 2021 as set forth herein.

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

SECTION 1. The following financial program is hereby adopted for Fiscal Year 2021, and appropriations are hereby made from the various operating and special funds to the Council, the Mayor, and all offices, departments, boards, and commissions, as indicated in the following sections.

SECTION 2. Appropriations in the sum of \$179,197,896 are hereby made from a general fund, as follows:

TO THE MAYOR:			
	<u>City</u>	<u>Special</u>	<u>Total</u>
Personal Services	\$3,684,146	\$77,031	\$3,761,177
Materials, Supplies, and Equipment	1,553,725	0	1,553,725
Special Purpose	0	0	0
Debt Service	2,994,340	0	2,994,340
Total	\$8,232,211	\$77,031	\$8,309,242

TO THE DIRECTOR OF THE OFFICE OF MANAGEMENT AND BUDGET - CONTINGENCIES:			
	<u>City</u>	<u>Special</u>	<u>Total</u>
Contingent Reserves	\$500,000	\$0	\$500,000
Total	\$500,000	\$0	\$500,000

The Director of the Office of Management and Budget is authorized to transfer to each office, department, board, or commission such portions of the Contingent Reserves that will be sufficient to pay for unanticipated budgetary expenses.

TO THE DIRECTOR OF THE OFFICE OF MANAGEMENT AND BUDGET - SNOW AND WEATHER EMERGENCIES:			
	<u>City</u>	<u>Special</u>	<u>Total</u>
Snow and Weather Emergencies	\$172,000	\$0	\$172,000
Total	\$172,000	\$0	\$172,000

The Director of the Office of Management and Budget is authorized to transfer to each office, department, board, or commission such portions of the foregoing sum that, taken with amounts otherwise available to each such office, department, board, or commission, will be sufficient to pay for the contractual cost, overtime cost, materials, supplies, and equipment cost of emergency snow removal and weather emergencies.

TO THE PLANNING DEPARTMENT:			
	<u>City</u>	<u>Special</u>	<u>Total</u>
Personal Services	\$1,106,047	\$38,649	\$1,144,696
Materials, Supplies, and Equipment	217,724	0	217,724
Special Purpose	0	0	0
Debt Service	121,082	0	121,082
Total	\$1,444,853	\$38,649	\$1,483,502

TO THE CITY COUNCIL:			
	<u>City</u>	<u>Special</u>	<u>Total</u>
Personal Services	\$1,361,187	\$773,846	\$2,135,033
Materials, Supplies, and Equipment	409,776	177,352	587,128
Special Purpose	8,000	0	8,000
Debt Service	1,220	35,831	37,051
Total	\$1,780,183	\$987,029	\$2,767,212

TO THE CITY TREASURER:			
	<u>City</u>	<u>Special</u>	<u>Total</u>
Personal Services	\$354,811	\$508,280	\$863,091
Materials, Supplies, and Equipment	130,646	5,110,952	5,241,598
Total	\$485,457	\$5,619,232	\$6,104,689

TO THE AUDITING DEPARTMENT:			
	<u>City</u>	<u>Special</u>	<u>Total</u>
Personal Services	\$628,718	\$0	\$628,718
Materials, Supplies, and Equipment	230,543	0	230,543
Total	\$859,261	\$0	\$859,261

TO THE LAW DEPARTMENT:			
	<u>City</u>	<u>Special</u>	<u>Total</u>
Personal Services	\$2,085,756	\$0	\$2,085,756
Materials, Supplies, and Equipment	457,499	0	\$457,499
Total	\$2,543,255	\$0	\$2,543,255

TO THE FINANCE DEPARTMENT:			
	<u>City</u>	<u>Special</u>	<u>Total</u>
Personal Services	\$5,337,111	\$0	\$5,337,111
Materials, Supplies, and Equipment	4,233,773	0	4,233,773
Program and Activities	0	0	0
Debt Service	64,419	0	64,419
Total	\$9,635,303	\$0	\$9,635,303

TO THE DEPARTMENT OF COMMERCE			
	<u>City</u>	<u>Special</u>	<u>Total</u>
Debt Service	\$73,269	\$0	\$73,269
Total	\$73,269	\$0	\$73,269

TO THE HUMAN RESOURCES DEPARTMENT			
	<u>City</u>	<u>Special</u>	<u>Total</u>
Personal Services	\$1,816,275	\$0	\$1,816,275
Materials, Supplies, and Equipment	332,803	0	332,803
Debt Service	25,791	0	25,791
Total	\$2,174,869	\$0	\$2,174,869

TO THE DEPARTMENT OF LICENSES AND INSPECTIONS (L&I):			
	<u>City</u>	<u>Special</u>	<u>Total</u>
Personal Services	\$4,206,365	\$0	\$4,206,365
Materials, Supplies, and Equipment	997,938	0	997,938
Debt Service	8,558	0	8,558
Programs and Activities	0	0	0
Total	\$5,212,861	\$0	\$5,212,861

TO THE DEPARTMENT OF L&I FOR ANIMAL CONTROL:			
	<u>City</u>	<u>Special</u>	<u>Total</u>
Special Purpose	\$256,385	\$0	\$256,385
Total	\$256,385	\$0	\$256,385
DEPARTMENT OF L&I TOTAL	\$5,469,246	\$0	\$5,469,246

TO THE DEPARTMENT OF PARKS AND RECREATION:			
	<u>City</u>	<u>Special</u>	<u>Total</u>
Personal Services	\$4,436,877	\$609,368	\$5,046,245
Materials, Supplies, and Equipment	2,293,273	814,564	3,107,837
Debt Service	1,530,537	0	1,530,537
Programs and Activities	0	0	0
Total	\$8,260,687	\$1,423,932	\$9,684,619

TO THE FIRE DEPARTMENT:			
	<u>City</u>	<u>Special</u>	<u>Total</u>
Personal Services	\$21,567,709	\$0	\$21,567,709
Materials, Supplies, and Equipment	2,426,211	201,369	2,627,580
Debt Service	1,411,678	0	1,411,678
Programs and Activities	0	0	0
Total	\$25,405,598	\$201,369	\$25,606,967

TO THE POLICE DEPARTMENT:			
	<u>City</u>	<u>Special</u>	<u>Total</u>
Personal Services	\$51,582,884	\$1,385,794	\$52,968,678
Materials, Supplies, and Equipment	7,845,553	542,388	8,387,941
Debt Service	251,069	0	251,069
Programs and Activities	0	0	0
Total	\$59,679,506	\$1,928,182	\$61,607,688

TO THE DEPARTMENT OF PUBLIC WORKS:			
	<u>City</u>	<u>Special</u>	<u>Total</u>
Personal Services	\$9,819,002	\$0	\$9,819,002
Materials, Supplies, and Equipment	11,337,103	1,233,853	12,570,956
Debt Service	4,633,650	0	4,633,650
Programs and Activities	0	0	0
Total	\$25,789,755	\$1,233,853	\$27,023,608

TO THE DEPARTMENT OF PUBLIC WORKS-			
THE BOARD OF EXAMINING ENGINEERS:			
	<u>City</u>	<u>Special</u>	<u>Total</u>
Personal Services	\$0	\$0	\$0
Materials, Supplies, and Equipment	0	0	0
Total	\$0	\$0	\$0

TO THE DEPARTMENT OF REAL ESTATE AND HOUSING:			
	<u>City</u>	<u>Special</u>	<u>Total</u>
Personal Services	\$285,142	\$827,326	\$1,112,468
Materials, Supplies, and Equipment	2,040,996	143,498	2,184,494
Debt Service	622,815	0	622,815
Programs and Activities	0	2,761,746	2,761,746
Pass-Through	0	0	0
Total	\$2,948,953	\$3,732,570	\$6,681,523

TO THE DEPARTMENT OF INFORMATION TECHNOLOGIES

	<u>City</u>	<u>Special</u>	<u>Total</u>
Personal Services	\$2,166,427	\$0	\$2,166,427
Materials, Supplies, and Equipment	5,949,389	0	5,949,389
Debt Service	385,827	0	385,827
Programs and Activities	0	0	0
Total	\$8,501,643	\$0	\$8,501,643

SECTION 3. The Director of Finance is authorized upon transfer of any function from one office, department, board, or commission to another office, department, board, or commission to transfer to the successor office, department, board, or commission those portions that pertain to the function transferred.

SECTION 4. Whenever, pursuant to the provisions of Section 8-401 of the Charter, employees of any office, department, board, or commission are used by another office, department, board, or commission, the compensation of such employees for the period of such use may, at the discretion of the Director of Finance, be charged against the applicable

appropriations to the using office, department, board, or commission.

SECTION 5. Appropriations in the sum of \$80,307,833 are made from the Water/Sewer Fund as follows:

TO THE DEPARTMENT OF FINANCE - WATER/SEWER BILLING:			
	<u>City</u>	<u>Special</u>	<u>Total</u>
Personal Services	\$2,496,564	\$0	\$2,496,564
Materials, Supplies, and Equipment	4,338,987	0	4,338,987
Debt Service	79,829	0	79,829
Total	\$6,915,380	\$0	\$6,915,380

TO THE AUDITING DEPARTMENT:			
	<u>City</u>	<u>Special</u>	<u>Total</u>
Materials, Supplies, and Equipment	\$97,080	\$0	\$97,080
Total	\$97,080	\$0	\$97,080

TO THE DEPARTMENT OF PUBLIC WORKS:			
	<u>City</u>	<u>Special</u>	<u>Total</u>
Personal Services	\$9,258,087	\$0	\$9,258,087
Materials, Supplies, and Equipment	57,515,564	0	57,515,564
Debt Service	6,521,722	0	6,521,722
Total	\$73,295,373	\$0	\$73,295,373

SECTION 6. Appropriations in the sum of \$38,090,959 are made from the Intragovernmental Service Fund as follows:

TO THE DEPARTMENT OF PUBLIC WORKS:			
	<u>City</u>	<u>Special</u>	<u>Total</u>
Personal Services	\$0	\$0	\$0
Materials, Supplies, and Equipment	7,752,524	0	7,752,524
Debt Service	267,062	0	267,062
Total	\$8,019,586	\$0	\$8,019,586

TO THE HUMAN RESOURCES DEPARTMENT:			
	<u>City</u>	<u>Special</u>	<u>Total</u>
Personal Services	\$1,140,169	\$0	\$1,140,169
Materials, Supplies, and Equipment	5,358,218	0	5,358,218
Special Purpose	23,572,986	0	23,572,986
Total	\$30,071,373	\$0	\$30,071,373

The personal services, materials, supplies, and equipment provided for herein shall be allocated among and paid for by the departments receiving intragovernmental services. The Director of Finance is hereby authorized to transfer funds from the accounts of departments using such intragovernmental services and to adjust upwards the appropriations contained herein for intragovernmental services so long as appropriated funds are available to pay for such services. The appropriations made herein shall be wholly payable from the appropriations for materials, supplies, and equipment made to departments receiving intragovernmental services and the limitations of Wilmington Charter Section 2-300(6) shall not apply.

Appropriations to the Human Resources Department include ongoing funding of the Risk Management Program, pursuant to the provisions of Wilmington City Code, Chapter 2, Article VI, Division 8.

SECTION 7. Appropriations in the sum of \$15,241,847 not subject to the limitations of Wilmington Charter Section 2-300(6), are included in the appropriations of Sections 2, 5, and 6, under the heading “Special”. These appropriations of special funds are made contingent upon the receipt of funds and shall be utilized in the manner prescribed by the statutes, ordinances, regulations, resolutions, and/or grants from which they derive. In the event new funds are received or funds are received in greater or lesser amounts than appropriated above, spending shall be adjusted upward or downward in accordance with the funds available. In no

event shall spending of the special funds herein provided for exceed the amounts actually received or otherwise made available.

SECTION 8. Except as otherwise provided by this Ordinance, special funds, heretofore established pursuant to any ordinances, statutes, resolutions, and/or grants shall continue to be utilized in Fiscal Year 2021 for the purpose and in the manner prescribed by such ordinances, statutes, resolutions, and/or grants to the extent that they are consistent with the provisions of the Wilmington Home Rule Charter.

When, under the Charter, an appropriation is a prerequisite to the payment of money from such special funds, this section shall be construed as an appropriation of the full proceeds of such funds for the purposes heretofore authorized by such ordinances, statutes, resolutions and/or grants.

SECTION 9. The amounts herein appropriated for materials, supplies, and equipment shall be deemed to be available for encumbrance upon the effective date of this Ordinance, to the extent necessary to facilitate the operations of the various offices, departments, boards, and commissions for Fiscal Year 2021, provided that no services shall be rendered prior to July 1, 2020, and no materials, supplies, and equipment acquired shall be used in Fiscal Year 2020, except to the extent required to prepare for Fiscal Year 2021 operations.

SECTION 10. A. Position Allocation. Attachment “A” hereto sets forth the positions authorized to be filled between July 1, 2020 and June 30, 2021. Pursuant to Section 40-36 of the City Code, any previously existing classifications and allocation of classifications are hereby abolished. Hereinafter, no additional positions shall be created or allocated without review and approval by the Administrative Board and designation by ordinance of the City Council, except that nothing in this Ordinance shall preclude the hiring and payment of

employees filling positions where monies other than those appropriated by this Ordinance are available. Notwithstanding the foregoing, the Director of Human Resources shall have the authority to amend the Fire Department positions on Attachment “A” for Fiscal Year 2021, subject to the review and approval of the Administrative Board, without any further action of City Council.

B. Executive and Managerial Salary Program and Salary Review Matrix. Attachment “B” hereto sets forth for Fiscal Year 2021 the positions that are in the executive and management salary program, the salary review matrix, and the declared maximum salary rates for Department Heads, pursuant to the provisions of Wilmington City Code, Chapter 40, Article II, Division 3, as amended by Substitute No. 1 to Ordinance No. 04-010.

C. Non-Union Employee Salaries. Attachment “C” hereto sets forth the Non-Union Salaries and the Grades and Steps for the same for Fiscal Year 2021.

SECTION 11. All unencumbered balances on hand as of July 1, 2021, held by any office, department, board, or commission named in Sections 2, 5, and 6 of this Ordinance shall revert to the City of Wilmington Current Account.

SECTION 12. In order to balance the Fiscal Year 2021 General Fund Operating Budget, the use of up to \$5.8 million from the Tax Stabilization Reserve portion of General Fund Balance is hereby authorized for Fiscal Year 2021.

SECTION 13. In order to balance the Fiscal Year 2021 Water/Sewer Fund Operating Budget, the use of up to \$2.5 million from the Water/Sewer Fund Rate Stabilization Reserve is hereby authorized for Fiscal Year 2021.

SECTION 14. A fund balance transfer of \$1.25 million from the Tax Stabilization Reserve portion of General Fund Balance to the Economic Strategic Fund is hereby authorized

for Fiscal Year 2021.

SECTION 15. Effective Date. This Ordinance shall be deemed effective as of its date of passage by City Council and approval by the Mayor.

First Reading February 4, 2021
Second Reading February 4, 2021
Third Reading

Passed by City Council,

President of City Council

ATTEST: _____
City Clerk

Approved this ____ day of _____, 2021.

Mayor

SYNOPSIS & FISCAL IMPACT: This Ordinance is the second amendment to the Fiscal Year 2021 Operating Budget Ordinance. It increases the Public Works Department Water/Sewer Fund Materials, Supplies, and Equipment Fiscal Year 2021 account group budget appropriation by \$2,500,000 to pay for increased Class B biosolids disposal costs resulting from damage to the sludge dryer at the City’s Renewable Energy Biosolids Facility. The fiscal impact to the Water/Sewer Fund is an increase of \$2,500,000 in expenditures, which will be funded by utilizing the Water/Sewer Fund Rate Stabilization Reserve.

W0113127

ATTACHMENT A

Fiscal Year 2021
DEPARTMENTAL POSITION ALLOCATION LIST

Fund: General
Department: Mayor's Office

<u>Job Title</u>	<u>No.</u>	<u>Grade</u>	<u>Revenues</u>	
			<u>City</u>	<u>Special</u>
Mayor	1.00	Ext	1.00	0.00
Mayor's Chief of Staff	1.00	E 11	1.00	0.00
Deputy Chief of Staff for Fiscal and Management Operations	1.00	E 10	1.00	0.00
Deputy Chief of Staff for Policy and Communications	1.00	E 10	1.00	0.00
Director of Economic Development	1.00	E 09	1.00	0.00
Deputy Director of Economic Development	1.00	E 07	1.00	0.00
Emergency Management Director	1.00	E 07	0.50	0.50
Special Assistant to the Mayor	1.00	E 07	1.00	0.00
Director of Cultural Affairs	1.00	E 06	1.00	0.00
Policy Analyst	1.00	E 06	1.00	0.00
Best Practices/Innovation Specialist	1.00	E 05	1.00	0.00
Director of Constituent Services	1.00	E 05	1.00	0.00
Arts & Cultural Outreach Specialist	1.00	E 04	1.00	0.00
Digital and Social Media Manager	1.00	E 04	1.00	0.00
Economic Development Project Manager I	1.00	E 04	1.00	0.00
Office Manager/Administrative Assistant	1.00	E 04	1.00	0.00
Marketing and Special Projects Coordinator	1.00	E 04	1.00	0.00
Special Assistant	1.00	E 04	1.00	0.00
Special Assistant for Community Engagement	1.00	E 04	1.00	0.00
Communications Specialist	1.00	E 03	1.00	0.00
Community Referral Specialist	1.00	E 03	1.00	0.00
Administrative Assistant II	1.00	E 02	1.00	0.00
Constituent Services Officer	2.00	E 02	2.00	0.00
Mayor's Office Receptionist	1.00	E 01	1.00	0.00
Budget Director	1.00	M 08	1.00	0.00
Assistant Budget Director	1.00	M 06	1.00	0.00
Small and Minority Business Development Manager	1.00	M 05	1.00	0.00
Fiscal & Operations Analyst	3.00	S	3.00	0.00
Civil Appeals Administrator	1.00	N	1.00	0.00
Constituent Services Project Specialist	1.00	N	1.00	0.00
Constituent Services Representative	1.00	G	1.00	0.00
DEPARTMENT TOTAL	34.00		33.50	0.50

Fund: General
Department: Information Technologies
Fiscal Year 2021

<u>Job Title</u>	<u>No.</u>	<u>Grade</u>	<u>Revenues</u>	
			<u>City</u>	<u>Special</u>
Director of Information Technologies	1.00	M 07	1.00	0.00
Application Support Specialist II	2.00	T	2.00	0.00
Senior Information Desktop Engineer	1.00	S	1.00	0.00
Mapping & Graphics Manager	1.00	S	1.00	0.00
Information Systems Administrator	1.00	S	1.00	0.00
Network Technician	1.00	R	1.00	0.00
Information Help Desk Coordinator	1.00	Q	1.00	0.00
Information Desktop Engineer	1.00	P	1.00	0.00
Information Help Desk Engineer	3.00	P	3.00	0.00
Application Support Specialist I	1.00	P	1.00	0.00
Telephony Analyst	1.00	O	1.00	0.00
Webmaster	1.00	O	1.00	0.00
Information Analyst I	1.00	N	1.00	0.00
IT Office Coordinator	1.00	M	1.00	0.00
Mapping Technician II	1.00	L	1.00	0.00
Communications Assistant	1.00	G	1.00	0.00
Document Management Technician	1.00	G	1.00	0.00
IT Support Services Technician	1.00	D	1.00	0.00
DEPARTMENT TOTAL	21.00		21.00	0.00

Fund: General
Department: Planning
Fiscal Year 2021

<u>Job Title</u>	<u>No.</u>	<u>Grade</u>	<u>Revenues</u>	
			<u>City</u>	<u>Special</u>
Director of Planning and Development	1.00	E 08	1.00	0.00
Administrative Assistant II	1.00	E 02	1.00	0.00
Planning Manager	1.00	M 07	1.00	0.00
Planning Grants Coordinator	1.00	M 05	1.00	0.00
Senior Planner Design & Review	1.00	T	1.00	0.00
Senior Planner III	1.00	S	1.00	0.00
Senior Planner II	1.00	R	1.00	0.00
Planner II	2.00	Q	1.55	0.45
Planner I	1.00	N	1.00	0.00
DEPARTMENT TOTAL	10.00		9.55	0.45

Fund: General
Department: City Council
Fiscal Year 2021

<u>Job Title</u>	<u>No.</u>	<u>Grade</u>	<u>Revenues</u>	
			<u>City</u>	<u>Special</u>
President of City Council	1.00	Ext	1.00	0.00
Finance Chairman	1.00	Ext	1.00	0.00
President Pro Tempore	1.00	Ext	1.00	0.00
Council Members	10.00	Ext	10.00	0.00
Chief of Staff	1.00	Ext	0.75	0.25
Legislative & Community Director	1.00	Ext	1.00	0.00
City Clerk	1.00	Ext	1.00	0.00
Deputy Station Manager	1.00	Ext	0.00	1.00
Digital & Media Content Producer	1.00	Ext	0.00	1.00
Digital Media & Web Content Creator	1.00	Ext	0.00	1.00
Executive Administrative Assistant	1.00	Ext	1.00	0.00
Strategy & Policy Director	1.00	Ext	1.00	0.00
Legislative Administrative Assistant	1.00	Ext	0.50	0.50
Legislative Administrative Assistant/Deputy City Clerk	1.00	Ext	1.00	0.00
Producer	2.00	Ext	0.00	2.00
Senior Producer/On-Air Talent	1.00	Ext	0.00	1.00
Senior Producer	1.00	Ext	0.00	1.00
Station Manager-WITN	1.00	Ext	0.00	1.00
DEPARTMENT TOTAL	28.00		19.25	8.75

