

AN ORDINANCE TO AUTHORIZE AND APPROVE TWO ONE-YEAR EXTENSIONS OF CONTRACT 22002WDPS BETWEEN THE CITY OF WILMINGTON AND MUNICIPAL MAINTENANCE COMPANY FOR PUMP, VALVE AND MISCELLANEOUS MECHANICAL EQUIPMENT MAINTENANCE SERVICES

#0141

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 22002WDPS “Pump, Valve and Miscellaneous Mechanical Equipment Maintenance Services” (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 Municipal Maintenance Company; and

WHEREAS, the term of the Contract is for the period from July 1, 2021 through June 30, 2022, at an estimated price of Six Hundred Thirty-Six Thousand Fifty Dollars (\$636,050.00), with the option of two (2) extensions of one (1) year thereafter on the same terms and conditions, with the possibility of a price adjustment for each extension based upon the Consumer Price Index for the Philadelphia/Wilmington Metropolitan Area, at the option of the City; 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 22002WDPS “Pump, Valve and Miscellaneous Mechanical Equipment Maintenance Services” between the City of Wilmington and Municipal Maintenance Company, a copy of which Contract, in substantial form, is attached hereto as Exhibit “A”, at an estimated price of Six Hundred Thirty-Six Thousand Fifty Dollars (\$636,050.00) per extension, with the possibility of a price adjustment for each extension based upon the Consumer Price Index for the Philadelphia/Wilmington Metropolitan Area, 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..... March 3, 2022
Second Reading..... March 3, 2022
Third Reading.....

Passed by City Council,

President of City Council

ATTEST: _____
City Clerk

Approved this ____ day of _____, 2022.

Mayor

SYNOPSIS: This Ordinance authorizes the City to exercise two (2) one-year extension options for Contract 22002WDPS “Pump, Valve and Miscellaneous Mechanical Equipment Maintenance Services” with Municipal Maintenance Company.

FISCAL IMPACT STATEMENT: The fiscal impact of this Ordinance is two (2) one-year contract extensions at an estimated price of Six Hundred Thirty-Six Thousand Fifty Dollars (\$636,050.00) per extension, with the possibility of a price adjustment for each extension based upon the Consumer Price Index for the Philadelphia/Wilmington Metropolitan Area.

W0116348

EXHIBIT A

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:

22002WDPS – PUMP, VALVE AND
MISCELLANEOUS MECHANICAL
EQUIPMENT MAINTENANCE SERV-
ICES

22003WDPS – ELECTRICAL EQUIP-
MENT MANAGEMENT AND MAIN-
TENANCE SERVICES

Proposals are due on THURSDAY,
March 25, 2021, at the close of
business, 4:30 p.m.

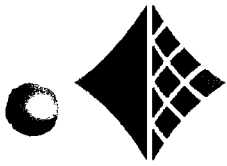
Scope of Services may be obtained
by emailing your request to
procurement@wilmingtonde.gov

Phil Ceresini, CPPB
Purchasing Agent II
Department of Finance
Division of Procurement and
Records

pceresini@wilmingtonde.gov
www.wilmingtonde.gov

3/2, 3/9-NJ

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WILMINGTON, DE 19801

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22003WDPS - ELECTRICAL EQUIPMENT MANAGEMENT AND MAINTENANCE SERVICES

Proposals are due on THURSDAY, March 25, 2021, at the close of business, 4:30 p.m.

Scope of Services may be obtained by emailing your request to procurement@wilmingtonde.gov

Phil Ceresini, CPPB
Purchasing Agent II
Department of Finance
Division of Procurement and Records

pceresini@wilmingtonde.gov
www.wilmingtonde.gov
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0004621857-01

REQUESTS FOR PROPOSALS

1. Proposals on **City Contract 22002WDPS – PUMP, VALVE AND MISCELLANEOUS MECHANICAL EQUIPMENT MAINTENANCE SERVICES** 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, MARCH 25, 2021, at the close of business, 4:30 p.m.** Bids can also be left in the drop box marked “PROCUREMENT” located on the first floor in front of the guard station.

2. Proposals must be an original and three (3) paper copies, along with 2 flash drives each containing a PDF file of the proposal sealed in an envelope, and the envelope endorsed "**Proposal for City Contract 22002WDPS – PUMP, VALVE AND MISCELLANEOUS MECHANICAL EQUIPMENT 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 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.

Questions : Written questions must be submitted by email to procurement@wilmingtonde.gov. Relevant questions will be responded to via published addendum. Questions will not be accepted after March 16th.

If a prospective proposer desires a site tour it can be scheduled with Mr. Sam Baise by calling 302-573-5727.

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

**WATER DIVISION
PUMP, VALVE AND MISCELLANEOUS
MECHANICAL EQUIPMENT
MAINTENANCE SERVICES**

REQUEST FOR PROPOSAL FOR PROFESSIONAL SERVICES

PROPOSAL NO. 22002 WDPS

FEBRUARY 2021

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

**WATER DISTRIBUTION SYSTEM
PUMP, VALVE AND MISCELLANEOUS
MECHANICAL EQUIPMENT
MAINTENANCE SERVICES**

REQUEST FOR PROPOSAL

Proposal No. 22002 - WDPS

February, 2021

Prepared by:

Parada Construction Services, LLC

**1508 Randy Lane
Cherry Hill, NJ 08003**

215-687-6219 - Cell

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I. SCOPE AND NATURE OF SERVICES TO BE PROVIDED

1. GENERAL INFORMATION

1.1 Objective of this Request for Proposals

The City of Wilmington, Delaware, herein referred to as “City” is seeking professional, competitive proposals from organizations, herein referred to as “Contractor”, experienced in performing maintenance services specific to Mechanical work through a comprehensive Program Management approach, whereby the City’s assets, as outlined herein, are evaluated, prioritized from a risk perspective, and channeled into a preventative/corrective-measure maintenance program where scheduled maintenance activities are systematically accomplished by the Contractor with each step closely coordinated with the City.

With the Program Management approach, the City desires to elevate the reliability and performance of its Mechanical assets, but it also desires to have cost-effective framework for providing reactive, emergency services should the situation arise. The City also requires that the Program be computer based to a level that will allow for electronic interaction with the City’s existing Computerized Maintenance Management System (CMMS).

1.2 Overview of Facilities and Equipment

City water distribution and production facilities are located throughout the City of Wilmington and surrounding communities and generally treat, pump, and convey potable water to storage facilities and consumers. Several facilities also pump raw, untreated water to City treatment facilities or raw water reservoirs. The pumping equipment ranges in size from 1000 HP units with 15 MGD capacity to 10 HP units with 100 gpm capacity. The valves included range in size from 4-inch up to 48-inch gate valves. The related mechanical systems include travelling screens located at the Brandywine Screen House and at the Wills Pump Station, small hoists at several locations, backflow preventers, surge relief and pressure reducing valves at several locations throughout the distribution system. A complete listing of equipment is included as Appendix A. The equipment is located in the following City facilities:

1. Cool Spring Pumping Station
2. Cool Spring Gate House
3. Foulk Road Pumping Station
4. New Castle Pumping Station
5. Kennett Pike Pumping Station
6. Hillcrest Pumping Station
7. Hoopes Pumping Station
8. Alapocas Pumping Station
9. Wills Pumping Station
10. Porter Complex
11. Brandywine Pumping Station
12. Brandywine Screen House

13. Brandywine Membrane Plant
14. Orange Street Pumping Station/Tunnel
15. Rockford Tank
16. Greenhill Tank
17. Carr Road Tank
18. Distribution System Pressure Reducing Valves
19. Raw Water Piping System Air Release Valves

1.3 Summary of Responsibilities for the Selected Maintenance Contractor

The successful Contractor will be responsible for providing all of the services described in the subsequent sections of this RFP. In summary, the successful Contractor will be responsible for:

- Provide annual inspection, evaluations and maintenance services for each pumping unit, valve, air releases, cleaning of three strainers, travelling screen, step screen (making adjustments necessary) and microfiltration membrane units and hoist listed in Appendix A. Provide a written report summarizing recommended maintenance work and cost estimates for such work.
- Providing unscheduled on-call maintenance and repair services upon City request within one (1) working day of the request.
- Providing emergency maintenance and repair services as requested by the City during all City declared emergency situations such as equipment and power failures within six (6) hours of the request.
- Providing technical assistance on an as-requested basis.

1.4 General Contractor Requirements

The successful Contractor will have suitable facilities and experience with pump, valve and mechanical system maintenance and repair as summarized below:

- 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.
- A machine/repair shop with the equipment required to handle and repair City pumping equipment.
- Own or have ready access to pump capacity, vibration and noise testing equipment.
- Own or have ready access to pump alignment equipment.
- References from municipalities, authorities or private utility companies where the Contractor performed similar services on similar size and type equipment.
- Qualified technical and support staff to assist with evaluations of equipment and replacement items.

- Personnel trained and certified for work in confined spaces.
- Own or have ready access to equipment required for work confined spaces.
- Sufficient field personnel and supervisory staff to complete required repairs and installations promptly.
- NOTE: The Successful Contractor will have demonstrated at least two successful projects of similar nature and size for Municipalities of similar or larger size.

2. TERM OF THE AGREEMENT

2.1 Commencement of Operations

The Successful Contractor shall commence performance of services under the terms of this RFP within thirty (30) days of contract execution.

2.2 Term of the Agreement

The term of the contract shall commence on the date upon which the City executes the Contract and shall until June 30, 2022.

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.

3. MANAGEMENT OF THE AGREEMENT

3.1 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 RFP. 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 successful Contractor in the execution and day-to-day management of the agreement.

3.2 Dispute Resolution

In the event of any dispute between the Contract Administrator and the successful Contractor regarding the successful 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 its position to the Commissioner, who shall render a decision within twenty (20) days. The decision of the Commissioner shall be final.

4. DEFINITION OF SERVICES

The successful Contractor will provide each of the services outlined under the terms of this RFP and will provide all procedures, supervision, labor, tools, parts, materials, supplies, and subcontractor services required to perform electrical maintenance and repair services in accordance with the requirements of this RFP.

5. PUMP, VALVE AND MISCELLANEOUS MECHANICAL EQUIPMENT MAINTENANCE

5.1 Services to be Provided

5.1.1 Annual Inspection and Maintenance

The Contractor will perform annual inspections and maintenance on all pumps, valves, air releases, strainers, travelling screens, step screens and microfiltration membrane units and hoists in accordance with a proposed Inspection and Maintenance Program to be developed jointly by the City and the Contractor. The Contractor will maintain a maintenance schedule and log for every location and will describe, as an integral part of its proposal, how it will schedule annual inspections and maintenance and monitor for maintenance program compliance.

The Contractor's Inspection and Maintenance Program shall include the following tasks at a minimum:

1. Capacity testing of each pump listed in Appendix A. The capacity testing should include flow measurements and suction and discharge pressure measurements. For VFD driven pumps and equipment, three speeds should be measured including minimum speed, maximum speed and one intermediate speed. Previous years data will be provided to Contractor so that pump and equipment performance can be compared. Contractor is expected to comment on any changes observed. The Contractor must provide flow measurement equipment capable of measuring finished water flow rates where required, without risking cross contamination of the water supply.
2. All pumps 50 HP and larger, shall have noise measurements taken.
3. Check all packing and seals and adjust as necessary.

4. Check alignment of coupling and shaft. If adjustment of alignment is needed, it will be performed as **Unscheduled Maintenance**.
5. Check operations of controls and instrumentation.
6. Inspect, test and exercise cone valves, isolation valves (pump isolation and other types), surge relief valves, pressure regulators, backflow preventers, pressure reducing stations and check valves and adjust as necessary. Grease both cone valves at the Brandywine Pump Station.
7. Inspect and perform the manufacturer's recommended semi-annual maintenance for step and travelling screens. The recommended maintenance includes checking alignment, checking baskets, chains, sprockets, and barrels for wear and lubricating and greasing as required. Adjustments to the step screens will likely be necessary and should be included. **NOTE:** Draining of the screen wells at Brandywine Screen House and Will Pump Station may not be possible and as such, divers might be required to perform the underwater portion of these screens. Divers must be experienced in inspecting and maintaining underwater travelling screens.
8. Inspect, test and maintain hoists in accordance with applicable standards and should include visual inspections, cleaning, adjusting brakes, and lubrication. Supply certification after inspection.
9. Review the City's preventative maintenance log and recommend modifications to the preventative maintenance procedures.
10. Provide a decal on each pump, cone valve, screen and hoist inspected. Decal shall clearly state the date of the inspection and maintenance and the Contractor's name and telephone number. Protect the decal from water damage.
11. Prepare a written report for each inspection within one month of the inspection summarizing the observations and recommendations for the equipment.
12. Inspect all air releases on the raw water mains. There are a total seventeen (17) air releases as listed in the Appendix. Nine of these require some degree of traffic control for inspection since they are in public roadways. Traffic Control measures should be included in the costs proposed.
13. Three large Strainers located at the Brandywine Membrane Plant must be removed and thoroughly washed and cleaned including the use of compressed air once a year.
14. Clean All Screens for Surge Reliefs Valves, PRV's and Backflow Preventers yearly.
15. Perform All recommended Preventative Maintenance on Air Dryers related to compressors

The City utilizes the LandPort Computerized Maintenance Management System for controlling and scheduling maintenance work. The Contractor will be expected to develop an understanding of the system and requirements. The Contractor will be expected to develop an understanding of the system and its requirements, including a demonstrated ability to work from and receive emails from the CMMS System. The Contractor will be expected to complete City issued work orders and maintenance sheets in a timely manner. In addition, the Contractor will be expected to coordinate with the City's SCADA Integrator as required during the course of the work

All work that will include a disruption to the normal operation of City equipment must be scheduled at least one month in advance and approval may be weather dependent. The City expects that the Contractor will assume an active role to ensure a high level of program compliance, and will consider favorably proposals that include specific methods of achieving this goal.

5.1.2 *Unscheduled Maintenance and Repairs*

The Contractor will provide mechanical maintenance and repair service, when requested by the City, to check, troubleshoot, and repair pumps, valves, traveling screens, hoists and other mechanical systems and equipment. The city will provide the Contractor with a written or verbal request for maintenance or repair services. Some of the requests may be generated by the maintenance management system on forms that must be carefully completed after the maintenance work is completed. Whenever possible, the City will provide the Contractor with one-weeks' notice prior to the need for the service. However, the service may be required within one (1) working day of a request by the City. Whenever possible, the work shall be performed on-site during normal working hours (8 AM to 4 PM) and normal working days. The Contractor's personnel must sign in and out with the City's representative upon arrival and after completion of the work. Portal to portal time is not chargeable to the City as well as lunch breaks by personnel.

The Contractor must provide a daily service report for each day of service which includes at a minimum: date and time of the visit, number of personnel and total number of man-hours utilized, identification of the equipment inspected or serviced, and description of the work performed. Any work done in the shop away from the site must also be supported by a service ticket or report. Provide access to the membrane manufacturer, Pall Corporation of Port Washington, NY, for discussion and operational or maintenance advice as necessary.

If the report recommends that follow-up repairs be made, an estimate of the repair cost shall be provided by the Contractor. Repairs estimated to cost in excess of \$1,000 or more than the fair market value of the equipment must be analyzed by the Contractor and City to evaluate the repairs' 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 repair, such recommendation shall be presented to the City. The City however will make the final repair versus replace decision.

For maintenance or repair work estimated to cost in excess of \$1,000, the City may request a not-to-exceed cost proposal for the work including all services, equipment, and material required. For all subcontracted work and purchased equipment, the City may request three (3) quotes. See Section 11, Part 6 for invoicing procedures.

5.1.3 *Emergency Services*

The Contractor will provide emergency mechanical maintenance and repair service, when requested by the City, to check, troubleshoot, and repair pumps, valves, traveling screens, hoists and other mechanical systems and equipment. The City will provide the Contractor with a verbal request from the City's designated representative for maintenance or repair services. The services shall be provided within six (6) hours following the City's request. It is expected that the work may be performed on-site outside of normal working hours (8 AM to 4 PM) and normal working days. The Contractor's personnel must sign in and out with the City's representative upon arrival to site and after completion of the work. Portal to portal time is not chargeable to the City as well as lunch breaks by personnel.

The Contractor must provide a written report after each emergency service is complete which includes as a minimum the date of the City request, date and time of the visit, identification of the equipment inspected, a description of the work performed, identification of the personnel and total number of man hours utilized, and any recommended follow-up actions.

If the report recommends that follow-up repairs be made, an estimate of the repair cost shall be provided by the Contractor. Repairs estimated to cost more than \$1,000 or more than the fair market value of the equipment, must be analyzed by the Contractor and 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 repair, such recommendation shall be presented to the City. The City, however, will make the final repair versus replace decision. The Contractor will be required to obtain three quotes for all equipment required in excess of \$1,000. The Contractor will be required to prepare submittals for replacement equipment including manufacturer's cut sheets and additional details as required so that the City can fully review and approve of the proposed equipment.

5.1.4 Warranty Work

The Contractor will administer all warranty repairs of new pumps, valves and all other mechanical equipment that it installs.

5.1.5 Subcontracted Services

The Contractor's proposal will define the types of services that will be conducted by subcontractors, if any services are intended to be subcontracted. The Contractor will be responsible for arranging and managing subcontracted services, and will assume full responsibility and liability for the quality of the subcontractor's work. Subcontracted work will be reimbursed according to the hourly rates bid or under a negotiated not-to-exceed cost for a job. Subcontracted services shall comply with the requirements of this RFP. Subcontractors must be approved by the City prior to performing any work. The City may request three (3) quotes for all subcontracted work. The participation of DBE Subcontractors is encouraged. See Subsection 3, Employment Provisions, in Section III, General Contract Provisions, for additional information as well as Appendix B.

In invoicing the City for on-call maintenance and repair, the Contractor will only charge the City net costs for subcontractor's costs. Net cost for subcontractors is the invoice price plus the allowable mark-up. The allowable mark-up for subcontractors value shall not exceed ten percent (10%) of the subcontractor's invoiced prices. In the event that subcontracted services exceed \$100,000 in value for a specific project, the allowable mark up shall not exceed five percent (5%) unless otherwise negotiated. Project Management fees for the Proponent shall be derived from this 5% markup. Invoices to the City including subcontractors shall include copies of the subcontractor's invoices showing the invoiced price and hourly rates of the subcontractor. All

invoices submitted to the City must also highlight the percentage of the overall Contract value that has been paid to DBE firms on a monthly and a Contract to Date basis.

5.1.6 Specialized Services

The work includes specialized services, which will be an integral part of the service provided by the Contractor. Subcontracting specialized services to DBE providers or other specialty firms is encouraged to provide highly skilled work and achieve competitive costs. The Contractor's proposal must address specifically or their subcontractors' abilities in the following areas:

1. Welding and fabrication related to pump, valve and related mechanical system maintenance and repairs. Examples of this type of work include repair of pump, motor and valve supports, repair of pump and motor guards and repairs to hoist supports.
2. Maintenance and repair of Babbit bearings
3. Machining pump and valve components.
4. Rigging. The Contractor is responsible for providing all equipment (beyond that installed at the work locations) and labor for any rigging and hoisting required. The Contractor's proposal must describe its capabilities in this area and the equipment it owns as well as the equipment it rents for rigging.
5. Diving may be required to inspect and maintain the underwater portions of the traveling screens at the Brandywine Screen House. Additionally, diving may be required to clean out the forebay to the screens at the Wills Pumping Station. Firms performing this work must have significant demonstrated experience in inspecting and maintaining underwater traveling screens and the Contractor should submit, as part of the proposal, the qualifications and experience of the dive firm anticipated to do the work.
6. Diving may also be required to inspect and maintain the finished water clearwells at the Porter or Brandywine Filter Plants, as well as the steel wash water tanks at the Porter Filter Plant. Diving of these tanks would be performed while the tanks remain in service. Suitable disinfection of all personnel and diving equipment used is required. A video tape or other electronic format of all underwater clearwell examinations is required.
7. Inspecting and maintaining hoists at various facilities. Firms experienced in hoist inspection and maintenance must be employed to perform this work.
8. Troubleshooting and repairing hydraulic, electric and pneumatic valve actuators.
9. Maintenance of pressure reducing valves (PRV's) in the distribution system will be done under the Unscheduled Services portion of this Contract. All PRV's are located in streets in below grade valve pits.
10. Inspecting and maintaining additional valves and equipment at various facilities including solenoid valves, seal water systems, clarifier drives, chemical feed pumps, sump pumps, sample pumps, compressed air system including dryers, surge relief valves and sludge pumps.

5.1.7 Waste Management

The Contractor will provide for the gathering and disposal of all non-hazardous and hazardous waste products produced through maintenance and repair activities. The Contractor shall

properly dispose of all waste materials in accordance with City policies, and local, state, and federal laws and regulations.

The Contractor will provide training for its employees, and will obtain and maintain all required permits and records, including Material Safety Data Sheets (MSDS) and contingency plans for handling a spill or other mishap on all hazardous materials and waste products, and will report all incidents to the City contract representative.

The Contractor must clean-up work locations upon completion of the work and at the end of each workday. In addition, the Contractor must at all times keep work areas clear for water department personnel access and must coordinate with the City regarding any temporary access restrictions required due to the nature of work being performed (parking lot closures for asphalt resealing, for example). Contractor is required to remove all trash and scrap metals from the work sites. The City's Representative, Mr. Sam Baise, shall have sole Right of First Refusal on all removals.

6. PROVISION OF PARTS AND EQUIPMENT

6.1 Services to be Provided

6.1.1 Procuring, Stocking, and Disbursing Parts

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. The Contractor must ensure that all relevant standards of performance are met. The Contractor will own and maintain an inventory of basic parts (seals as an example), materials (packing as an example), supplies and lubricants of an appropriate type, size and composition for the City's pump, valves, traveling screens and hoists.

6.1.2 Quality of Parts and Equipment to be Furnished

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 a part that meets the requirements of this section is manufactured by more than one company, the City can designate which part will be used. If during the term of any agreement resulting from this RFP the City determines that the parts being supplied do not meet its needs, 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.

The Contractor will be required to submit shop drawings including manufacturer's cut sheets and other details as required for the City to review and approve all new equipment purchased for incorporation into City facilities. The City reserves the right to specify manufacturers and equipment to be provided.

For equipment replacement and purchases, specifications may be prepared by the City. The Contractor will be required to provide equipment meeting these specifications and submit three (3) quotes for the purchase of equipment and large quantities of parts. Shop Drawings submittals as noted above, are required and the cost to produce shop drawings should not be separately identified.

6.1.3 Warranty of Parts and Equipment

Notwithstanding inspection and acceptance by the City, products supplied under any agreement resulting from this RFP 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.

7. RECORD KEEPING, REPORTING AND MEETINGS

7.1 Work Reports

After each on-call service provided, the Contractor must provide a written summary of the work including date of the City's request (work order), date and time of the service performed, a description of the repair or maintenance work performed, identification of personnel used and the total number of man hours utilized, identification of any parts installed, and any recommendations for follow-up actions. Shop work must be supported by a written summary of work as well. Format of written summary (service ticket) must be suitable for binding into annual report.

7.2 Maintenance and Repair Log

At a minimum, the Contractor will record and maintain a Maintenance and Repair Record with all descriptive information for each unit in the system, and all service performed and will record all work order data including maintenance, repairs, subcontracted services, and parts used for each service activity performed. The record will also contain the equipment's model, year and serial number, warranty information and invoice information. A copy of new entries to the log shall be provided to the City with each related invoice. In addition, copies of the log must be provided to the City at any time upon request. Format of Maintenance and Repair record must be suitable for binding into the annual report.

7.3 Annual Meetings and Reports

A meeting will be held no more than sixty (60) days following the end of the contract year at which the Contractor will present a written annual report that summarizes the prior year's activity in a format agreed upon by the Contractor and the City. During this meeting the Contractor will also present a summary of work accomplished relative to service performance standards. The presentation will also include recommendations for changes to improve performance during the upcoming year. A copy of the presentation materials and the written report will be made available to the City two weeks before the meeting. The City will review the

Contractor's performance during the annual meeting. The City reserves the right to schedule a meeting at any time.

7.4 Reference Files and Procedures

The Contractor will provide a copy of O&M manuals, service manuals, service bulletins, material maintenance requirements and other information needed to properly service and repair all new equipment that it installs. One copy will be required prior to installation and four approved copies will be required after installation. In addition, the Contractor shall maintain a complete file of these documents as well. These will become the property of the City upon completion or termination of the contract.

7.5 Access to and Ownership of Records

Copies of all records regarding the work are to be provided to the City. Upon prior notice by the City, the Contractor will provide the City's authorized representatives access, at all reasonable times, to all electronic and hard data, books, records, correspondence, instructions, plans, drawings, receipts, vouchers, and memoranda. The Contractor shall provide to the City cost verification for work performed in accordance with any agreement resulting from this RFP. All reference files and procedures, and all electronic data and hard copy records will become the property of the City upon completion or termination of the contract.

7.6 Billing Information

The Contractor's billings must be broken down to include basis (e.g. cost per labor hour, actual cost of parts used, etc.) for all work performed. For work performed under a not-to-exceed authorization, a schedule of values may be used as the basis for billings as approved by the City. **Please Note that Invoices submitted must highlight the percentage of DBE participation with respect to the overall billed amount on a monthly and Year To Date basis.**

7.7 Annual Maintenance Recommendations Reports

The Contractor must submit six (6) copies of the annual bound reports summarizing recommended maintenance work at the City water distribution facilities as described in Section 5, Paragraph 5.1.1 within one month following the annual evaluations of City facilities. The report must also include a completed maintenance log for all facilities summarizing the work performed during the prior year.

8. USE OF CITY MAINTENANCE EQUIPMENT

8.1 Use of Installed Equipment

- a) The City will permit the Contractor to use the existing cranes and hoists permanently installed at some of the pumping and treatment facilities that are City property.

- b) The City does not warrant or guarantee against the possibility that safety or environmental hazards or potential hazards may exist at the facilities where work may be performed. The Contractor will be responsible for identifying any hazardous conditions and notifying the City of these conditions in writing within thirty (30) days of agreement award and prior to performing work at a facility.
- c) The Contractor will not use the property or equipment owned by City for any personal advantage, business gain, or other personal endeavor by the Contractor or the Contractor's employees other than in the performance of the work described in this RFP unless otherwise authorized in writing by the City.
- d) The City will be responsible for supplying all utilities for the Contractor's on-site maintenance and repair work including normally available water and electric power supply from the nearest source. The Contractor must supply any temporary piping or wiring required to utilize City utilities. For PRV's and other equipment located in vaults or confined spaces, Contractor is required to provide all necessary temporary utilities.

9. CONTRACTOR PERSONNEL

9.1 Contractor Point of Contact

The City considers the Contractor's Point of Contact to be one of the cornerstones on which a successful contract will be established. It is expected that the Contractor's Point of Contact will need to work closely and cooperatively with the City's Contract Administrator on a regular basis and will 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 field of pump, valve and other mechanical systems and equipment maintenance.

In addition, the Contractor's Point of Contact will represent any Subcontractors retained by the Contractor to perform City work. 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.

9.2 Selection of Personnel

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

The Contractor will include, and will describe in detail in its proposal an employee training, improvement, and certification program.

9.3 Changes in Personnel

The Contractor's Point of Contact will not be changed without prior consultations with the City, except that the Contractor's 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.

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 RFP.

10. QUALITY ASSURANCE PROGRAM

Contractors need to be fully aware that the City relies on the electrical equipment and systems at the pumping stations to provide drinking water to City residents. As a result, the availability and reliability of the equipment is of the essence. With this in mind, the Contractor must demonstrate its commitment to quality by establishing and/or maintaining a quality assurance program to control the quality and timeliness of the work.

The Contractor will implement a Quality Assurance Program for the management of the service delivery requirements of this RFP. The program will include provisions for providing a high level of customer service, reducing repairs and replacement costs incurred by the City, and reducing equipment down time. The Contractor will include a detailed description of its proposed Quality Assurance Program in its proposal. This part of the Contractor's proposal will address, at a minimum, the following items:

- Maintenance and Repair Performance
- Cost Reduction Initiatives
- City and Employee and Training Programs
- Alliance with Manufacturers
- Parts Availability

The Contractor's proposal will, in addition, define a recommended role for the City in the quality assurance program.

11. TOTAL CONTRACT COST

Any contract resulting from this RFP will have five cost components: Annual Inspection and Maintenance Cost, Annual Maintenance Recommendations Report, labor rates for Unscheduled On-Call Service, labor rates for Emergency Service, and an allowance for spare parts procurement. The Contractor's proposal will contain an itemized cost proposal in the tabular format described in Appendix C. The quantities shown on the Proposal Form in Appendix C are estimates only and do not obligate the City in any way. In addition, an itemized list of

employees and equipment and the corresponding billing rates must be provided as discussed in the following sections. Each major cost component of the contract is described below.

The Annual Inspection and Maintenance portion of the Contract will be awarded to one firm only. The City reserves the right, if it is determined to be in the best interest of the City, to award some or all of the remaining portions of the Contract to one or more firms.

11.1 Annual Inspection and Maintenance

Annual Inspection costs are those costs incurred by the Contractor for annual inspection (Semi-annual for the traveling and step screens including adjustments to be made) and maintenance services, as defined throughout this RFP. The Contractor will develop an annual fixed price cost proposal for the provision of all annual inspection and maintenance that is inclusive of subcontractors, transportation, labor costs, and all small tools and equipment required.

11.2 Annual Maintenance Recommendations Report

The annual facility evaluations will be included as a lump sum component of the project cost. The lump sum cost must include all labor costs, transportation costs, equipment costs, and production costs associated with the on-site evaluation of the water distribution facilities, the evaluation and summation of the maintenance items identified, the cost estimation and prioritization of the items, and the preparation and submittal of the required bound reports.

11.3 Unscheduled On-Call Services

Unscheduled On-Call Service costs are those costs incurred by the Contractor to provide unscheduled maintenance and repair as defined throughout this RFP. 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 electricians, 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 pump alignment equipment, welding machine, hoists, cranes, vibration analysis equipment, air releases, strainers and microfiltration membrane units, etc.

Costs for diving work must include all required equipment including video equipment for clearwell inspections and must include all costs for mobilization and demobilization including sterilization. Costs associated with confined space entry including the cost for atmospheric monitoring equipment and additional personnel required by safety regulations should be separated from the costs associated with personnel entry and involved in the maintenance or repair activities within the confined space.

The City will pay the agreed labor and equipment rates for all unscheduled services delivered that are approved by the City per the terms of this RFP. Parts, supplies, equipment, and materials are approved by the City as part of unscheduled services will be paid by the City on a net cost basis as defined below. For jobs in excess of \$1000, the City may request a not-to-

exceed cost proposal for a defined scope of work. Under this type of negotiated work, the City will process payments submitted as a percent of the not-to-exceed cost and will not pay hourly rates for labor or equipment use.

11.4 Emergency Services

Emergency On-Call Service costs are those costs incurred by the Contractor to provide emergency maintenance and repair as defined throughout this RFP.

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 master mechanics, 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, pump alignment equipment, welding machines, hoists, cranes, vibration analysis equipment, etc. The City will pay the agreed equipment and labor rates for all emergency services delivered that are approved by the City per the terms of this RFP. Parts, supplies, and materials delivered to the City, as part of emergency services will be paid by the City on a net cost basis, as defined below.

11.5 Equipment and Parts Allowance

Equipment and parts used during the course of this Contract will be purchased separately under the equipment and spare parts allowance. The cost shown in the Proposal Form is an estimated amount only and does not obligate the City to purchase any equipment or spare parts under this Contract.

11.6 Definitions

11.6.1 Net Cost

In invoicing the City for unscheduled and emergency maintenance and repair, the Contractor may only charge the City the Net Cost for parts, equipment, rented equipment and subcontracted services. The net cost of parts, equipment, and rented equipment shall be defined as the Vendor's invoice cost plus fifteen percent (15%) markup. Subcontractor invoices are allowed a Ten percent (10%) markup for services and goods, in accordance with Section 5.1.5. The Contractor's invoices to the City for unscheduled and emergency services shall include copies of actual invoices from the manufacturers, suppliers or subcontractors supplying parts, equipment or services to the Contractor. The Contractor shall not charge administrative labor costs related to procurement or utilization of parts, rented equipment or subcontracted services.

11.6.2 Unusual Costs

The Contractor may petition the City for an adjustment to the Annual Inspection and Maintenance cost at reasonable times on the basis of unusual changes in the Contractor's cost of doing business. For purposes of this section, 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.

11.6.3 Cost Adjustment for Changes in Equipment

The annual inspection cost will be adjusted to correspond to changes in the equipment at the various pumping stations. These adjustments may be negotiated after three months or four times during the contract year.

11.7 Invoicing Policies and Procedures

11.7.1 Frequency

The City will accept either one invoice per month or one invoice per quarter for Annual Inspection and Maintenance services. In addition, the City will accept no more than one invoice per month for costs incurred for unscheduled and emergency services provided during the preceding month or not previously invoiced. The invoices shall be submitted together.

11.7.2 Format

- a) The invoice must include a description of the work performed and copies of the service reports for all work performed during the prior period.
- b) Invoicing for unscheduled and emergency service costs: 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 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) For negotiated not-to-exceed work as discussed in Section 5, the Contractor must indicate the work completed for the month and estimate the percentage of the total work completed. For larger jobs, the City may request a schedule of values to assist with determining the percent complete during the billing period. The schedule of values would be prepared by the Contractor but must be approved by the City.
- d) When invoicing miscellaneous materials and supplies with an aggregate value of \$100 or less, a detailed breakout of the items and component costs need not be included with the invoice.
- e) A copy of the new entries to the maintenance and repair log must be provided with each invoice.

- f) The Contractor shall include invoicing for the lump sum annual evaluation and report preparation as a component of the monthly bills. It is anticipated that the annual evaluation will be performed shortly after the notice to proceed is issued and that billing of the lump sum item for that work will be accepted after submittal of the required bound report.
- g) On a Quarterly basis, provide a running total summary (Year to date) of hours utilized on each unscheduled and emergency line item in the Proposal Form.

11.7.3 Certification and Payment

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. Any unused material and tools must be returned to the City.

The City will pay the Contractor within sixty (60) 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.

11.7.4 City's Right 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.

12. CONTINUITY OF SERVICE

12.1 Notice of Intent Not to Renew

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.

12.2 Phase In – Phase Out

If, upon expiration or termination of the contract, 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.

II. PROPOSAL SUBMISSION REQUIREMENTS, GUIDELINES AND CONSIDERATIONS

1. PROPOSAL SUBMISSION

1.1 Pre-Proposal Conference

It is recommended that interested parties attend the pre-proposal conference and tour of the City of Wilmington pump station and treatment facilities which will be held at a time and date to be confirmed at the following location:

Louis L. Redding City-County Building
6th Floor – Department of Public Works
800 French Street
Wilmington, Delaware 19801-3537

All interested Contractors must provide notice of their intent to attend the conference and the names of their attendees to Mr. Sam Baise, Jr. at (302) 573-5788.

1.2 Proposal Submission Address

Proposals shall be received by the City of Wilmington at the following location:

Louis L. Redding City-County Building
5th Floor – Division of Procurement and Records
800 French Street
Wilmington, Delaware 19801-3537

1.3 Number of Copies

One (1) original and six (6) copies of each proposal must be submitted in a sealed container marked with the Contractor's name and the reference number for this RFP. Each Contractor's Technical and Cost Proposals must be bound together within the Contractor's Proposal.

1.4 Late Proposals

Any proposal received after the date and time specified above *..It not be considered* for contract award and will be returned to the Contractor unopened.

1.5 Penalties for Misrepresentation

Any material misrepresentation in the Contractor's proposal could result in termination of the contract, or any other appropriate administrative sanctions and/or legal actions.

2. PROPOSAL SIZE, CONTENT, AND ORGANIZATION

A proposal will set forth full, accurate, and complete information as required by this section and other sections of this RFP. Proposals will be arranged in two parts. Part I will be titled and consist of the “Technical Proposal” and Part II will be titled and consist of the “Cost Proposal”.

2.1 Technical Proposal

Part I of the Contractor’s proposal will present the technical elements of the proposal and must consist of the following sections:

2.1.1 Corporate Overview

This section of the proposal will present an overview of the Contractor’s organization and will include the firm’s name, address, phone and fax numbers; the firm’s history; appropriate company’s state and federal registration numbers; name, title, address, and phone number of the firm’s representative for the proposal; the firm’s annual reports or financial statements for the past three (3) years. The financial reports can be appended to the proposal.

The proposal will describe in detail the firm’s capabilities to perform the Specialized Services listed in Section 5.1.6. A list of all specialized equipment that the Contractor owns should also be included as well as a listing of the specialized equipment that the Contractor would rent. The specialized equipment that would be used without cost to the City should be identified along with the specialized equipment which would be rented and billed to the City.

The proposal will also provide a list of all manufacturers and products for which the Contractor is an authorized distributor of spare parts and equipment or certified repair facility.

NOTE: As part of the qualification process, all firms must demonstrate at least two successful projects of similar size, scope and complexity, for municipalities of similar size to the City.

2.1.2 Approach

The main objective of this Request for Proposals is to continue to improve the delivery of electrical systems maintenance and repair services and to reduce overall maintenance related costs. The Contractor should clearly outline its methodology and approach to achieve these goals as an integral part of this section.

This section of the proposal will consist of a statement of understanding concerning the objectives of the proposed relationship and how the objectives may best be accomplished. It also will present a detailed description of the Contractor’s proposed approach to providing each of the services specified in this RFP. This section will describe the services to be provided, will provide the services, how the services will be provided, and the management systems the Contractor will use to support provision of services and accomplishment of performance objectives and standards.

Any requirements for sub-contracting services required to perform the maintenance and repair work normally expected with the electrical equipment at the pumping stations service must be fully described. If the Contractor desires to use a subcontractor in the performance of the work and the subcontractor is not named in the Contractor's proposal, the use of the subcontractor must be approved prior to their participation in this project. Approval of subcontractors at a later date as the project proceeds is not assured. The use of DBE subcontractors is encouraged.

Thus, this section will include a description of things such as the processes to be used to schedule services to minimize disruption to the conduct of the City's business, to control the quality of services provided, to track the work that is accomplished, and to otherwise accomplish the City's objectives. The Contractor must ensure that each of the requirements of the RFP is clearly and completely discussed in this section of the proposal.

2.1.3 Service Alternatives and Exceptions

This section of the proposal provides the Contractor the opportunity to suggest alternatives to the scope of services and conditions set forth in this RFP which, in the Contractor's judgment, will further advance accomplishment of the City's maintenance objectives. Also, the Contractor must state in this section whether it takes exception to any provision set forth in this RFP.

The City prefers to receive technical proposals that are inclusive of all provisions set forth in this RFP without exception and to have Contractors define alternatives in terms of changes in the technical and cost proposals which will enable the City to clearly and consistently evaluate the merits of these alternatives relative to the scope of services and conditions set forth in this RFP.

This section is mandatory. Failure of a Contractor to include this separate section in its proposal will confirm that the Contractor takes no exception to the terms and conditions specified in this RFP, and offers no alternative terms and conditions.

2.1.4 Organization and Staffing

This section will present the Contractor's proposed organization structure, and will present a staffing chart showing specific job classifications, number of employees and full-time equivalent employees (FTE) by position; and reporting relationships. The point of contact for this contract should be identified as well as the back-up person and methods proposed to ensure responsiveness to City requests. Résumés for all key maintenance positions will be provided in sufficient detail to be able to determine the nature and depth of each individual's relevant experience and their relationship to the Contractor.

If subcontractors are anticipated to perform a regular part of the work, include details of organization and staffing of the subcontractor in the proposal.

2.1.5 Qualifications and Experience

In this section of the proposal the Contractor will describe its track record in performing services comparable to those specified in this RFP, and information relevant to making a determination as to the ability of the Contractor to perform these services. The Contractor will describe its

experience with equipment similar to the full range of pumps, valves and mechanical equipment and systems in the City's water pumping facilities.

This section will include a list of all work of this nature the Contractor has performed within the past five years. This list will include the name of each client, a client contact and telephone number, the size and composition of the client facilities, the scope of services provided, and effective dates of the contract with this client, and the annual contract cost. NOTE: As part of the qualification process, all firms must demonstrate at least two successful projects of similar size, scope and complexity, for municipalities of similar size to the City.

If subcontractors are anticipated to perform a regular part of the work, include details of qualifications and experience of the subcontractors in the proposal.

2.2 Cost Proposal

Part II of the Contractor's proposal will present the business elements of the proposal and must consist of the following sections:

2.2.1 Annual Inspection and Maintenance Cost Proposal

The Contractor must use the Proposal Form (Appendix C) for the presentation of its Annual Inspection cost proposal. Contractors are to submit one lump sum cost for the Annual Inspection inclusive of all parts, supplies, equipment, outside services, overhead costs and general administrative costs as well as reporting requirements including preparation and updating of the maintenance log.

2.2.2 Annual Maintenance Recommendations Report Cost Proposal

The total costs for the annual evaluation of City water distribution facilities as described in Section 5, Paragraph 5.1.1 must be included in the separate lump sum item included in the Proposal Form attached in Appendix C.

2.2.3 Unscheduled On-Call Cost Proposal

The Contractor must include in its response to this RFP its proposed Unscheduled On-Call labor rates for all labor designations including electricians, technicians, 2 person crews, 3 person crews, welders, riggers, machinists, laborers, etc. Similarly, the Contractor must include a list of equipment rental rates for equipment that it owns which would be utilized at cost to the City. These labor and equipment rental rates (such as vibration alignment equipment, megometers and infrared equipment) will establish the maximum rate that the Contractor will charge for providing these unscheduled services. Cost for parts and supplies should not be included in the unscheduled on-call services. The total contract cost will be established in the Proposal Form (Appendix C) which must be completed as part of the cost proposal. The quantities shown on the Proposal Form are estimates for comparison only and do not obligate the City in any way.

2.2.4 Emergency Services Cost Proposal

The Contractor must include in its response to this RFP its proposed Emergency Services labor rates for all labor designations including lead mechanics, 2 person crews, 3 person crews, welders, riggers, machinists, laborers, etc. Similarly, the Contractor must include a list of equipment rental rates for equipment that it owns which would be utilized at cost to the City. These rates will establish the maximum rate that the Contractor will charge for providing these emergency services. Cost for parts and supplies should not be included in the emergency services. The total contract cost will be established in the Proposal Form (Appendix C) which must be completed as part of the cost proposal. The quantities shown on the Proposal Form are estimates for comparison only and do not obligate the City in any way.

2.2.5 Equipment and Parts Allowance

Equipment and spare parts used during the course of this Contract may be purchased separately under the parts allowance set forth in Appendix C.

2.2.6 Diving Work

The proposal by the CONTRACTOR will include an allowance for a diving crew. At this time, the amount and locations of the diving are not defined nor are the emergent or non-emergency nature of the dives. Therefore, an allowance will be included in the Proposal, and the successful respondent will negotiate a proposed daily rate for a diving crew to perform inspections and cleanings at the intakes and clearwells as a planned item if it becomes necessary. Crew sizing must be in accordance with OSHA regulations. If diving services are subcontracted, they are subjected to the provisions for subcontractors as stated elsewhere in the RFP. Emergency type dives will be considered on as needed basis.