Fund: General
Department: City Treasurer
Fiscal Year 2021

<u>Job Title</u>	<u>No.</u>	<u>Grade</u>	<u>Revenues</u>	
			<u>City</u>	<u>Special</u>
City Treasurer	1.00	Ext	0.50	0.50
Deputy Treasurer	1.00	Ext	0.50	0.50
Administrative Assistant to the City Treasurer	1.00	Ext	0.50	0.50
Pension Manager	1.00	Ext	0.00	1.00
Debt Manager/System Coordinator	1.00	Ext	0.50	0.50
Senior Treasury Analyst	2.00	Q	1.00	1.00
DEPARTMENT TOTAL	7.00		3.00	4.00

Fund: General
Department: City Auditor
Fiscal Year 2021

<u>Job Title</u>	<u>No.</u>	<u>Grade</u>	<u>Revenues</u>	
			<u>City</u>	<u>Special</u>
City Auditor	1.00	E 08	1.00	0.00
Auditing Manager	1.00	M 06	1.00	0.00
Senior Auditor	3.00	S	3.00	0.00
DEPARTMENT TOTAL	5.00		5.00	0.00

Fund: General
Department: Law
Fiscal Year 2021

<u>Job Title</u>	<u>No.</u>	<u>Grade</u>	<u>Revenues</u>	
			<u>City</u>	<u>Special</u>
City Solicitor	1.00	E 10	1.00	0.00
Deputy City Solicitor	1.00	E 09	1.00	0.00
Senior Assistant City Solicitor	3.00	E 08	3.00	0.00
Assistant City Solicitor	5.00	E 07	5.00	0.00
Legal Office Administrator	1.00	M 04	1.00	0.00
Litigation Assistant	1.00	P	1.00	0.00
Real Estate Legal Coordinator	1.00	P	1.00	0.00
Legal Assistant II	1.00	O	1.00	0.00
Nuisance Property Administrator	1.00	O	1.00	0.00
Legal Assistant I	2.00	M	2.00	0.00
DEPARTMENT TOTAL	17.00		17.00	0.00

Fund: General
Department: Finance
Fiscal Year 2021

<u>Job Title</u>	<u>No.</u>	<u>Grade</u>	<u>Revenues</u>	
			<u>City</u>	<u>Special</u>
Director of Finance	0.50	E 10	0.50	0.00
Deputy Director of Finance	0.60	E 08	0.60	0.00
Administrative Assistant II	0.75	E 02	0.75	0.00
Principal Analyst	0.50	M 06	0.50	0.00
Procurement Manager	1.00	M 06	1.00	0.00
Accounting Manager	0.65	M 06	0.65	0.00
Customer Service Manager	0.50	M 06	0.50	0.00
Revenue Manager	0.35	M 06	0.35	0.00
Tax Manager	1.00	M 06	1.00	0.00
Senior Financial Analyst	0.80	M 05	0.80	0.00
Billing Manager	0.20	T	0.20	0.00
Revenue Supervisor	0.50	T	0.50	0.00
Tax Supervisor	1.00	T	1.00	0.00
Delinquent Accounts Supervisor	0.50	S	0.50	0.00
Grant Accountant	0.75	S	0.75	0.00
Grant Coordinator	0.75	S	0.75	0.00
Parking Services Supervisor	1.00	S	1.00	0.00
Senior Accountant	2.00	S	2.00	0.00
Assistant Tax Supervisor	1.00	R	1.00	0.00
Revenue Audit Agent	2.00	R	2.00	0.00
Sheriff Sale Administrator	0.10	R	0.10	0.00
Real Estate Coordinator	1.00	Q	1.00	0.00
Senior Procurement Specialist	1.00	Q	1.00	0.00
Purchasing Agent II	1.00	P	1.00	0.00
Customer Service Consultant	0.20	O	0.20	0.00
Staff Accountant	0.50	O	0.50	0.00
Accounts Payable Supervisor	0.50	N	0.50	0.00
Assistant Central Cashiering Supervisor	0.50	N	0.50	0.00
Assistant Revenue Audit Agent	1.00	M	1.00	0.00
Senior EIT Agent	2.00	M	2.00	0.00
Settlement Clerk	0.20	M	0.20	0.00
Delinquent Accounts Agent	1.50	L	1.50	0.00
EIT Agent	4.00	L	4.00	0.00
Purchasing Technician	1.00	J	1.00	0.00
Senior Parking Regulations Enforcement Officer	1.00	J	1.00	0.00
Assistant EIT Agent	1.00	I	1.00	0.00
Customer Service Representative II	3.50	I	3.50	0.00
Account Entry Clerk	3.50	G	3.50	0.00
Administrative Clerk I	3.50	G	3.50	0.00
Scofflaw Enforcer	2.00	G	2.00	0.00
Account Clerk III	0.50	F	0.50	0.00
Parking Regulations Enforcement Officer	13.00	F	13.00	0.00
DEPARTMENT TOTAL	58.85		58.85	0.00

Fund: Water and Sewer
Department: Finance
Fiscal Year 2021

<u>Job Title</u>	<u>No.</u>	<u>Grade</u>	<u>Revenues</u>	
			<u>City</u>	<u>Special</u>
Director of Finance	0.50	E 10	0.50	0.00
Deputy Director of Finance	0.40	E 08	0.40	0.00
Administrative Assistant II	0.25	E 02	0.25	0.00
Accounting Manager	0.35	M 06	0.35	0.00
Customer Service Manager	0.50	M 06	0.50	0.00
Principal Analyst	0.50	M 06	0.50	0.00
Revenue Manager	0.65	M 06	0.65	0.00
Senior Financial Analyst	0.20	M 05	0.20	0.00
Billing Manager	0.80	T	0.80	0.00
Revenue Supervisor	0.50	T	0.50	0.00
Delinquent Accounts Supervisor	0.50	S	0.50	0.00
Grant Accountant	0.25	S	0.25	0.00
Grant Coordinator	0.25	S	0.25	0.00
Senior Accountant	1.00	S	1.00	0.00
Sheriff Sale Administrator	0.90	R	0.90	0.00
Billing Analyst	3.00	Q	3.00	0.00
Customer Service Consultant	2.80	O	2.80	0.00
Staff Accountant	1.50	O	1.50	0.00
Accounts Payable Supervisor	0.50	N	0.50	0.00
Assistant Central Cashiering Supervisor	0.50	N	0.50	0.00
Settlement Clerk	0.80	M	0.80	0.00
Delinquent Accounts Agent	1.50	L	1.50	0.00
Meter Reader Service Coordinator	1.00	K	1.00	0.00
Customer Service Representative II	3.50	I	3.50	0.00
Delinquent Accounts Officer	1.00	H	1.00	0.00
Account Entry Clerk	0.50	G	0.50	0.00
Administrative Clerk I	0.50	G	0.50	0.00
Account Clerk III	0.50	F	0.50	0.00
DEPARTMENT TOTAL	25.15		25.15	0.00

Fund: General
Department: Human Resources
Fiscal Year 2021

<u>Job Title</u>	<u>No.</u>	<u>Grade</u>	<u>Revenues</u>	
			<u>City</u>	<u>Special</u>
Director of Human Resources	0.55	E 09	0.55	0.00
Deputy Director of Human Resources	0.55	E 08	0.55	0.00
Administrative Assistant II	1.00	E 02	1.00	0.00
Director of Employment Services	1.00	M 07	1.00	0.00
Director of Classification & Compensation	1.00	M 06	1.00	0.00
Human Resources Administrator	3.00	M 04	3.00	0.00
Human Resources Information Systems Administrator	1.00	T	1.00	0.00
Labor Relations Specialist	1.00	R	1.00	0.00
Compensation Specialist	1.00	Q	1.00	0.00
Compliance Specialist	1.00	P	1.00	0.00
Human Resources Information and Systems Analyst	1.00	P	1.00	0.00
HRIS Coordinator	1.00	N	1.00	0.00
Human Resources Specialist	1.00	N	1.00	0.00
Retirement Specialist	0.50	N	0.50	0.00
Human Resources Leave Administrator	1.00	L	1.00	0.00
Human Resources Office Assistant	1.00	G	1.00	0.00
DEPARTMENT TOTAL	16.60		16.60	0.00

Fund: Internal Service
Department: Human Resources
Fiscal Year 2021

<u>Job Title</u>	<u>No.</u>	<u>Grade</u>	<u>Revenues</u>	
			<u>City</u>	<u>Special</u>
Director of Human Resources	0.45	E 09	0.45	0.00
Deputy Director of Human Resources	0.45	E 08	0.45	0.00
Employee Benefits Manager	1.00	M 06	1.00	0.00
Occupational Health, Safety & Loss Prevention Programs Manager	1.00	M 05	1.00	0.00
Occupational Health Nurse	1.00	R	1.00	0.00
Senior Employee Benefits Administrator	1.00	Q	1.00	0.00
Claims Supervisor	1.00	P	1.00	0.00
Employee Benefits Administrator	1.00	P	1.00	0.00
Risk Management Analyst	1.00	O	1.00	0.00
Retirement Specialist	0.50	N	0.50	0.00
Medical Dispensary Coordinator	1.00	K	1.00	0.00
DEPARTMENT TOTAL	9.40		9.40	0.00

Fund: General
Department: Licenses and Inspections
Fiscal Year 2021

<u>Job Title</u>	<u>No.</u>	<u>Grade</u>	<u>Revenues</u>	
			<u>City</u>	<u>Special</u>
Commissioner of Licenses and Inspections	1.00	E 09	1.00	0.00
Deputy Commissioner of Licenses and Inspections	1.00	E 07	1.00	0.00
Administrative Assistant I	1.00	E 01	1.00	0.00
Code Enforcement Supervisor	1.00	T	1.00	0.00
Zoning Manager	1.00	T	1.00	0.00
Building Code Enforcement Inspector	5.00	Q	5.00	0.00
Plans Examiner	1.00	Q	1.00	0.00
Mechanical Code Enforcement Inspector	1.00	Q	1.00	0.00
Code Enforcement Inspector	18.00	P	18.00	0.00
Code Enforcement Administrator	1.00	O	1.00	0.00
Zoning Enforcement Officer	1.00	N	1.00	0.00
Building Permit Director	1.00	M	1.00	0.00
Business Compliance Officer	1.00	M	1.00	0.00
Administrative Supervisor	1.00	L	1.00	0.00
Administrative Clerk III	1.00	I	1.00	0.00
Administrative Clerk I	5.00	G	5.00	0.00
Records Clerk	1.00	C	1.00	0.00
DEPARTMENT TOTAL	42.00		42.00	0.00

Fund: General
Department: Parks and Recreation
Fiscal Year 2021

<u>Job Title</u>	<u>No.</u>	<u>Grade</u>	<u>Revenues</u>	
			<u>City</u>	<u>Special</u>
Director of Parks and Recreation	1.00	E 08	1.00	0.00
Deputy Director of Parks and Recreation	1.00	E 06	1.00	0.00
Administrative Assistant I	1.00	E 01	1.00	0.00
Superintendent of Maintenance, Parks & Recreation	1.00	M 05	1.00	0.00
Superintendent of Recreation	1.00	M 05	1.00	0.00
Youth & Families Manager	1.00	M 05	1.00	0.00
Parks Maintenance Supervisor	2.00	M 04	2.00	0.00
Parks Financial Administrator	1.00	P	1.00	0.00
Nutrition Program Coordinator	1.00	N	0.60	0.40
Program and Grants Coordinator	1.00	N	1.00	0.00
Youth & Families Program Administrator	1.00	N	1.00	0.00
Activities Coordinator	1.00	M	1.00	0.00
Physical Activities Coordinator	1.00	M	1.00	0.00
Recreation Program Coordinator	2.00	M	2.00	0.00
Equipment and Transportation Assistant	1.00	K	1.00	0.00
Accounts & Program Support Coordinator	1.00	H	1.00	0.00
Labor Foreman II	5.00	H	5.00	0.00
Small Engine Mechanic	1.00	H	1.00	0.00
Maintenance Mechanic III	1.00	G	1.00	0.00
Equipment Operator IV	3.00	F	3.00	0.00
Pool Mechanic	1.00	F	1.00	0.00
Labor Foreman I	3.00	E	3.00	0.00
Clerk II	1.00	D	1.00	0.00
Equipment Operator II	3.00	D	3.00	0.00
Nursery Technician	1.00	D	1.00	0.00
General Laborer I	4.00	B	4.00	0.00
DEPARTMENT TOTAL	41.00		40.60	0.40

Fund: General
Department: Fire
Fiscal Year 2021

<u>Job Title</u>	<u>No.</u>	<u>Grade</u>	<u>Revenues</u>	
			<u>City</u>	<u>Special</u>
Chief of Fire	1.00	E 09	1.00	0.00
Deputy Chief	2.00	E 07	2.00	0.00
Administrative Assistant II	1.00	E 02	1.00	0.00
Battalion Chief	8.00		8.00	0.00
Captain	10.00		10.00	0.00
Lieutenant	26.00		26.00	0.00
Firefighter	109.00		109.00	0.00
Fire Plans Reviewer	1.00	P	1.00	0.00
Executive Assistant to the Chief	1.00	N	1.00	0.00
Fiscal Administrator	1.00	K	1.00	0.00
Administrative Clerk II	1.00	H	1.00	0.00
DEPARTMENT TOTAL	161.00		161.00	0.00

Fund: General
Department: Police
Fiscal Year 2021

<u>Job Title</u>	<u>No.</u>	<u>Grade</u>	<u>Revenues</u>	
			<u>City</u>	<u>Special</u>
Chief of Police	1.00	E 09	1.00	0.00
Police Policy and Communications Director	1.00	E 06	1.00	0.00
Inspector	2.00		2.00	0.00
Captain	7.00		7.00	0.00
Lieutenant	11.00		11.00	0.00
Sergeant	38.00		38.00	0.00
Patrol Officer	260.00		254.57	5.43
Victim Services Supervisor	1.00	S	1.00	0.00
Bilingual Victims Case Coordinator	1.00	Q	1.00	0.00
Cold Case Investigator	1.00	Q	1.00	0.00
Crime Analyst	2.00	Q	2.00	0.00
Domestic Violence Coordinator	1.00	P	1.00	0.00
Communications Supervisor	5.00	O	5.00	0.00
Financial Administrator	1.00	O	1.00	0.00
Youth Intervention Specialist	1.00	N	1.00	0.00
Records Supervisor	1.00	M	1.00	0.00
Information Input Specialist	1.00	K	1.00	0.00
Senior Emergency Communications Specialist	1.00	K	1.00	0.00
Criminal Records Coordinator	1.00	I	1.00	0.00
Emergency Communications Specialist	12.00	I	12.00	0.00
Administrative Clerk II	1.00	H	1.00	0.00
Emergency Call Operator	16.00	H	16.00	0.00
Administrative Clerk I	1.00	G	1.00	0.00
Communications and Data Specialist	6.00	G	6.00	0.00
Document Management Technician	1.00	G	1.00	0.00
Police Records Specialist	1.00	G	1.00	0.00
Police Reports Specialist	1.00	G	1.00	0.00
Property Technician	1.00	G	1.00	0.00
Senior Clerk	1.00	G	1.00	0.00
Vehicle Maintenance Technician	1.00	G	1.00	0.00
Teleserve Operator	4.00	F	4.00	0.00
DEPARTMENT TOTAL	383.00		377.57	5.43

Fund: General
Department: Public Works
Fiscal Year 2021

<u>Job Title</u>	<u>No.</u>	<u>Grade</u>	<u>Revenues</u>	
			<u>City</u>	<u>Special</u>
Commissioner of Public Works	0.25	E 09	0.25	0.00
Deputy Commissioner of Public Works	0.50	E 08	0.50	0.00
Administrative Assistant I	0.25	E 01	0.25	0.00
Director of Transportation	1.00	M 07	1.00	0.00
Administrative Services Director	0.35	M 06	0.35	0.00
City Engineer	0.45	M 06	0.45	0.00
Operations Director	1.00	M 06	1.00	0.00
Transportation Engineer	1.00	T	1.00	0.00
Building Services Manager	1.00	R	1.00	0.00
Contracts & Fleet Administrator	1.00	R	1.00	0.00
Sanitation Manager	1.00	R	1.00	0.00
Construction Supervisor/RCMS MGR	0.50	Q	0.50	0.00
CADD/GIS Engineering Coordinator	1.00	Q	1.00	0.00
Transportation Administrative Supervisor	1.00	P	1.00	0.00
Engineering Records Coordinator	0.25	O	0.25	0.00
Street Cleaning Supervisor	1.00	O	1.00	0.00
Assistant Sanitation Supervisor	2.00	N	2.00	0.00
Assistant Building Services Manager	1.00	N	1.00	0.00
Constituent Services Supervisor	0.30	M	0.30	0.00
ITMS Senior Technician	1.00	M	1.00	0.00
Traffic Maintenance Foreman	1.00	M	1.00	0.00
Administrative Coordinator	0.50	M	0.50	0.00
Assistant Street Cleaning Supervisor	2.00	L	2.00	0.00
Assistant Street and Sewer Maintenance Supervisor	0.20	L	0.20	0.00
Assistant Constituent Services Supervisor	0.30	K	0.30	0.00
Purchasing Coordinator I	0.70	J	0.70	0.00
Administrative Clerk III	0.50	I	0.50	0.00
Building Services Foreman	1.00	I	1.00	0.00
Constituent Services Assistant	0.90	I	0.90	0.00
Construction Inspector	1.00	I	1.00	0.00
Account Technician	0.50	H	0.50	0.00
Equipment Operator V	1.40	H	1.40	0.00
Labor Foreman II	0.20	H	0.20	0.00
Signal Electrician	4.00	H	4.00	0.00
Building Technician I	1.00	G	1.00	0.00
Traffic Maintenance Technician II	4.00	G	4.00	0.00
Traffic Technician II	2.00	G	2.00	0.00
Equipment Operator IV	13.00	F	13.00	0.00
Sanitation Driver	15.00	E	15.00	0.00
Sanitation Worker	25.00	E	25.00	0.00
Equipment Operator II	10.00	D	10.00	0.00
General Laborer II	3.00	C	3.00	0.00
General Laborer I	17.00	B	17.00	0.00
DEPARTMENT TOTAL	120.05		120.05	0.00

Fund: Water and Sewer
Department: Public Works
Fiscal Year 2021

<u>Job Title</u>	<u>No.</u>	<u>Grade</u>	<u>Revenues</u>	
			<u>City</u>	<u>Special</u>
Commissioner of Public Works	0.75	E 09	0.75	0.00
Deputy Commissioner of Public Works	0.50	E 08	0.50	0.00
Administrative Assistant I	0.75	E 01	0.75	0.00
Water Division Director	1.00	M 07	1.00	0.00
Administrative Services Director	0.65	M 06	0.65	0.00
Assistant Water Division Director	2.00	M 06	2.00	0.00
City Engineer	0.55	M 06	0.55	0.00
Water Quality Manager	1.00	M 05	1.00	0.00
Manager of Sustainability & Environmental Compliance	1.00	S	1.00	0.00
Civil Engineer	2.00	R	2.00	0.00
Contracts & Maintenance Supervisor	1.00	R	1.00	0.00
Forestry Programs & Operation Supervisor	1.00	R	1.00	0.00
Water Utility Project Manager	1.00	R	1.00	0.00
Construction Supervisor/RCMS MGR	0.50	Q	0.50	0.00
Water Distribution Supervisor	2.00	Q	2.00	0.00
Water Meter Supervisor	1.00	Q	1.00	0.00
Water Production Supervisor	1.00	Q	1.00	0.00
Assistant Water Distribution Supervisor	1.00	P	1.00	0.00
Assistant Water Production Supervisor	1.00	P	1.00	0.00
Water Quality Assistant	1.00	P	1.00	0.00
Wet Weather Administrator	1.00	P	1.00	0.00
Engineering Records Coordinator	0.75	O	0.75	0.00
Sewer Maintenance Supervisor	1.00	O	1.00	0.00
City Forester	1.00	N	1.00	0.00
Constituent Services Supervisor	0.70	M	0.70	0.00
GIS Technician II	1.00	M	1.00	0.00
Water Production Maintenance Foreman	2.00	M	2.00	0.00
Administrative Coordinator	0.50	M	0.50	0.00
Assistant Street and Sewer Maintenance Supervisor	0.80	L	0.80	0.00
Assistant Water Meter Supervisor	1.00	L	1.00	0.00
Water Quality Specialist	3.00	L	3.00	0.00
Chief Construction Inspector	1.00	K	1.00	0.00
Assistant Constituent Services Supervisor	0.70	K	0.70	0.00
GIS Technician I	1.00	J	1.00	0.00
Purchasing Coordinator I	1.30	J	1.30	0.00
Tree Climber II/Tree Crew Foreman	1.00	J	1.00	0.00
Water Systems Valve Technician	1.00	J	1.00	0.00
Administrative Clerk III	0.50	I	0.50	0.00
Constituent Services Assistant	2.10	I	2.10	0.00
Construction Inspector	4.00	I	4.00	0.00
Labor Foreman III	3.00	I	3.00	0.00
Account Technician	0.50	H	0.50	0.00
Equipment Operator V	4.60	H	4.60	0.00
Labor Foreman II	0.80	H	0.80	0.00