2.3 Contractor Selection Process

The City will evaluate all proposals submitted in detail. This RFP is not to be construed as a guarantee that a contract will be awarded. The City expressly reserves the right to reject all proposals received and to have all or a portion of the work performed by its own personnel. Furthermore, the City expressly reserves the right to reject any and all proposals for any reason, and to waive any of the terms, conditions, and provisions contained in the RFP. Such waiver will be at the discretion of the City, to the advantage of the City, and in the City's interest.

A City team will review and evaluate all proposals submitted in response to this RFP. The Committee will conduct a preliminary evaluation of all proposals on the basis of the information provided in the technical proposal. The City reserves the right to make on-site visitations to assess the capabilities of individual Contractors and to contact references provided with the proposal. In addition, the City may arrange for discussions with firms submitting proposals, if required, for the purpose of obtaining additional information or clarifications. Following the review of technical proposals, the team will conduct a similar review of cost proposals.

Based upon the results of the evaluation by the team, the City may elect to interview the top ranking Contractor(s). The City will consider the following attributes of each Contractor's proposal in making this determination. *Contractors should not construe the order of these attributes as a measure of their relative importance in the evaluation.*

- Organization and staffing
- Point of Contact and other key personnel qualifications and experience
- Contractor financial capability, qualifications, and experience in electrical equipment and systems maintenance and repair.
- Understanding of the project
- Responsiveness to RFP requirements
- Proposed exceptions and innovations
- Approach to providing services
- Quality assurance plan
- Overall cost
- Itemized labor and equipment rates

The team will enter into negotiations with the highest rated qualified Contractor if the team considers it to be advantageous to the City. The Contractor and the evaluation team may negotiate any changes desired in the RFP if deemed in the best interest of the City. If a satisfactory proposed agreement cannot be negotiated with the highest rated qualified Contractor, negotiations will be formally terminated. Negotiations will then be undertaken with the second most qualified Contractor, and so on until an agreement is reached or the City formally rejects the remaining proposals or cancels the solicitation process.

2.4 Award As An Entirety

The City requests Respondents to include costs for all items for the purpose of Evaluation of Proposals. While the proposals are asked for by items, the Contract may or may not be awarded by items, and may or may not be awarded as an entirety.

The City reserves the right to award this Contract or a portion thereof to more than one Responder.

III. GENERAL CONTRACT PROVISIONS

1. BIDDING PROVISIONS

1.1 Officials Not to Benefit

Each Contractor shall certify, upon signing a bid or proposal, that to the best of his or her knowledge, no City of Wilmington official or employee having official responsibility for the procurement transaction, or member of his or her immediate family, has received or will receive any financial benefit relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the bid or proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension of debarment or rescission of the contract made, or could affect payment pursuant to the terms of the contract.

1.2 Prohibition Against Uniform Pricing

In submitting a bid, each Contractor shall, by virtue of submitting a bid, guarantee that it has not been a party with other Contractors to an agreement to bid a fixed or uniform price. Violation of this guarantee may render void the bids of participating Contractors.

1.3 Freedom of Information Act

The City of Wilmington is required to comply with the State of Delaware Freedom of Information Act, 29 DEL.C. §10001, et seq. Unless specifically exempted (e.g. trade secrets), all information submitted by the Contractor to the City may be subject to disclosure by the City upon proper request thereafter. The Contractor shall specifically indicate all information that it considers confidential by clearly marking it as such.

2. GENERAL AREAS

2.1 Indemnification

Contractor shall defend, indemnify and hold harmless the City, its agents, officials, and employees against any and all claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, costs and expenses (including reasonable attorney's fees), which may otherwise accrue against the City in consequence of the granting of this contract or which may otherwise result there from, if it shall be determined that the wrongful or omission act was caused through the negligence or error of the Contractor or its employees, or that of its Subcontractors', if any; and the Contractor shall, at his or her own expense, appear, defend, and pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith.

If any judgment shall be rendered against the City in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same. The Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise

provided by the Contractor shall in no way limit the responsibility to indemnify, keep and hold harmless and defend the City as herein provided.

2.2 General Guaranty

Contractor agrees to:

Save the City, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition; secret process, patented or unpatented invention; article or furnished or used in the performance of a contract for which the Contractor is not the patentee, licensee or owner.

Protect the City against defective material or workmanship and to repair or replace any damage or marring occasioned in transit or delivery.

Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to his or her own work or to the work of other contractors, for which his or her workers are responsible.

Pay for all permits, licenses and fees and give all notices with all laws, ordinances, rules and regulations of the City. The Contractor shall obtain all licenses and permits required for the performance of the work specified in this RFP. Licenses and permits included but are not limited to a license to do business in the City of Wilmington, fire code permits, commercial driver's licenses, and various mechanic certifications.

Protect the City from loss or damage to City-owned property while it is in the custody of the Contractor.

2.3 Guarantee and Warranties

All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to before final payment on the contract is made. Unless otherwise stated, manufacturer's standard warranty applies.

2.4 Service Contract Guaranty

Contractor agrees to:

Furnish services described in the solicitation and resultant contract at the times and places and in the manner and subject to conditions therein set forth provided that the City may reduce the said services at any time.

Enter upon the performance of services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence.

All work and services rendered in strict accordance with all laws, statutes, and ordinances and the applicable rules, regulations, methods and procedures of all government boards, bureaus, offices and other agents.

Allow services and Contractor facilities to be inspected or reviewed by an employee of the City at any reasonable time and place selected by the City. The City of Wilmington shall be under no obligation to compensate Contractor for any services not rendered in strict conformity with the contract.

Stipulate that the presence of a City Inspector shall not lessen obligation of the Contractor for performance in accordance with the contract requirements, or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax or release any of the requirements of the contract documents. Any omissions or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material. Notification of an omission or failure will be documented by the City.

2.5 Misrepresentation

In all areas of Contractor's provision of service and interaction with the City, Contractor will bargain in good faith and with full disclosure.

Purposeful misrepresentation to the City of any information on behalf of Contractor can be terms for immediate cancellation of contract without further obligation on the City's part.

2.6 Termination for Cause and Default

In the event the Contractor shall default in any of the terms, obligations, restrictions or conditions in the contract, the City shall give written notice by certified mail, return receipt requested to the Contractor of the default and that such default shall be corrected or actions taken to correct such default shall be commenced within ten (10) calendar days thereof. In the event the Contractor has failed to correct the conditions of default or the default is not remedied to the satisfaction and approval of the City, the City shall have all legal remedies available to it, including, but not limited to termination of the contract in which case the Contractor shall be liable for all procurement and reprocurement costs and any and all damages permitted by law arising from default and breach of Contract.

In the event of default, the Contractor agrees to surrender peacefully any equipment or supplies and cooperate to the extent necessary to enable the City or another Contractor to take over and carry out the services herein described. All payments by the City, except for those services previously rendered or costs incurred and reimbursable to the Contractor pursuant to this contract shall cease. The Contractor agrees that in the event it disputes the City's right to invoke the provisions of this section it will not seek injunctive or other similar relief, but will either negotiate an adjustment of the matter with the City or seek, as its remedy, monetary damages in a court of competent jurisdiction.

2.7 Audit Rights

The City reserves the right to audit the records of the Contractor at any time during the performance and term of the contract and for a period of three (3) years after completion and acceptance by the City. If required by the City, the Contractor shall agree to submit to an audit by an independent certified public accountant selected by the City. The Contractor shall allow the City to inspect, examine and review the Contractor's records at any and all times during normal business hours during the term of the contract.

2.8 Assignment

The Contractor shall not assign, transfer or subject the contract or its rights, title or interests or obligations therein without the City's prior written approval.

Violation of the terms of this paragraph shall constitute a breach of the contract and the City may, at its discretion, cancel the contract and all rights, title, and interest of the Contractor shall thereupon cease and terminate.

2.9 Insurance

The Contractor shall obtain at its expense, at a minimum, insurance coverage as set forth below within ten (10) days of contract award, send a duplicate copy of the insurance policies to the City and keep such insurance in force throughout the contract period. All insurance provided by the Contractor as required by this section, except comprehensive automobile liability insurance, shall set forth the City as an additional insured. All Insurance shall be written with responsible companies licensed by the State of Delaware with a duplicate copy to be sent to the City within ten (10) days of contract award. The policies of insurance shall provide for at least thirty- (30) days written notice to the City prior to their termination.

Public Liability and Property Damage Insurance: Insurance against liability for personal and bodily injury and property damage in the amount of \$1,000,000 for each individual and \$2,000,000 in the aggregate (liability) and \$1,000,000 (property).

Workers' Compensation: The Contractor shall carry Workers' Compensation insurance covering all of its employees employed upon the premises and in connection with its other operations pertaining to this agreement. The Contractors shall agree to comply at all times with the provisions of the workers' compensation laws of the State of Delaware.

Comprehensive Automobile Liability Insurance: The Contractor shall carry comprehensive automobile liability insurance applicable to owned, non-owned, and hired vehicles against liability for bodily injury and property damage in an amount not less than that required by laws of the State of Delaware.

2.10 Performance and Payment Security

Prior to contract execution and within ten (10) days after the date of award, the successful Contractor shall provide the City with performance security securing performance and fulfillment of the Contractor's obligations under the contract in the form of a bond, certified check payable to the "City of Wilmington Treasurer," or irrevocable letter of credit issued by an insured financial institution. Due to the essential and critical nature of goods and services being specified in this RFP, the performance security shall be in an amount equal to 50 percent of the current year's Annual Inspection Budget.

Thirty (30) days prior to the expiration of each contract year, the Contractor shall submit performance security, in an amount such that the total security remains equal to 50 percent of the contract's cost for the upcoming year if the City and the Contractor agree to extend the contract. The performance security will be returned to the Contractor upon satisfactory performance sixty (60) days after expiration or termination of this contract.

Any change in work, extension of time, or termination of this contract, shall in no way release the Contractor or any of its sureties from any of their obligations.

The City's failure at any time to require performance of any provisions thereof by the Contractor shall in no way affect the right of the City thereafter to enforce same. Nor shall any waiver by the City or any breach of any provision hereof be taken or held to the waiver of any succeeding breach of such provision or as a waiver of any provision itself.

2.11 Disclosure of Information

No information regarding the Contractor's performance of the contract shall be disclosed by the Contractor to anyone other than the City unless written approval is obtained in advance from the City.

2.12 Safety Requirements

The Contractor shall furnish adequate safety equipment and comply with the various OSHA regulations established by the Federal Government, the State of Delaware and amendments and changes that may occur from time to time.

All work will be conducted in a safe manner and will comply with the requirements of State and local rules and regulations and OSHA safety standards. Prior to commencement of the work, the Contractor will meet in conference with a representative from risk management to discuss and develop a mutual understanding relative to the administration of the City safety program.

If at any time the Contractor fails or refuses to comply with Federal, State, or City safety requirements, the City may issue an order to stop all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop order will be made the subject of any claims for excess cost, damages or extension of time against the City, its agents or employees.

3. EMPLOYMENT PROVISIONS

3.1 Goal Statement for Disadvantaged Business Participation

In order to expand opportunities and insure fair participation for disadvantaged individuals and businesses in its professional services contracts, the City has set a goal of 10% Disadvantaged Business Enterprise (DBE) participation for its procurement of such services.

Except to the extent that the City determines otherwise, the Contractor shall endeavor to achieve and show evidence of good faith efforts to contract with disadvantaged individuals or businesses.

In the performance of any contract resulting from this RFP, the Contractor agrees to make its best efforts to include DBE as subcontractors.

Question regarding the DBE program should be directed to the City's EEC/Contractor Compliance Office at (302) 576-2131

3.2 Non-Discrimination Policies

In the performance of this contract, neither party shall discriminate nor permit discrimination on the basis of race, sex, age, religion, creed, handicap, or national origin.

3.3 EOE Notices in Advertising

The Contractor must comply with equal opportunity employment statutes and regulations in advertising and hiring practices.

APPENDIX A

Equipment List

Station: ALPOCAS PUMPING STATION

**APPENDIX A
EQUIPMENT LIST
City of Wilmington
Department of Public Works**

High Service Finished Water Pumps

Pump No.	Type	Capacity	Size	Manufacturer
No. 1	Vertical	1800 gpm	1800 rpm/ Ft TDH	Peerless
No. 2	Vertical	1800 gpm	1800 rpm/ Ft TDH	Peerless
No. 3	Vertical	1800 gpm	1800 rpm/ Ft TDH	Peerless

Station Valves

Type	Size	Quantity	Manufacturer
Swing Check Valve	12"	3	n/a

Station: BRANDYWINE MEMBRANE PLANT

APPENDIX A

EQUIPMENT LIST

City of Wilmington

Department of Public Works

Backflow Preventers

Type	Size	Quantity	Location
Reduced Pressure Zone	1-1/2"	2	Coagulant System, Hypo
Red. Pres. Zone (Watts Mod. 909RP)	4" Dbl Check	1 (S/N: 227136)	Chem Storage Pumps

Hoists

Type	Size	Quantity	Manufacturer
Hoist (Loading Dock)	2 Ton	1	ACC Wrightway
Hoist (2nd Floor Maintenance Shop)	1 Ton	1	CM Lodestar "L"
Hoist (Low Service Pumps)	3 Ton	1	McDal
Hoist (Overhead at Door)	3 Ton	1	

Membranes

Microza Microfiltration Modules – 0.1 micron rated (Pall Corporation), and all ancillary pumps, valves, actuators and tanks. Four (4) racks of Ninety Four (94) modules each, for a total of 376 modules. Scope includes all valve racks, control equipment, feed pumps, strainers, CIP Equipment, valves and instruments.

Rack Valves - Each rack has the following valves, there are four (4) racks:

Service	Size	Manufacturer
Membrane Feed Block	12"	Tyco/Keystone Pneumatic
Membrane Feed Feed	2"	Tyco/Keystone Pneumatic
Feed Control Valve	12"	Tyco/Keystone Pneumatic
CIP Block Valve	6"	Tyco/Keystone Pneumatic
CIP Bleed Valve	2"	Tyco/Keystone Pneumatic

CIP Supply Valve	6"		Tyco/Keystone Pneumatic
Lower Drain	8"		Tyco/Keystone Pneumatic
Upper Drain	12"		Tyco/Keystone Pneumatic
Air Scrub Valve	4"		Tyco/Keystone Pneumatic
IT Air Scrub Valve	1"		
Filtrate Side CIP Return Valve	3"		Tyco/Keystone Pneumatic
Feed Side CIP Return Valve	6"		Tyco/Keystone Pneumatic
CIP Return Block Valve	6"		Tyco/Keystone Pneumatic
CIP Return Bleed Valve	2"		Tyco/Keystone Pneumatic
Gravity Drain Valve	2"		Asahi Ball Valve and Actuator
Backwash Valve	10"		Tyco/Keystone Pneumatic
Turbidity Valve	3/8"		Plastomatic
Filtrate Valve	12"		Tyco/Keystone Pneumatic
Filtrate Block Valve	12"		Tyco/Keystone Pneumatic
Filtrate Bleed Valve	4"		Tyco/Keystone Pneumatic
Filtrate Vent Valve	2"		Tyco/Keystone Pneumatic

Pumps

Membrane Feed Pumps

Pump No.	Type	Capacity	Size	Manufacturer
1	Vertical Turbine	4650 GPM	200 Hp/1185 RPM/139 TDH	Layne/Pentair
2	Vertical Turbine	4650 GPM	200 Hp/1185 RPM/139 TDH	Layne/Pentair
3	Vertical Turbine	4650 GPM	200 Hp/1185 RPM/_39 TDH	Layne/Pentair

All three are Layne Model 1100AW, 2 stage Vertical Turbines, each with 480V US Motors, Inverter Duty Each with Apco Slanting Disc Check Valve Model 814-2 (14"), Each with DeZurik A-39834 Butterfly Valves (14-inch), Pumps Installed in 2012. S/N: 2201139-1; -2 and -3.

Backwash Pumps

Pump No.	Type	Capacity	Size	Manufacturer
1	Centrifugal	7 2 GPM	20 Hp/1800 RPM/71 TDH	Layne/Pentair
2	Centrifugal	7 2 GPM	20 Hp/1800 RPM/71 TDH	Layne/Pentair

Both are Aurora Centrifugal Pumps by Pentair, Type 344A BF, with 230/460V Baldor Motors Baldor Cat No. EM2334T, Each with Apco Slanting Disc 6" Check Valve, Each with 6" DeZurik Valves on inlet and outlet, Pumps Installed in 2012. S/N: 12-2224558-1; -2.

Low Service Pumps

Pump No.	Type	Capacity	Size	Manufacturer
1	Vertical Turbine	5280 GPM	250 Hp	Layne/Pentair
2	Vertical Turbine	5280 GPM	250 Hp	Layne/Pentair
3	Vertical Turbine	5280 GPM	250 Hp	Layne/Pentair

All three are Layne Model 1100AW, 2 stage Vertical Turbines, each with 480V US Motors, Inverter Duty Each with Apco Slanting Disc Check Valve Model 814-2 (14"), Each with DeZurik A-39834 Butterfly Valves (14-inch), Pumps Installed in 2012. S/N: 22000695-1; -2 and -3.

High Service Pumps

Pump No.	Type	Capacity	Size	Manufacturer
1	Vertical Turbine	4340 GPM	450 Hp/331 TDH	Layne/Pentair
2	Vertical Turbine	4340 GPM	450 Hp/331 TDH	Layne/Pentair

Both are Layne Model 1100AW, 3 stage Vertical Turbines, each with 480V US Motors, Inverter Duty Each with Apco Slanting Disc Check Valve Model 814-2 (14"), Each with DeZurik A-39834 Butterfly Valves (14-inch), Pumps Installed in 2012. S, N: 22000740-1; and -2.

CIP Recirculation Pumps

Pump No.	Type	Capacity	Size	Manufacturer
1	Centrifugal		10 Hp/ 68.2' Head	Grundfos
2	Centrifugal		10 Hp/ 68.2' Head	Grundfos

Both are Grundfos Model A97744287-P21216017 with 230/460V Baldor Motors, CAT No. 85600H22

CIP Drain Pumps

Pump No.	Type	Capacity	Size	Manufacturer
1	Centrifugal		10 Hp/ 68.2' Head	Grundfos
2	Centrifugal		10 Hp/ 68.2' Head	Grundfos

Both are Grundfos Model A97744287-P21216017 with 230/460V Baldor Motors, CAT No. 85600H22

Neutralization Pumps

Pump No.	Type	Capacity	Size	Manufacturer
1	Centrifugal		10 Hp/ 68.2' Head	Grundfos
2	Centrifugal		10 Hp/ 68.2' Head	Grundfos

Both are Grundfos Model A97744287-P21216017 with 230/460V Baldor Motors, CAT No. 85600H22

Strainers

Three (3) basket strainers 16-inch located on Membrane floor near the Operators Room. Remove cover, lift basket and wash with water and compressed air to remove all matter

Serial Nos.: 07-2012-10010411; 07-2012-10010412; and 07-2012-10010413

Amiad Self Cleaning Basket; Strainers - Model EBS 10 (Installed 2012)

Cat No. 042006-000010, 300 micron 3-inch Exhaust Valves

Each strainer has 16-inch manual Matco-Norca valves on the inlet and outlet (6 total)

Air Compressors

Two (2) Atlas Copco GA22P FF Compressors S/N API 3 20892/3; 150 psi; 460 volt; 30 Hp

Two(2) Stand Alone Atlas Copco Air Drying Units

Valves

Raw Water Control Valve

One (1) 48-inch Raw Water Valve with Limitorque Actuator MX-40-3, 26 rpm outlet, 230 V

Serial No.: L-1061509

High Service Surge Relief

One (1) Singer Valve Model S106-PG, Set to 130 psi, 14-inch. S/N: NO612-1904-A1

Low Service Surge Relief

One (1) Singer Valve Model S106-PG, Set to 75 psi, 14-inch. S/N: NO612-1904-A2

PRV Between High and Low Service

One (1) Cla-Val Cat No. 12-393-02-BSY, Stock No. 393-02-1K Code XS
Size: 12-inch

Station: BRANDYWINE SCREEN HOUSE

APPENDIX A
EQUIPMENT LIST
City of Wilmington
Department of Public Works

Traveling Screens

Type	Size	Quantity	Manufacturer
Traveling Screen	n/a	2	E&I Corporation

Station: BRANDYWINE PUMPING STATION

APPENDIX A
EQUIPMENT LIST
City of Wilmington
Department of Public Works

Raw Water Pumps

Pump No.	Type	Capacity	Size	Manufacturer
No. 1	Turbine	9000 gpm	1180 rpm/320 ft TDH	Worthington
No.2E*	Turbine	10,300 gpm	1200 rpm/275 ft TDH	De Laval

Station Valves

Type	Size	Quantity	Manufacturer
Cone Valve - No. 1 VFD	16"	1	Rodney Hunt
Cone Valve - Pump 2E	20"	1	Chapman
Surge Relief - Raw Water	10"	2	Ross

Backflow Preventers

Type	Size	Quantity	Location
Reduced Pressure Zone	2"	1	Finished Water Pump Room

Hoists

Type	Size	Quantity	Manufacturer
Bridge Crane Hoist	15 Ton	1	Maris Brothers
Motorized Hoist	3 Ton	1	Budgit S/N 227160