Fund: Water and Sewer (Continued)
Department: Public Works
Fiscal Year 2021

<u>Job Title</u>	<u>No.</u>	<u>Grade</u>	<u>Revenues</u>	
			<u>City</u>	<u>Special</u>
Plant Mechanic II	5.00	H	5.00	0.00
Plant Operator III	8.00	H	8.00	0.00
Welder	1.00	H	1.00	0.00
Maintenance Mechanic III	9.00	G	9.00	0.00
Equipment Operator IV	1.00	F	1.00	0.00
Maintenance Mechanic II	3.00	F	3.00	0.00
Tree Climber I	1.00	F	1.00	0.00
Equipment Operator III	1.00	E	1.00	0.00
Maintenance Mechanic I	1.00	E	1.00	0.00
Technical Maintenance Mechanic I	1.00	E	1.00	0.00
Equipment Operator II	2.00	D	2.00	0.00
General Laborer III	9.00	D	9.00	0.00
Equipment Operator I	1.00	C	1.00	0.00
General Laborer II	7.00	C	7.00	0.00
DEPARTMENT TOTAL	104.95		104.95	0.00

Fund: General
Department: Real Estate and Housing
Fiscal Year 2021

<u>Job Title</u>	<u>No.</u>	<u>Grade</u>	<u>Revenues</u>	
			<u>City</u>	<u>Special</u>
Director of Real Estate and Housing	1.00	E 08	0.60	0.40
Director of Rehabilitation	1.00	M 05	0.00	1.00
Senior Program Director	1.00	M 05	0.35	0.65
Acquisition & Disposition Manager	1.00	Q	0.50	0.50
Development Specialist	1.00	Q	0.46	0.54
Program Administrator	1.00	P	0.21	0.79
Financial Administrator	1.00	O	0.00	1.00
Senior Rehabilitation Specialist II	2.00	N	0.13	1.87
GIS Technician I	1.00	J	0.50	0.50
Administrative Clerk II	1.00	H	0.00	1.00
DEPARTMENT TOTAL	11.00		2.75	8.25

ATTACHMENT B

**City of Wilmington
Executive and Managerial
Position Level Salary Structure Matrix
FY 2021**

	Salary Range	
	<u>07/01/20 - 06/30/21</u>	
<u>Level 1</u>	\$41,098	\$62,468
Administrative Assistant I Mayor's Office Receptionist		
<u>Level 2</u>	\$45,429	\$69,960
Administrative Assistant II Constituent Services Officer		
<u>Level 3</u>	\$50,078	\$78,123
Communications Assistant Community Referral Specialist		
<u>Level 4</u>	\$55,422	\$87,566
Arts & Cultural Outreach Specialist Digital & Social Media Manager Economic Development Project Manager I Human Resources Administrator Legal Office Administrator Marketing & Special Projects Coordinator Office Manager/Administrative Assistant Parks Maintenance Supervisor Special Assistant Special Assistant for Community Engagement		
<u>Level 5</u>	\$61,313	\$97,863
Best Practices/Innovation Specialist Director of Constituent Services Division Director of Rehabilitation Occupational Health, Safety & Loss Prevention Program Manager Planning Grants Coordinator Senior Financial Analyst Senior Program Director Small & Minority Business Development Manager Superintendent of Maintenance, Parks & Recreation Superintendent of Recreation Youth & Families Manager Water Quality Manager		

Salary Range
07/01/20 - 06/30/21

<u>Level 6</u>	\$68,388	\$109,419
Accounting Manager		
Administrative Services Director		
Assistant Budget Director		
Assistant Water Division Director		
Auditing Manager		
City Engineer		
Customer Service Manager		
Deputy Director of Parks & Recreation		
Director of Classification & Compensation		
Director of Cultural Affairs		
Employee Benefits Manager		
Operations Director		
Police Policy & Communications Director		
Policy Analyst		
Principal Analyst		
Procurement Manager		
Revenue Manager		
Tax Manager		
<u>Level 7</u>	\$73,789	\$118,799
Assistant City Solicitor		
Deputy Chief of Fire		
Deputy Commissioner of Licenses & Inspections		
Deputy Director of Economic Development		
Director of Employment Services		
Director of Integrated Technologies		
Director of Transportation		
Emergency Management Director		
Planning Manager		
Special Assistant to the Mayor for Employment Initiatives		
Water Division Director		
<u>Level 8</u>	\$79,534	\$127,939
Budget Director		
City Auditor		
Deputy Commissioner of Public Works		
Deputy Director of Human Resources		
Deputy Finance Director		
Director of Parks & Recreation		
Director of Planning and Development		
Director of Real Estate & Housing		
Senior Assistant City Solicitor		

	Salary Range	
	<u>07/01/20 - 06/30/21</u>	
<u>Level 9</u>	\$85,765	\$138,081
Chief of Fire		
Chief of Police*		
Commissioner of Licenses & Inspections		
Commissioner of Public Works		
Deputy City Solicitor		
Director of Economic Development		
Director of Human Resources		
 <u>Level 10</u>	 \$92,363	 \$148,704
City Solicitor		
Deputy Chief of Staff for Fiscal and Management Operations		
Deputy Chief of Staff for Policy and Communications		
Director of Finance		
 <u>Level 11</u>	 \$99,696	 \$160,512
Chief of Staff		

*Declared Rate for Chief of Police increased beyond salary range per Ord #17-013

Effective: 07/01/20
Revised: 03/26/20

City of Wilmington Salary Review Matrix FY '21

	First Third	Middle Third	Top Third
Far Above Expectations	Up to 5%	Up to 5%	Up to 5%
Above Expectations	Up to 4%	Up to 4%	Up to 4%
Meets Expectations	Up to 3%	Up to 3%	Up to 3%
Below Expectations	Up to 1%	Up to 1%	Up to 1%
Far Below Expectations	0%	0%	0%

DECLARED RATES
Department Heads
FY 2021

Title	Salary
Mayor	\$150,293
Chief of Staff	\$148,050
City Treasurer	\$147,006
City Solicitor	\$147,912
Commissioner of Public Works	\$138,081
Chief of Police*	\$200,346
Director of Finance	\$148,704
Director of Human Resources	\$138,081
Chief of Fire	\$138,081
Director of Economic Development	\$138,081
Commissioner of Licenses and Inspections	\$138,081
City Auditor	\$127,939
Director of Parks and Recreation	\$127,939
Director of Planning and Development	\$127,939
Director of Real Estate and Housing	\$127,939

The Declared Rate Listing states the maximum salary for each position for each fiscal year. The actual salaries may be less than the declared rates.

*Declared Rate for Chief of Police increased beyond salary range per Ord #17-013

Revised: 03/24/20

City of Wilmington
Fiscal Year 2021
Executive and Managerial Pay Plan

	First Third	Second Third	Top Third
Level 1	\$41,098 - \$46,441	\$46,442 - \$57,125	\$57,126 - \$62,468
Level 2	\$45,429 - \$51,562	\$51,563 - \$63,826	\$63,827 - \$69,960
Level 3	\$50,078 - \$57,089	\$57,090 - \$71,111	\$71,112 - \$78,123
Level 4	\$55,422 - \$63,458	\$63,459 - \$79,529	\$79,530 - \$87,566
Level 5	\$61,313 - \$70,451	\$70,452 - \$88,725	\$88,726 - \$97,863
Level 6	\$68,388 - \$78,646	\$78,645 - \$99,160	\$99,161 - \$109,419
Level 7	\$73,789 - \$85,042	\$85,043 - \$107,546	\$107,547 - \$118,799
Level 8	\$79,534 - \$91,635	\$91,636 - \$115,837	\$115,838 - \$127,939
Level 9	\$85,765 - \$98,844	\$98,845 - \$125,001	\$125,002 - \$138,081
Level 10	\$92,363 - \$106,448	\$106,449 - \$134,618	\$134,619 - \$148,704
Level 11	\$99,696 - \$114,900	\$114,901 - \$145,307	\$145,308 - \$160,512

Revised: 03/24/20

ATTACHMENT C

Non-Union Pay Scale
07/01/20 - 06/30/21
 2%

	Step I	Step II	Step III	Step IV	Step V	Step VI	Step VII
A	\$25,504.71	\$26,780.59	\$28,120.97	\$28,683.91	\$29,258.81	\$29,845.23	\$30,444.18
B	\$26,801.40	\$28,707.81	\$30,746.81	\$31,676.68	\$32,311.57	\$32,959.19	\$33,619.77
C	\$28,164.01	\$29,868.67	\$31,519.68	\$32,151.41	\$32,795.80	\$33,620.39	\$34,637.17
D	\$29,595.92	\$31,076.46	\$32,631.07	\$33,285.09	\$33,952.22	\$34,805.86	\$35,858.50
E	\$31,100.60	\$32,656.43	\$34,290.08	\$34,977.34	\$35,678.37	\$36,575.44	\$37,681.59
F	\$32,681.80	\$34,316.73	\$36,033.43	\$36,755.65	\$37,492.32	\$38,243.76	\$39,498.87
G	\$33,999.95	\$35,522.31	\$37,112.84	\$37,856.67	\$38,615.41	\$39,586.31	\$40,783.53
H	\$36,085.84	\$38,269.96	\$40,586.27	\$41,399.73	\$42,651.79	\$43,941.71	\$45,270.64
I	\$38,299.69	\$40,215.65	\$42,649.74	\$43,504.54	\$44,376.49	\$45,265.91	\$46,173.17
J	\$40,246.90	\$42,260.27	\$44,374.36	\$45,603.21	\$46,517.22	\$47,449.54	\$48,400.57
K	\$42,716.04	\$44,852.92	\$47,096.71	\$48,040.66	\$49,003.52	\$49,985.67	\$50,987.52
L	\$44,438.89	\$46,661.97	\$48,996.25	\$49,978.28	\$50,979.96	\$52,391.76	\$53,441.82
M	\$46,698.22	\$49,034.33	\$51,487.29	\$52,781.83	\$53,839.72	\$55,330.70	\$56,862.97
N	\$49,047.89	\$51,501.54	\$54,077.91	\$55,161.79	\$56,267.37	\$57,969.07	\$59,722.24
O	\$51,283.83	\$54,253.21	\$57,536.92	\$58,690.12	\$59,866.42	\$61,066.30	\$62,290.24
P	\$53,487.00	\$56,443.52	\$59,711.64	\$60,908.42	\$62,129.17	\$63,374.41	\$64,644.60
Q	\$56,065.82	\$58,870.53	\$61,815.56	\$63,054.51	\$64,639.89	\$65,935.44	\$67,256.96
R	\$58,768.99	\$61,708.93	\$64,795.96	\$66,094.64	\$67,419.36	\$68,770.63	\$70,148.95
S	\$61,448.09	\$64,522.07	\$67,749.81	\$69,107.71	\$70,492.80	\$71,905.66	\$73,346.85
T	\$67,316.52	\$72,451.16	\$77,977.45	\$79,540.33	\$81,134.52	\$82,760.67	\$84,419.42

Wilmington, Delaware
February 18, 2021

#0031

WHEREAS, on January 5, 2021, the 108th Session of Wilmington City Council

Sponsor:

adopted its Rules by Resolution 21-004; and

**Council
Member
N. Field**

WHEREAS, City Council seeks to amend Rules 2 and 3 regarding public comment in order to provide a meaningful opportunity for members of the public to make remarks regarding legislative items or other official City business while ensuring that the business of City Council is conducted in an orderly and efficient manner; and

WHEREAS, in light of the foregoing, City Council deems it necessary and appropriate to amend City Council Rules 2 and 3 to: (1) provide an opportunity for members of the public to submit written comments pertaining to legislative business items on Council meeting agendas; (2) provide a thirty (30) minute public comment period prior to the convening of official City Council meetings; (3) provide each member of the public who wishes to provide public comment three (3) minutes to speak during the public comment period; (4) eliminate the current public comment period which occurs during the order of business at official meetings of City Council; (5) eliminate the current restriction on the public comment period that allows only City of Wilmington residents or taxpayers to provide public comment; (6) prohibit members of the public from the use of obscene, profane and/or threatening language, and speech and behavior which disrupts the conduct of the public comment period; (7) prohibit members of the public from addressing their remarks directly to Council members and/or the President or his designee; and (8) authorize the Deputy City Clerk to enforce the City Council rules pertaining to public comment.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILMINGTON that Rules 2 and 3 of the City Council Rules are hereby amended by deleting the stricken language and adding the underlined language to read as follows:

RULE 2 – ORDER OF BUSINESS

The order of business at official meetings of the City Council shall be as follows:

A) Convening of the City Council.

B) Prayer.

C) Pledge of Allegiance to the Flag.

D) Roll Call: At the scheduled time for the meeting and before the Council proceeds to the consideration of any business, the Clerk shall call the name of each Council Member in the order of the district each represents beginning with the First Council District and ending with the at-large Councilmembers in alphabetical order.

E) Reading of the Minutes of the Previous Meeting: The minutes of the previous meeting shall be read and include a statement as to members that were present, absent with leave and absent without leave by the Clerk and adopted and approved or corrected on motion by the President Pro Tempore or in the President Pro Tempore's absence, the Chairman of the Finance Committee. In the absence of such motion, the minutes shall be deemed approved.

F) Committee Reports: Reports from standing committees shall be signed by a majority of committee members, read by the Clerk, and filed, on motion and voice vote. The reading of the minutes shall include a statement as to committee members that were present, absent with leave and absent without leave. Non committee members present need not be mentioned.

G) City's Treasurer's Report.

H) Non-legislative business: Unless a separate vote is requested by the sponsor of any resolution, all items of non-legislative effect shall be adopted by a single motion to receive and adopt by voice vote the agenda measures listed under Non-Legislative Business. While the motion is pending, a Council Member may speak to any measure under the agenda heading "Non-Legislative Business" for which separate consideration has not been requested by the sponsor. Unless otherwise authorized by the President, there shall be a limit of five (5) non-legislative resolutions that may be presented at each Council Meeting, which shall be done on a first come, first served basis by request to the Clerk of Council.

~~I) Public Comment: Public comment shall be available only to City of Wilmington residents or taxpayers. The President may place additional reasonable limitations on public comment to permit Council to conduct its meetings and to maintain order, including limiting repetitious comments. Each member of the public is limited to a total of three (3) minutes of public comment per meeting.~~

~~J) I) Legislative Business: This portion of the meeting shall begin no later than 7:30 p.m., unless leave is granted by a two-thirds vote of the members present to grant additional time for public comment. The Legislative Business portion of the meeting shall be for the consideration of resolutions with legislative effect and ordinances only. Each member is entitled to speak twice to any matter subject to debate for periods not to exceed ten (10) minutes total, including any time yielded to other members. No member shall exceed these limits except by leave granted by a two-thirds vote of the members present, without debate. No member shall speak twice to a matter until every other member choosing to speak has been recognized. The member on whose motion the matter was brought before Council is first entitled to the floor, and also to close the debate, but not until every other member has had an opportunity to speak for a second time.~~

~~K) J) Presentation of Petitions and Communications: Any petition or communication, written or oral, from Council Members, the Mayor, City departments, or from the public, or any communication or comment relating to City business, other than a matter on the agenda for action, is presented at this time. Each member shall be limited to five (5) minutes for presentation of petitions and communications, to include any time yielded to other members. Any debatable motion made shall not be subject to this limit, but instead to the debate limits in Paragraph ~~J) I)~~, Legislative Business.~~

~~L) K) Public Hearings (if needed).~~

~~M) L) Adjournment.~~

The above order of business may be changed at any time by the Council President, or on motion duly seconded and passed by a majority of City Council.

Pursuant to FOIA, an agenda as determined by the Clerk of Council shall be prepared for each meeting in a sufficient number of copies for distribution to members of the public. The Clerk of Council shall include on the agenda every piece of legislation requested by the legislation's sponsor provided at least fourteen (14) days' notice is given by the sponsor and may include emergency and other legislation upon less notice. Once an ordinance is voted out of Committee, it must be placed on the next Council agenda as permitted by FOIA unless the sponsor requests it to be held to a later meeting in which case the sponsor must provide fourteen (14) days' notice for it to be added to a subsequent agenda. Council Members and the administration shall be provided an agenda in electronic format. The agenda shall list all legislative and non-

legislative matters proposed by their sponsors for consideration at the meeting, and once copies of the agenda have been reproduced, a sponsoring member of Council may not remove a matter from the agenda, although the sponsor may hold it for consideration at a subsequent meeting, subject to the provisions of Rules 8 and 9.

RULE 3 – CONVENING OF CITY COUNCIL

Prior to the convening of City Council, members of the public shall be permitted to submit written comments pertaining to items of legislative business on the current Council meeting agenda. Each written comment pertaining to a matter of legislative business on the agenda that is received by the City Clerk by 4:00 p.m. on the day of the Council meeting will be forwarded to City Council or to the Council Member(s) to whom the comment is addressed prior to the start of the Council meeting. Comments received after 4:00 p.m. on the day of the Council meeting will be forwarded to City Council or to the Council Member(s) to whom the comment is addressed within twenty-four (24) hours. Written comments shall be emailed to the City Clerk at mseijo@wilmingtonde.gov. The subject line of the email must include the agenda number or otherwise specify the legislative matter(s) addressed.

Thirty minutes before the time appointed for each regular meeting of City Council (6:00 p.m. to 6:30 p.m.), the President or his designee shall commence the public comment period to hear comments from members of the public. Any member of the public who desires to participate in the public comment period must sign up via the mechanism listed on the respective City Council agenda no later than 5:55 p.m. prior to the convening of the public comment period. The President or his designee shall call upon each speaker to offer their comments in the order in which their names appear on the sign-up list. All speakers must adhere to the following rules for public comment which shall be enforced by the Deputy City Clerk:

- (1) No speaker shall be permitted to exceed three (3) minutes of public comment.
- (2) Comments must be germane to items on the present Council meeting agenda or otherwise related to official City business.
- (3) No speaker shall address any remark or question to any specific member of Council, nor shall any speaker be permitted to address the President or his designee.
- (4) Speakers are prohibited from the use of obscene, profane, and/or threatening language.
- (5) No speaker shall willfully engage in speech or behavior that is disruptive of the conduct of the public comment period.

The President may place additional reasonable limitations on public comment to permit the President or his designee to conduct the public comment period efficiently and to maintain order, including limiting repetitious comments.

At the scheduled time for the Council meeting, the President of City Council shall call the City Council to order, unless a Motion for Extension of Public Comment for 15 minutes is passed by a majority vote of Council.

When Council convenes, each Council Member shall be in the seat assigned to that Member.

No Council Member shall be absent from the service of City Council without leave.

The attendance of at least seven (7) Council Members is required to establish a quorum for official meetings of City Council.

When a quorum is not present on the initial roll call, Council shall consider only the following motions: to fix a time to adjourn; to adjourn; to recess; to secure attendance of absent members; or to proceed as if in Committee of the whole for the purpose of considering informally and reporting to the Council upon any matter on the agenda.

Passed by City Council,

ATTEST: _____
City Clerk

SYNOPSIS: This Resolution amends City Council Rule 2 to eliminate: (1) the current public comment period that occurs during the official order of business at City Council meetings and (2) the current restriction on the public comment period that allows only City of Wilmington residents or taxpayers to provide public comment. In the place of the current public comment period, this Resolution amends City Council Rule 3 to establish a thirty (30) minute public comment period prior to the convening of regular City Council meetings. In addition, this Resolution amends City Council Rule 3 to: (1) set forth the time by which members of the public must sign up to participate in the public comment period; (2) provide the opportunity for members of the public to submit written comments pertaining to legislative business items on Council meeting agendas prior to the respective Council meetings; (3) limit each member of the public to comments that do not exceed three (3) minutes in duration and are germane to legislation on the Council meeting agenda or official City business; (4) prohibit members of the public from engaging in obscene, profane, and/or threatening speech; (5) prohibit members of the public from addressing their remarks directly to Council members and/or the President or his designee; and (6) authorize the Deputy City Clerk to enforce the rules governing public comment.

W0113361

Wilmington, Delaware
February 18, 2021

#0032

Sponsor:

**Council
Member
N. Field**

WHEREAS, pursuant to City Charter Section 8-204, every department, board and commission may accept on behalf of the City conditional gifts of personal property and money which shall be useful in connection with the work of such department, board or commission with authority from Council so to do; and

Co-Sponsors:

**Council
Members
McCoy
B. Fields
Oliver
Darby**

WHEREAS, Cornerstone West CDC would like to give the City \$130,299.85 of new playground equipment and up to \$150,000.00 in funding to assist the Department of Parks and Recreation's efforts to improve Cool Spring Park; and

WHEREAS, the Red Clay Consolidated School District would like to give the City \$50,000.00 of new playground equipment to assist the Department of Parks and Recreation's efforts to improve Cool Spring Park; and

WHEREAS, the Council, upon the recommendation of the Department of Parks and Recreation, wishes to authorize the City to accept the following gifts: (1) the playground equipment from Cornerstone West CDC and the Red Clay Consolidated School District and (2) the funding from Cornerstone West CDC.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILMINGTON that Council hereby authorizes the City to accept the following gifts to assist the Department of Parks and Recreation's efforts to improve Cool Spring Park: (1) \$130,299.85 of new playground equipment from Cornerstone West CDC; (2) \$50,000.00 of new playground equipment from the Red Clay Consolidated School District; and (3) up to \$150,000.00 in funding from Cornerstone West CDC.

Passed by City Council,

ATTEST: _____
City Clerk

SYNOPSIS: This Resolution authorizes the City to accept the following gifts to assist the Department of Parks and Recreation’s efforts to improve Cool Spring Park: (1) \$130,299.85 of new playground equipment from Cornerstone West CDC; (2) \$50,000.00 of new playground equipment from the Red Clay Consolidated School District; and (3) up to \$150,000.00 in funding from Cornerstone West CDC.

W0113262

SUBSTITUTE NO. 1 TO ORDINANCE NO. 21-006

AN ORDINANCE TO AMEND CHAPTER 34 OF THE CITY CODE TO REVISE CERTAIN ENFORCEMENT PROVISIONS AND PROVIDE CIVIL FINES FOR OWNERS OF RENTAL PROPERTIES

Rev. 1

#0018

Sponsor:

**Council
Member
Cabrera**

Co-Sponsors:

**Council
Members
Walsh
Spadola
Oliver
Field
Fields
Johnson**

WHEREAS, the purpose of this legislation is to improve living conditions for residents who rent their residences and improve the housing stock of Wilmington through effective enforcement of the City Code; and

WHEREAS, City Council believes criminal penalties have not been sufficiently effective in deterring violations of the City Code as it relates to rental properties; and

WHEREAS, City Council believes subjecting owners of rental properties that fail to comply with applicable City Code provisions to civil fines will have a greater deterrent effect on this unlawful conduct; and

WHEREAS, City Council deems it necessary and proper to authorize the Department of Licenses and Inspections to issue citations and impose civil fines upon owners of rental properties that fail to comply with the requirements of Chapter 34; and

WHEREAS, City Council deems it appropriate to exclude owner-occupied properties from the provision imposing civil fines for failing to comply with the requirements of Chapter 34 and continuing with criminal enforcement for said properties; and

WHEREAS, City Council deems it appropriate to amend certain penalty, notice and appeal provisions to increase efficiency and effectiveness; and

WHEREAS, City Council deems it necessary and proper to amend Chapter 34 of the City Code to effectuate these changes; and

WHEREAS, City Council believes the City of Wilmington’s enforcement efforts should also include educational outreach with regard to tenant rights and responsibilities and financial assistance for such things as tenant relocation; and

WHEREAS, City Council believes it appropriate to address the funding of such educational and financial programs through the budget process.

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

SECTION 1. Chapter 34 of the City Code is hereby amended by deleting the stricken language and adding the underlined language to read as follows:

Sec. 34-1. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Civil fine shall mean a fine of \$250 unless another amount is specified in this Chapter. Where the Code provides alternative penalties or remedies, civil fines shall be cumulative and the imposition of any civil fines shall not prevent the appropriate City agency from invoking any other penalty or remedy provided for in the Code.

Rental dwelling unit means any room or group of rooms located within one or more buildings and forming a single habitable unit with facilities which are used or intended to be used for living, sleeping, cooking and eating, and which is let or rented to another for the purpose of living therein. Rental property shall have the same meaning as rental dwelling unit.

Remediation costs shall mean any and all costs and expenses incurred by the City of Wilmington to eliminate or remedy a violation of this chapter, including but not limited to, any demolition costs or repair costs.

Sec. 34-36. - Enforcement generally; initiation of civil fines and prosecution for violations.

- (a) This chapter shall be enforced by the commissioner of licenses and inspections or his authorized representatives in the department of licenses and inspections, and the

commissioner of licenses and inspections or any such authorized representative shall impose civil fines and initiate criminal prosecutions for violations in the manner and form provided by law.

- (b) The department of licenses and inspections shall maintain records relating to the inspection of each property and shall make available to the office of the city solicitor such records for purposes of review and use as evidence in prosecutions for violations and the administration and enforcement of this chapter.

Sec. 34-37. - Violations and penalties generally.

- (a) Except as otherwise specifically provided by this chapter and subsection (d) of this section, any person violating any order of the commissioner of licenses and inspections based on the provisions of this chapter or any provision of any rule or regulation adopted by the department of licenses and inspections and approved by resolution of the city council for the enforcement or implementation of this chapter, or violating any provision of this chapter, or any provision of any such rule or regulation, shall be deemed guilty of a misdemeanor and upon conviction shall be punished by a fine of not less than \$250.00 for ~~each period of one to seven days of~~ each offense of violating such order, or provision of this chapter, or provision of such rule or regulation up to a maximum fine of \$1,000.00 for each such offense, together with the costs and disbursements of prosecution, ~~or by imprisonment for a period not exceeding six months, or by both such fine and imprisonment~~, for the first conviction. For any conviction of a violation that is the second conviction for the same violation as a previous violation which has not been corrected, the minimum fine for any person or corporation shall be not less than \$500.00 nor more than \$2,500.00; for the third conviction not less than \$1,000.00 nor more than \$5,000.00, which shall not be suspended; for the fourth conviction \$1,500.00; for the fifth and subsequent conviction of the same violation that still has not been corrected, the minimum fine for each conviction shall be not less than \$5,000.00, which shall not be suspended. Upon conviction of a violation of this chapter, the court may order the defendant to correct the violation by a date certain. If the defendant fails to correct the violation by the court ordered date, the court may impose a fine of \$50.00 per day to be calculated from the date of conviction to the date by which the court had ordered the violation to be corrected.
- (b) After conviction and punishment for violation of such order of the commissioner of licenses and inspections based upon the provisions of this chapter or any provision of any rule or regulation adopted by the department of licenses and inspections and approved by resolution of the city council for the enforcement or implementation of this chapter, if such person shall continue in violation of such order, such person shall be liable for further prosecution, conviction and punishment upon such same order, without any necessity of the commissioner of licenses and inspections issuing a new order until such order has been complied with. ~~Any notice herein required shall, if mailed, be deemed to be effective upon mailing. When done in conjunction with certified or registered mail service, a copy of the notice may be posted in a conspicuous place on the premises and such a procedure shall be deemed the equivalent of personal service.~~

- (c) Each ~~day's~~ week's failure to comply with any order of the commissioner of licenses and inspections based upon the provisions of this chapter or the provisions of any rule or regulation adopted by the department of licenses and inspections and approved by resolution of the city council for the enforcement and implementation of this chapter, and each ~~day's~~ week's failure to comply with any provision of this chapter or any such rule or regulation shall constitute a distinct and separate offense and be punishable as such. The term "week" as used in this section shall mean a period of seven (7) consecutive calendar days.
- (d) ~~Pursuant to title 25, chapter 29 of the Delaware Code, any fines imposed by any court for violations of this chapter shall give rise to a lien(s). The unpaid amounts of such fines may be added to local property tax billings for the property which was the subject of said violation. "Fines" shall also include any civil judgment entered pursuant to section 4101 of title 11 of the Delaware Code. With respect to rental dwelling units only, any person owning a rental dwelling unit who violates any order of the commissioner of licenses and inspections based on the provisions of this chapter or any provision of any rule or regulation adopted by the department of licenses and inspections for the enforcement or implementation of this chapter, or violating any provision of this chapter, or any provision of any such rule or regulation shall be subject to and liable for a civil fine of \$250 for each such violation and any applicable remediation costs. Each week's failure following any applicable cure period to comply with any order of the commissioner of licenses and inspections based upon the provisions of this chapter or the provisions of any rule or regulation adopted by the department of licenses and inspections for the enforcement and implementation of this chapter, and each week's failure following any applicable cure period to comply with any provision of this chapter or any such rule or regulation shall constitute a distinct and separate offense and be punishable by a civil fine in the same amount. Whenever a civil fine is assessed by the commissioner of licenses and inspections, an invoice statement reflecting the assessed civil fine(s), together with any applicable remediation costs, shall be mailed to the property owner. A civil fine authorized pursuant to this subsection shall not apply to owner-occupied properties.~~
- (e) Pursuant to title 25, chapter 29 of the Delaware Code, any fines imposed by any court for violations of this chapter or any civil fine imposed pursuant to the provisions of this subsection shall give rise to a lien(s). The unpaid amounts of such fines may be added to local property tax billings for the property which was the subject of said violation. "Fines" shall also include any civil judgment entered pursuant to section 4101 of title 11 of the Delaware Code.

Sec. 34-38. - Notice of violation -- Contents, service, appeals.

- (a) Whenever the commissioner of licenses and inspections or his designee determines that there has been a violation, or that there are reasonable grounds to believe that there has been a violation, of any provision of this chapter or of any rule or regulation

adopted pursuant thereto, he shall give notice of such violation or alleged violation to the person responsible therefor. Such notice shall:

- (1) Be put in writing;
 - (2) Include a description of the real estate sufficient for identification;
 - (3) Include a statement of the reason why it is being issued; ~~and~~
 - (4) Allow at least ~~45~~ 30 days from the date of such notice for the performance of any act it requires, unless otherwise provided in this chapter or in the event that the commissioner of licenses and inspections or his designee determines that a lesser period of time less than 45 days is essential to protect the health, safety or welfare of the occupants or of occupants of an adjacent property; or the dwelling is deemed unfit for habitation, in which case 3 days are required for the performance of any act it requires. Upon request, the commissioner of licenses and inspections, or his designee, may, at his discretion and for good cause shown, extend the time period provided in the notice for the performance of any required act;
 - (5) Include a statement that a building permit maybe required for certain repairs, additions, alterations or replacements to the building or structure and direct the person to contact the department of licenses and inspections for further information and to make application for a building permit; and
 - (6) Include the name of the inspector and instructions on how to contact the inspector for additional information regarding the notice and to request a meeting.
- (b) The notice of violation shall be served upon the owner or the operator or the occupant, as the case may require. Such notice shall be deemed to be properly served upon such owner or upon such operator or upon such occupant by mailing a copy thereof by either mail service or other form of delivery to ~~his last known address~~ 1) the owner, operator or occupant's address; 2) such other address(es) that have been designated for the receipt of property tax bills for such property; and 3) the property manager designated on the rental dwelling business license if the property in violation is a rental dwelling unit, or if the letter with the copy is returned with a note showing it has not been delivered to him or her, by posting a copy thereof in a conspicuous place on or about the dwelling affected by the notice of violation. The commissioner of licenses and inspections may in his discretion require such notice to be served by delivering a copy thereof personally to such owner or such operator or such occupant or such property manager or by leaving a copy thereof at his usual residence in the presence of someone in the residence of suitable age and discretion who shall be informed of the contents thereof, as the circumstances may require. Any notice herein required shall, if mailed, be deemed to be effective upon the earlier to occur of 5 business days following the date of its mailing, the date of actual delivery, or the date of posting on the property. When done in conjunction with certified or registered mail service, a copy of the notice may be posted in a

conspicuous place on the premises and such a procedure shall be deemed the equivalent of personal service.

- (c) Such notice shall provide that the persons so notified may appeal the violation notice to the board of license and inspection review. The appeal shall be in writing and filed within ~~ten~~ 20 calendar days after of the receipt of effective date of the violation notice as described in subsection (b), above. Any appeal to the board of license and inspection review shall be accompanied ~~with a nonrefundable fee of \$50.00~~ at the time of filing with a fee of \$50.00 which shall be refunded if the appeal is successful. The board of license and inspection review shall hear and decide appeals in accordance with its duly prescribed and promulgated rules, regulations and procedures.
- (d) Any owner, operator or occupant, as the case may require, who does not appeal the notice and does not perform the act or acts required under the notice, or who unsuccessfully appeals the notice and does not perform the act or acts required under the notice within the prescribed time period is in violation of this chapter and may be penalized pursuant to section 34-37.

Sec. 34-39. - Same—When not required.

Notwithstanding any other provision of this chapter to the contrary, whenever any person fails to obtain ~~the pre~~rental a rental inspection of any dwelling, habitation or living unit as required by the provisions of section 34-45(a), ~~or~~ the limitation of occupancy notification required by section 34-86, a rental dwelling unit business license as required by chapter 5 or fails to register a rental dwelling unit as required by section 5-92, no notice of such violations ~~of section 34-45(a) and section 34-86~~ shall be required, before civil fines are imposed or legal proceedings, actions or prosecutions are brought.

~~Sec. 34-40. — Issuance of warnings.~~

- ~~(a) — At the discretion of the commissioner of licenses and inspections or any of his designees who are authorized by the commissioner to do so, a written warning may be issued on a form approved by the commissioner and the city solicitor to the owner, agent, or person in control of any building or structure concerning violations of any provision of this chapter that is not a life threatening violation. If any violation concerning which any warning has been issued has not been corrected within the time allowed, then the department of licenses and inspections shall proceed to obtain compliance as provided in this chapter.~~
- ~~(b) — Such notice may contain an outline of remedial action which, if taken, will effect compliance with the provisions of this chapter and with rules and regulations adopted pursuant thereto.~~
- ~~(c) — Whenever repairs, additions, alterations or replacements are required to the building or facilities, such notice shall direct that the person in violation shall make application to the department of licenses and inspections for a building permit to cover such requirements.~~

Sec. 34-40. - Reserved.

Sec. 34-86. - Limitation of occupancy notification, rental registration and business license—~~Required Requirement and Penalty.~~

- (c) Any owner or operator who fails to obtain a business license required by section 5-34 or fails to register a rental dwelling unit or who rents or lets to another a dwelling unit prior to the issuance of a limitation of occupancy notification shall be deemed guilty of a misdemeanor as provided in section 34-37 subject to and liable for a civil fine of \$500 per rental dwelling unit.

Sec. 34-232. - Smoke-detection devices; requirements.

- ~~(g) *Penalties.* Any violation of the provisions of this section shall render the owner or operator or agent of the owner or operator of the building, or the tenant of rental property, if the rental agreement so provides in accordance with subsection (b)(2)b of this section, and/or the general contractor, subcontractors or their agents, liable for a fine of not less than \$300.00 per violation.~~

Sec. 34-232.1. - Carbon monoxide alarm devices; requirements.

- (5) ~~*Battery removal violations—Penalty.* It shall be unlawful for any person to remove batteries from a carbon monoxide alarm required under this chapter, or in any way to make inoperable a carbon monoxide alarm required under this chapter, except that this provision shall not apply to any building owner or manager or his agent in the normal procedure of replacing batteries. Any person who violates this section shall be punished by a fine of not less than \$300.00 per violation.~~

- ~~(9) *Penalties.* Any person who violates any provision of this section, for which a separate penalty is not provided, shall be subject to a fine of not less than \$100.00 and not more than \$1,000.00 per violation. Every day that a violation is allowed to continue shall constitute a separate and distinct offense.~~

Sec. 34-233. - Mobile home fire safety requirements.

Any mobile home shall be equipped with smoke detection devices as described in section 34-232 of both the electric type and the battery-powered type as backup detection devices, both of which detection devices shall be located outside of bedrooms, between the bedrooms, and the living room. Each mobile home shall be equipped with at least one handheld fire extinguisher to be located in the kitchen area. No propane bottled gas shall be permitted in any mobile home unless an alternative fuel supply is not available. No portable kerosene stove or other fuel burning portable appliances for heating or cooking shall be permitted; portable means any stove except one designed for and connected to a flue outlet. Each mobile home shall be equipped with an automatic

sprinkler system of a type approved by the commissioner of licenses and inspections and the fire department. ~~Violations of this section shall be punishable as provided in section 34-232 for violations of that section.~~

Sec. 34-236. - Responsibilities of owners.

~~***~~

- ~~(b) — Any person violating any order of the commissioner of licenses and inspections based on the provisions of this section or any provision of any rule or regulation adopted by the department of licenses and inspections for the enforcement or implementation of this section, or violating any provision of this section, or any provision of any such rule or regulation, shall be deemed guilty of a misdemeanor and upon conviction, shall be punished by a fine of not less than \$100.00, together with costs and disbursements of prosecution, or be imprisoned for a period not exceeding six months, or by both such fine and imprisonment.~~
- ~~(c) — After conviction and punishment for violation of such order of the commissioner of licenses and inspections based upon the provisions of this section, or any provision of any rule or regulation adopted by the department of licenses and inspections for the enforcement or implementation of this section, if such person shall continue in violation of such order, then such person shall be liable for further prosecution, conviction and punishment upon such same order, without any necessity of the commissioner of licenses and inspections issuing a new order, until such order has been complied with.~~
- ~~(d) — Each day's failure to comply with any order of the commissioner of licenses and inspections, based upon the provisions of this section, or the provisions of any rule or regulation adopted by the department of licenses and inspections before the enforcement and implementation of any provision of this section or any such rule or regulation shall constitute a distinct and separate offense and be punishable as such.~~

Sec. 34-237. - Responsibilities of occupants; penalties for violations.

~~***~~

- ~~(b) — Any person violating any order of the commissioner of licenses and inspections based on the provisions of this section or any provision of any rule or regulation adopted by the department of licenses and inspections for the enforcement or implementation of this section, or violating any provision of this section, or any provision of any such rule or regulation, shall be deemed guilty of a misdemeanor and upon conviction thereof after trial before the justice of the peace court, shall be punished by a fine of not less than \$250.00 for each period of one to seven days of each offense up to a maximum fine of \$1,000.00 for each such offense, together with the costs and disbursements of prosecution, or by imprisonment for a period not exceeding six months, or by both such fine and imprisonment, for the first conviction. For any conviction of a violation that is the second conviction for the same violation as a previous violation which has not been corrected, the minimum~~

~~fine shall be not less than \$500.00 and not more than \$5,000.00; for the third conviction not less than \$1,000.00 nor more than \$5,000.00, which shall not be suspended; for the fourth conviction \$1,500.00, which shall not be suspended; and for the fifth and each subsequent conviction of the same violation that still has not been corrected, the minimum fine for each conviction shall be not less than \$5,000.00, which shall not be suspended. Upon conviction of a violation of this section, the court may order the defendant to correct the violation by a date certain. If the defendant fails to correct the violation by the court ordered date, the court may impose a fine of \$50.00 per day to be calculated from the date of conviction to the date by which the court had ordered the violation to be corrected.~~

- ~~(e) After conviction and punishment for violation of such order of the commissioner of licenses and inspections based upon the provisions of this section or any provision of any rule or regulation adopted by the department of licenses and inspections for the enforcement or implementation of this section, if such person shall continue in violation of such order, then such person shall be liable for further prosecution, conviction and punishment upon such same order, without any necessity of the commissioner of licenses and inspections issuing a new order, until such order has been complied with.~~
- ~~(d) Each day's failure to comply with any order of the commissioner of licenses and inspections based upon the provisions of this section or the provisions of any rule or regulation adopted by the department of licenses and inspections for the enforcement and implementation of any provision of this section or any such rule or regulation shall constitute a distinct and separate offense and be punishable as such.~~

SECTION 3. This Substitute No. 1 to Ordinance No. 21-006 shall become effective on July 1, 2021.

First Reading..... February 4, 2021

Second Reading..... February 4, 2021

Third Reading.....

Passed by City Council,

President of City Council

ATTEST: _____

City Clerk

Approved this ____ day of _____, 2021.

Mayor

SYNOPSIS: This Substitute No. 1 to Ordinance No. 21-066 makes the following amendments to Chapter 34 of the City Code:

- changes the enforcement of Chapter 34 with respect to rental properties from criminal enforcement to civil enforcement with civil fines for non-compliance;
 - owner-occupied properties will continue to be subject to criminal enforcement proceedings;
- provides a \$500 per unit civil fine for failing to obtain a rental license, register rental units or obtain occupancy limitations;
- removes imprisonment as a potential penalty in criminal enforcement proceedings;
- provides that fines may be imposed for each week’s failure to correct violations rather than a daily fine;
- changes the general time period for compliance from 45 days to 30 days;
- revises the effective date for notices;
- requires notices to be mailed to the owner, operator or occupant’s property address and the tax address for the property, and to the property manager designated on the rental dwelling business license;
- requires notices to contain information on how to contact the inspector for additional information or to schedule a meeting;
- extends the time period in which to appeal a violation notice from 10 days to 20 calendar days;
- provides that the appeal fee shall be refunded if the appeal is successful; and
- deletes duplicate or inconsistent penalty provisions throughout the chapter.