*NOTE: Pump No. 2 is scheduled for replacement in Calendar Year 2021

Station: CARR ROAD TANK

APPENDIX A
EQUIPMENT LIST
City of Wilmington
Department of Public Works

Control Valves

Type
No Equipment

Size

Quantity

Manufacturer

Station: COOL SPRING GATE HOUSE

APPENDIX A
EQUIPMENT LIST
City of Wilmington
Department of Public Works

Station Valves	
Type	Quantity
Triple Offset Butterfly Valve	5
Triple Offset Butterfly Valve	2
Triple Offset Butterfly Valve	1
Combined Function Double	2
Full Port Ball Valve	3
Segmented Ball Valve	1

Backflow Preventers	
Type	Quantity
Reduced Pressure Zone	1

Hoists	
Type	Quantity
Bridge Crane Hoist	1

NOTE: All station Valves listed have Actuators

Manufacturer
Adams - MAK-16
Adams - MAK-16
Adams - MAK-16
Adams - AZI Model
KF Valve w/Rotork Act
NAF Valve w/Rotork

Location
Hypo Room

Manufacturer
McDal

Station: COOL SPRING PUMPING STATION

APPENDIX A
EQUIPMENT LIST
City of Wilmington
Department of Public Works

High Service Finished Water Pumps

Pump No.	Type	Capacity	Size	Manufacturer
No. 3	Hozin Split case	4305 gpm	1800 rpm/ Ft TDH	Fairbanks Morse
No. 4	Hozin Split case	4305 gpm	1800 rpm/ Ft TDH	Fairbanks Morse
No. 5	Two Stage	3500 gpm	1200 rpm/150-110 TDH	Worthington

Station Valves

Type	Size	Quantity	Manufacturer
Tilt Disk Check Valve w/Hyd Buffer	12"	2	n/a - Pump No. 5
Check/Isolation Valve	12"	2	Adams - GBZ Model
Bottom Cushion Check *	12"	1	Golden Anderson

*NOTE: This Bottom Cushion Check Valve is scheduled to be installed in Calendar Year 2021, replacing one of the Check/Isolation Valves on Pump No. 3

Station: DISTRIBUTION SYSTEM

APPENDIX A
EQUIPMENT LIST
City of Wilmington
Department of Public Works

Valves

Type	Size	Quantity	Manufacturer
Air Release/Vacuum Valves	6"	3	n/a
Located at 18th and Baynard			
Wills to Porter Air release	2"	3	n/a
Sta 31+71 - Behind 131 Alapocas Rd			
Sta 49+50 - Augustine Cutoff near Edgewood Rd			
Sta 58+12 - Augustine Cutoff near W. Park Dr			
Porter Gate House	2"	1	n/a
Hoopes to 18th Street	2"	14	n/a
Sta 1+07 - 18th St near Baynard - by Monument in park			
Sta 10+05 - N. Park Dr, near curve by Zoo - Traffic Control Needed			
Sta 26+27 - N. Park Dr between I-95 and Wills Pump Station			
Sta 70+60 - Park Drive across from Art Museum - Traffic Control Needed			
Sta 96+15 - In Rockford Park, handicap parking near tennis courts			
Sta 97+80 - In Rockford Park next to tennis courts			
Sta 115+30 - In Rising Sun Rd near end of football field - Traffic Control needed			
Sta 128+00 - In Kennett Pike near Tower Hill Schoc - Traffic Control needed			
Sta 175+60 - Behind 3704 Presidential Dr, near Kennett Pike			
Sta 211+90 - Barley Mill Rd near Fairthorne - Traffic Control Needed			
Sta 252+65 - near 1519 Barley Mill Rd - Traffic Control Needed			
Sta 273+33 - Barley Mill Rd near Bedford Way - Traffic Control Needed			
Sta 298+10 - Barley Mill Rd near Hoopes entrance - Traffic Control Needed			
Sta 308+50 - left to Hoopes Driveway			

Station: FOULK ROAD PUMPING STATION

APPENDIX A
EQUIPMENT LIST
City of Wilmington
Department of Public Works

High Service Finished Water Pumps

Pump No.	Type	Capacity	Size	Manufacturer
No. 1	Vertical Can 12B	1150 gpm	1765 rpm/ 63 Ft TDH	Peerless
No. 2	Vertical Can 12B	1150 gpm	1765 rpm/ 63 Ft TDH	Peerless

Station Valves

Type	Size	Quantity	Manufacturer
Double Door Check Valve	8"	2	n/a
Surge Relief Valve	8"	1	Ross

Station: GREENHILL TANK

APPENDIX A
EQUIPMENT LIST
City of Wilmington
Department of Public Works

Control Valves

Type
Isolation Valve

Size
n/a

Quantity
3

Manufacturer
n/a

Station: HILLCREST PUMPING STATION

APPENDIX A
EQUIPMENT LIST
City of Wilmington
Department of Public Works

High Service Finished Water Pumps

Pump No.	Type	Capacity	Size	Manufacturer
No. 1	Hor. Split Case	200 gpm	1800 rpm/ 108 Ft TDH	Goulds
No. 2	Hor. Split Case	200 gpm	1800 rpm/ 108 Ft TDH	Goulds
No. 3	Hor. Split Case	200 gpm	1800 rpm/ 108 Ft TDH	Goulds

Station Valves

Type	Size	Quantity	Manufacturer
Swing Check	4"	3	n/a

Station: HOOPES PUMPING STATION

APPENDIX A
EQUIPMENT LIST
City of Wilmington
Department of Public Works

Raw Water Pumps

Pump No.	Type	Capacity	Size	Manufacturer
No. 1	Type L18 Split Case	8350 gpm	1180 rpm/95 ft TDH	De Laval
No. 2	Turbine	7000 gpm	1180 rpm/ Ft TDH	Johnson
No. 3	Turbine	7000 gpm	1180 rpm/ Ft TDH	Johnson
No. 4	Turbine	7000 gpm	1180 rpm/ Ft TDH	Johnson
No. 5	Turbine	7000 gpm	1180 rpm/ Ft TDH	Johnson

Station Valves

Type	Size	Quantity	Manufacturer
Station Valves	12"	5	Chapman
Surge Relief Valves	4"	3	Keily Mueller
Check Valves	12"	5	Checktronics
Right Angle Pressure Reducing	18"	1	Cla-Val

Hoists

Type	Size	Quantity	Manufacturer
Hoist	5 Ton	1	Maris Brothers

Station: KENNETT PIKE PUMPING STATION

APPENDIX A
EQUIPMENT LIST
City of Wilmington
Department of Public Works

High Service Finished Water Pumps

Pump No.	Type	Capacity	Size	Manufacturer
No. 1*	Model 4AB10	500 gpm	1750 rpm/ 75 Ft TDH	Peerless
No. 2*	Model 4AB10	500 gpm	1750 rpm/ 75 Ft TDH	Peerless
No. 3	Model 8A16	1500 gpm	1150 rpm/ 100 Ft TDH	Peerless

* NOTE: Pumps 1 and 2 are scheduled for replacement in the Spring, 2021. New Pumps are to be Patterson Horizontal Split Case 5X5H Model, 950 GPM, 85 TDH, 1750 RPM, 30 HP with mechanical seals

Station Valves

Type	Size	Quantity	Manufacturer
Swing Check	6"	2	n/a
Swing Check	10"	1	n/a

Station: NEW CASTLE PUMPING STATION

APPENDIX A
EQUIPMENT LIST
City of Wilmington
Department of Public Works

High Service Finished Water Pumps

Pump No.	Type	Capacity	Size	Manufacturer
No. 1	Hor. Split Case	1000 gpm	1750 rpm/ 70 psi	Peerless
No. 2	Hor. Split Case	1000 gpm	1750 rpm/ 70 psi	Peerless

Station Valves

Type	Size	Quantity	Manufacturer
Swing Check	10"	2	n/a

Station: - ORANGE STREET TUNNEL

**APPENDIX A
EQUIPMENT LIST
City of Wilmington
Department of Public Works**

Water Pumps		Pump No.	Type	Capacity	Size	Manufacturer
	No. 1	Vertical	n/a	n/a	Worthington	
Station Valves		Type	Size	Quantity	Manufacturer	
	Swing Check	4"	1	n/a		
	Isolation Valve, Manual	4"	1	n/a		

Station: PORTER FILTER PLANT

APPENDIX A

EQUIPMENT LIST

City of Wilmington

Department of Public Works

Wash Water Pumps

Pump No.	Type	Capacity	Size	Manufacturer
No. 1	Horiz-Split Case	2500 gpm	1200 rpm/ ft TDH	Goulds
No.2	Horiz-Split Case	2500 gpm	1200 rpm/ ft TDH	Goulds

High Service Finished Water Pumps

No. 2	2 stage Hoz/Split Case	2100 gpm	1800 rpm/ Ft TDH	Goulds
No. 3	2 stage Hoz/Split Case	2100 gpm	1800 rpm/ Ft TDH	Goulds
No. 4	Horiz-Split Case	2350 gpm	1800 rpm/ Ft TDH	Peerless

Sludge Pumps

Six (6) Total	Dry Pit Submersible	105 gpm	1750 rpm/13' TDH	Flygt
---------------	---------------------	---------	------------------	-------

Station Valves

Type	Size	Quantity	Manufacturer
Pressure Regulator (Backwash - HPBFV)	20"	1	DeZurik
Surge Relief - Finished Water	12"	1	Ross
Pressure Regulator - Finished Water	8"	1	Ross
Tilt Disk Check (Washwater)	12"	2	Valmatic
Settled Water (Butterfly)	16"	12	DeZurik
Rate of Flow Filter Control (BFV)	12"	12	DeZurik
Backwash Water (BFV)	30"	12	DeZurik
Drain (BFV)	24"	12	DeZurik
Filter to Waste (BFV)	6"	12	DeZurik
Filter to Waste (BFV)	10"	12	DeZurik
Surface Wash (BFV)	8"	12	DeZurik

Note: The Settled Water, Rate of Flow, Backwash, Drain, Filter to Waste and Surface Wash Valves are all Electrically actuated.

Backflow Preventers

Type	Size	Quantity	Location
Reduced Pressure Zone	3/4 to 3"	6	Vac System (1); Carbon (1) Sludge Bldg (1); Lime (2) Hypo (1)

Hoists

Type	Size	Quantity	Manufacturer
Hoist (Maint. Shop)	2 Ton	1	Yale CE Series (D Chassis)
Hoist (Basement)	5 Ton	1	Yale Rail Hugger

Filters

Type	Size	Quantity
Conventional, Anthracite, Sand Gravel With underdrain system	38' x 19'	12

Low Lift Pump Station

Two (2) ABS Dry Pit Submersible Pump, Model AFP D6001 ME 1500/10
738 mm Impeller; 705 rpm; 201.2 HP; 3 phase; 460 V, 263 Amps
Serial Numbers: 10304BA-225831(1); 10303BA-225831(1)
Two (2) Golden Anderson 24-inch Check Valves
Two (2) DeZurik Butterfly Valves with Rotork Actuators - 24"

Blowers

Two (2) Roots 624RAM Blowers with Sound Enclosure - 10-inch discharge; 3 psig; 7.5 HP; 1800 RPM
TEFC Motor - 460 V; V Belt Drive. ISO-220 Synthetic Oil.

Air Compressors (For Limb Silo)

Two (2) FS Curtis ML Series 10 HP; 460 V; 175 psi - P/N: FML 10D97H1S-A4L1G1
Serial Numbers: ML 10D97119033/19034
Two (2) BEKO Drypoint ACC Dryers, with Superfine Filters on Inlet Side - Model Nc ACC 35, Code: 4012488
Serial Numbers: 46641 and 46644; 35 SCFM @ 100 psi; min 35 psi; max 232 psi
2019 - Service Kit XEAC35002

Station: ROCKFORD TANK

**APPENDIX A
EQUIPMENT LIST
City of Wilmington
Department of Public Works**

Control Valves

Type
Isolation Valve

Size
n/a

Quantity
3

Manufacturer
n/a

Station: WILLS PUMPING STATION

APPENDIX A
EQUIPMENT LIST
City of Wilmington
Department of Public Works

Raw Water Pumps		Pump No.	Type	Capacity	Size	Manufacturer
	No. 1	MABSV		9000 gpm	1180 rpm/320 ft TDH	Patterson
	No.2	MABS		10,300 gpm	1200 rpm/275 ft TDH	Patterson
Station Valves		Type	Size	Quantity	Manufacturer	
		Check Valve	14"	2	Checktronics	
		Surge Relief Valve	n/a	3	Ross	
		PRV (in Vault)	16"	2	Ross	
		Reduced Pressure Zone	1-1/2"	1		
Traveling Screens		Type	Size	Quantity	Manufacturer	
		Step screens	n/a	2	Huber	
Hoists		Type	Size	Quantity	Manufacturer	
		Bridge Crane Hoist	6 Ton	1	Wright Model C Handchain & Weight Trolley	

APPENDIX B

**City of Wilmington
DBE Program and Bidders Requirements**



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.

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.

CONTRACT: _____

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.			\$	

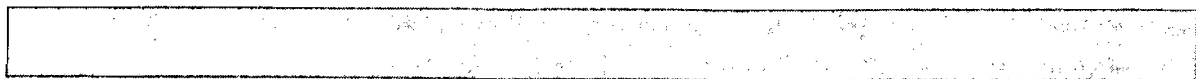
Were advertisements placed in general circulation media, trade association publications, and DBE media interested in DBE participation? If so, state details of the advertisement. If not, state why not.

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.



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 _____

Date _____

Contract Compliance Officer's Name _____

City of Wilmington _____

Date _____

Contract Compliance Officer's Signature _____

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

APPENDIX C

Proposal Form

Appendix C

PROPOSAL FORM

DATE: _____

Proposal 22002 - WDPS

TO: Manager, Division of Procurement
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 “Water Distribution System, Pump, Valve and Miscellaneous Mechanical Equipment Maintenance Services, Proposal No. 22002 - WDPS”, 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: Annual Inspection, Maintenance, and Record Keeping 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 mechanic in response to specific requests by the City \$ _____ per hr. x 200 hrs. = \$ _____

ITEM-3: Unscheduled On-call Maintenance and Repair Services consisting of on-site man hours for a two-person mechanical crew in response to specific requests by the City \$ _____ per hr. x 400 hrs. = \$ _____

ITEM-4: Unscheduled On-call Maintenance and Repair Services consisting of on-site man hours for one mechanic in response to specific requests by the City \$ _____ per hr. x 100 hrs. = \$ _____

ITEM-5:	Emergency Services consisting of <u>on-site</u> man hours for a lead mechanic in response to specific requests by the City \$ _____ per hr. x 100 hrs. =	\$ _____
ITEM-6:	Emergency Services consisting of <u>on-site</u> man hours for a two person Mechanical crew in response to specific requests by the City \$ _____ per hr. x 200 hrs. =	\$ _____
ITEM-7:	Specialized Services consisting of additional equipment and personnel required for confined space entry \$ _____ per hr. x 100 hrs.	\$ _____
ITEM-8:	Specialized Services consisting of shop labor off site \$ _____ per hr. x 200 hrs.	\$ _____
ITEM-9:	Equipment, Spare Parts, and Subcontractor Allowance	\$100,000
ITEM-10:	Equipment related to Filter Upgrades at Porter Filter Plant	\$200,000
ITEM-11:	Diving Work Allowance	\$ 50,000
ITEM-12:	Clarifier/Flocculator Spare Parts Purchases Includes Gear Boxes, Primary Drives and similar equipment	\$ 50,000
TOTAL OF ITEMS 1 through 12		\$ _____

Work under this Contract shall be completed within 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: _____

APPENDIX D

Guidelines for Proposal Preparation

Appendix D

GUIDELINES FOR PROPOSAL PREPARATION

Please use the following as a guideline for information to be included in your proposal.

1. Contractors **must** submit at a **minimum** the information provided in these guidelines for themselves and the same information for each of the proposed subcontractors.

1. Business Name and Address
2. Local Address (if Different)
3. Point of Contact (name, base location, and telephone number):
4. Specify type of business and year business established.
5. Specify whether your business is corporation, partnership, or individual.
6. State whether during the past (5) years your firm acquired/merged with another firm, or has the firm changed names. If yes, provide an explanation.
7. Business Phone No. and Fax No.
8. Area of operations and radius of operations from Project Location in miles.
9. Number of employees on staff.
10. References: name of five references (address, phone number and project completion date) for the work applying for. Include the project name and a brief description of the work for each reference.
11. Demonstrate at least two successful projects of similar nature and size for Municipalities of similar or larger size.
12. Provide construction industry experience. At a minimum provide the number of staff available for each of the following categories and provide years of experience under each category.
 - A. low and medium voltage motor control starters (MCC)
 - B. individual circuit breakers and/or controllers
 - C. synchronous motor starters, variable frequency drives and soft starters
 - D. dry-type and oil-filled transformers
 - E. panelboards
 - F. low-voltage switchboards and circuits
 - G. low and medium voltage switchgear

- II. primary and secondary substations, including transformers and circuit breakers
 - I. protective relaying for medium voltage switchgear
 - J. motors for water distribution pumps and various sump pumps
 - K. electrical components of emergency generators and auxiliary engines (i.e. automatic transfer switches, batteries, cables, etc.)
 - L. conduit systems
 - M. heaters and solenoid valves
13. Provide list of subcontractors, their nature of service (trades) being used and subcontractor's name and address.
14. Complete and submit all DBE forms identified in Appendix B

ORIGINAL

REQUESTS FOR PROPOSALS

1. Proposals on City Contract 22002WDPS – PUMP, VALVE AND MISCELLANEOUS MECHANICAL EQUIPMENT MAINTENANCE SERVICES 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, MARCH 25, 2021, at the close of business, 4:30 p.m. Bids can also be left in the drop box marked “PROCUREMENT” located on the first floor in front of the guard station.

2. Proposals must be an original and three (3) paper copies, along with 2 flash drives each containing a PDF file of the proposal sealed in an envelope, and the envelope endorsed "**Proposal for City Contract 22002WDPS – PUMP, VALVE AND MISCELLANEOUS MECHANICAL EQUIPMENT 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 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.

Questions : Written questions must be submitted by email to procurement@wilmingtonde.gov. Relevant questions will be responded to via published addendum. Questions will not be accepted after March 16th.

If a prospective proposer desires a site tour it can be scheduled with Mr. Sam Baise by calling 302-573-5727.

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

**WATER DIVISION
PUMP, VALVE AND MISCELLANEOUS
MECHANICAL EQUIPMENT
MAINTENANCE SERVICES**

REQUEST FOR PROPOSAL FOR PROFESSIONAL SERVICES

PROPOSAL NO. 22002 WDPS

FEBRUARY 2021

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

**WATER DISTRIBUTION SYSTEM
PUMP, VALVE AND MISCELLANEOUS
MECHANICAL EQUIPMENT
MAINTENANCE SERVICES**

REQUEST FOR PROPOSAL

Proposal No. 22002 - WDPS

February, 2021

Prepared by:

Parada Construction Services, LLC

**1508 Randy Lane
Cherry Hill, NJ 08003**

215-687-6219 - Cell

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I. SCOPE AND NATURE OF SERVICES TO BE PROVIDED

1. GENERAL INFORMATION

1.1 Objective of this Request for Proposals

The City of Wilmington, Delaware, herein referred to as “City” is seeking professional, competitive proposals from organizations, herein referred to as “Contractor”, experienced in performing maintenance services specific to Mechanical work through a comprehensive Program Management approach, whereby the City’s assets, as outlined herein, are evaluated, prioritized from a risk perspective, and channeled into a preventative/corrective-measure maintenance program where scheduled maintenance activities are systematically accomplished by the Contractor with each step closely coordinated with the City.

With the Program Management approach, the City desires to elevate the reliability and performance of its Mechanical assets, but it also desires to have cost-effective framework for providing reactive, emergency services should the situation arise. The City also requires that the Program be computer based to a level that will allow for electronic interaction with the City’s existing Computerized Maintenance Management System (CMMS).

1.2 Overview of Facilities and Equipment

City water distribution and production facilities are located throughout the City of Wilmington and surrounding communities and generally treat, pump, and convey potable water to storage facilities and consumers. Several facilities also pump raw, untreated water to City treatment facilities or raw water reservoirs. The pumping equipment ranges in size from 1000 HP units with 15 MGD capacity to 10 HP units with 100 gpm capacity. The valves included range in size from 4-inch up to 48-inch gate valves. The related mechanical systems include travelling screens located at the Brandywine Screen House and at the Wills Pump Station, small hoists at several locations, backflow preventers, surge relief and pressure reducing valves at several locations throughout the distribution system. A complete listing of equipment is included as Appendix A. The equipment is located in the following City facilities:

1. Cool Spring Pumping Station
2. Cool Spring Gate House
3. Foulk Road Pumping Station
4. New Castle Pumping Station
5. Kennett Pike Pumping Station
6. Hillcrest Pumping Station
7. Hoopes Pumping Station
8. Alapocas Pumping Station
9. Wills Pumping Station
10. Porter Complex
11. Brandywine Pumping Station
12. Brandywine Screen House

13. Brandywine Membrane Plant
14. Orange Street Pumping Station/Tunnel
15. Rockford Tank
16. Greenhill Tank
17. Carr Road Tank
18. Distribution System Pressure Reducing Valves
19. Raw Water Piping System Air Release Valves

1.3 Summary of Responsibilities for the Selected Maintenance Contractor

The successful Contractor will be responsible for providing all of the services described in the subsequent sections of this RFP. In summary, the successful Contractor will be responsible for:

- Provide annual inspection, evaluations and maintenance services for each pumping unit, valve, air releases, cleaning of three strainers, travelling screen, step screen (making adjustments necessary) and microfiltration membrane units and hoist listed in Appendix A. Provide a written report summarizing recommended maintenance work and cost estimates for such work.
- Providing unscheduled on-call maintenance and repair services upon City request within one (1) working day of the request.
- Providing emergency maintenance and repair services as requested by the City during all City declared emergency situations such as equipment and power failures within six (6) hours of the request.
- Providing technical assistance on an as-requested basis.

1.4 General Contractor Requirements

The successful Contractor will have suitable facilities and experience with pump, valve and mechanical system maintenance and repair as summarized below:

- 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.
- A machine/repair shop with the equipment required to handle and repair City pumping equipment.
- Own or have ready access to pump capacity, vibration and noise testing equipment.
- Own or have ready access to pump alignment equipment.
- References from municipalities, authorities or private utility companies where the Contractor performed similar services on similar size and type equipment.
- Qualified technical and support staff to assist with evaluations of equipment and replacement items.

- Personnel trained and certified for work in confined spaces.
- Own or have ready access to equipment required for work confined spaces.
- Sufficient field personnel and supervisory staff to complete required repairs and installations promptly.
- NOTE: The Successful Contractor will have demonstrated at least two successful projects of similar nature and size for Municipalities of similar or larger size.

2. TERM OF THE AGREEMENT

2.1 Commencement of Operations

The Successful Contractor shall commence performance of services under the terms of this RFP within thirty (30) days of contract execution.

2.2 Term of the Agreement

The term of the contract shall commence on the date upon which the City executes the Contract and shall until June 30, 2022.

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.

3. MANAGEMENT OF THE AGREEMENT

3.1 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 RFP. 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 successful Contractor in the execution and day-to-day management of the agreement.

3.2 Dispute Resolution

In the event of any dispute between the Contract Administrator and the successful Contractor regarding the successful 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 its position to the Commissioner, who shall render a decision within twenty (20) days. The decision of the Commissioner shall be final.

4. DEFINITION OF SERVICES

The successful Contractor will provide each of the services outlined under the terms of this RFP and will provide all procedures, supervision, labor, tools, parts, materials, supplies, and subcontractor services required to perform electrical maintenance and repair services in accordance with the requirements of this RFP.

5. PUMP, VALVE AND MISCELLANEOUS MECHANICAL EQUIPMENT MAINTENANCE

5.1 Services to be Provided

5.1.1 Annual Inspection and Maintenance

The Contractor will perform annual inspections and maintenance on all pumps, valves, air releases, strainers, travelling screens, step screens and microfiltration membrane units and hoists in accordance with a proposed Inspection and Maintenance Program to be developed jointly by the City and the Contractor. The Contractor will maintain a maintenance schedule and log for every location and will describe, as an integral part of its proposal, how it will schedule annual inspections and maintenance and monitor for maintenance program compliance.

The Contractor's Inspection and Maintenance Program shall include the following tasks at a minimum:

1. Capacity testing of each pump listed in Appendix A. The capacity testing should include flow measurements and suction and discharge pressure measurements. For VFD driven pumps and equipment, three speeds should be measured including minimum speed, maximum speed and one intermediate speed. Previous years data will be provided to Contractor so that pump and equipment performance can be compared. Contractor is expected to comment on any changes observed. The Contractor must provide flow measurement equipment capable of measuring finished water flow rates where required, without risking cross contamination of the water supply.
2. All pumps 50 HP and larger, shall have noise measurements taken.
3. Check all packing and seals and adjust as necessary.

4. Check alignment of coupling and shaft. If adjustment of alignment is needed, it will be performed as **Unscheduled Maintenance**.
5. Check operations of controls and instrumentation.
6. Inspect, test and exercise cone valves, isolation valves (pump isolation and other types), surge relief valves, pressure regulators, backflow preventers, pressure reducing stations and check valves and adjust as necessary. Grease both cone valves at the Brandywine Pump Station.
7. Inspect and perform the manufacturer's recommended semi-annual maintenance for step and travelling screens. The recommended maintenance includes checking alignment, checking baskets, chains, sprockets, and barrels for wear and lubricating and greasing as required. Adjustments to the step screens will likely be necessary and should be included. **NOTE:** Draining of the screen wells at Brandywine Screen House and Will Pump Station may not be possible and as such, divers might be required to perform the underwater portion of these screens. Divers must be experienced in inspecting and maintaining underwater travelling screens.
8. Inspect, test and maintain hoists in accordance with applicable standards and should include visual inspections, cleaning, adjusting brakes, and lubrication. Supply certification after inspection.
9. Review the City's preventative maintenance log and recommend modifications to the preventative maintenance procedures.
10. Provide a decal on each pump, cone valve, screen and hoist inspected. Decal shall clearly state the date of the inspection and maintenance and the Contractor's name and telephone number. Protect the decal from water damage.
11. Prepare a written report for each inspection within one month of the inspection summarizing the observations and recommendations for the equipment.
12. Inspect all air releases on the raw water mains. There are a total seventeen (17) air releases as listed in the Appendix. Nine of these require some degree of traffic control for inspection since they are in public roadways. Traffic Control measures should be included in the costs proposed.
13. Three large Strainers located at the Brandywine Membrane Plant must be removed and thoroughly washed and cleaned including the use of compressed air once a year.
14. Clean All Screens for Surge Reliefs Valves, PRV's and Backflow Preventers yearly.
15. Perform All recommended Preventative Maintenance on Air Dryers related to compressors

The City utilizes the LandPort Computerized Maintenance Management System for controlling and scheduling maintenance work. The Contractor will be expected to develop an understanding of the system and requirements. The Contractor will be expected to develop an understanding of the system and its requirements, including a demonstrated ability to work from and receive emails from the CMMS System. The Contractor will be expected to complete City issued work orders and maintenance sheets in a timely manner. In addition, the Contractor will be expected to coordinate with the City's SCADA Integrator as required during the course of the work

All work that will include a disruption to the normal operation of City equipment must be scheduled at least one month in advance and approval may be weather dependent. The City expects that the Contractor will assume an active role to ensure a high level of program compliance, and will consider favorably proposals that include specific methods of achieving this goal.

5.1.2 *Unscheduled Maintenance and Repairs*

The Contractor will provide mechanical maintenance and repair service, when requested by the City, to check, troubleshoot, and repair pumps, valves, traveling screens, hoists and other mechanical systems and equipment. The city will provide the Contractor with a written or verbal request for maintenance or repair services. Some of the requests may be generated by the maintenance management system on forms that must be carefully completed after the maintenance work is completed. Whenever possible, the City will provide the Contractor with one-weeks' notice prior to the need for the service. However, the service may be required within one (1) working day of a request by the City. Whenever possible, the work shall be performed on-site during normal working hours (8 AM to 4 PM) and normal working days. The Contractor's personnel must sign in and out with the City's representative upon arrival and after completion of the work. Portal to portal time is not chargeable to the City as well as lunch breaks by personnel.

The Contractor must provide a daily service report for each day of service which includes at a minimum: date and time of the visit, number of personnel and total number of man-hours utilized, identification of the equipment inspected or serviced, and description of the work performed. Any work done in the shop away from the site must also be supported by a service ticket or report. Provide access to the membrane manufacturer, Pall Corporation of Port Washington, NY, for discussion and operational or maintenance advice as necessary.

If the report recommends that follow-up repairs be made, an estimate of the repair cost shall be provided by the Contractor. Repairs estimated to cost in excess of \$1,000 or more than the fair market value of the equipment must be analyzed by the Contractor and City to evaluate the repairs' 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 repair, such recommendation shall be presented to the City. The City however will make the final repair versus replace decision.

For maintenance or repair work estimated to cost in excess of \$1,000, the City may request a not-to-exceed cost proposal for the work including all services, equipment, and material required. For all subcontracted work and purchased equipment, the City may request three (3) quotes. See Section 11, Part 6 for invoicing procedures.

5.1.3 *Emergency Services*

The Contractor will provide emergency mechanical maintenance and repair service, when requested by the City, to check, troubleshoot, and repair pumps, valves, traveling screens, hoists and other mechanical systems and equipment. The City will provide the Contractor with a verbal request from the City's designated representative for maintenance or repair services. The services shall be provided within six (6) hours following the City's request. It is expected that the work may be performed on-site outside of normal working hours (8 AM to 4 PM) and normal working days. The Contractor's personnel must sign in and out with the City's representative upon arrival to site and after completion of the work. Portal to portal time is not chargeable to the City as well as lunch breaks by personnel.

The Contractor must provide a written report after each emergency service is complete which includes as a minimum the date of the City request, date and time of the visit, identification of the equipment inspected, a description of the work performed, identification of the personnel and total number of man hours utilized, and any recommended follow-up actions.

If the report recommends that follow-up repairs be made, an estimate of the repair cost shall be provided by the Contractor. Repairs estimated to cost more than \$1,000 or more than the fair market value of the equipment, must be analyzed by the Contractor and 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 repair, such recommendation shall be presented to the City. The City, however, will make the final repair versus replace decision. The Contractor will be required to obtain three quotes for all equipment required in excess of \$1,000. The Contractor will be required to prepare submittals for replacement equipment including manufacturer's cut sheets and additional details as required so that the City can fully review and approve of the proposed equipment.

5.1.4 Warranty Work

The Contractor will administer all warranty repairs of new pumps, valves and all other mechanical equipment that it installs.

5.1.5 Subcontracted Services

The Contractor's proposal will define the types of services that will be conducted by subcontractors, if any services are intended to be subcontracted. The Contractor will be responsible for arranging and managing subcontracted services, and will assume full responsibility and liability for the quality of the subcontractor's work. Subcontracted work will be reimbursed according to the hourly rates bid or under a negotiated not-to-exceed cost for a job. Subcontracted services shall comply with the requirements of this RFP. Subcontractors must be approved by the City prior to performing any work. The City may request three (3) quotes for all subcontracted work. The participation of DBE Subcontractors is encouraged. See Subsection 3, Employment Provisions, in Section III, General Contract Provisions, for additional information as well as Appendix B.

In invoicing the City for on-call maintenance and repair, the Contractor will only charge the City net costs for subcontractor's costs. Net cost for subcontractors is the invoice price plus the allowable mark-up. The allowable mark-up for subcontractors value shall not exceed ten percent (10%) of the subcontractor's invoiced prices. In the event that subcontracted services exceed \$100,000 in value for a specific project, the allowable mark up shall not exceed five percent (5%) unless otherwise negotiated. Project Management fees for the Proponent shall be derived from this 5% markup. Invoices to the City including subcontractors shall include copies of the subcontractor's invoices showing the invoiced price and hourly rates of the subcontractor. All

invoices submitted to the City must also highlight the percentage of the overall Contract value that has been paid to DBE firms on a monthly and a Contract to Date basis.

5.1.6 Specialized Services

The work includes specialized services, which will be an integral part of the service provided by the Contractor. Subcontracting specialized services to DBE providers or other specialty firms is encouraged to provide highly skilled work and achieve competitive costs. The Contractor's proposal must address specifically or their subcontractors' abilities in the following areas:

1. Welding and fabrication related to pump, valve and related mechanical system maintenance and repairs. Examples of this type of work include repair of pump, motor and valve supports, repair of pump and motor guards and repairs to hoist supports.
2. Maintenance and repair of Babbit bearings
3. Machining pump and valve components.
4. Rigging. The Contractor is responsible for providing all equipment (beyond that installed at the work locations) and labor for any rigging and hoisting required. The Contractor's proposal must describe its capabilities in this area and the equipment it owns as well as the equipment it rents for rigging.
5. Diving may be required to inspect and maintain the underwater portions of the traveling screens at the Brandywine Screen House. Additionally, diving may be required to clean out the forebay to the screens at the Wills Pumping Station. Firms performing this work must have significant demonstrated experience in inspecting and maintaining underwater traveling screens and the Contractor should submit, as part of the proposal, the qualifications and experience of the dive firm anticipated to do the work.
6. Diving may also be required to inspect and maintain the finished water clearwells at the Porter or Brandywine Filter Plants, as well as the steel wash water tanks at the Porter Filter Plant. Diving of these tanks would be performed while the tanks remain in service. Suitable disinfection of all personnel and diving equipment used is required. A video tape or other electronic format of all underwater clearwell examinations is required.
7. Inspecting and maintaining hoists at various facilities. Firms experienced in hoist inspection and maintenance must be employed to perform this work.
8. Troubleshooting and repairing hydraulic, electric and pneumatic valve actuators.
9. Maintenance of pressure reducing valves (PRV's) in the distribution system will be done under the Unscheduled Services portion of this Contract. All PRV's are located in streets in below grade valve pits.
10. Inspecting and maintaining additional valves and equipment at various facilities including solenoid valves, seal water systems, clarifier drives, chemical feed pumps, sump pumps, sample pumps, compressed air system including dryers, surge relief valves and sludge pumps.

5.1.7 Waste Management

The Contractor will provide for the gathering and disposal of all non-hazardous and hazardous waste products produced through maintenance and repair activities. The Contractor shall

properly dispose of all waste materials in accordance with City policies, and local, state, and federal laws and regulations.

The Contractor will provide training for its employees, and will obtain and maintain all required permits and records, including Material Safety Data Sheets (MSDS) and contingency plans for handling a spill or other mishap on all hazardous materials and waste products, and will report all incidents to the City contract representative.

The Contractor must clean-up work locations upon completion of the work and at the end of each workday. In addition, the Contractor must at all times keep work areas clear for water department personnel access and must coordinate with the City regarding any temporary access restrictions required due to the nature of work being performed (parking lot closures for asphalt resealing, for example). Contractor is required to remove all trash and scrap metals from the work sites. The City's Representative, Mr. Sam Baise, shall have sole Right of First Refusal on all removals.

6. PROVISION OF PARTS AND EQUIPMENT

6.1 Services to be Provided

6.1.1 Procuring, Stocking, and Disbursing Parts

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. The Contractor must ensure that all relevant standards of performance are met. The Contractor will own and maintain an inventory of basic parts (seals as an example), materials (packing as an example), supplies and lubricants of an appropriate type, size and composition for the City's pump, valves, traveling screens and hoists.

6.1.2 Quality of Parts and Equipment to be Furnished

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 a part that meets the requirements of this section is manufactured by more than one company, the City can designate which part will be used. If during the term of any agreement resulting from this RFP the City determines that the parts being supplied do not meet its needs, 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.

The Contractor will be required to submit shop drawings including manufacturer's cut sheets and other details as required for the City to review and approve all new equipment purchased for incorporation into City facilities. The City reserves the right to specify manufacturers and equipment to be provided.

For equipment replacement and purchases, specifications may be prepared by the City. The Contractor will be required to provide equipment meeting these specifications and submit three (3) quotes for the purchase of equipment and large quantities of parts. Shop Drawings submittals as noted above, are required and the cost to produce shop drawings should not be separately identified.

6.1.3 Warranty of Parts and Equipment

Notwithstanding inspection and acceptance by the City, products supplied under any agreement resulting from this RFP 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.

7. RECORD KEEPING, REPORTING AND MEETINGS

7.1 Work Reports

After each on-call service provided, the Contractor must provide a written summary of the work including date of the City's request (work order), date and time of the service performed, a description of the repair or maintenance work performed, identification of personnel used and the total number of man hours utilized, identification of any parts installed, and any recommendations for follow-up actions. Shop work must be supported by a written summary of work as well. Format of written summary (service ticket) must be suitable for binding into annual report.

7.2 Maintenance and Repair Log

At a minimum, the Contractor will record and maintain a Maintenance and Repair Record with all descriptive information for each unit in the system, and all service performed and will record all work order data including maintenance, repairs, subcontracted services, and parts used for each service activity performed. The record will also contain the equipment's model, year and serial number, warranty information and invoice information. A copy of new entries to the log shall be provided to the City with each related invoice. In addition, copies of the log must be provided to the City at any time upon request. Format of Maintenance and Repair record must be suitable for binding into the annual report.

7.3 Annual Meetings and Reports

A meeting will be held no more than sixty (60) days following the end of the contract year at which the Contractor will present a written annual report that summarizes the prior year's activity in a format agreed upon by the Contractor and the City. During this meeting, the Contractor will also present a summary of work accomplished relative to service performance standards. The presentation will also include recommendations for changes to improve performance during the upcoming year. A copy of the presentation materials and the written report will be made available to the City two weeks before the meeting. The City will review the

Contractor's performance during the annual meeting. The City reserves the right to schedule a meeting at any time.

7.4 Reference Files and Procedures

The Contractor will provide a copy of O&M manuals, service manuals, service bulletins, material maintenance requirements and other information needed to properly service and repair all new equipment that it installs. One copy will be required prior to installation and four approved copies will be required after installation. In addition, the Contractor shall maintain a complete file of these documents as well. These will become the property of the City upon completion or termination of the contract.

7.5 Access to and Ownership of Records

Copies of all records regarding the work are to be provided to the City. Upon prior notice by the City, the Contractor will provide the City's authorized representatives access, at all reasonable times, to all electronic and hard data, books, records, correspondence, instructions, plans, drawings, receipts, vouchers, and memoranda. The Contractor shall provide to the City cost verification for work performed in accordance with any agreement resulting from this RFP. All reference files and procedures, and all electronic data and hard copy records will become the property of the City upon completion or termination of the contract.

7.6 Billing Information

The Contractor's billings must be broken down to include basis (e.g. cost per labor hour, actual cost of parts used, etc.) for all work performed. For work performed under a not-to-exceed authorization, a schedule of values may be used as the basis for billings as approved by the City. **Please Note that Invoices submitted must highlight the percentage of DBE participation with respect to the overall billed amount on a monthly and Year To Date basis.**

7.7 Annual Maintenance Recommendations Reports

The Contractor must submit six (6) copies of the annual bound reports summarizing recommended maintenance work at the City water distribution facilities as described in Section 5, Paragraph 5.1.1 within one month following the annual evaluations of City facilities. The report must also include a completed maintenance log for all facilities summarizing the work performed during the prior year.

8. USE OF CITY MAINTENANCE EQUIPMENT

8.1 Use of Installed Equipment

- a) The City will permit the Contractor to use the existing cranes and hoists permanently installed at some of the pumping and treatment facilities that are City property.

- b) The City does not warrant or guarantee against the possibility that safety or environmental hazards or potential hazards may exist at the facilities where work may be performed. The Contractor will be responsible for identifying any hazardous conditions and notifying the City of these conditions in writing within thirty (30) days of agreement award and prior to performing work at a facility.
- c) The Contractor will not use the property or equipment owned by City for any personal advantage, business gain, or other personal endeavor by the Contractor or the Contractor's employees other than in the performance of the work described in this RFP unless otherwise authorized in writing by the City.
- d) The City will be responsible for supplying all utilities for the Contractor's on-site maintenance and repair work including normally available water and electric power supply from the nearest source. The Contractor must supply any temporary piping or wiring required to utilize City utilities. For PRV's and other equipment located in vaults or confined spaces, Contractor is required to provide all necessary temporary utilities.

9. CONTRACTOR PERSONNEL

9.1 Contractor Point of Contact

The City considers the Contractor's Point of Contact to be one of the cornerstones on which a successful contract will be established. It is expected that the Contractor's Point of Contact will need to work closely and cooperatively with the City's Contract Administrator on a regular basis and will 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 field of pump, valve and other mechanical systems and equipment maintenance.

In addition, the Contractor's Point of Contact will represent any Subcontractors retained by the Contractor to perform City work. 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.

9.2 Selection of Personnel

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

The Contractor will include, and will describe in detail in its proposal an employee training, improvement, and certification program.

9.3 Changes in Personnel

The Contractor's Point of Contact will not be changed without prior consultations with the City, except that the Contractor's 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.

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 RFP.

10. QUALITY ASSURANCE PROGRAM

Contractors need to be fully aware that the City relies on the electrical equipment and systems at the pumping stations to provide drinking water to City residents. As a result, the availability and reliability of the equipment is of the essence. With this in mind, the Contractor must demonstrate its commitment to quality by establishing and/or maintaining a quality assurance program to control the quality and timeliness of the work.

The Contractor will implement a Quality Assurance Program for the management of the service delivery requirements of this RFP. The program will include provisions for providing a high level of customer service, reducing repairs and replacement costs incurred by the City, and reducing equipment down time. The Contractor will include a detailed description of its proposed Quality Assurance Program in its proposal. This part of the Contractor's proposal will address, at a minimum, the following items:

- Maintenance and Repair Performance
- Cost Reduction Initiatives
- City and Employee and Training Programs
- Alliance with Manufacturers
- Parts Availability

The Contractor's proposal will, in addition, define a recommended role for the City in the quality assurance program.

11. TOTAL CONTRACT COST

Any contract resulting from this RFP will have five cost components: Annual Inspection and Maintenance Cost, Annual Maintenance Recommendations Report, labor rates for Unscheduled On-Call Service, labor rates for Emergency Service, and an allowance for spare parts procurement. The Contractor's proposal will contain an itemized cost proposal in the tabular format described in Appendix C. The quantities shown on the Proposal Form in Appendix C are estimates only and do not obligate the City in any way. In addition, an itemized list of

employees and equipment and the corresponding billing rates must be provided as discussed in the following sections. Each major cost component of the contract is described below.

The Annual Inspection and Maintenance portion of the Contract will be awarded to one firm only. The City reserves the right, if it is determined to be in the best interest of the City, to award some or all of the remaining portions of the Contract to one or more firms.

11.1 Annual Inspection and Maintenance

Annual Inspection costs are those costs incurred by the Contractor for annual inspection (Semi-annual for the traveling and step screens including adjustments to be made) and maintenance services, as defined throughout this RFP. The Contractor will develop an annual fixed price cost proposal for the provision of all annual inspection and maintenance that is inclusive of subcontractors, transportation, labor costs, and all small tools and equipment required.