FISCAL IMPACT STATEMENT: The fiscal impact as a result of the changes implemented by Substitute 1 to Ordinance No. 21-006 is unknown.

W113091

AN ORDINANCE TO AUTHORIZE AND APPROVE THREE ONE-YEAR EXTENSIONS OF CONTRACT 21001PDPS BETWEEN THE CITY OF WILMINGTON AND ASSET MANAGEMENT ALLIANCE FOR PROFESSIONAL SERVICE BUILDING MANAGEMENT AT THE PUBLIC SAFETY BUILDING

#0033

Sponsor:

**Council
Member
Walsh**

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 a request for proposals for Contract 21001PDPS “Professional Service Building Management at the Public Safety Building” (the “Contract”), and subsequently awarded the Contract, a copy of which, in substantial form, is attached hereto and incorporated by reference herein as Exhibit “A”, to Asset Management Alliance, the highest ranked proposal; and

WHEREAS, the primary purpose of the Contract is to provide professional building management services for the City’s Public Safety building; and

WHEREAS, the term of the Contract is for the period from July 1, 2020 through June 30, 2021, at an estimated price of Three Hundred Three Thousand, Three Hundred Thirty-Nine Dollars and Sixty-Five Cents (\$303,339.65), with the possibility of three (3) extensions of one (1) year thereafter on the same terms and conditions, at the option of the City, subject to budget appropriations; and

WHEREAS, it is the recommendation of the Police Department that Council authorize the City to exercise the options to extend the Contract for three (3) additional periods of one (1) year.

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

SECTION 1. The three (3) one-year extension options to Contract 21001PDPS “Professional Service Building Management at the Public Safety Building” between the City of Wilmington and Asset Management Alliance, a copy of which Contract, in substantial form, is attached hereto as Exhibit “A”, at an estimated price of Three Hundred Three Thousand, Three Hundred Thirty-Nine Dollars and Sixty-Five Cents (\$303,339.65) for each extension period, are hereby approved, and the Mayor, or his designee, is hereby authorized to exercise the City’s options, as well as to take 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..... February 18, 2021
Second Reading..... February 18, 2021
Third Reading.....

Passed by City Council,

President of City Council

ATTEST: _____
City Clerk

Approved this ____ day of _____, 2021.

Mayor

SYNOPSIS: This Ordinance authorizes the City to exercise three (3) one-year extension options to extend Contract 21001PDPS “Professional Service Building Management at the Public Safety Building” between the City of Wilmington and Asset Management Alliance.

FISCAL IMPACT STATEMENT: The fiscal impact of this Ordinance is three (3) one-year contract extensions at an estimated price of Three Hundred Three Thousand, Three Hundred Thirty-Nine Dollars and Sixty-Five Cents (\$303,339.65) per extension.

W0113295

EXHIBIT A



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

Customer: SD CITY WILM PURCHASING DIV

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

Ad No.: 0004019342

Pymt Method: Invoice

Net Amt: \$269.76

Run Times: 2

No. of Affidavits: 1

Run Dates: 01/28/20, 02/04/20

Text of Ad:

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

**21001PDPS – PROFESSIONAL SERVICE FOR BUILDING MANAGEMENT
AT THE
PUBLIC SAFETY BUILDING**

Pre-Proposal Meeting: Thursday, February 6, 2020, at 2:00 p.m., in the Louis L. Redding, City / County Building, Fifth Floor Atrium Conference Room, 800 French Street, Wilmington, DE 19801.

Proposals are due on THURSDAY, FEBRUARY 20, 2020, at the close of business, 4:30 p.m.

Scope of Services may be obtained at the above address.

Phil Ceresini
Purchasing Agent II
Department of Finance
Division of Procurement and Records
1/28, 2/4-NJ

0004019342-01



REQUESTS FOR PROPOSALS

1. Proposals on City Contract 21001PDPS – PROFESSIONAL SERVICE FOR BUILDING MANAGEMENT at the PUBLIC SAFETY BUILDING will be received in the Division of Procurement and Records, 5th Floor, Louis L. Redding City/County Building, 800 French Street, Wilmington, Delaware, on THURSDAY, FEBRUARY 20, 2020, at the close of business, 4:30 p.m.

2. Proposals must be an original and three (3) paper copies, along with 1 flash drive containing a PDF file of the proposal sealed in an envelope, and the envelope endorsed "Proposal for City Contract 21001PDPS – “PROFESSIONAL SERVICE FOR BUILDING MANAGEMENT at the PUBLIC SAFETY BUILDING”" 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 proposal may be withdrawn prior to the schedule time for opening of proposals or authorized postponement thereof. No proposal may be withdrawn within sixty (60) calendar days after the actual opening thereof.

4. The successful proposer 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 successful proposer 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.

6. 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 proposer and/or subcontractor to confirm any participation in the Procurement process.

7. The successful bidder certifies that they are not listed on the Federal Governmental, 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.

8. Award and Execution of Contract

A. **Consideration of Proposals.** Before awarding the contract, a proposer 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 sixty (60) calendar days after the opening of proposals to the qualified proposer whose proposal complies with all the requirements prescribed. The successful bidder will be notified by letter mailed to the address shown on his proposal that his proposal 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.

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.

Pre-Proposal Meeting: Thursday, February 6, 2020, at 2:00 p.m., in the Louis L. Redding, City / County Building, Fifth Floor Atrium Conference Room, 800 French Street, Wilmington, DE 19801.

**PUBLIC SAFETY BUILDING
ONE SAFETY SQUARE
300 NORTH WALNUT STREET
WILMINGTON, DELAWARE**

PROFESSIONAL SERVICES FOR BUILDING MANAGEMENT

21001PDPS

INTRODUCTION

The site, which is the subject of this agreement, is physically located at 300 North Walnut Street, at the intersection of Fourth and Walnut Streets in the City of Wilmington, Delaware. It is presently known as the Public Safety Building and houses the Wilmington Department of Police, the Communications Division, and JP Court 20.

The following items should be considered by all vendors submitting proposals.

1. The facility, known as the Public Safety Building, consists of a square structure with three floors that contain a total of 72,000 square feet equally distributed on each of the three floors. There is partial parking on the first level of the building.
2. The site houses the Wilmington Department of Police and JP Court 20, therefore, parts of the building will remain open to the public seven (7) days per week on a 24-hour basis. That is, certain personnel will be in the building working at all times.
3. The building contains detention cells for persons detained by the police for various reasons which may require vendor personnel to be in proximity of such persons.
4. This is a Request for Proposals and the award will not be solely determined by price. The Procurement Division will review all proposals received and make responsiveness determinations relative to timeliness, signatures or other submission related issues of the proposal(s). A non-responsive submittal will be eliminated from further consideration. Upon completion of the responsiveness review, an evaluation committee will review each of the proposals, and will evaluate the proposals in accordance with the criteria indicated below. The firms submitting the most highly rated proposals may be invited for interviews to further elaborate on their proposals prior to final selection; however, the City reserves the right to select the most highly rated firm based on the contents of the proposal. If an interview is requested by the City, the proposed project manager will represent the firm at the interview. The City also reserves the right to negotiate with any or all of the proposers.

5. The evaluation committee will be comprised of personnel from the Police Department and Procurement Department.
6. The Proposals will be rated and scored based on the following criteria:
 - a. Firm's previous experience, including key management personnel, in meeting or exceeding the 5 year minimum requirement in building management of facilities totaling at least 72,000 square feet. This will be based on information provided with the proposal and the results of any reference checks.
 - b. Experience and knowledge of proposed building superintendent.
 - c. DBE Participation.
 - d. Cost of services.

10/1/08
10/1/08
10/1/08

SPECIFICATIONS

PROFESSIONAL SERVICES TO BE PROVIDED BY THE VENDOR

A. General

This is a contract for Professional Services and intended to be awarded to the vendor who the City determines can best fulfill the City's needs. The price of the Contractor's services will be an important factor, but will not necessarily be determinative of the successful vendor. The City reserves the right to negotiate with any or all vendors after the proposals have been received and opened by the City. The City also reserves the right to request additional information and/or to interview any or all of the vendors.

As stated above, this is a Professional Services Contract also known as a Request For Proposal (RFP). It is incumbent upon all vendors / bidders to supply sufficient information to allow the City of Wilmington to fully evaluate your ability to perform the services required. In addition to completing the proposal form, bidders must supply references and any other pertinent information such as staff biographies, resumes, certifications, etc.

Vendor shall be capable of providing sufficient staff and management personnel to provide professional services and meet the specified needs of the City of Wilmington Public Safety Building. The contractor shall furnish all supervision, labor, materials, supplies, and operating expenses necessary and required for the safe and proper provision of the services listed below. This will include preventative maintenance, routine service, inspections, repairs, etc. The manufacturers recommended maintenance and repair specifications and intervals and all Federal, State, or Local governmental regulations, laws standards and codes will be followed at all times. A specific staff individual shall be identified and charged with the responsibility for conducting all of the services herein stated. This individual should be identified with the proposal and qualifications clearly stated with a short bio. The management company and its personnel, must have a minimum of five (5) years experience in the management and maintenance of office buildings which are a minimum of 72,000 square feet in size. All proposers are required to furnish proof of this experience, along with a list of references. Vendor shall supply all maintenance equipment and tools necessary to carry out the terms of this agreement. The City of Wilmington will not reimburse for tools or equipment under this agreement. All preventative and routine maintenance shall be covered by this agreement. In the case of a minor repair that is outside of the specific scope of this agreement, the City may request that the contractor handle the repair either by using internal labor or a sub-contractor. This type of work will be limited to a maximum of \$1,000.00 per incident and \$3,000.00 per month. This will be the only thing that is to be reimbursable and will require receipts or invoices that will be invoiced to the City of Wilmington at cost. Any repairs that exceed this threshold will be handled through a separate purchase order following all City of Wilmington purchasing guidelines. Occasionally, the City may require the Superintendent to obtain written quotations to assist in this process.

B. Building Superintendent

Prior to the awarding of this contract, the vendor shall furnish the Chief of Police with the identity and resume of the proposed building superintendent. As the building superintendent may have access to strategic or sensitive areas of the building, the proposed superintendent shall be subject to a pre-employment screening examination (including substance abuse testing) to be performed by or on behalf of the management company, the results of which shall be submitted to the Wilmington Department of Police and shall be subject to its approval. The management company shall inform the prospective superintendent prior to taking such pre-employment screening examination that the results will be forwarded to the Wilmington Department of Police for its review.

A copy of an executed contract and a Certificate of Insurance for all contracted services shall be maintained in the Building Superintendent's Office located in the Public Safety Building and shall be available for inspection upon reasonable notice by the City. Additionally, a copy of the City of Wilmington Business License for the successful vendor and any subcontractors will also be maintained in the Building Superintendent's Office.

The vendor shall provide a building superintendent on site eight (8) hours each day, Monday through Friday, who shall be responsible for the overall management and maintenance of the building including but not limited to; the replacement of light bulbs and lamps throughout the building, unblocking toilets and urinals, minor repairs or painting as needed or requested. Such individual shall be knowledgeable of the various mechanical and electrical systems which are installed in the building. He/she shall meet on a regular basis with the designated City personnel to discuss the operation and maintenance of the building. He/she shall be responsible for coordinating all of the services to be rendered under this agreement and for maintaining records of same.

In addition to the times that the superintendent shall be on duty at the building location, he/she shall be on call on a 24-hour basis or the vendor will provide equally competent support staff. No additional charges shall be made to the City of Wilmington for the superintendent or support staff for this 24-hour on-call service.

C. Heating, Ventilating, and Air Conditioning

1. Vendor shall ensure that the individual selected as the Building Superintendent is knowledgeable of the mechanical system installed in the building. There shall be developed a regular service interval for the primary unit located in the penthouse and the various satellite units installed in the ceilings throughout the building. The units shall be serviced in accordance with this regular schedule and documented.

2. The mechanical system installed in the building is a chilled water heat pump configuration. It requires regular routine maintenance at the primary site and the satellite locations. This maintenance will be performed at least once every four (4) months, and will include the replacement of pleated heat pump filters and any other materials needed. This maintenance including the filters and any required routine water treatment, chemicals, etc., will be included in the cost of this contract and should be included in the price listed on the proposal form section C.

D. Electrical, Security, and Monitoring Systems

1. The building is equipped with a card access security system that is controlled by various computer sites. Vendor shall become familiar with this system. Additionally, vendor shall take the necessary steps to ensure that only designated individuals have access to the computer control sites.
2. Vendor shall provide the City with a list of all employees or contractors who may have access to this system for security checks. The City retains the right to reject any individual or contractor access to this system with or without cause.
3. Vendor shall familiarize themselves and their staff with the electrical configuration of the building and the various control mechanisms. He shall ensure that all mechanisms are maintained in proper working order and serviced at the appropriate intervals. (All routine maintenance and testing, including once yearly infrared inspection of all switchgear and breaker panels are to be included.) It shall be the vendors responsibility to supply and change all bulbs and lamps as necessary.
4. The building is equipped with a security visual monitoring system in addition to the other systems. Vendor shall ensure that he becomes familiar with the mechanics of such system and that it is properly serviced and maintained.

E. Exterior Window Cleaning

Vendor shall procure the services of a window-cleaning firm or shall provide such services with its staff. Such services are to be rendered in a first-class manner in accordance with the specifications herein provided. However, the City reserves the right to reject the window-cleaning firm if the services provided are not in accordance with acceptable standards by giving such notice to the Building Superintendent in writing. Such notice shall be effective upon receipt unless otherwise stated herein.

The inside of all regular exterior windows shall be washed semi-annually. The outside of all regular windows shall be washed quarterly. The skylight at the 4th Street entrance shall be washed monthly.

F. Grounds, Site Maintenance (including parking lot on southeast corner of East 4th Street and Poplar Street)

1. Vendor shall provide personnel to police the grounds on a regular basis. This shall include clearing any debris, litter, or trash that should be found on or in and around the premises.
2. The grounds shall be policed on Mondays, Wednesdays, and Fridays of each week.
3. The vendor shall provide personnel to cut the grass areas on the grounds once a week during the growing season.
4. The vendor shall provide personnel to remove snow from areas of employee and public access to the Public Safety Building. (This shall be billed separately as listed on the proposal form).
5. Vendor shall provide lawn services as follows:

a. Spring Clean-Up – Late March:

Clean all bed areas to remove accumulated leaves, debris, and any old weed growth. Spring clean-up is to occur prior to mulch application. Some fill might be necessary in these areas.

b. Mulching:

Mulch all bed areas once per year, following spring clean-up with a minimum of two inch depth of hardwood mulch.

c. Weed Control:

Apply pre-emergent weed control such as Treflan as per labeled directions. Application to be applied as needed, minimum of onetime per year, dependent on weather conditions and product residual.

d. Bed Care:

Weed, edge and/or cultivate bed areas a minimum of every three weeks to maintain a consistently neat, clean bed area.

e. Trimming and Pruning:

Trim and prune all ornamental trees, shrubs, and ground covers according to standard horticultural practice and timing consistent with specific tree, shrub, and ground cover varieties.

Trimming shall consist of removal of excessive seasonal growth to all hedge rows or sheared plant material. Trimming will be done a minimum

of three times per year.

Pruning shall consist of removal of winter kill and damage due to wind and ice, removal of dead and crossing branching, rejuvenation of pruning to encourage new branching from base of deciduous shrubs, removal of excessive suckering shoot growth from the base of trees, and removal of weakened insect and diseased damaged wood.

Care shall be given to maintain natural plant form, flowering wood and buds shall not be removed prior to flowering state of plant growth.

f. Spraying:

Spray all trees and shrubs as required to control insect and disease damage, a minimum of three times per year. Spray applications would be targeted to control peak populations of insects and disease organisms.

g. Flower Installation:

Install annual flowers spring and late summer.

h. Replacement of Trees/Plants:

Replace any damaged trees or plants.

G. Elevator

Elevators are to be inspected and serviced in accordance with the manufacturer's standards and the applicable building code. Vendor is to establish a maintenance and inspection log that shall clearly indicate that the required level of service is performed. These documents shall be maintained in the Building Superintendent's Office located in the Public Safety Building, and be available for inspection upon reasonable notice by the City.

H. Sprinkler

The building is equipped with a basic sprinkler system that protects the entire structure. In addition, the Police Communications area is equipped with a Halon fire suppression system to provide enhanced protection for the computer and communications equipment. Additionally, the building is equipped with a fire alarm system and fire extinguishers.

Vendor shall provide regular service, testing and maintenance on the sprinkler system, the Halon system, fire alarm systems and fire extinguishers. Vendor shall document the existence of such service and maintenance. These documents shall be maintained in the Building Superintendent's Office, located in the Public Safety Building, and be available for inspection upon reasonable notice by the City.

I. Emergency Generator

The building has installed an emergency generator to provide electrical power to various areas in the event of a power failure from the local electrical source. Vendor shall maintain and test the generator in accordance with the manufacturer's specifications. A log of the service and maintenance intervals shall be maintained in the Building Superintendent's Office at the Public Safety Building. These documents shall be available for inspection by the City upon reasonable notice.

J. Exterminating

Vendor shall exterminate for insects as needed based upon a quarterly inspection, provided that the detention cell area, the Records Division, and the evidence storage areas shall be exterminated every month without a need for inspection.

K. Janitorial Services

1. General

The Public Safety Building is to be cleaned in a first-class manner. General specifications must be adhered to.

2. Cost

The cost for this part of the contract is to be developed on a per square foot basis for cleaning all areas including corridors, rest rooms, elevators, lobbies, cell detention areas, and all other building space that normally needs janitorial services. Cleanable square footage is defined as all tenant and public space measured from inside wall, including floor space taken by furniture, internal walls, columns, etc. All cleaning supplies, plastic trash bags, paper towels, toilet paper, soap, sanitary napkins, deodorant blocks, etc. will be furnished by the contractor without any additional charges to the City of Wilmington.

3. Work Hours

Janitorial services, as outlined herein, shall be provided five days a week, Monday through Friday, after 6:00 PM. One person is to work five days a week, Monday through Friday, 8:00 AM to 5:00 PM. The evening work person shall be required to clean specified areas to be later identified which include the restrooms and

public areas, cell block area, House Sergeant area, and the Radio Room area. Additionally, such services shall be performed for a period of four (4) hours on Sundays in the cell block area, House Sergeant area, the Radio Room area, and JP Court 20.

4. Administration

The City of Wilmington reserves the right to reject the cleaning contract, prior to selection by the contractor and at any time during the duration of this agreement. The same rules shall be applicable for any replacement of such contractor. The Building Superintendent will meet with the janitorial contractor prior to the start of work under this agreement to review the contract and expectations. Notification shall be given to the City prior to any changes in cleaning contractor.

5. Inspection and Review

Monthly reviews will be made with the Building Superintendent to determine that all required services outlined herein are being provided. The inspections shall be at the discretion of the appropriate City personnel. In addition to the monthly review with the contractor, the Building Superintendent will make daily tours of the building observing general maintenance. A daily log will be maintained of all cleaning requests and/or complaints. This log will be reviewed daily by the Building Superintendent. Major discrepancies between contract provisions and contractor's performance that cannot be settled by the Building Superintendent and the Janitorial Project Manager shall be taken up by the appropriate City officials with management personnel of the cleaning contractor. The Building Management Contractor agrees to provide a monthly report to the Chief of Police listing the dates of all monthly, bi-monthly, and quarterly janitorial services. It should be noted that the frequencies shown in these specifications are designed to provide a satisfactory degree of cleanliness under normal conditions. In the case of inclement weather or other unforeseen circumstances, it may become necessary to change the frequency of cleaning in some areas to maintain satisfactory cleaning standards.

6. Daily for Vendor

- a. Empty wastebaskets, wash as needed, replace liners.
- b. Dust mop all resilient floors with treated dust mop.
- c. Vacuum all carpeting daily; use crevice tool for all hard to clean objects and areas.
- d. Wet mop entire lobby floor; vacuum entrance lobbies on floors.
- e. Clean and wipe countertops, stoves, walls, and appliances in the third level kitchen area. Vacuum kitchen carpeting.
- f. Clean all glass doors.
- g. Clean and sanitize all drinking fountains.
- h. Clean and police all passenger elevators; vacuum elevator floors and tracks; wipe elevator walls and door edges; remove all trash from floors and ceiling screens, including freight elevator.

- i. Thoroughly clean all male and female locker areas and rest room fixtures, sinks, hoppers, and urinals with germicidal disinfectant (Tergisyl or approved equal). Chrome shall be polished and doors, dispensers, window sills, ledges, and mirrors shall be cleaned. Rest rooms, all locker room floors, and the detention cells shall be mopped with germicidal disinfectant (Tergisyl or approved equal).
- j. Replace all rest room supplies; i.e., hand towels, toilet tissue, toilet seat covers, sanitary supplies, deodorant blocks in both men's and women's rest rooms, and hand soap as needed. In addition, spray air fresheners and deodorizers will be applied by the janitorial attendant as needed.
- k. Sweep stairwells and landings.
- l. Remove trash and all obvious debris; i.e., trash around vending machines. Also clean microwave oven(s).