11.2 Annual Maintenance Recommendations Report

The annual facility evaluations will be included as a lump sum component of the project cost. The lump sum cost must include all labor costs, transportation costs, equipment costs, and production costs associated with the on-site evaluation of the water distribution facilities, the evaluation and summation of the maintenance items identified, the cost estimation and prioritization of the items, and the preparation and submittal of the required bound reports.

11.3 Unscheduled On-Call Services

Unscheduled On-Call Service costs are those costs incurred by the Contractor to provide unscheduled maintenance and repair as defined throughout this RFP. 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 electricians, 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 pump alignment equipment, welding machine, hoists, cranes, vibration analysis equipment, air releases, strainers and microfiltration membrane units, etc.

Costs for diving work must include all required equipment including video equipment for clearwell inspections and must include all costs for mobilization and demobilization including sterilization. Costs associated with confined space entry including the cost for atmospheric monitoring equipment and additional personnel required by safety regulations should be separated from the costs associated with personnel entry and involved in the maintenance or repair activities within the confined space.

The City will pay the agreed labor and equipment rates for all unscheduled services delivered that are approved by the City per the terms of this RFP. Parts, supplies, equipment, and materials are approved by the City as part of unscheduled services will be paid by the City on a net cost basis as defined below. For jobs in excess of \$1000, the City may request a not-to-

exceed cost proposal for a defined scope of work. Under this type of negotiated work, the City will process payments submitted as a percent of the not-to-exceed cost and will not pay hourly rates for labor or equipment use.

11.4 Emergency Services

Emergency On-Call Service costs are those costs incurred by the Contractor to provide emergency maintenance and repair as defined throughout this RFP.

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 master mechanics, 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, pump alignment equipment, welding machines, hoists, cranes, vibration analysis equipment, etc. The City will pay the agreed equipment and labor rates for all emergency services delivered that are approved by the City per the terms of this RFP. Parts, supplies, and materials delivered to the City, as part of emergency services will be paid by the City on a net cost basis, as defined below.

11.5 Equipment and Parts Allowance

Equipment and parts used during the course of this Contract will be purchased separately under the equipment and spare parts allowance. The cost shown in the Proposal Form is an estimated amount only and does not obligate the City to purchase any equipment or spare parts under this Contract.

11.6 Definitions

11.6.1 Net Cost

In invoicing the City for unscheduled and emergency maintenance and repair, the Contractor may only charge the City the Net Cost for parts, equipment, rented equipment and subcontracted services. The net cost of parts, equipment, and rented equipment shall be defined as the Vendor's invoice cost plus fifteen percent (15%) markup. Subcontractor invoices are allowed a Ten percent (10%) markup for services and goods, in accordance with Section 5.1.5. The Contractor's invoices to the City for unscheduled and emergency services shall include copies of actual invoices from the manufacturers, suppliers or subcontractors supplying parts, equipment or services to the Contractor. The Contractor shall not charge administrative labor costs related to procurement or utilization of parts, rented equipment or subcontracted services.

11.6.2 Unusual Costs

The Contractor may petition the City for an adjustment to the Annual Inspection and Maintenance cost at reasonable times on the basis of unusual changes in the Contractor's cost of doing business. For purposes of this section, 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.

11.6.3 Cost Adjustment for Changes in Equipment

The annual inspection cost will be adjusted to correspond to changes in the equipment at the various pumping stations. These adjustments may be negotiated after three months or four times during the contract year.

11.7 Invoicing Policies and Procedures

11.7.1 Frequency

The City will accept either one invoice per month or one invoice per quarter for Annual Inspection and Maintenance services. In addition, the City will accept no more than one invoice per month for costs incurred for unscheduled and emergency services provided during the preceding month or not previously invoiced. The invoices shall be submitted together.

11.7.2 Format

- a) The invoice must include a description of the work performed and copies of the service reports for all work performed during the prior period.
- b) Invoicing for unscheduled and emergency service costs: 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 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) For negotiated not-to-exceed work as discussed in Section 5, the Contractor must indicate the work completed for the month and estimate the percentage of the total work completed. For larger jobs, the City may request a schedule of values to assist with determining the percent complete during the billing period. The schedule of values would be prepared by the Contractor but must be approved by the City.
- d) When invoicing miscellaneous materials and supplies with an aggregate value of \$100 or less, a detailed breakout of the items and component costs need not be included with the invoice.
- e) A copy of the new entries to the maintenance and repair log must be provided with each invoice.

- f) The Contractor shall include invoicing for the lump sum annual evaluation and report preparation as a component of the monthly bills. It is anticipated that the annual evaluation will be performed shortly after the notice to proceed is issued and that billing of the lump sum item for that work will be accepted after submittal of the required bound report.
- g) On a Quarterly basis, provide a running total summary (Year to date) of hours utilized in each unscheduled and emergency line item in the Proposal Form.

11.7.3 Certification and Payment

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. Any unused material and tools must be returned to the City.

The City will pay the Contractor within sixty (60) 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.

11.7.4 City's Right 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.

12. CONTINUITY OF SERVICE

12.1 Notice of Intent Not to Renew

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.

12.2 Phase In – Phase Out

If, upon expiration or termination of the contract, 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.

II. PROPOSAL SUBMISSION REQUIREMENTS, GUIDELINES AND CONSIDERATIONS

1. PROPOSAL SUBMISSION

1.1 Pre-Proposal Conference

It is recommended that interested parties attend the pre-proposal conference and tour of the City of Wilmington pump station and treatment facilities which will be held at a time and date to be confirmed at the following location;

Louis L. Redding City-County Building
6th Floor – Department of Public Works
800 French Street
Wilmington, Delaware 19801-3537

All interested Contractors must provide notice of their intent to attend the conference and the names of their attendees to Mr. Sam Baise, Jr. at (302) 573-5788.

1.2 Proposal Submission Address

Proposals shall be received by the City of Wilmington at the following location:

Louis L. Redding City-County Building
5th Floor – Division of Procurement and Records
800 French Street
Wilmington, Delaware 19801-3537

1.3 Number of Copies

One (1) original and six (6) copies of each proposal must be submitted in a sealed container marked with the Contractor's name and the reference number for this RFP. Each Contractor's Technical and Cost Proposals must be bound together within the Contractor's Proposal.

1.4 Late Proposals

Any proposal received after the date and time specified above *will not be considered* for contract award and will be returned to the Contractor unopened.

1.5 Penalties for Misrepresentation

Any material misrepresentation in the Contractor's proposal could result in termination of the contract, or any other appropriate administrative sanctions and/or legal actions.

2. PROPOSAL SIZE, CONTENT, AND ORGANIZATION

A proposal will set forth full, accurate, and complete information as required by this section and other sections of this RFP. Proposals will be arranged in two parts. Part I will be titled and consist of the “Technical Proposal” and Part II will be titled and consist of the “Cost Proposal”.

2.1 Technical Proposal

Part I of the Contractor’s proposal will present the technical elements of the proposal and must consist of the following sections:

2.1.1 Corporate Overview

This section of the proposal will present an overview of the Contractor’s organization and will include the firm’s name, address, phone and fax numbers; the firm’s history; appropriate company’s state and federal registration numbers; name, title, address, and phone number of the firm’s representative for the proposal; the firm’s annual reports or financial statements for the past three (3) years. The financial reports can be appended to the proposal.

The proposal will describe in detail the firm’s capabilities to perform the Specialized Services listed in Section 5.1.6. A list of all specialized equipment that the Contractor owns should also be included as well as a listing of the specialized equipment that the Contractor would rent. The specialized equipment that would be used without cost to the City should be identified along with the specialized equipment which would be rented and billed to the City.

The proposal will also provide a list of all manufacturers and products for which the Contractor is an authorized distributor of spare parts and equipment or certified repair facility.

NOTE: As part of the qualification process, all firms must demonstrate at least two successful projects of similar size, scope and complexity, for municipalities of similar size to the City.

2.1.2 Approach

The main objective of this Request for Proposals is to continue to improve the delivery of electrical systems maintenance and repair services and to reduce overall maintenance related costs. The Contractor should clearly outline its methodology and approach to achieve these goals as an integral part of this section.

This section of the proposal will consist of a statement of understanding concerning the objectives of the proposed relationship and how the objectives may best be accomplished. It also will present a detailed description of the Contractor’s proposed approach to providing each of the services specified in this RFP. This section will describe the services to be provided, will provide the services, how the services will be provided, and the management systems the Contractor will use to support provision of services and accomplishment of performance objectives and standards.

Any requirements for sub-contracting services required to perform the maintenance and repair work normally expected with the electrical equipment at the pumping stations service must be fully described. If the Contractor desires to use a subcontractor in the performance of the work and the subcontractor is not named in the Contractor's proposal, the use of the subcontractor must be approved prior to their participation in this project. Approval of subcontractors at a later date as the project proceeds is not assured. The use of DBE subcontractors is encouraged.

Thus, this section will include a description of things such as the processes to be used to schedule services to minimize disruption to the conduct of the City's business, to control the quality of services provided, to track the work that is accomplished, and to otherwise accomplish the City's objectives. The Contractor must ensure that each of the requirements of the RFP is clearly and completely discussed in this section of the proposal.

2.1.3 Service Alternatives and Exceptions

This section of the proposal provides the Contractor the opportunity to suggest alternatives to the scope of services and conditions set forth in this RFP which, in the Contractor's judgment, will further advance accomplishment of the City's maintenance objectives. Also, the Contractor must state in this section whether it takes exception to any provision set forth in this RFP.

The City prefers to receive technical proposals that are inclusive of all provisions set forth in this RFP without exception and to have Contractors define alternatives in terms of changes in the technical and cost proposals which will enable the City to clearly and consistently evaluate the merits of these alternatives relative to the scope of services and conditions set forth in this RFP.

This section is mandatory. Failure of a Contractor to include this separate section in its proposal will confirm that the Contractor takes no exception to the terms and conditions specified in this RFP, and offers no alternative terms and conditions.

2.1.4 Organization and Staffing

This section will present the Contractor's proposed organization structure, and will present a staffing chart showing specific job classifications, number of employees and full-time equivalent employees (FTE) by position; and reporting relationships. The point of contact for this contract should be identified as well as the back-up person and methods proposed to ensure responsiveness to City requests. Résumés for all key maintenance positions will be provided in sufficient detail to be able to determine the nature and depth of each individual's relevant experience and their relationship to the Contractor.

If subcontractors are anticipated to perform a regular part of the work, include details of organization and staffing of the subcontractor in the proposal.

2.1.5 Qualifications and Experience

In this section of the proposal the Contractor will describe its track record in performing services comparable to those specified in this RFP, and information relevant to making a determination as to the ability of the Contractor to perform these services. The Contractor will describe its

experience with equipment similar to the full range of pumps, valves and mechanical equipment and systems in the City's water pumping facilities.

This section will include a list of all work of this nature the Contractor has performed within the past five years. This list will include the name of each client, a client contact and telephone number, the size and composition of the client facilities, the scope of services provided, and effective dates of the contract with this client, and the annual contract cost. NOTE: As part of the qualification process, all firms must demonstrate at least two successful projects of similar size, scope and complexity, for municipalities of similar size to the City.

If subcontractors are anticipated to perform a regular part of the work, include details of qualifications and experience of the subcontractors in the proposal.

2.2 Cost Proposal

Part II of the Contractor's proposal will present the business elements of the proposal and must consist of the following sections:

2.2.1 Annual Inspection and Maintenance Cost Proposal

The Contractor must use the Proposal Form (Appendix C) for the presentation of its Annual Inspection cost proposal. Contractors are to submit one lump sum cost for the Annual Inspection inclusive of all parts, supplies, equipment, outside services, overhead costs and general administrative costs as well as reporting requirements including preparation and updating of the maintenance log.

2.2.2 Annual Maintenance Recommendations Report Cost Proposal

The total costs for the annual evaluation of City water distribution facilities as described in Section 5, Paragraph 5.1.1 must be included in the separate lump sum item included in the Proposal Form attached in Appendix C.

2.2.3 Unscheduled On-Call Cost Proposal

The Contractor must include in its response to this RFP its proposed Unscheduled On-Call labor rates for all labor designations including electricians, technicians, 2 person crews, 3 person crews, welders, riggers, machinists, laborers, etc. Similarly, the Contractor must include a list of equipment rental rates for equipment that it owns which would be utilized at cost to the City. These labor and equipment rental rates (such as vibration alignment equipment, megometers and infrared equipment) will establish the maximum rate that the Contractor will charge for providing these unscheduled services. Cost for parts and supplies should not be included in the unscheduled on-call services. The total contract cost will be established in the Proposal Form (Appendix C) which must be completed as part of the cost proposal. The quantities shown on the Proposal Form are estimates for comparison only and do not obligate the City in any way.

2.2.4 Emergency Services Cost Proposal

The Contractor must include in its response to this RFP its proposed Emergency Services labor rates for all labor designations including lead mechanics, 2 person crews, 3 person crews, welders, riggers, machinists, laborers, etc. Similarly, the Contractor must include a list of equipment rental rates for equipment that it owns which would be utilized at cost to the City. These rates will establish the maximum rate that the Contractor will charge for providing these emergency services. Cost for parts and supplies should not be included in the emergency services. The total contract cost will be established in the Proposal Form (Appendix C) which must be completed as part of the cost proposal. The quantities shown on the Proposal Form are estimates for comparison only and do not obligate the City in any way.

2.2.5 Equipment and Parts Allowance

Equipment and spare parts used during the course of this Contract may be purchased separately under the parts allowance set forth in Appendix C.

2.2.6 Diving Work

The proposal by the CONTRACTOR will include an allowance for a diving crew. At this time, the amount and locations of the diving are not defined nor are the emergent or non-emergency nature of the dives. Therefore, an allowance will be included in the Proposal, and the successful respondent will negotiate a proposed daily rate for a diving crew to perform inspections and cleanings at the intakes and clearwells as a planned item if it becomes necessary. Crew sizing must be in accordance with OSHA regulations. If diving services are subcontracted, they are subjected to the provisions for subcontractors as stated elsewhere in the RFP. Emergency type dives will be considered on as needed basis.

2.3 Contractor Selection Process

The City will evaluate all proposals submitted in detail. This RFP is not to be construed as a guarantee that a contract will be awarded. The City expressly reserves the right to reject all proposals received and to have all or a portion of the work performed by its own personnel. Furthermore, the City expressly reserves the right to reject any and all proposals for any reason, and to waive any of the terms, conditions, and provisions contained in the RFP. Such waiver will be at the discretion of the City, to the advantage of the City, and in the City's interest.

A City team will review and evaluate all proposals submitted in response to this RFP. The Committee will conduct a preliminary evaluation of all proposals on the basis of the information provided in the technical proposal. The City reserves the right to make on-site visitations to assess the capabilities of individual Contractors and to contact references provided with the proposal. In addition, the City may arrange for discussions with firms submitting proposals, if required, for the purpose of obtaining additional information or clarifications. Following the review of technical proposals, the team will conduct a similar review of cost proposals.

Based upon the results of the evaluation by the team, the City may elect to interview the top ranking Contractor(s). The City will consider the following attributes of each Contractor's proposal in making this determination. *Contractors should not construe the order of these attributes as a measure of their relative importance in the evaluation.*

- Organization and staffing
- Point of Contact and other key personnel qualifications and experience
- Contractor financial capability, qualifications, and experience in electrical equipment and systems maintenance and repair.
- Understanding of the project
- Responsiveness to RFP requirements
- Proposed exceptions and innovations
- Approach to providing services
- Quality assurance plan
- Overall cost
- Itemized labor and equipment rates

The team will enter into negotiations with the highest rated qualified Contractor if the team considers it to be advantageous to the City. The Contractor and the evaluation team may negotiate any changes desired in the RFP if deemed in the best interest of the City. If a satisfactory proposed agreement cannot be negotiated with the highest rated qualified Contractor, negotiations will be formally terminated. Negotiations will then be undertaken with the second most qualified Contractor, and so on until an agreement is reached or the City formally rejects the remaining proposals or cancels the solicitation process.

2.4 Award As An Entirety

The City requests Respondents to include costs for all items for the purpose of Evaluation of Proposals. While the proposals are asked for by items, the Contract may or may not be awarded by items, and may or may not be awarded as an entirety.

The City reserves the right to award this Contract or a portion thereof to more than one Responder.

III. GENERAL CONTRACT PROVISIONS

1. BIDDING PROVISIONS

1.1 Officials Not to Benefit

Each Contractor shall certify, upon signing a bid or proposal, that to the best of his or her knowledge, no City of Wilmington official or employee having official responsibility for the procurement transaction, or member of his or her immediate family, has received or will receive any financial benefit relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the bid or proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension of debarment or rescission of the contract made, or could affect payment pursuant to the terms of the contract.

1.2 Prohibition Against Uniform Pricing

In submitting a bid, each Contractor shall, by virtue of submitting a bid, guarantee that it has not been a party with other Contractors to an agreement to bid a fixed or uniform price. Violation of this guarantee may render void the bids of participating Contractors.

1.3 Freedom of Information Act

The City of Wilmington is required to comply with the State of Delaware Freedom of Information Act, 29 DEL.C. §10001. et seq. Unless specifically exempted (e.g. trade secrets), all information submitted by the Contractor to the City may be subject to disclosure by the City upon proper request thereafter. The Contractor shall specifically indicate all information that it considers confidential by clearly marking it as such.

2. GENERAL AREAS

2.1 Indemnification

Contractor shall defend, indemnify and hold harmless the City, its agents, officials, and employees against any and all claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, costs and expenses (including reasonable attorney's fees), which may otherwise accrue against the City in consequence of the granting of this contract or which may otherwise result there from, if it shall be determined that the wrongful or omission act was caused through the negligence or error of the Contractor or its employees, or that of its Subcontractors', if any; and the Contractor shall, at his or her own expense, appear, defend, and pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith.

If any judgment shall be rendered against the City in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same. The Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise

provided by the Contractor shall in no way limit the responsibility to indemnify, keep and hold harmless and defend the City as herein provided.

2.2 General Guaranty

Contractor agrees to:

Save the City, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition; secret process, patented or unpatented invention; article or furnished or used in the performance of a contract for which the Contractor is not the patentee, licensee or owner.

Protect the City against defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.

Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to his or her own work or to the work of other contractors, for which his or her workers are responsible.

Pay for all permits, licenses and fees and give all notices with all laws, ordinances, rules and regulations of the City. The Contractor shall obtain all licenses and permits required for the performance of the work specified in this RFP. Licenses and permits included but are not limited to a license to do business in the City of Wilmington, fire code permits, commercial driver's licenses, and various mechanic certifications.

Protect the City from loss or damage to City-owned property while it is in the custody of the Contractor.

2.3 Guarantee and Warranties

All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to before final payment on the contract is made. Unless otherwise stated, manufacturer's standard warranty applies.

2.4 Service Contract Guaranty

Contractor agrees to:

Furnish services described in the solicitation and resultant contract at the times and places and in the manner and subject to conditions therein set forth provided that the City may reduce the said services at any time.

Enter upon the performance of services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence.

All work and services rendered in strict accordance with all laws, statutes, and ordinances and the applicable rules, regulations, methods and procedures of all government boards, bureaus, offices and other agents.

Allow services and Contractor facilities to be inspected or reviewed by an employee of the City at any reasonable time and place selected by the City. The City of Wilmington shall be under no obligation to compensate Contractor for any services not rendered in strict conformity with the contract.

Stipulate that the presence of a City Inspector shall not lessen obligation of the Contractor for performance in accordance with the contract requirements, or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax or release any of the requirements of the contract documents. Any omissions or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material. Notification of an omission or failure will be documented by the City.

2.5 Misrepresentation

In all areas of Contractor's provision of service and interaction with the City, Contractor will bargain in good faith and with full disclosure.

Purposeful misrepresentation to the City of any information on behalf of Contractor can be terms for immediate cancellation of contract without further obligation on the City's part.

2.6 Termination for Cause and Default

In the event the Contractor shall default in any of the terms, obligations, restrictions or conditions in the contract, the City shall give written notice by certified mail, return receipt requested to the Contractor of the default and that such default shall be corrected or actions taken to correct such default shall be commenced within ten (10) calendar days thereof. In the event the Contractor has failed to correct the conditions of default or the default is not remedied to the satisfaction and approval of the City, the City shall have all legal remedies available to it, including, but not limited to termination of the contract in which case the Contractor shall be liable for all procurement and reprocurement costs and any and all damages permitted by law arising from default and breach of Contract.

In the event of default, the Contractor agrees to surrender peacefully any equipment or supplies and cooperate to the extent necessary to enable the City or another Contractor to take over and carry out the services herein described. All payments by the City, except for those services previously rendered or costs incurred and reimbursable to the Contractor pursuant to this contract shall cease. The Contractor agrees that in the event it disputes the City's right to invoke the provisions of this section it will not seek injunctive or other similar relief, but will either negotiate an adjustment of the matter with the City or seek, as its remedy, monetary damages in a court of competent jurisdiction.

2.7 Audit Rights

The City reserves the right to audit the records of the Contractor at any time during the performance and term of the contract and for a period of three (3) years after completion and acceptance by the City. If required by the City, the Contractor shall agree to submit to an audit by an independent certified public accountant selected by the City. The Contractor shall allow the City to inspect, examine and review the Contractor's records at any and all times during normal business hours during the term of the contract.

2.8 Assignment

The Contractor shall not assign, transfer or subject the contract or its rights, title or interests or obligations therein without the City's prior written approval.

Violation of the terms of this paragraph shall constitute a breach of the contract and the City may, at its discretion, cancel the contract and all rights, title, and interest of the Contractor shall thereupon cease and terminate.