7. Weekly for Vendor

- a. Dust all furniture, window sills, filing cabinets, wall hangings, etc., with treated cloths.
- b. Spot clean crevices between carpet and wall wherever necessary, such as around power poles and electrical outlets.
- c. Remove all marks and smudges from doors, doorjamb, light fixtures, ceilings, and walls.
- d. Thoroughly clean all male and female locker areas to include all fixtures, floors, and walls with germicidal disinfectant. Dust the tops of all locker areas.
- e. Wash all male, juvenile, and female cells with germicidal disinfectant. This shall include all wall and floor areas.

8. Monthly for Vendor

- a. Remove cobwebs from ceilings, shelving, etc.
- b. Wash rest room stall doors and stall walls with germicidal disinfectant (Tergisyl or approved equal). Wash kitchen walls on the third level.
- c. Vacuum elevator ceilings and fans.
- d. Dust all blinds.
- e. Scrub rest room floors and all locker rooms.
- f. Remove all insects trapped in fluorescent lights in corridors, lobbies, all office areas, and executive suites.
- g. Clean all interior glass surfaces including glass door inserts, walls and interior windows throughout the building.

9. Quarterly for Vendor

- a. Clean light diffusers. Clean ceiling tiles around air vents as needed.
- b. Vacuum drapes.
- c. Vacuum upholstered furniture.
- d. Strip, re wax, and buff all tile floors.
- e. Wash rest room walls with germicidal disinfectant (Tergisyl or approved equal).
- f. Mop stairways and landings. Wash walls and doors as needed.

10. Yearly for Vendor

All carpeted areas of the Public Safety Building will be cleaned and shampooed at least once a year.

11. Added Conditions for Janitorial Personnel

- a. All personnel shall have picture identification cards or badges provided by the Building Superintendent or City of Wilmington.
- b. All heavy cleaning (e.g., floor mopping, etc.) shall be performed on a five-day week, Monday through Friday, after 6:00 PM.
- c. One person is to work as a day worker five days a week, Monday through Friday, 8:00 AM to 5:00 PM. The day worker shall be required to clean specified areas to be later identified. The evening work person shall be required to clean specified areas to be later identified which include the restrooms and public areas, cell block area, House Sergeant area, and the Radio Room area. Additionally, such services shall be performed for a period of four (4) hours on Sundays in the cell block area, House Sergeant's area, Radio Room area, and JP Court area.
- d. The Wilmington Department of Police has the right to demand removal from its premises of any employee of the contractor for whatever reason may be deemed sufficient.
- e. Damage and/or pilferage by employees of the contractor shall be the contractor's responsibility, and the owner's loss will be reimbursed.
- f. The contractor shall, at his expense, correct unsatisfactory work as directed.
- g. The contractor shall take every precaution for the safety of employees and tenants.
- h. All custodians are to enter and/or leave the building by the House Sergeant's desk, located in the lower level of the building.
- i. Any custodian leaving the building with bags, boxes, etc., where the contents are not visible to police personnel, will not be able to leave until the supervisor, in the presence of a police officer, surveys the contents.
- j. Custodians shall not eat in any office area.

- k. Any custodian that wants to leave the building during their shift will only be allowed to leave when cleared by their supervisor through security and he must leave through the House Sergeant's area.
- l. The custodial sign-in sheet will indicate where the custodian is assigned. Any changes during the shift must be communicated to the City.
- m. **All telephones in the building are off-limits.** In the event of an emergency, the telephone at the House Sergeant's desk may be used. This is for local calls only, no long distance calls. There is a public telephone in that area.
- n. Custodians are responsible for turning off any light switches that are accessible to them when they clean an area.

GENERAL CONDITIONS

A. Hold Harmless

Contractor agrees to defend, indemnify, and hold harmless the City of Wilmington from and against any and all claims for injury to or loss of life or damage to or loss of use of property cause or alleged to be caused by acts or omissions of the contractor, the contractor's employees and any subcontractors.

B. Laws to be Observed

Contractor shall at all times observe and comply with all Federal, State, local and municipal laws, ordinances, rules and regulations that may apply to the services to be rendered under this agreement and shall defend, indemnify, and save harmless the City and all its officers, agents and servants against any claim or liability arising from such based upon the violation of any such law, ordinance, rule, regulation, order or degree.

C. Damage by Employees

Contractor, his subcontractors, agents, assignees, servants, and employees shall be responsible for any damage done to the property of the City that may occur during the rendering of services under this agreement. Contractor shall replace or compensate the City for the damage caused by such person(s) to property of the City.

D. Insurance

The contractor will be required to provide insurance of the prescribed types and minimum amounts as set forth herein. Evidence of such insurance shall be furnished to the City ten (10) days after contractor is given notice of award of contract. Such evidence shall be in the form of insurance certificates that shall contain a provision that provides that coverage afforded under the policies shall not be canceled until at least thirty (30) days prior written notice has been given to the City. All insurance contracts must name the City of Wilmington as an additional insured.

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

1. Workers' Compensation Insurance - statutory as required by the Workers' Compensation Law of Delaware. Employer's liability coverage must be provided with limit of \$100,000.00.
2. Comprehensive General Liability Insurance, including broad form property damage and contractual liability insurance - bodily injury and property damage liability with a combined single limit of \$2,000,000.00 for all damages because of bodily injury and property damage suffered by one or more persons or organizations as a result of any one occurrence. For all those parts of the work to be performed under this agreement by subcontractors, contractor shall require

them to carry such insurance coverage specified herein and name the City of Wilmington as an additional insured.

3. Comprehensive Automobile Liability Insurance (to provide coverage for all owned and rented vehicle) - bodily injury and property damage liability with a combined single limit of \$500,000.00 for all damages because of bodily injury and property damage suffered by one or more person(s) as a result of one or more accidents.

E. Licenses

All licenses required by State and/or City shall be obtained by the contractor. Contractor and all sub-contractors shall withhold City of Wilmington Wage Tax for all employees and withheld taxes shall be paid to the City of Wilmington pursuant to the provisions of the Wilmington Wage Tax Law. No agreement will be executed until evidence is presented of having obtained all necessary licenses and having applied for wage tax withholding. Corrective action will be taken against any Sub-contractors that do not remain in compliance with all City of Wilmington tax codes.

F. Cancellation

The provisions outlined in these specifications are the absolute basic and minimum requirements. The City of Wilmington must be satisfied with the services rendered hereunder before invoices are paid. Failure to meet these requirements as determined by the Chief of Police shall result in cancellation of this agreement upon seven (7) days notice to contractor and/or a reduction in the contractor's invoice for payment. Additionally, the City of Wilmington reserves the right to reject any individual or sub-contractor with or without cause at any time.

G. Payment of Services

Contractor shall submit a single invoice monthly for 1/12 of the total fixed cost plus any pre-approved reimbursable expenses (subject to the limits disclosed in section "A" of the specifications). Supporting documentation (copies of invoices, work orders, etc.) will be required for the reimbursable expenses

Where there is a dispute regarding the performance of unsatisfactory service, immediate notification shall be given of omissions of work or unsatisfactory performance of work. Failure to timely correct unsatisfactory work shall result in an appropriate deduction. Such deduction shall be determined exclusively by the Chief of Police in the exercise of good faith judgment regarding the contractor's performance.

LENGTH OF SERVICE

The initial term of this contract shall be from April 1st, 2020 or as soon as possible thereafter until March 31st 2021. Following the initial term and at the sole discretion of the City of Wilmington the contract may be extended for up to three (3), one (1) year periods. Should the City exercise any of its renewal options, all terms and conditions shall remain the same.

Questions can be directed to Phil Ceresini, Purchasing Agent at pceresini@wilmingtonde.gov, 302-576-2421. Questions will not be accepted within 1 week of proposal due date.

PROPOSAL FORM

DATE: _____

CONTRACT NO: **21001PDPS**

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, the item(s) listed below to the City of Wilmington, Office of Public Safety, Wilmington Department of Police, 300 North Walnut Street, Wilmington, Delaware 19801.

Building Management services from one year after signing contract.

Category		Monthly Billing is Annual Total Divided by 12	Annual Total
A. Management Fee		\$	\$
B. Building Superintendent		\$	\$
C. Heating Ventilation & Air Conditioning		\$	\$
D. Electrical, Security, Monitoring		\$	\$
E. Exterior Window Cleaning		\$	\$
F. Grounds Landscaping		\$	\$
G. Elevator		\$	\$
H. Sprinkler, Halon, Extinguishers		\$	\$
I. Emergency Generator		\$	\$
J. Exterminating		\$	\$
K. Janitorial		\$	\$
Total Fixed Costs			\$
Reimbursable (Maximum)		\$3,000.00	\$36,000.00
Snow Shoveling (as needed) 50 Hours Est.	50 Hours	\$ / hour	
GRAND TOTAL			\$

FIRM: _____
Corporation, Partnership, Individual

PER: _____
Name (Type or Printed)

TITLE: _____

ADDRESS: _____

PHONE: _____

FAX #: _____

EMAIL ADDRESS: _____

FEDERAL ID NUMBER: _____

Signature: _____

SUBCONTRACTORS

To be used under the conditions of this agreement. Nature of their services and their names and addresses are as follows (Proposer to fill in):

Nature of Service	Name and Address
C. Heating, Ventilating, Air Condition Services, including Chiller	<hr/> <hr/>
D. Electrical, Security, Monitoring	<hr/> <hr/>
E. Exterior Window Cleaning	<hr/> <hr/>
F. Grounds Landscaping	<hr/> <hr/>
G. Elevator	<hr/> <hr/>
H. Sprinkler Maintenance	<hr/> <hr/>
I. Emergency Generator	<hr/> <hr/>
J. Exterminating	<hr/> <hr/>
K. Janitorial	<hr/> <hr/>
	<hr/> <hr/>
	<hr/> <hr/>
	<hr/> <hr/>

Please list your company's previous five (5) years experience in the management and maintenance of office buildings, which are a minimum of 70,000 square feet in size. Also, list all references (use additional pages if necessary). Please include email address for references to facilitate verification.

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

9. _____

10. _____

11. _____

12. _____



City of Wilmington DBE Program and Bidders Requirements

DBE PROCUREMENT PROGRAM

Responsibilities of the Equal Opportunity/Contract Compliance Office (EO/CCO) are assumed by the City of Wilmington's Small, Minority Business Enterprise Office (SMBEO) in the Mayor's Office of Economic Development. The City of Wilmington has established laws and procedures to increase accessibility of contracting opportunities for small and minority businesses. The EO/CCO authority derives from Chapter 35, Article IV of the Wilmington City Code. This section of the Code addresses Equal Opportunity in Employment and City Contracts.

Mayor's Office of Economic Development/SMBEO
800 North French Street, 3rd Floor, Wilmington, DE 19801
(302) 576-2121 (Office) • (302) 571-4326 (Fax)
www.wilmingtonde.gov

DISADVANTAGED BUSINESS PROGRAM

In the performance of this contract, the contractor agrees to provide the information as described herein and to make its best efforts to include one or more types of disadvantaged businesses as subcontractors.

A Disadvantaged Business Enterprise means a business that is at least fifty-one percent (51%) owned and controlled by one or more socially disadvantaged individuals who, in fact, control the management and daily business operations of the business.

"Disadvantaged Individuals" are those who have been actual victims of discriminatory practices or individuals whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same business who are not so disadvantaged.

In determining the degree of diminished credit and capital opportunities, the City may consider, but shall not be limited to, reviewing the assets and net worth of disadvantaged individuals and disadvantaged businesses.

For purposes of determining the disadvantage in competing for City contracts, there shall be a presumption of economic disadvantage if an individual's net worth, exclusive of up to one hundred and fifty thousand dollars (\$150,000.00) of equity in his or her primary residence, is less than five hundred thousand dollars (\$500,000.00). The City may, in the administration of its programs, direct its assistance toward those economically disadvantaged individuals who are among the chronically unemployed and may identify demographic subgroups of disadvantaged individuals identified by race or national origin whenever current, verifiable local statistics confirm the existence of unemployment rates among such individuals that are more than fifty (50) percent above the prevailing overall unemployment rate statewide.

All contractors doing business with the City shall show good faith efforts to obtain minority and other disadvantaged subcontracting businesses' participation. Good faith efforts shall be evidenced by listing each disadvantaged business enterprise (DBEs) contacted, showing the name and address of each, the names of contact persons, telephone numbers, sources used to identify DBEs, methods used to make contact, dates firms were contacted, responses, dates responses were received, type of subcontract, reasons for rejection if the firm is not used, and estimated value of each subcontract, through completion of the City's Form DBE-1.

The federal set-aside program requirements for any applicable federally funded contract are fully applicable to the City of Wilmington, such that contractors will be subject to federal penalties of non-compliance if a contract or any subcontract awarded involves the federal set-aside program and the contractor fails to meet its requirements as to that program.

GOAL STATEMENT PROVISION FOR DISADVANTAGED BUSINESS PARTICIPATION

In order to expand opportunities and insure fair participation for disadvantaged individuals and businesses in its construction, goods and services and professional service contracts, the City has set purchasing goals for its fiscal year 1991 in each of these three procurement categories. Except to the extent that the Director of the Minority Business Office determines otherwise, such as for utilities, telephone, etc., the City shall endeavor to achieve, and shall require evidence of good faith efforts by bidders and contractors to achieve the goals of contracting with disadvantaged individuals or disadvantaged businesses for the following percentages of the total dollar amount of each contract in these three purchasing categories:

1. A goal of 20% for all construction contracts;
2. A goal of 10% for all professional service contracts; and
3. A goal of 5% for all goods and other contracts.

Notes:

1. If the contractor customarily performs the work required in any subcontracting category by workers regularly employed by the contractor in his own organization, the contractor does not have to try to subcontract such work to others solely to comply with the DBE requirements. In such cases, however, the contractor shall clearly note this fact on the applicable DBE form(s), and the burden of proof shall be on the contractor to demonstrate the accuracy thereof upon inquiry by the City.
2. Female-owned businesses do **not**, per se, qualify as DBEs.
3. Questions regarding the DBE program and directory should be directed to the City's EEO/Contractor Compliance Office at (302) 576-2121.

ADDITIONAL GOOD FAITH EFFORT (CHANGES TO Chapter 35 of the City Code)

Ordinance No. 09-057, effective December 1, 2009, requires the following DBE changes within the "Good Faith Efforts" in bidding regarding disadvantaged business enterprises (DBE's).

Subcontractors Listing

Identify all subcontractors that the bidder plans to utilize as well as listing the amount of money that will be paid to each of the subcontractors as part of the contract

DBE Replacement

Contractors are further required to make good faith efforts to replace any disadvantaged business enterprise ("DBE") that is terminated or has otherwise failed to complete its work on a contract. In such situations, the general contractor shall be required to notify immediately the City's DBE Office and provide reasonable documentation regarding any DBE's inability or unwillingness to perform the contracted work. The City's DBE Office shall require the general contractor to obtain prior approval for the DBE that will be used as a substitute, and the general contractor must provide copies of new or amended subcontracts along with documentation of the good faith efforts made in acquiring the substitute DBE.

DBE Payment

General contractors shall pay all correct invoices for the completed work of any DBE subcontractor within 10 days of receipt by the prime contractor of payment by the City. Noncompliance with this section shall subject the general contractor to penalties as provided in Section 35-135(e).

The ordinance further provides administrative additional penalties for noncompliance in addition to the penalties already provided for in the Ordinance:

1. Suspension of contract;
2. Withholding of contract funds;
3. Termination of contract based on material breach;
4. Refusal to accept a future bid; and
5. Disqualification from eligibility for providing goods or services to the City for a period not to exceed 2 years.

DBE FORMS

Contractors must file with the City, as applicable, the City's DBE Forms as follows:

1. ***DBE-1:** A listing of the subcontractors included in the bid, by which a bidder acknowledges having read the DBE goal provisions in Attachment 1 and states that the bidder will expend a percentage of the dollar amount of the contract for DBE subcontractors, if any.
2. ***DBE-2:** A listing of the subcontractors and other information to provide evidence of good faith efforts to include DBE's in subcontracts. This form must be completed and submitted with the bid, regardless of the level of DBE participation.
3. ***DBE-3:** DBE verification form stating the ownership information regarding any business seeking to qualify as a City-certified DBE, if not listed in DBE Directory.
4. **DBE-4:** A DBE contract participation report requiring that the general contractor submit a report regarding DBE contract participation at the time the contract is entered into, when 50% and when 100% of each DBE subcontractor's portion of the construction project has been completed.
5. ***DBE-5:** A listing of **ALL subcontractors** to be utilized on the contract. This form must be completed and submitted with the bid, regardless of the level of DBE participation.

FEDERAL Dollars involved in City Contracts:

A DBE Utilization form(s), including reference to minority business enterprise participation if a federal program is involved, and an indication as to whether a disadvantaged business enterprise (DBE) status is claimed. These EPA (DBE Forms 6100-3 & 6100-4) forms are required by both the SRF and EPA Grant funding programs.

If you need additional information on the DBE Program or assistance completing the DBE Forms, please contact the office by one of the following methods:

Email: smbeo@wilmingtonde.gov

Phone: (302) 576-2121

Address: Small, Disadvantage Business Enterprise Office (SMBEO)
Mayor's Office of Economic Development
Louis L. Redding Building, 3rd Floor
800 North French Street
Wilmington, DE 19801
www.wilmingtonde.gov

*Mandatory to be submitted back with Bid Documents.

EFFORTS TO OBTAIN DBE SUBCONTRACTORS DBE FORM 1 – DBE FORM 2 EXPLANATION

**[NOTE: DBE FORM-2 MUST BE COMPLETED BY ALL BIDDERS REGARDLESS OF THE LEVEL
OF PARTICIPATION OF DBEs IN THE BID.]**

All contractors doing business with the City are required to show good faith efforts to obtain DBE subcontracting businesses' participation. The burden is on the bidder to evidence such good faith efforts by means of the information required on this page. Failure to complete this form and/or failure to make good faith efforts to obtain DBE participation are grounds for rejecting any bid. Further, bidders are expected to make such good faith efforts to obtain DBE participation in connection with each and every subcontract, if any. The City's goals for DBE participation are listed on Attachment 1 to this form. These goals are not set-aside requirements, but they are the overall goals which the City is endeavoring to achieve through the disadvantaged business program. Each person or firm who or which submits a bid for City contracts is expected to demonstrate good faith efforts by actively and aggressively seeking out DBE participation in the contract to the maximum extent, to meet the City's goals, given all relevant circumstances, and shall complete all forms and follow guidelines as required by the Minority Business Office. The following are examples of the kinds of efforts that may be taken but are not deemed to be exclusive or exhaustive and the City's Minority Business Office may consider other factors and types of efforts that may be relevant:

1. Efforts made to select part of the work to be performed by DBEs in order to increase the likelihood of achieving the City's goal for that type of contract. Selection of parts of the work should at least equal the City's goal for DBE participation in that type of contract.
2. Written notification, at least ten (10) days prior to the opening of a bid, soliciting individual DBEs interested in participation in the contract as a subcontractor and for specific items of work.
3. Efforts made to negotiate with DBEs for specific items of work as detailed below and whether initial contacts to solicit DBE participation were followed up to determine with certainty whether DBEs were interested. A description of information provided to DBEs regarding plans and specifications and estimated quantities for parts of the work to be performed. A statement of why additional agreements with DBEs were not reached. Documentation of each DBE contacted but rejected and the reasons for the rejection.
4. Documentation that DBEs are not available or not interested.
5. Advertisements in general circulation media, trade association publications, and DBE media of interest in utilizing DBEs and specific areas of interest.
 - a. Efforts to use effectively the services of organizations that provide assistance in recruitment and placement of DBEs.
 - b. Whether the bidder selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the bidder might otherwise perform these work items with its own forces.

DBE FORM 3 – DBE FORM 4 – DBE FORM 5 EXPLANATION

DBE FORM 3

DBE-3: DBE verification form stating the ownership information regarding any business seeking to qualify as a City-certified DBE.

- This form must be submitted back with the bid when the contractor is working with a company who they believe to be eligible for the City of Wilmington's DBE Program. The SMBEO Office reserves the right to determine the eligibility and verification of eligibility for the firm listed on DBE Form 3.
- The burden is on the bidder to evidence such good faith efforts by means of providing the contact information for the DBE firm listed on the DBE Form 3. If a firm is determined to be an eligible DBE firm, the total dollar value of the participation by the DBE will be counted toward the contract requirement. The total dollar value of participation by a certified DBE will be based upon the value of work actually performed by the DBE and the actual payments to DBE firms by the Contractor.
- Failure to complete the DBE 3 form and/or failure to make good faith efforts to obtain DBE participation are grounds for rejecting any bid.