2.9 Insurance

The Contractor shall obtain at its expense, at a minimum, insurance coverage as set forth below within ten (10) days of contract award, send a duplicate copy of the insurance policies to the City and keep such insurance in force throughout the contract period. All insurance provided by the Contractor as required by this section, except comprehensive automobile liability insurance, shall set forth the City as an additional insured. All Insurance shall be written with responsible companies licensed by the State of Delaware with a duplicate copy to be sent to the City within ten (10) days of contract award. The policies of insurance shall provide for at least thirty- (30) days written notice to the City prior to their termination.

Public Liability and Property Damage Insurance: Insurance against liability for personal and bodily injury and property damage in the amount of \$1,000,000 for each individual and \$2,000,000 in the aggregate (liability) and \$1,000,000 (property).

Workers' Compensation: The Contractor shall carry Workers' Compensation insurance covering all of its employees employed upon the premises and in connection with its other operations pertaining to this agreement. The Contractors shall agree to comply at all times with the provisions of the workers' compensation laws of the State of Delaware.

Comprehensive Automobile Liability Insurance: The Contractor shall carry comprehensive automobile liability insurance applicable to owned, non-owned, and hired vehicles against liability for bodily injury and property damage in an amount not less than that required by laws of the State of Delaware.

2.10 Performance and Payment Security

Prior to contract execution and within ten (10) days after the date of award, the successful Contractor shall provide the City with performance security securing performance and fulfillment of the Contractor's obligations under the contract in the form of a bond, certified check payable to the "City of Wilmington Treasurer," or irrevocable letter of credit issued by an insured financial institution. Due to the essential and critical nature of goods and services being specified in this RFP, the performance security shall be in an amount equal to 50 percent of the current year's Annual Inspection Budget.

Thirty (30) days prior to the expiration of each contract year, the Contractor shall submit performance security, in an amount such that the total security remains equal to 50 percent of the contract's cost for the upcoming year if the City and the Contractor agree to extend the contract. The performance security will be returned to the Contractor upon satisfactory performance sixty (60) days after expiration or termination of this contract.

Any change in work, extension of time, or termination of this contract, shall in no way release the Contractor or any of its sureties from any of their obligations.

The City's failure at any time to require performance of any provisions thereof by the Contractor shall in no way affect the right of the City thereafter to enforce same. Nor shall any waiver by the City or any breach of any provision hereof be taken or held to the waiver of any succeeding breach of such provision or as a waiver of any provision itself.

2.11 Disclosure of Information

No information regarding the Contractor's performance of the contract shall be disclosed by the Contractor to anyone other than the City unless written approval is obtained in advance from the City.

2.12 Safety Requirements

The Contractor shall furnish adequate safety equipment and comply with the various OSHA regulations established by the Federal Government, the State of Delaware and amendments and changes that may occur from time to time.

All work will be conducted in a safe manner and will comply with the requirements of State and local rules and regulations and OSHA safety standards. Prior to commencement of the work, the Contractor will meet in conference with a representative from risk management to discuss and develop a mutual understanding relative to the administration of the City safety program.

If at any time the Contractor fails or refuses to comply with Federal, State, or City safety requirements, the City may issue an order to stop all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop order will be made the subject of any claims for excess cost, damages or extension of time against the City, its agents or employees.

3. EMPLOYMENT PROVISIONS

3.1 Goal Statement for Disadvantaged Business Participation

In order to expand opportunities and insure fair participation for disadvantaged individuals and businesses in its professional services contracts, the City has set a goal of 10% Disadvantaged Business Enterprise (DBE) participation for its procurement of such services.

Except to the extent that the City determines otherwise, the Contractor shall endeavor to achieve and show evidence of good faith efforts to contract with disadvantaged individuals or businesses.

In the performance of any contract resulting from this RFP, the Contractor agrees to make its best efforts to include DBE as subcontractors.

Question regarding the DBE program should be directed to the City's EEC/Contractor Compliance Office at (302) 576-2131

3.2 Non-Discrimination Policies

In the performance of this contract, neither party shall discriminate nor permit discrimination on the basis of race, sex, age, religion, creed, handicap, or national origin.

3.3 EOE Notices in Advertising

The Contractor must comply with equal opportunity employment statutes and regulations in advertising and hiring practices.

APPENDIX A

Equipment List

Station: ALPOCAS PUMPING STATION

APPENDIX A
EQUIPMENT LIST
City of Wilmington
Department of Public Works

High Service Finished Water Pumps

Pump No.	Type	Capacity	Size	Manufacturer
No. 1	Vertical	1800 gpm	1800 rpm/ Ft TDH	Peerless
No. 2	Vertical	1800 gpm	1800 rpm/ Ft TDH	Peerless
No. 3	Vertical	1800 gpm	1800 rpm/ Ft TDH	Peerless

Station Valves

Type	Size	Quantity	Manufacturer
Swing Check Valve	12"	3	n/a

Station: BRANDYWINE MEMBRANE PLANT

APPENDIX A
EQUIPMENT LIST
City of Wilmington
Department of Public Works

Backflow Preventers

Type	Size	Quantity	Location
Reduced Pressure Zone	1-1/2"	2	Coagulant System, Hypo
Red. Pres. Zone (Watts Mod. 909RP)	4" Dbl Check	1 (S/N: 227136)	Chem Storage Pumps

Hoists

Type	Size	Quantity	Manufacturer
Hoist (Loading Dock)	2 Ton	1	ACC Wrightway
Hoist (2nd Floor Maintenance Shop)	1 Ton	1	CM Lodestar "L"
Hoist (Low Service Pumps)	3 Ton	1	McDal
Hoist (Overhead at Door)	3 Ton	1	

Membranes

Microza Microfiltration Modules – 0.1 micron rater (Pall Corporation), and all ancillary pumps, valves, actuators and tanks. Four (4) racks of Ninety Four (94) modules each, for a total of 376 modules. Scope includes all valve racks, control equipment, feed pumps, strainers, CIP Equipment, valves and instruments.

Rack Valves - Each rack has the following valves, there are four (4) racks:

Service	Size	Manufacturer
Membrane Feed Block	12"	Tyco/Keystone Pneumatic
Membrane Feed Bleed	2"	Tyco/Keystone Pneumatic
Feed Control Valve	12"	Tyco/Keystone Pneumatic
CIP Block Valve	6"	Tyco/Keystone Pneumatic
CIP Bleed Valve	2"	Tyco/Keystone Pneumatic

CIP Supply Valve	6"	Tyco/Keystone Pneumatic
Lower Drain	8"	Tyco/Keystone Pneumatic
Upper Drain	12"	Tyco/Keystone Pneumatic
Air Scrub Valve	4"	Tyco/Keystone Pneumatic
IT Air Scrub Valve	1"	
Filtrate Side CIP Return Valve	3"	Tyco/Keystone Pneumatic
Feed Side CIP Return Valve	6"	Tyco/Keystone Pneumatic
CIP Return Block Valve	6"	Tyco/Keystone Pneumatic
CIP Return Bleed Valve	2"	Tyco/Keystone Pneumatic
Gravity Drain Valve	2"	Asahi Ball Valve and Actuator
Backwash Valve	10"	Tyco/Keystone Pneumatic
Turbidity Valve	3/8"	Plastomatic
Filtrate Valve	12"	Tyco/Keystone Pneumatic
Filtrate Block Valve	12"	Tyco/Keystone Pneumatic
Filtrate Bleed Valve	4"	Tyco/Keystone Pneumatic
Filtrate Vent Valve	2"	Tyco/Keystone Pneumatic

Pumps

Membrane Feed Pumps

Pump No.	Type	Capacity	Size	Manufacturer
1	Vertical Turbine	4650 GPM	200 Hp/1185 RPM/139 TDH	Layne/Pentair
2	Vertical Turbine	4650 GPM	200 Hp/1185 RPM/139 TDH	Layne/Pentair
3	Vertical Turbine	4650 GPM	200 Hp/1185 RPM/139 TDH	Layne/Pentair

All three are Layne Model 1100AW, 2 stage Vertical Turbines, each with 480V US Motors, Inverter Duty
Each with Apco Slanting Disc Check Valve Model 814-2 (14"), Each with DeZurik A-39834
Butterfly Valves (14-inch), Pumps Installed in 2012. S/N: 2201139-1; -2 and -3.

Backwash Pumps

Pump No.	Type	Capacity	Size	Manufacturer
1	Centrifugal	752 GPM	20 Hp/1800 RPM/71 TDH	Layne/Pentair
2	Centrifugal	752 GPM	20 Hp/1800 RPM/71 TDH	Layne/Pentair

Both are Aurora Centrifugal Pumps by Pentair, Type 344A BF, with 230/460V Baldor Motors Baldor Cat No. EM2334T, Each with Apco Slanting Disc 6" Check Valve, Each with 6" DeZurik Valves on inlet and outlet, Pumps Installed in 2012. S/N: 12-2224558-1; -2.

Low Service Pumps

Pump No.	Type	Capacity	Size	Manufacturer
1	Vertical Turbine	5280 GPM	250 Hp	Layne/Pentair
2	Vertical Turbine	5280 GPM	250 Hp	Layne/Pentair
3	Vertical Turbine	5280 GPM	250 Hp	Layne/Pentair

All three are Layne Model 1100AW, 2 stage Vertical Turbines, each with 480V US Motors, Inverter Duty Each with Apco Slanting Disc Check Valve Model 814-2 (14"), Each with DeZurik A-39834 Butterfly Valves (14-inch), Pumps Installed in 2012. S/N: 22000695-1; -2 and -3.

High Service Pumps

Pump No.	Type	Capacity	Size	Manufacturer
1	Vertical Turbine	4340 GPM	450 Hp/331 TDH	Layne/Pentair
2	Vertical Turbine	4340 GPM	450 Hp/331 TDH	Layne/Pentair

Both are Layne Model 1100AW, 3 stage Vertical Turbines, each with 480V US Motors, Inverter Duty Each with Apco Slanting Disc Check Valve Model 814-2 (14"), Each with DeZurik A-39834 Butterfly Valves (14-inch), Pumps Installed in 2012. S/N: 22000740-1; and -2.

CIP Recirculation Pumps

Pump No.	Type	Capacity	Size	Manufacturer
1	Centrifugal		10 Hp/ 68.2' Head	Grundfos
2	Centrifugal		10 Hp/ 68.2' Head	Grundfos

Both are Grundfos Model A97744287-P21216017 with 230/460V Baldor Motors, CAT No. 85600H22

CIP Drain Pumps

Pump No.	Type	Capacity	Size	Manufacturer
1	Centrifugal		10 Hp/ 68.2' Head	Grundfos
2	Centrifugal		10 Hp/ 68.2' Head	Grundfos

Both are Grundfos Model A97744287-P21216017 with 230/460V Baldor Motors, CAT No. 85600H22

Neutralization Pumps

Pump No.	Type	Capacity	Size	Manufacturer
1	Centrifugal		10 Hp/ 68.2' Head	Grundfos
2	Centrifugal		10 Hp/ 68.2' Head	Grundfos

Both are Grundfos Model A97744287-P21216017 with 230/460V Baldor Motors, CAT No. 85600H22

Strainers

Three (3) basket strainers 16-inch located on Membrane floor near the Operators Room. Remove cover, lift basket and wash with water and compressed air to remove all matter

Serial Nos.: 07-2012-10010411; 07-2012-10010412; and 07-2012-10010413

Amiad Self Cleaning Basket Strainers - Model EBS 10 (Installed 2012)

Cat No. 042006-000010, 300 micron 3-inch Exhaust Valves

Each strainer has 16-inch manual Matco-Norca valves on the inlet and outlet (6 total)

Air Compressors

Two (2) Atlas Copco GA22P FF Compressors S/N API 320892/3; 150 psi; 460 volt; 30 Hp

Two(2) Stand Alone Atlas Copco Air Drying Units

Valves

Raw Water Control Valve

One (1) 48-inch Raw Water Valve with Limitorque Actuator MX-40-3, 26 rpm outlet, 230 V

Serial No.: L-1061509

High Service Surge Relief

One (1) Singer Valve Model S106-PG, Set to 130 psi, 14-inch. S/N: NO612-1904-A1

Low Service Surge Relief

One (1) Singer Valve Model S106-PG, Set to 75 psi, 14-inch. S/N: NO612-1904-A2

PRV Between High and Low Service

One (1) Cla-Val Cat No. 12-393-02-BSY, Stock No. 393-02-1K Code XS

Size: 12-inch

Station: BRANDYWINE_SCREEN_HOUSE

APPENDIX A
EQUIPMENT LIST
City of Wilmington
Department of Public Works

Traveling Screens

Type	Size	Quantity	Manufacturer
Traveling Screen	n/a	2	E&I Corporation

Station: **BRANDYWINE PUMPING STATION**

APPENDIX A
EQUIPMENT LIST
City of Wilmington
Department of Public Works

Raw Water Pumps

Pump No.	Type	Capacity	Size	Manufacturer
No. 1	Turbine	9000 gpm	1180 rpm/320 ft TDH	Worthington
No.2E*	Turbine	10,300 gpm	1200 rpm/275 ft TDH	De Laval

Station Valves

Type	Size	Quantity	Manufacturer
Cone Valve - No. 1 VFD	16"	1	Rodney Hunt
Cone Valve - Pump 2E	20"	1	Chapman
Surge Relief - Raw Water	10"	2	Ross

Backflow Preventers

Type	Size	Quantity	Location
Reduced Pressure Zone	2"	1	Finished Water Pump Room

Hoists

Type	Size	Quantity	Manufacturer
Bridge Crane Hoist	15 Ton	1	Maris Brothers
Motorized Hoist	3 Ton	1	Budget S/N 227160

*NOTE: Pump No. 2 is scheduled for replacement in Calendar Year 2021

Station: CARR ROAD TANK

APPENDIX A
EQUIPMENT LIST
City of Wilmington
Department of Public Works

Control Valves

Type

Size

Quantity

Manufacturer

No Equipment

Station: COOL SPRING GATE HOUSE		APPENDIX A	
		EQUIPMENT LIST	
		City of Wilmington	
		Department of Public Works	
Station Valves			
Type	Size	Quantity	Manufacturer
Triple Offset Butterfly Valve	30"	5	Adams - MAK-16
Triple Offset Butterfly Valve	20"	2	Adams - MAK-16
Triple Offset Butterfly Valve	54"	1	Adams - MAK-16
Combined Function Double	30"	2	Adams - AZI Model
Full Port Ball Valve	16"	3	KF Valve w/Rotork Act
Segmented Ball Valve	16"	1	NAF Valve w/Rotork
Backflow Preventers			
Type	Size	Quantity	Location
Reduced Pressure Zone	2"	1	Hypo Room
Hoists			
Type	Size	Quantity	Manufacturer
Bridge Crane Hoist	2 Ton	1	McDal
NOTE: All station Valves listed have Actuators			

Station: COOL SPRING PUMPING STATION

APPENDIX A
EQUIPMENT LIST
City of Wilmington
Department of Public Works

High Service Finished Water Pumps

Pump No.	Type	Capacity	Size	Manufacturer
No. 3	Hozin Split case	4305 gpm	1800 rpm/ Ft TDH	Fairbanks Morse
No. 4	Hozin Split case	4305 gpm	1800 rpm/ Ft TDH	Fairbanks Morse
No. 5	Two Stage	3500 gpm	1200 rpm/150-110 TDH	Worthington

Station Valves

Type	Size	Quantity	Manufacturer
Tilt Disk Check Valve w/Hyd Buffer	12"	2	n/a - Pump No. 5
Check/Isolation Valve	12"	2	Adams - GBZ Model
Bottom Cushion Check *	12"	1	Golden Anderson

*NOTE: This Bottom Cushion Check Valve is scheduled to be installed in Calendar Year 2021, replacing one of the Check/Isolation Valves on Pump No. 3

Station: DISTRIBUTION SYSTEM

APPENDIX A
EQUIPMENT LIST
City of Wilmington
Department of Public Works

Valves

Type	Size	Quantity	Manufacturer
Air Release/Vacuum Valves	6"	3	n/a
Located at 18th and Baynard			
Wills to Porter Air release	2"	3	n/a
Sta 31+71 - Behind 131 Alapocas Rd			
Sta 49+50 - Augustine Cutoff near Edgewood Rd			
Sta 58+12 - Augustine Cutoff near W. Park Dr			
Porter Gate House	2"	1	n/a
Hoopes to 18th Street	2"	14	n/a
Sta 1+07 - 18th St near Baynard - by Monument in park			
Sta 10+05 - N. Park Dr, near curve by Zoo - Traffic Control Needed			
Sta 26+27 - N. Park Dr between I-95 and Wills Pump Station			
Sta 70+60 - Park Drive across from Art Museum - Traffic Control Needed			
Sta 96+15 - In Rockford Park, handicap parking near tennis courts			
Sta 97+80 - In Rockford Park next to tennis courts			
Sta 115+30 - In Rising Sun Rd near end of football field - Traffic Control needed			
Sta 128+00 - In Kennett Pike near Tower Hill School - Traffic Control needed			
Sta 175+60 - Behind 3704 Presidential Dr, near Kennett Pike			
Sta 211+90 - Barley Mill Rd near Fairthorne - Traffic Control Needed			
Sta 252+65 - near 1519 Barley Mill Rd - Traffic Control Needed			
Sta 273+33 - Barley Mill Rd near Bedford Way - Traffic Control Needed			
Sta 298+10 - Barley Mill Rd near Hoopes entrance - Traffic Control Needed			
Sta 308+50 - Next to Hoopes Driveway			

Station: FOULK ROAD PUMPING STATION

APPENDIX A
EQUIPMENT LIST
City of Wilmington
Department of Public Works

High Service Finished Water Pumps

Pump No.	Type	Capacity	Size	Manufacturer
No. 1	Vertical Can 12B	1150 gpm	1765 rpm/ 63 Ft TDH	Peerless
No. 2	Vertical Can 12B	1150 gpm	1765 rpm/ 63 Ft TDH	Peerless

Station Valves

Type	Size	Quantity	Manufacturer
Double Door Check Valve	8"	2	n/a
Surge Relief Valve	8"	1	Ross

Station: GREENHILL TANK

APPENDIX A
EQUIPMENT LIST
City of Wilmington
Department of Public Works

Control Valves

Type	Size	Quantity	Manufacturer
Isolation Valve	n/a	3	n/a

Station: HILLCREST PUMPING STATION

APPENDIX A
EQUIPMENT LIST
City of Wilmington
Department of Public Works

High Service Finished Water Pumps

Pump No.	Type	Capacity	Size	Manufacturer
No. 1	Hor. Split Case	200 gpm	1800 rpm/ 108 Ft TDH	Goulds
No. 2	Hor. Split Case	200 gpm	1800 rpm/ 108 Ft TDH	Goulds
No. 3	Hor. Split Case	200 gpm	1800 rpm/ 108 Ft TDH	Goulds

Station Valves

Type	Size	Quantity	Manufacturer
Swing Check	4"	3	n/a

Station: HOOPES PUMPING STATION

APPENDIX A
EQUIPMENT LIST
City of Wilmington
Department of Public Works

Raw Water Pumps

Pump No.	Type	Capacity	Size	Manufacturer
No. 1	Type L18 Split Case	8350 gpm	1180 rpm/95 ft TDH	De Laval
No. 2	Turbine	7000 gpm	1180 rpm/ Ft TDH	Johnson
No. 3	Turbine	7000 gpm	1180 rpm/ Ft TDH	Johnson
No. 4	Turbine	7000 gpm	1180 rpm/ Ft TDH	Johnson
No. 5	Turbine	7000 gpm	1180 rpm/ Ft TDH	Johnson

Station Valves

Type	Size	Quantity	Manufacturer
Station Valves	12"	5	Chapman
Surge Relief Valves	4"	3	Keily Mueller
Check Valves	12"	5	Checktronics
Right Angle Pressure Reducing	18"	1	Cla-Val

Hoists

Type	Size	Quantity	Manufacturer
Hoist	5 Ton	1	Maris Brothers

Station: KENNETT PIKE PUMPING STATION

APPENDIX A
EQUIPMENT LIST
City of Wilmington
Department of Public Works

High Service Finished Water Pumps

Pump No.	Type	Capacity	Size	Manufacturer
No. 1*	Model 4AB10	500 gpm	1750 rpm/ 75 Ft TDH	Peerless
No. 2*	Model 4AB10	500 gpm	1750 rpm/ 75 Ft TDH	Peerless
No. 3	Model 8A16	1500 gpm	1150 rpm/ 100 Ft TDH	Peerless

* NOTE: Pumps 1 and 2 are scheduled for replacement in the Spring, 2021. New Pumps are to be Patterson Horizontal Split Case 5X5H Model, 950 GPM, 85 TDH, 1750 RPM, 30 HP with mechanical seals

Station Valves

Type	Size	Quantity	Manufacturer
Swing Check	6"	2	n/a
Swing Check	10"	1	n/a

Station: NEW CASTLE PUMPING STATION

APPENDIX A
EQUIPMENT LIST
City of Wilmington
Department of Public Works

High Service Finished Water Pumps

Pump No.	Type	Capacity	Size	Manufacturer
No. 1	Hor. Split Case	1000 gpm	1750 rpm/ 70 psi	Peerless
No. 2	Hor. Split Case	1000 gpm	1750 rpm/ 70 psi	Peerless

Station Valves

Type	Size	Quantity	Manufacturer
Swing Check	10"	2	n/a

Station: ORANGE STREET TUNNEL

APPENDIX A
EQUIPMENT LIST
City of Wilmington
Department of Public Works

Water Pumps

Pump No.	Type	Capacity	Size	Manufacturer
No. 1	Vertical	n/a	n/a	Worthington

Station Valves

Type	Size	Quantity	Manufacturer
Swing Check	4"	1	n/a
Isolation Valve, Manual	4"	1	n/a

Station: PORTER FILTER PLANT

APPENDIX A
EQUIPMENT LIST
City of Wilmington
Department of Public Works

Wash Water Pumps

Pump No.	Type	Capacity	Size	Manufacturer
No. 1	Horiz-Split Case	2500 gpm	1200 rpm/ ft TDH	Goulds
No.2	Horiz-Split Case	2500 gpm	1200 rpm/ ft TDH	Goulds

High Service Finished Water Pumps

No. 2	2 stage Hoz/Splt Case	2100 gpm	1800 rpm/ Ft TDH	Goulds
No. 3	2 stage Hoz/Splt Case	2100 gpm	1800 rpm/ Ft TDH	Goulds
No. 4	Horiz-Split Case	2350 gpm	1800 rpm/ Ft TDH	Peerless

Sludge Pumps

Six (6) Total	Dry Pit Submersible	105 gpm	1750 rpm/13' TDH	Flygt
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Station Valves

Type	Size	Quantity	Manufacturer
Pressure Regulator (Backwash - HPBFV)	20"	1	DeZurik
Surge Relief - Finished Water	12"	1	Ross
Pressure Regulator - Finished Water	8"	1	Ross
Tilt Disk Check (Washwater)	12"	2	Valmatic
Settled Water (Butterfly)	16"	12	DeZurik
Rate of Flow Filter Control (BFV)	12"	12	DeZurik
Backwash Water (BFV)	30"	12	DeZurik
Drain (BFV)	24"	12	DeZurik
Filter to Waste (BFV)	6"	12	DeZurik
Filter to Waste (BFV)	10"	12	DeZurik
Surface Wash (BFV)	8"	12	DeZurik

Note: The Settled Water, Rate of Flow, Backwash, Drain, Filter to Waste and Surface Wash Valves are all Electrically actuated.