DBE FORM 4

DBE-4: **DISADVANTAGED BUSINESS ENTERPRISE – CONTRACT PARTICIPATION REPORT**

- The Contractor shall provide the DBE Office with an accounting of payments made to Disadvantaged Business Enterprise firms, including material suppliers, contractors at all levels (prime, subcontractor, or second tier subcontractor). This accounting shall be furnished to the DBE Office when the contract is entered into by the general contractor and the subcontractor, when 50% and when 100% of each DBE subcontractor's portion of a project has been completed. Failure to submit this information accordingly may result in the following action or other action as deemed by the City:
 1. Withholding of money due in the next partial pay estimate; or
 2. Contractor may be disqualified from further bidding for a period as designated.

DBE FORM 5

DBE-5 **SUBCONTRACTORS' REPORT**

- The Contractor shall provide the DBE Office with a listing of ALL sub contractors to be entered into contract with this bid. DBE subcontractor'(s) are not to be listed on this form but on form DBE #1 (Ord. 09-057).
- Failure to complete the required Subcontractor's form (DBE Form 5) will be grounds for the disqualification of such bid as being a responsive bid.

To Be Submitted with Bid

CONTRACT: _____

**FORM DBE-1
(Rev. 10/09)**

Failure to submit this completed form will be cause for rejection of your proposal

Bidder acknowledges that he has read the D.B.E. goal provisions of the City for this fiscal year and that bidder will expend the dollar amount of the contract for D.B.E. subcontractors through the use of the following disadvantaged business enterprises, subject to the certification by the City, as subcontractors and that Bidder has made good faith efforts* as evidenced by its listing of disadvantaged businesses that were contacted as detailed herein and on the following pages. (Must be completely filled out.)

**CITY OF WILMINGTON
DISADVANTAGED BUSINESS ENTERPRISE ("D.B.E.")
SUBCONTRACTOR LISTING**

D.B.E. Firm Name IRS Numbers	Mailing Address & Contact Number	Type of Service	Dollar Amount of Contract
Total Dollar Amount to be Expended for Disadvantaged Business Enterprises			
Total Amount of Contract			
Percentage of Contract used for D.B.E.			

Name of Authorized Official of Bidder

Title

Company

*Good faith efforts shall be evidenced by listing each and every disadvantaged business enterprise (DBEs) contacted, showing the name and address of each, the names of contact persons, telephone numbers, sources used to identify DBEs, methods used to make contact, dates firms were contacted, responses, dates responses were received, type of subcontract, reasons for rejection, and estimated value of subcontract.

To Be Submitted with Bid

CONTRACT: _____

FORM DBE-2
(Rev. 10/09)

Failure to submit this completed form will be cause for rejection of your proposal

DBE Firm Name/Address	Contact Person(s) Email or Phone Number	Dates Contacted Initially and In Follow Up; Methods Used	Type of Subcontractor, plus Estimated Value	Reason for Rejection (If Firm Not Used) (If Bid "To High" Also Indicate Value)
1.			\$	
2.			\$	
3.			\$	

Were advertisements placed in general circulation media, trade association publications, and DBE media interested in DBE participation? If so, state details of the advertisement. If not, state why not.

What efforts were made to use the services of organizations that provide assistance in recruitment and placement of DBEs?

The following are examples of actions that may **not** be used as justification by the contractor or bidder for failure to meet DBE participation goals:

1. Failure to contract with a DBE solely because the DBE was unable to provide performance and/or payment bonds.
2. Equipment idled by contract with DBE.
3. Rejection of a DBE because of its union or non-union status.

If more DBE firms have been contacted, please list with supplemental form(s) on additional pages.

To Be Submitted with Bid if DBE is not listed in City DBE Directory

CONTRACT: _____

FORM DBE-3
(Rev. 10/09)

Failure to submit this completed form will be cause for rejection of your proposal

**CITY OF WILMINGTON
DISADVANTAGED BUSINESS REGISTRATION VERIFICATION FORM**

1.	NAME:		
2.	ADDRESS:		
3.	PHONE:	PRODUCT OR SERVICE LINE:	
4.	TYPE OF FIRM: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Individual <input type="checkbox"/> Other _____		
5.	EMAIL:		
6.	DATE OF ORIGINATION OF FIRM:	EMAIL:	
7.	BUSINESS LICENSES HELD:	City:	State: Other:
8.	DISADVANTAGED OWNERSHIP OF FIRM:		
	NAME	OWNERSHIP % OF FIRM	DISADVANTAGED BUSINESS
a.			
b.			
c.			
d.			
e.			
f.			
9.	NON-DISADVANTAGED OWNERSHIP OF FIRM:		
	NAME	OWNERSHIP % OF FIRM	
a.			
b.			
c.			
d.			
e.			
f.			
8.	I hereby certify that the information above is true and complete to the best of my knowledge and belief, and that I have been duly authorized to make this certification on behalf of the firm.		

NAME (printed) _____

SIGNATURE _____

DATE _____

TITLE _____

FOR OFFICE USE ONLY

DATE RECEIVED: _____
DATE APPROVED: _____
INFORMATION VERIFIED: _____

The General Contractor is required to submit this Compliance Report to the Disadvantaged Business Development Officer, City/County Building, 3rd Floor, 800 French Street, Wilmington, Delaware 19801, when the contract is entered into by the general contractor and the subcontractor, when 50% and when 100% of each DBE subcontractor's portion of a construction project has been completed.

**DISADVANTAGED BUSINESS ENTERPRISE
CONTRACT PARTICIPATION REPORT**

1. Contract No. _____ Amount of Contract \$ _____
2. Name of General Contractor: _____
3. Address: _____
4. E-Mail Address: _____
5. The above-named contractor intends to fulfill its commitment to expend \$ _____
(____%), of its contract with Disadvantaged Business Enterprises ("DBEs"). The following year-to-date expenditure(s) has been made with a DBE Subcontractor(s):

Name/Address of DBE Subcontractor	Nature of Participation	Dollar Value/ Percent of Participation	Dollar Amount Expended to Date
1.			
2.			
3.			

CONTRACT COMPLETION DATE: _____

General Contractor

Name of Authorized Officer

Date

DBE Subcontractor

Signature of Authorized Officer

Date

Office Use Only (Prime) Payment Received: _____ Amount: _____ Date: _____ Payment Received: _____ Amount: _____ Date: _____
--

City of Wilmington
Contract Compliance Officer's Name

Date

City of Wilmington
Contract Compliance Officer's Signature

Date

CONTRACT: _____

Failure to submit this completed form will be cause for rejection of your proposal

**CITY OF WILMINGTON
SUBCONTRACTOR LISTING**
(Do not include DBE Firms to be utilized)

Subcontractor Name IRS Numbers	Mailing Address Contact Number or Email	Type of Service	Dollar Amount of Contract
Total Dollar Amount to Non-Disadvantaged Business Enterprises			
Total Amount of Contract			

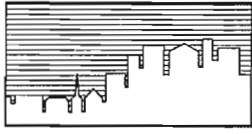
Bidder acknowledges that he has identified all sub contractors that will be utilized as well as listing the amount of money that will be paid to each of the subcontractors as part of the contract (use additional pages if necessary).

Name of Authorized Official of Bidder

Title

Company

Date



ASSET MANAGEMENT ALLIANCE

Commercial Property Management

February 5, 2020

Department of Finance
Division of Procurement & Records, 5th Floor
Louis L. Redding City/County Building
800 French Street
Wilmington, DE 19801

REF: Proposal for City Contract 21001PDPS – “Professional Services for Building Management at the Public Safety Building

Dear Mr. Philip Ceresini:

We appreciate the opportunity for Asset Management Alliance (AMA) to provide a proposal for property management services at the Public Safety Building (PSB) in Wilmington DE. As you may be aware, AMA has been providing property management & maintenance services to the PBS for over 20 years. Attached you will find the details of our proposal which includes, property management and facility maintenance. Our proposal is comprehensive and includes all you will need to keep the PBS facility operating.

Sarah Ruane will continue to be your assigned Property Manager. Matt Sullivan will continue to be the assigned Building Superintendent. Both will be available to help your organization meet the buildings operational needs. Our goal is to continue to provide the professional & experienced service you have come to know. Let us take care of your building so you can take care of your business.

Our proposal accounts for all requirements under the RFP. Keep in mind our maintenance staff are AMA employees and not sub-contractors. We have the knowledge and experience with the PSB that will eliminate the transition to another vendor. Our organization has experienced maintenance personnel with reach-back capability who can provide additional expertise in any area. AMA is confident we can provide professional, valued service to the PSB.

Sincerely,

Nicholas Koski-Vacirca
Director of Operations

PROPOSAL FORM

DATE: 2/20/2020

CONTRACT NO: 21001PDPS

City of Wilmington Business License Number is 017551

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, the item(s) listed below to the City of Wilmington, Office of Public Safety, Wilmington Department of Police, 300 North Walnut Street, Wilmington, Delaware 19801.

Building Management services from one year after signing contract.

Category		Monthly Billing is Annual Total Divided by 12	Annual Total
A. Management Fee		\$ 2,342.00	\$ 28,104.00
B. Building Superintendent		\$ 8,133.00	\$ 97,596.00
C. Heating Ventilation & Air Conditioning		\$ 875.00	\$ 10,500.00
D. Electrical, Security, Monitoring		\$ 466.66	\$ 5,000.00
E. Exterior Window Cleaning		\$ 609.50	\$ 7,314.00
F. Grounds Landscaping		\$ 525.53	\$ 6,306.41
G. Elevator		\$ 723.27	\$ 8,679.24
H. Sprinkler, Halon, Extinguishers		\$ 241.66	\$ 2,900.00
I. Emergency Generator		\$ 451.66	\$ 5,420.00
J. Exterminating		\$ 60.00	\$ 720.00
K. Janitorial		\$ 7,900.00	\$ 94,800.00
		Total Fixed Costs	\$ 267,339.65
Reimbursable (Maximum)		\$3,000.00	\$36,000.00
Snow Shoveling (as needed) 50 Hours Est.	50 Hours	\$ 40.00 / hour	
		GRAND TOTAL	\$ 303,339.65

FIRM: Asset Management Alliance
Corporation, Partnership, Individual

PER: Nicholas Koski-Vacirca
Name (Type or Printed)

TITLE: Director Of Operations

ADDRESS: 222 Delaware Avenue
Wilmington, DE 19801

PHONE: 302-655-2100

FAX #: 302-655-3531

EMAIL ADDRESS: nvacirca@assetmanagementallaince.com

FEDERAL ID NUMBER: 51-0323626

Signature: 

SUBCONTRACTORS

To be used under the conditions of this agreement. Nature of their services and their names and addresses are as follows (Proposer to fill in):

Nature of Service	Name and Address
C. Heating, Ventilating, Air Condition Services, including Chiller	National HVAC 42-A Southgate Blvd. New Castle, DE 19720
D. Electrical, Security, Monitoring	Anchor Electric P.O Box 12591 Wilmington DE 19850
E. Exterior Window Cleaning	City Window Cleaning, Inc P.O Box 53 Wilmington, DE 19899
F. Grounds Landscaping	Green Acres Lawn & Landscaping P.O Box 5468 Wilmington, DE 19809
G. Elevator	Thyssenkrupp Elevator 250 King Manor Drive King of Prussia, PA 19406
H. Sprinkler Maintenance	Sobieski 1325 Old Cooch's Bridge Rd. Newark, DE 19713
I. Emergency Generator	Foley Power Systems 2975 Galloway Road Bensalem, PA 19020
J. Exterminating	P. Wilson Pest Control Co. P.O Box 9262 Wilmington, DE 19809
K. Janitorial	Dust Away Cleaning Services, Inc. P.O Box 346 Wilmington, DE 19899
	_____ _____
	_____ _____
	_____ _____

Please list your company's previous five (5) years experience in the management and maintenance of office buildings, which are a minimum of 70,000 square feet in size. Also, list all references (use additional pages if necessary). Please include email address for references to facilitate verification.

1. 824 Market Street - 231,000 SF

2. 4550 New Linden Hill Rd - 106,285 SF

3. Abby Medical - 75,000 SF

4. CSC Head Quarters - 143,800 SF

5. CSC Marvel - 84,000 SF

6. Highmark DE - 170,000 SF

7. OMEGA Professional - 99,150 SF

8. Louis L. Redding City/County Bldg. - 130,000SF

9. Wilmington Public Safety - 72,000 SF (Providing maintenance & management since 1991)

10. Wilmington Water Division

11. _____

12. _____

*** See attached spreadsheet with additional information on each property.

To Be Submitted with Bid

CONTRACT: 21001PDPS

FORM DBE-1
(Rev. 10/09)

Failure to submit this completed form will be cause for rejection of your proposal

Bidder acknowledges that he has read the D.B.E. goal provisions of the City for this fiscal year and that bidder will expend the dollar amount of the contract for D.B.E. subcontractors through the use of the following disadvantaged business enterprises, subject to the certification by the City, as subcontractors and that Bidder has made good faith efforts* as evidenced by its listing of disadvantaged businesses that were contacted as detailed herein and on the following pages. (Must be completely filled out.)

**CITY OF WILMINGTON
DISADVANTAGED BUSINESS ENTERPRISE ("D.B.E.")
SUBCONTRACTOR LISTING**

D.B.E. Firm Name IRS Numbers	Mailing Address & Contact Number	Type of Service	Dollar Amount of Contract
P. Wilson Pest Control Co. 51-0122399	P.O Box 9262 , Wilmington, DE 19809 302-655-0214	Exterminating	\$720.00
Dust Away Cleaning Services, Inc. 51-0416946	P.O Box 346, Wilmington, DE 19899 302-658-8803	Janitorial	\$94,800
Total Dollar Amount to be Expended for Disadvantaged Business Enterprises	\$95,520.00		
Total Amount of Contract	\$303,339.65		
Percentage of Contract used for D.B.E.	31.4%		

Nicholas Koski-Vacirca



Director Of Operations

Name of Authorized Official of Bidder

Title

Asset Management Alliance

Company

*Good faith efforts shall be evidenced by listing each and every disadvantaged business enterprise (DBEs) contacted, showing the name and address of each, the names of contact persons, telephone numbers, sources used to identify DBEs, methods used to make contact, dates firms were contacted, responses, dates responses were received, type of subcontract, reasons for rejection, and estimated value of subcontract.

To Be Submitted with Bid

CONTRACT: 21001PDPS

FORM DBE-2
(Rev. 10/09)

Failure to submit this completed form will be cause for rejection of your proposal

DBE Firm Name/Address	Contact Person(s) Email or Phone Number	Dates Contacted Initially and In Follow Up; Methods Used	Type of Subcontractor, plus Estimated Value	Reason for Rejection (If Firm Not Used) (If Bid "To High" Also Indicate Value)
1. P. Wilson Pest Control Co. P.O Box 9262 Wilmington, DE 19809	Philip Wilson 302-655-0214	2/11/2020 Letter & Email	Exterminating \$ 720.00 Annual	Awarded
2. Dust Away Cleaning Services P.O Box 346 Wilmington, DE 19899	Carrie Dennis-Mayer 302-658-8803	2/11/2020 Letter & Email	Janitorial \$ 94,800.00 Annual	Awarded
3.			\$	

Were advertisements placed in general circulation media, trade association publications, and DBE media interested in DBE participation? If so, state details of the advertisement. If not, state why not.

Existing DBE sub-contractors already working at PSB were invited to submit bids for new contracted work. Both bids were accepted.

What efforts were made to use the services of organizations that provide assistance in recruitment and placement of DBEs?

None at this time. Contractors were already working at the PSB.

The following are examples of actions that may **not** be used as justification by the contractor or bidder for failure to meet DBE participation goals:

1. Failure to contract with a DBE solely because the DBE was unable to provide performance and/or payment bonds.
2. Equipment idled by contract with DBE.
3. Rejection of a DBE because of its union or non-union status.

If more DBE firms have been contacted, please list with supplemental form(s) on additional pages.

Failure to submit this completed form will be cause for rejection of your proposal

**CITY OF WILMINGTON
SUBCONTRACTOR LISTING
(Do not include DBE Firms to be utilized)**

Subcontractor Name IRS Numbers	Mailing Address Contact Number or Email	Type of Service	Dollar Amount of Contract
25-1668388	National HVAC - 42-A Southgate Blvd. New Castle, DE 19720 302-563-5520	HVAC	\$10,500.00
51-0293240	City Window Cleaning, Inc. - P.O Box 53 Wilmington, DE 19899 302-633-0633	Window Cleaning	\$7,314.00
20-0753671	Green Acres Lawn & Landscaping Inc. P.O Box 5468, Wilmington DE 19809 302-322-8239	Grounds Landscaping	\$6,306.41
56-2303937	Sobieski 1325 Old Cooch's Bridge Road Newark, DE 19713 - 800-321-1332	Sprinkler	\$2,900.00
22-0917100	Foley Power Systems 2975 Galloway Road Bensalem, PA 19020 - 215-639-4300	Emergency Generator	\$5,420.00
20-2733944	Anchor Electric P.O Box 12591 Wilmington DE 19850	Electrical, Security, Monitoring	\$5,000.00
62-1211267	Thyssenkrupp Elevator 250 King Manor Drive King of Prussia, PA 19406	Elevator	\$8,679.24
Total Dollar Amount to Non-Disadvantaged Business Enterprises	\$46,119.65		
Total Amount of Contract	\$303,339.65		

Bidder acknowledges that he has identified all sub contractors that will be utilized as well as listing the amount of money that will be paid to each of the subcontractors as part of the contract (use additional pages if necessary).

Nicholas Koski-Vacirca



Director Of Operations

Name of Authorized Official of Bidder

Asset Management ALliance

Title

2/20/2020

Company

Mayor's Office of Economic Development – SMBEO/DBE Office 9/2013

Date

ASSET MANAGEMENT ALLIANCE

Commercial Property Management

#	PROPERTY / ADDRESS	DATE	TYPE	SIZE	CONTACT
1	824 N. Market 824 Market Street Wilmington, DE 19801	2018	Commercial, Retail & Parking	231,000	Katie Meagher Ellington Management Group, LLC. kbraun@ellington.com
3	4550 Linden Hill Road 4550 Linden Hill Rd. Wilmington, DE 19808	2019	Commercial Office Building	106,285	Tamer El-Reyes tamer@contfinco.com
4	Abby Medical One Centurian Drive Newark, DE 19713	2006	Medical Office Condominium	75,000	Shane Malek - Primary Owner shanemalek@comcast.net
9	CSC - Corp. Services Co. (HQ) 251 Little Falls Dr. Wilmington, DE 19808	2018	Office	143,800	Judi Harbaugh - Head of Facilities judiharbough@cscglobal.com
10	CSC - Marvel 251 Little Falls Dr. Wilmington, DE 19808	2018	Office	84,000	Judi Harbaugh - Head of Facilities judiharbough@cscglobal.com
14	Highmark Delaware 800 Delaware Ave. Wilmington, DE 19801	2010	Office	170,000	David Peters - Head of Facilities BCBS david.peters@highmarkhealth.org
20	Omega Professional Center Omega Drive Newark, DE 19713	2007	Medical Office Condominium	99,150	5 Condominium Councils
24	Wilmington - City/County Bldg Louis L. Redding 800 N. French Street Wilmington, DE 19801	2011	Office	130,000	Vince Carrocia - Wilm Public Works Department vcarrocia@wilmingtonde.gov Bill Suiter - New Castle Country, Building Supervisor

ASSET MANAGEMENT ALLIANCE

Commercial Property Management

#	PROPERTY / ADDRESS	DATE	TYPE	SIZE	CONTACT
26	Wilmington Public Safety 300 N. Walnut Street Wilmington, DE 19801	1991	Police, Fire & Administrative Offices	72,000	Arthur Gliem - Lieutenant Cecilia Ashe - Inspector
27	Wilmington Water Division Wilmington, DE 19801	2017	Public Works sites	16 Sites	Joe Dellose - Public Works Cell 354-3128 Office 571-5461

NICHOLAS KOSKI-VACIRCA

PROFILE:

An experienced and motivational leader with over 30 years of service in the public and private sectors, with emphasis on

- * Results Oriented / Leadership Guidance
- * Annual and Strategic Planning
- * Operations/Facilities Leadership & Effectiveness

EXPERIENCE:

ASSET MANAGEMENT ALLIANCE Wilmington, DE

Director of Operations, July 2019 – Present

Accountable for all aspects of day to day operations of the organization, 27 properties, 1.8 Million SF. Providing Maintenance, Property Management, Lease Administration. Oversight of all morale, discipline, training, legal, accounting & strategic planning for 20 person organization.

CHRISTINA SCHOOL DISTRICT, Bear, DE

Manager, Facilities Services - Capital Projects, 2005 – June 2019

Accountable for the Maintenance & Capital Improvement programs, \$4M annually, 2.9 Million SF. Bidding, Contract Negotiations, Purchase Orders and payments, Construction, 60-80 on-going projects. Custodial & Maintenance manpower (union) oversight & scheduling, 205 staff members. Strategic and long-range facility & district planning, 26 schools, 32 facilities, 600 acres. Lead on all school safety & security initiatives, annual system inspections.

DELAWARE DEPARTMENT OF EDUCATION, Dover, DE.

Education Associate, School Planning and Maintenance, 1998 - 2005

Accountable for Major and Minor Capital Improvement Programs, \$175M annually. Review of proposed legislation for school construction, maintain school plans and data. Set and track custodial training, for 19 school districts, asst. districts with school safety initiatives. Implemented nation's first web-based capital planning and assessment tool for public schools. Implemented the State's first school emergency response plans, trained district leadership on the same. Published 4 reports, 2 - school construction, 1 - school district boundaries, 1 - custodial training.

NELSON & ASSOCIATES, Phila., PA. - *Project Leader* , 1997 - 1998

MIA FAMIGLIA ITALIAN TRATTORIA, Middletown, DE. - *Owner/Operator*, 1994 - 1997

ACORN DEVELOPMENT CORPORATION, King of Prussia, PA. - *Project Leader*, 1987 - 1994

MILITARY:

U.S. AIR FORCE RESERVE, Col - Retired

Emergency Preparedness Liaison Officer/ FEMA Reg III – Delaware, 2007 – 2015

DOD Liaison to FEMA Region III on all natural and man-made disaster response coordination, safety & security planning.

Deputy Group Commander – 512th Maintenance Group, Dover AFB, Delaware, Sept 2003 – Nov 2007

Assistant to the Group/CC on all aspects of aircraft maintenance, manpower (union, non-union, civilian & military), morale, welfare, discipline, training & strategic planning for 1200 member group.

EDUCATION:

Doctoral Level Courses (Leadership & Military Studies)

Masters of Science in Management / Public Administration, Wilmington College, Dover, DE, 2000

Professional Military Education (AWC, ACS, SOS Aircraft Maintenance/Leadership/Logistics)

Bachelor of Science, Architectural Interior Design, Drexel University, Phila., PA, 1985

ORGANIZATIONS:

Trustee, Delaware Boys/Girls Club

Co-Chair, MOT Big Ball Marathon Committee

KOSKI-VACIRCA, NICHOLAS

EMPLOYER NAME AND ADDRESS

CHRISTINA SCHOOL DISTRICT

Bear, Delaware

FROM: NOVEMBER 2005 to PRESENT

TITLE: MANAGER, CAPITAL PROJECTS

DUTIES AND ACCOMPLISHMENTS:

Lead administrator for school district in determining new construction, maintenance and repair needs. Oversight of the Major & Minor Capital Improvement Programs and Budgets. Responsible for project oversight from preliminary design through construction. Prepare district and state required reports on project status and expenditures. Establish required Purchase Orders (PO), Payment Vouchers (PV), Encumbrance Adjustments (EA) and transfers. Oversight of Major & Minor Capital Construction budgets in excess of 100 million dollars/4 million annually. Provide monthly Local school board presentations on agenda items as well as proposed change orders (CO). Oversight of all facilities processes to include construction, operations, budgets, and custodial/maintenance initiatives. Responsible for all annual inspections to include, Elevators, Fire Alarm / Sprinklers, Playgrounds, Bleachers/Grandstands and all AHERA requirements. District point person on asbestos review & removal and indoor air quality issues (mold). Work closely scheduling grounds maintenance, vehicle scheduling & maintenance activities. Partnered with Transportation, Technology & Food Services to accomplish much needed projects throughout the district. Implemented construction & maintenance standards to improve construction and repair capabilities. Also provide referendum support at the district level making several presentations to the general public during the evenings. Facilities lead on the district calendar committee, school capacity calculations and safety & security initiatives (security, card access, CCTV). District liason between the State (Department of Education, Budget Office, and Office of State Planning) and Local governmental agencies on all construction related matters. Lead in strategic and long-range facility use planning.

EMPLOYER NAME AND ADDRESS

DELAWARE DEPARTMENT OF EDUCATION

Dover, Delaware

FROM: MARCH 1998 to OCTOBER 2005

TITLE: EDUCATION ASSOCIATE SCHOOL PLANT PLANNING & MAINTENANCE

DUTIES AND ACCOMPLISHMENTS:

Provided assistance to school districts in determining new construction, maintenance and repair needs. Prepare the annual Department of Education request for Major Capital Improvement Projects, and Minor Capital Improvement Projects budget averaging over \$175 million dollars annually. Administered the Minor and Major Capital Improvement Programs. Maintain school district custodial staffing allocations records. Administered the custodial training program. Chaired the first ever school custodial review committee. The committee reviewed and made recommendations for improvements to the school custodial training program. Developed, implemented and maintain the first Statewide Facility Condition Assessment database and website. Worked closely with school districts statewide on implementing a preventive maintenance and work order system that works in conjunction with the statewide facility assessment. Revised and issue the school construction technical assistance manual clarifying the separation of regulation and technical assistance. Chaired the school construction committee to evaluate current school construction formulas and implementation of Statewide school construction standards. Authored three reports, 2 on school construction, 1 on updated school district boundaries. Spearheaded the development and updating of GIS based school district maps. Working to develop district maps based on accurate parcel data for more efficient analysis of school planning issues. Spearheaded

the implementation of web based school floor plans directly linked to CCTV security systems, giving first responders real time knowledge of school crisis events. I provided leadership and assisted districts with pending environmental concerns such as IAQ, mold and the use of bio-diesel in school boilers. Completed the successful testing of bio-diesel and diesel fuel catalyst in school boilers in the Appoquinimink school district. Successfully accomplished the establishment of mobile classrooms on the State bid list. Initiated the change to increase the current cost per square foot for school construction allowing school construction to keep pace with current market trends. I established the School Construction Committee charged with reviewing market impacts on the cost per square foot for construction. Increased the Minor Capital Program limit to \$500,000 dollars. Considered the subject matter expert in the State for school construction and planning related issues. Consistently called upon by citizens and legislators for timely and accurate information pertaining to current school construction needs, initiatives, and regulatory clarification.

EMPLOYER NAME AND ADDRESS

AFNORTH / 1AF

Tyndall AFB, FL

FROM: AUGUST 2009 to November 2015

TITLE: EPLO (Emergency Preparedness Liaison Officer) / FEMA Region III

NATIONAL RESPONSE COORDINATION CENTER, DC & DELAWARE

GRADE: COLONEL

DUTIES AND ACCOMPLISHMENTS: DOD (Department of Defense) liaison to FEMA National & State of Delaware on all natural and manmade disaster coordination. The conduit between what the local government needs to manage disaster response, safety/security and what the DOD can provide.

EMPLOYER NAME AND ADDRESS

512 MAINTENANCE GROUP

512 AMW, Dover AFB, DE

FROM: AUGUST 2008 to OCTOBER 2009

TITLE: DEPUTY GROUP COMMANDER

GRADE: Lt. COLONEL

DUTIES AND ACCOMPLISHMENTS: Accountable for the leadership, discipline, morale and welfare of 3 squadrons, in 6 specialty areas and 27 assigned aircraft (1200 assigned personnel). I directed readiness activities, as well as the formulation and integration of all logistical functions as directed by the group & wing commanders. I provided squadron leadership with feedback from the group & wing. I worked with our active duty counterparts on unit strength and weaknesses on a monthly basis in support of the active duty mission. I established and directed readiness activities, as well as the formulation and integration of all logistical functions as directed by the group & wing commanders. I provided squadron leadership with feedback from the group & wing. I interviewed potential maintenance team leaders and team members, making sound decisions organizing the personnel into teams to achieve maximum mission/training requirements. I met with the squadron's key program personnel, such as Safety NCO, Unit Self Inspection Program NCO, and Career Advisor to insure all mandated and suggested cross tell information is directed to the correct individuals. I reviewed all training records on a consistent basis to insure compliance with all group directed policies, directly resulting in the squadron training process becoming a benchmark for the logistics group. I reviewed all work plans for assigned air reserve technicians, making sure the squadron was in compliance with the union contract and provided accurate work instructions for all technicians. Patience and understanding as well as the ability to motivate subordinates in a positive way, directly related to a 93% mission reliability rate. We continually benchmarked with our active duty counterpart and other 512th/AFRC units on all logistical support activities to achieve maximum participation and the establishment of a seamless operation. At the group level, we acted to eliminate all forms of harassment and discrimination following Air Force and AFRC guidance. Manpower documents were reviewed monthly ensuring all vacant positions were filled or needed adjustments were made. I chaired the

squadron Quality Councils initiatives to include the establishment of key products, key processes, customer requirements, mentoring process and metrics. I used meeting dynamics during supervisory meetings to ensure down time was at a minimum and leadership was returned to key positions in a timely manner.

Sarah Ruane

302-655-2100 | sruane@assetmanagementalliance.com | 222 Delaware Ave Suite 109 Wilmington, DE 19801

Summary

Dynamic and eager professional with over 15 years' experience in the real estate and construction industries. Solid history of experience in all aspects of daily operating functions for property management of multi-million dollar properties including financing and budgeting, asset management and maintenance, marketing and leasing, development of strong tenant relationships, staff supervision and assurance of all applicable policies and regulations. Holds Delaware Real Estate Salesperson License.

Skills

Microsoft Office with Advanced Excel, QuickBooks, Interact & Sage 300 Applications, Communication, Contract Negotiations, Customer Retention, Time Management, Conflict Resolution, Organization, Budget Development, Report Generation, Team Leadership & Training

Experience

Asset Management Alliance

Property Manager, 2016-Present

- Liaise for owner and tenant relations at multiple properties representing over 500,000 square feet of commercial real estate
- Schedule, supervise and track routine building inspections and maintenance programs
- Analyze contractor bids for provision of property services
- Preparation of annual budgets for owner approval
- Collection of rental fees, deposits and operating expenses in excess of \$500,000 monthly
- Management of all AR and AP accounts for sites with complete system of records
- Balancing of monthly budget including month end summaries with variance reports
- Tenant/Vendors payment tracking for minimal delinquencies
- Participate in multiple construction and building maintenance projects, delivering support to project contributors and owners

Long & Foster Real Estate Inc.

Realtor, 2017-Present

- Complete real estate sales transaction management including drafting of sales contract, negotiating agreement terms, pre-sale property inspections, and document tracking with high regards to accuracy and strict deadline schedules

Advanced Solar

Administrative Assistant, 2010-2016

- Primary liaison for inquiring and current customers
- Manage customer service program including scheduling of appointments with limited oversight
- Receive, review, and input technician's work orders into company data system for report generation
- Drafting formal contracts for customer proposal and distributing accordingly
- Accounts payable and receivable data entry and management
- Plan and schedule meetings, respond to various internal and external inquiries, and manage communication via email, phone calls, etc.
- Organize and accurately maintain filing system with regards to confidential information
- Periodic review, analysis, and report generation for expenditures
- Development and updating of marketing material

Thornton Contracting

Manager/ Bookkeeper, 2006-2009

- Maintained detailed records of company acquisitions
- Managed customer service scheduling and requests
- Developed supply management and control system for startup business
- Administered personnel recordkeeping including payroll, scheduling, and subcontractor hours
- Managed and maintained accounting controls including daily ledger accounts
- Implemented file management solution to track invoices/receipts and ensure compliance with all licensing requirements

Education

Real Estate Institute of Delaware

Delaware Real Estate Sales License

Wilmington University 2016 (*Deans List and Honor Society*)

Associate of Arts

Schilling Douglas School of Hair Design 2001

Cosmetology License

St. Mark's High School 2000

Diploma

Matthew Sullivan

302-655-2100 | msullivan@assetmanagementalliance.com | 222 Delaware Ave Suite 109 Wilmington, DE 19801

Summary

Highly motivated, ambitious, dependable, efficient individual with experience in the service and labor industries for over 9 years. Extensive history of customer service with added property maintenance skills. Responsibilities include initial troubleshooting for building electric, HVAC and plumbing repairs, supervision and tracking of routine building inspections and maintenance programs, coordination and completion of building maintenance repairs, monitoring repair costs in accordance with approved expense allocations and proactive inspections to ensure optimal building performance.

Skills

Customer Service & Communications, Building Maintenance, Client Relationship Management, Cost Containment, Independent Decision Making, Effective Communication, Rapid Learner

Experience

Asset Management Alliance

Maintenance Mechanic, 2018-Present

- Responsibilities: Primary point of contact for all day to day building operations tasks for 72,000 square foot facility

Halligan Bar, Anejo Restaurant, James Street Tavern

Bartender, 2016-Present

- Responsibilities: Managing designated areas to include customer service request, inventory, regulation compliance, and high quality customer relationships to increase restaurant value

Columbus Inn

Bartender, 2010-2016

- Responsibilities: Provide exceptional customer service skills to new and returning customers

Chesapeake Inn Restaurant

Bartender, 2013

- Responsibilities: Provide exceptional customer service skills to new and returning customers

1st Impressions Inc.

Laborer, 2012

- Responsibilities: Customer and client communications, exterior property maintenance as required at each site

United Parcel Service

Laborer, 2011

- Responsibilities: Daily deliveries and customer service interaction while meeting time sensitive deadlines and providing accurate document verification of task completion

Education

University of Delaware
Salesianum High School

*General Studies
Diploma*

OFFICE OF PUBLIC SAFETY
DEPARTMENT OF POLICE
WILMINGTON, DELAWARE

Departmental Information

TO: Chief Robert J. Tracy

FROM: Lt. Arthur J. Gliem

DATE: 05 March 2020

RE: Professional Services for Building Management



Sir,

I'm submitting this departmental information regarding the attached contract proposal (Contract No: 21001PDPS). The bid proposal requests went out for public bid on January 28th, 2020 with results due by February 20th, 2020. Asset Management Alliance was the sole proposal received which totaled \$303,339.65. I have reviewed the proposal and recommend we award the contract to Asset Management. Your consideration is greatly appreciated.

Respectfully Submitted,



Rec'd 3/5/20 Insp CLJ
I recommend.
Final approval by
The Chief

CERTIFICATE OF AWARD OF CONTRACT

I hereby certify that Contract No. 21001PDPS is on this 5th of March 2020 awarded to Asset Management Alliance, in the amount of \$303,339.65 as per Proposal dated 2/8/2020 and that this award is made in compliance with Wilm. Code (Charter), Section 8-200, to wit: 20

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 1/28/20.
2. The advertisement calling for sealed bids on this contract was published in the News Journal on 1/28/20 & 2/4/20 stated that proposals would be accepted 4:30 p.m. on 2/20/20
3. All proposals were received by the close of business in the office of the Department of Finance, Division of Procurement and Records, by 4:30 p.m. on 2/20/2020.
4. Proposals were submitted by the following:

Contractor	Address
Asset Management Alliance	Wilmington, DE

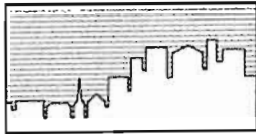
5. City License Number _____

6. Upon recommendation of Department of Police and after due consideration, I determined that the contractor to whom this award is made was the highest scored 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>
Robert J. Tracy	Chief of Police	3/5/20



Department of Finance, Division of Procurement



ASSET MANAGEMENT ALLIANCE

Commercial Property Management

Certified Copy of Resolutions

I, the undersigned, President of Asset Management Alliance, a Delaware Corporation, hereby certify that the following Resolutions excepted from the Minutes of the Corporation were duly adopted by unanimous consent of the Board of Directors of the Corporation, on the 19th day of March 2020.

RESOLVED, that the President, Mathew A. Gehrke, of this Corporation 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, for the Contract Price of **\$303,339.65**; and


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

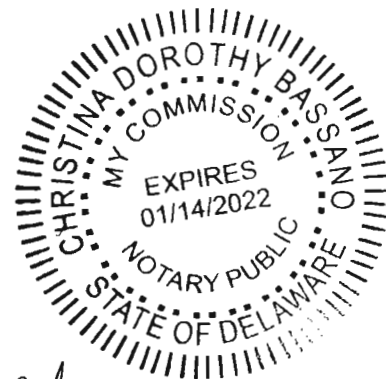
I further certify that the foregoing Resolutions have not been rescinded or modified and remain in full force and effect.

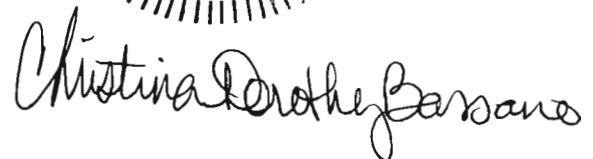
I further certify that the following are the names of all officers qualified to sign for the Corporation:

Director of Operations: Nicholas Koski-Vacirca

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Corporation
this 19th day of March 2020 A.D.


Matthew Gehrke, President





Delaware

Page 1


The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "ASSET MANAGEMENT ALLIANCE LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-SEVENTH DAY OF MARCH, A.D. 2020.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "ASSET MANAGEMENT ALLIANCE LLC" WAS FORMED ON THE NINTH DAY OF AUGUST, A.D. 2010.

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




Jeffrey W. Bullock, Secretary of State

4858201 8300

SR# 20202366419

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

Authentication: 202669550

Date: 03-27-20



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/13/2019

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 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 Clark Baffone and Matthews Ins Agency Inc 100 W. Commons Blvd, Ste 302 New Castle DE 19720	CONTACT NAME: Kathleen Coburn PHONE (A/C No, Ext): 302-322-2261 E-MAIL ADDRESS: kcoburn@cbmins.com	FAX (A/C, No): 302-322-8285
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Cincinnati Insurance Company	NAIC # 10677
INSURED Asset Management Alliance, LLC 222 Delaware Avenue, Suite 109 Wilmington DE 19801	ASSEMAN-01	INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 1899485060

REVISION NUMBER:

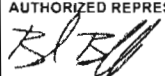
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <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 type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC	Y	EPP0498193	8/1/2019	8/1/2020	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
							\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		EPP0498193	8/1/2019	8/1/2020	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 DED <input type="checkbox"/> RETENTION \$	Y	EPP0498193	8/1/2019	8/1/2020	EACH OCCURRENCE	\$ 5,000,000
						AGGREGATE	\$ 5,000,000
							\$
A	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/A	EWC0498203	8/1/2019	8/1/2020	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)


City of Wilmington is an additional insured with respects to general liability when required by written contract with insured. Umbrella policy follows form.

CERTIFICATE HOLDER**CANCELLATION**

City of Wilmington 800 N French St 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 
--	--

© 1988-2010 ACORD CORPORATION. All rights reserved.

LICENSE NO. 1992100893	STATE OF DELAWARE		VALID
POST CONSPICUOUSLY	DIVISION OF REVENUE		01/01/19 - 12/31/21 NOT TRANSFERABLE
DLN: 18 95605 70	BUSINESS CODE 099 GROUP CODE 007	LICENSED ACTIVITY	PROFESSIONAL AND/OR PRSL SRVCS-UNCLASSIFIED PROFESSIONAL AND/OR PERSONAL SERVICES
DATE ISSUED: 12/19/18	**VALIDATED**		2021
LICENSE FEE: \$ 225.00	BUSINESS LICENSE		BUSINESS LOCATION
MAILING ADDRESS		ASSET MANAGEMENT ALLIANCE PO BOX 1909 WILMINGTON DE 19899-1909	
ASSET MANAGEMENT ALLIANCE PO BOX 1909 WILMINGTON DE 19899-1909			JENNIFER R. HUDSON DIRECTOR OF REVENUE
<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>			

CITY OF WILMINGTON - BUSINESS LICENSE			
ACCOUNT NO.	LICENSE NO.	CODE	FEE PAID
017551	1979	5020 MISCELLANEOUS	\$181.00
BUSINESS	ASSET MANAGEMENT ALLIANCE 909 DELAWARE AVE WILMINGTON, DE 19806-4701		Expires: 12/31/2020
ASSET MANAGEMENT ALLIANCE ASSET MANAGEMENT ALLIANCE 222 DELAWARE AVE SUITE 109 WILMINGTON, DE 19801		 2020	ISSUED BY
		<i>Jeffrey J. Starkey</i> COMMISSIONER DEPARTMENT OF LICENSES & INSPECTIONS	
THIS LICENSE MUST BE DISPLAYED IN A PROMINENT PLACE			

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

THIS AGREEMENT made the _____ day of _____ in the year **Two Thousand Twenty** 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 **Asset Management Alliance** 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 **21001PDPS "Building Management Services"** for the **Department of Police** in accordance with Advertisement for Bids by the Department of Finance, Division of Procurement and Records date **1/28/20 & 2/4/20** and specifications identified as Contract No. **21001PDPS** 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 **Three Hundred Three Thousand, Three Hundred Thirty-Nine---Dollars and 65/100 Hundred (\$303,339.65)** as per Proposal dated **2/20/20** to the Department of Finance, Division of Procurement and Records. **The initial term of this contract shall be for one (1) year starting on July 1, 2020 and ending on June 30, 2021.** *

NICM 5/13/2020

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 **Chief of Police**, 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

Asset Management Alliance

Christina Basano
Witness

By: _____
~~President~~ (Seal)
DIRECTOR OF OPERATIONS

ATTEST:

Stephanie Vidaback
~~Secretary~~
CONTROLLER