Backflow Preventers

Type	Size	Quantity	Location
Reduced Pressure Zone	3/4 to 3"	6	Vac System (1); Carbon (1) Sludge Bldg (1); Lime (2) Hypo (1)

Hoists

Type	Size	Quantity	Manufacturer
Hoist (Maint. Shop)	2 Ton	1	Yale CE Series (D Chassis)
Hoist (Basement)	5 Ton	1	Yale Rail Hugger

Filters

Type	Size	Quantity
Conventional, Anthracite, Sand Gravel With underdrain system	38' x 19'	12

Low Lift Pump Station

Two (2) ABS Dry Pit Submersible Pump, Model AFP D6001 ME 1500/10
 738 mm Impeller; 705 rpm; 201.2 HP; 3 phase; 460 V, 263 Amps
 Serial Numbers: 10304BA-225831(1); 10303BA-225831(1)
 Two (2) Golden Anderson 24-inch Check Valves
 Two (2) DeZurik Butterfly Valves with Rotork Actuators - 24"

Blowers

Two (2) Roots 624RAM Blowers with Sound Enclosure - 10-inch discharge; 3 psig; 75 HP; 1800 RPM
 TEFC Motor - 460 V; V Belt Drive. ISO-220 Synthetic Oil.

Air Compressors (For Lim Silo)

Two (2) FS Curtis ML Series 10 HP; 460 V; 175 psi - P/N: FML 10D97H1S-A4L1G1
 Serial Numbers: ML 10D97J19033/19034
 Two (2) BEKO Drypoint ACC Dryers, with Superfine Filters on Inlet Side - Model No. ACC 35, Code: 4012488
 Serial Nos. 46641 and 46644; 35 SCFM @ 100 psi; min 35 psi; max 232 psi
 2019 - Service Kit XEAC35002

Station: ROCKFORD TANK

APPENDIX A
EQUIPMENT LIST
City of Wilmington
Department of Public Works

Control Valves

Type	Size	Quantity	Manufacturer
Isolation Valve	n/a	3	n/a

Station: WILLS PUMPING STATION

APPENDIX A
EQUIPMENT LIST
City of Wilmington
Department of Public Works

Raw Water Pumps

Pump No.	Type	Capacity	Size	Manufacturer
No. 1	MABSV	9000 gpm	1180 rpm/320 ft TDH	Patterson
No.2	MABS	10,300 gpm	1200 rpm/275 ft TDH	Patterson

Station Valves

Type	Size	Quantity	Manufacturer
Check Valve	14"	2	Checktronics
Surge Relief Valve	n/a	3	Ross
PRV (in Vault)	16"	2	Ross
Reduced Pressure Zone	1-1/2"	1	

Traveling Screens

Type	Size	Quantity	Manufacturer
Step screens	n/a	2	Huber

Hoists

Type	Size	Quantity	Manufacturer
Bridge Crane Hoist	6 Ton	1	Wright Model C Handchain & Weight Trolley

APPENDIX B

**City of Wilmington
DBE Program and Bidders Requirements**



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

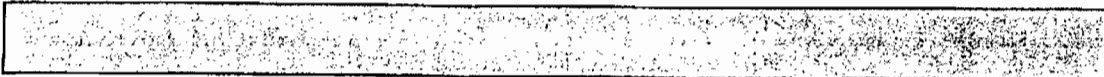
DBE-4: DISADVANTAGED BUSINESS ENTERPRISE – CONTRACT PARTICIPATION REPORT

- 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.



CONTRACT: 22002

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
Marine Solutions 1205902740001	2105 Laurel Bush Rd. Suite 100 Belair, MD 21015	Diving Engineer	\$80,000.00 (EST.)
Total Dollar Amount to be Expended for Disadvantaged Business Enterprises			
Total Amount of Contract	\$636,050.00 / X		
Percentage of Contract used for D.B.E.	16%		

David Guertler Vice President
 Name of Authorized Official of Bidder Title
Municipal Maintenance Co.
 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.

[Redacted]

CONTRACT: 22002

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 Bld "To High" Also Indicate Value)
1. Marine Solutions 23 Fontana Lane Suite 102	Amy M. Kinsie a.willkins@ msinamresolution.com (443) 484-2394	conversation 4/5/17	Dining \$	
2. Rosedale, MD 21237			\$	
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 website for Delaware was searched looking for registered DBE subcontractors.

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.



CONTRACT: 22002 (see attached)

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:
7.		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: _____

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

CONTRACT # 18011

FORM DBE-3

Failure to submit this completed form will be cause for rejection of your proposal (Rev. 10/09)

CITY OF WILMINGTON

DISADVANTAGED BUSINESS REGISTRATION VERIFICATION FORM

1.	NAME: <u>Marine Solutions, Inc</u>		
2.	ADDRESS: <u>23 FONTANA LANE, STE 102, ROSEDALE, MD</u>		
3.	PHONE: <u>443-484-2394</u>	PRODUCT OR SERVICE LINE: <u>ENGINEERING + DESIGN</u>	
4.	TYPE OF FIRM: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Individual <input type="checkbox"/> Other _____		
5.	EMAIL: <u>awilkins@msmarinesolutions.com</u>		
6.	DATE OF ORIGATION OF FIRM: <u>11-8-2006</u> E-Mail: <u>dHUDSON@msmarinesolutions.com</u>		
7.	BUSINESS LICENSES HELD:	CITY: <u>NICHOLASVILLE</u> State: <u>KY</u>	Other:
8.	DISADVANTAGED OWNERSHIP OF FIRM:		
	NAME	OWNERSHIP % OF FIRM	DISADVANTAGED BUSINESS
a.	<u>Amy Wilkins, PE</u>	<u>60%</u>	<u>WBE</u>
b.			
c.			
d.			
e.			
f.			
9.	NON-DISADVANTAGED OWNERSHIP OF FIRM:		
	NAME	OWNERSHIP % OF FIRM	
a.	<u>Don Wilkins</u>	<u>28%</u>	
b.	<u>Sean Chapman, P.E</u>	<u>10%</u>	
c.	<u>Gerald Calia</u>	<u>2%</u>	
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.		

Amy Wilkins
NAME (printed)

Amy Wilkins
Signature

4-18-17
DATE

President
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: 22002

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
Babbitech	122 Industrial Drive Ivyland, PA 18974 (215) 396-9484	Babbit Bearing Repairs	unknown
Bruce Industrial	P.O. Box 10485 Wilmington, DE 19850	Crane Inspections	unknown
Waterman	2503 Edgmont Street Philadelphia, PA 19125 (215) 247-6530	Diving	unknown
Total Dollar Amount to Non-Disadvantaged Business Enterprises	unknown		
Total Amount of Contract	\$ 636,050.00		

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).

David Guertler

Vice President

Name of Authorized Official of Bidder

Title

Municipal Maintenance Co.

3/25/21

Company

Date

APPENDIX C

Proposal Form

Appendix C

PROPOSAL FORM

DATE: 3/25/2021

Proposal 22002 - WDPS

TO: Manager, Division of Procurement
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 “Water Distribution System, Pump, Valve and Miscellaneous Mechanical Equipment Maintenance Services, Proposal No. 22002 - WDPS”, 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: Annual Inspection, Maintenance, and Record Keeping Services for a twelve month Period - Lump Sum = \$ 50,150.00 / ~~XX~~
- ITEM-2: Unscheduled On-call Maintenance and Repair Services consisting of on-site man hours for a lead mechanic in response to specific requests by the City
\$ 107.00 per hr. x 200 hrs. = \$ 21,400.00 / ~~XX~~
- ITEM-3: Unscheduled On-call Maintenance and Repair Services consisting of on-site man hours for a two-person mechanical crew in response to specific requests by the City
\$ 207.00 per hr. x 400 hrs. = \$ 82,800.00 / ~~XX~~
- ITEM-4: Unscheduled On-call Maintenance and Repair Services consisting of on-site man hours for one mechanic in response to specific requests by the City
\$ 72.00 per hr. x 100 hrs. = \$ 7,200.00 / ~~XX~~


ITEM-5:	Emergency Services consisting of <u>on-site</u> man hours for a lead mechanic in response to specific requests by the City \$ <u>107.00</u> per hr. x 100 hrs. =	\$ <u>10,700.00</u> / X
ITEM-6:	Emergency Services consisting of <u>on-site</u> man hours for a two person Mechanical crew in response to specific requests by the City \$ <u>207.00</u> per hr. x 200 hrs. =	\$ <u>41,400.00</u> / X
ITEM-7:	Specialized Services consisting of additional equipment and personnel required for confined space entry \$ <u>26.00</u> per hr. x 100 hrs.	\$ <u>2,600.00</u> / X
ITEM-8:	Specialized Services consisting of shop labor off site \$ <u>69.00</u> per hr. x 200 hrs.	\$ <u>13,800.00</u> / X
ITEM-9:	Equipment, Spare Parts, and Subcontractor Allowance	\$100,000
ITEM-10:	Equipment related to Filter Upgrades at Porter Filter Plant	\$200,000
ITEM-11:	Diving Work Allowance	\$ 50,000
ITEM-12:	Clarifier/Flocculator Spare Parts Purchases Includes Gear Boxes, Primary Drives and similar equipment	\$ 50,000
TOTAL OF ITEMS 1 through 12		\$ <u>636,050.00</u> / X

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

The BIDDER acknowledges receipt of Addendum and or Addenda No. None, 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.

February 15, 2021

FIRM: Municipal Maintenance Co.
ADDRESS: 1352 Taylors Lane, Cinnaminson, NJ
08077
CITY OF WILMINGTON
BUSINESS LICENSE NO: 528
ATTEST: _____
FEDERAL I.D. NO.: 22-1839091
PER: Stephen Guertler
Name (typed or printed)
TITLE: Secretary-Treasurer
SIGNATURE: 
TELEPHONE NO: (856) 786-9434
FAX NO: (856) 786-0642
Email: sguertler@mmc-nj.com

APPENDIX D

Guidelines for Proposal Preparation

Appendix D

GUIDELINES FOR PROPOSAL PREPARATION

Please use the following as a guideline for information to be included in your proposal.

1. Contractors **must** submit at a **minimum** the information provided in these guidelines for themselves and the same information for each of the proposed subcontractors.

1. Business Name and Address
2. Local Address (if Different)
3. Point of Contact (name, base location, and telephone number):
4. Specify type of business and year business established.
5. Specify whether your business is corporation, partnership, or individual.
6. State whether during the past (5) years your firm acquired/merged with another firm, or has the firm changed names. If yes, provide an explanation.
7. Business Phone No. and Fax No.
8. Area of operations and radius of operations from Project Location in miles.
9. Number of employees on staff.
10. References: name of five references (address, phone number and project completion date) for the work applying for. Include the project name and a brief description of the work for each reference.
11. Demonstrate at least two successful projects of similar nature and size for Municipalities of similar or larger size.
12. Provide construction industry experience. At a minimum provide the number of staff available for each of the following categories and provide years of experience under each category.
 - A. low and medium voltage motor control starters (MCC)
 - B. individual circuit breakers and/or controllers
 - C. synchronous motor starters, variable frequency drives and soft starters
 - D. dry-type and oil-filled transformers
 - E. panelboards
 - F. low-voltage switchboards and circuits
 - G. low and medium voltage switchgear

- H. primary and secondary substations, including transformers and circuit breakers
 - I. protective relaying for medium voltage switchgear
 - J. motors for water distribution pumps and various sump pumps
 - K. electrical components of emergency generators and auxiliary engines (i.e. automatic transfer switches, batteries, cables, etc.)
 - L. conduit systems
 - M. heaters and solenoid valves
13. Provide list of subcontractors, their nature of service (trades) being used and subcontractor's name and address.
14. Complete and submit all DBE forms identified in Appendix B

MUNICIPAL
MAINTENANCE CO.

ORIGINAL

City of Wilmington

Department of Public Works

Louis L. Redding City –

County Building

5th Floor – Division of Procurement and Records

800 French Street

Wilmington DE 19801-3537

Water Distribution System

Pump, Valve, and Miscellaneous
Mechanical Equipment
Maintenance Services

Proposal No. 22002WDPS
March 2021

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Appendix A- Municipal Maintenance Company Financial Statements, Licenses, & Bond

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Appendix C- City of Wilmington RFP



PART I: TECHNICAL PROPOSAL
1.1 Corporate Overview

Municipal Maintenance Company
 1352 Taylors Lane
 Cinnaminson, NJ 08077

Phone Number (24hrs/day): (856) 786-9434
 Fax Number: (856) 786-0642
 Email: dguertler@mmc-nj.com

Federal Registration Number: 22-1839091
 State Registration Numbers:
 Delaware: 1-221839091-001
 New Jersey: 6341926500
 Financial Report..... See appendix A

Representative for Proposal:

Stephen Guertler
 Secretary - Treasurer
 22 Richland Drive
 Mount Laurel, NJ 08054
 Office: (856) 786-9434
 Cell: (856) 304-3141
 Email: sguertler@mmc-nj.com

Service Point of Contact:

David Guertler
 Vice President
 115 Westminster Avenue
 Merchantville, NJ 08109
 Office: (856) 786-9434
 Cell: (856) 296-0683
 Email: dguertler@mmc-nj.com

David Guertler
 Vice President
 115 Westminster Avenue
 Merchantville, NJ 08109
 Office: (856) 786-9434
 Cell: (856) 296-0683
 Email: dguertler@mmc-nj.com



Municipal Maintenance Company, "MMC", has been providing first class service in the water and wastewater industry since 1955. The company has always focused on the repair and installation of mechanical equipment. MMC has strived to exceed customer expectations by providing expert service at a reasonable cost. The company prides itself on treating customers with the highest level of respect and fairness. This has allowed MMC to develop strong relationships within the industry. Throughout the company's history MMC has specialized in mechanical equipment inspection and maintenance contracts. MMC has successfully performed mechanical maintenance contracts for the City of Wilmington, City of Philadelphia, City of Trenton, Bucks County Water and Sewer Authority, U.S. Department of Defense, and various local municipalities and state agencies. MMC understands that these commitments require the highest level of service and support.

The company has been owned and operated by William Guertler since 1978. Since the purchase of the company, MMC has experienced strong and steady growth. Today the company is financially stronger than it has ever been.

MMC possesses a wealth of experience in the industry. William Guertler has been working in the industry for over 40 years and managing MMC for over 35 years. Many company employees have more than 25 years of experience. This impressive level of experience and expertise has allowed MMC to continually expand its capabilities.

MMC prides itself in constantly improving and developing ways to cater to our customer's needs. In the past proposal periods, we have expanded our electrical department, added a tank and line cleaning division, and added higher end staff, including professional engineers.

In addition to being the authorized factory repair facility for the past fifteen (15) years, MMC is the exclusive distributor for Grundfos, Peerless and Paco for pumps, motors, drives and spare parts. This will benefit the City by providing the best pricing. MMC is now buying direct from the factory enabling MMC to sell with no additional mark-up. In addition, we have the additional availability of technical assistance on complicated pump related issues.

Mechanical Capabilities:

- Pump inspection, repair, and installation (all types)
- Valve inspection, repair, and installation (all types)
- Welding and fabrication work
- Filtration system maintenance, repair, and installation
- Barscreen fabrication, repair, and installation.
- Babbitt bearing maintenance and repair
- Machine pump and valve components (shop and on-site)
- Dynamic balancing for impellers, shafts, and all rotating equipment
- Metal spraying to repair shafts, bearings, seals, and other wear surfaces
- Ceramic coating for packing sleeves
- Lathe work (max. 88" diameter and 14' length)
- Equipment rigging
- Pipe installation and modification (all types and sizes)
- Tank and pipe cleaning
- Combo vactor / jet truck service
- Valve actuator inspection and repair
- Clarifier drive inspection and repair
- Gearbox repair, rebuild, and installation
- Conveyor system repair and installation

Electrical Capabilities:

- Variable Frequency Drive repair and installation

Programmable Logic Control repair and installation
Complete pump control panel repair, fabrication, and installation
Level control system repair and installation
Motor Control Center repair and installation
Auxiliary generator repair and installation
Transfer switches repair and installation
SCADA system maintenance, repair, and installation
General building electrical repair and installation

MMC has developed strategic relationships with many reputable subcontractors and manufacturers in the water and wastewater industry. The relationships listed below expand MMC's capabilities and provide customers with a greater range of services:

Subcontractor Relationships:

Bruce Industrial Company—Bruce Industrial provides inspections and repair services on cranes and hoists for MMC, including work for The City of Wilmington during MMC's previous maintenance terms.

Waterware Diving – Waterware performs all underwater diving operations for MMC, including work for The City of Wilmington during MMC's previous maintenance terms.

Babbitech – Babbitech repairs Babbitt bearings for MMC.

Factory Authorized Service Center for the following:

Grundfos (Peerless Pump)
Weir Specialties
Fairbanks Morse
Sulzer ABS Pumps
Wilo Pumps
Ovivo Water Technologies
Siemens Water Technologies
Gardner Denver

MMC maintains an extensive inventory of equipment, tools, parts, and materials to serve our customers. The items listed below are all stored and maintained at the company's 40,000 square foot facility located in Cinnaminson, NJ. MMC owns the equipment required to complete the majority of projects, which allows the company to provide immediate response in emergency situations. Our shop is located 45 miles from the City of Wilmington and is centrally located thereby enabling us to provide a quick, rapid response.

Equipment provided at cost:

- Boom truck (30,000 lb lifting capacity)
- Vactor 2001 Combination Jet Vactor truck
- (5) Crane trucks (4,000 lb–6,000 lb lifting capacity)
- Flatbed truck (20 ft. bed, 30,000 GVW)
- Godwin diesel bypass pumps and associated piping
- (3) Temporary generators, (2)125 KW, (1)350KW
- Vibration analysis equipment
- Submersible pumps
- Laser alignment equipment
- Portable lathe
- Portable air compressor (185 CFM)
- Dynamic balancing machine
- Polysonics flow meter
- Clear water flow meter
- Forklifts
- Line stopping air bags (various sizes)
- Portable boring bar
- Confined space breathing apparatus (supplied air)
- Core drills
- 26' self powered scissor lift

Equipment provided at no cost:

- Welding machines
- Hand tools
- Small power tools (Drills, saws, grinders, etc)
- Pneumatic power tools
- Pickup trucks and vans

1.2 Approach:

The City of Wilmington “the City” is one of MMC’s most valued customers and will continue to receive top priority service. The company’s management is dedicated to maintaining the City’s complete customer satisfaction throughout the term of service. The following individuals are available to the City 24 hours a day, 365 days a year.

David E. Guertler
Vice President
Cell Phone: (856) 296-0683
Email: dguertler@mmc-nj.com

Harry Moeller
Senior Mechanic
Cell Phone: (856) 373-1572
Email: hmoeller@mmc-nj.com

Thomas E. Guertler
Vice President / Project Manager
Cell Phone: (609) 304-3263
Email: tguertler@mmc-nj.com

David Foster
Field Service Coordinator
Cell Phone: (609) 304-6025
Email: dfoster@mmc-nj.com

Computerized Approach and “Landport”:

The work performed for the City over the past fifteen years has provided MMC with invaluable experience and knowledge of the City’s systems. MMC has built a database of information containing pertinent information on every job performed for the City. MMC will use this knowledge base and experience to further improve the performance and reliability of the water distribution system. This information will be used to reduce costs and turn-around times on equipment repairs. MMC use of its database along with the city’s Landport Computerized Maintenance System will provide a strong electronically driven maintenance vehicle for the city. MMC is fully prepared and capable in the Landport system.

Inspection Services:

The inspection portion of this maintenance program will continue to play a major role in achieving our mutual goal of increasing reliability and reducing unscheduled down time. The inspection and the maintenance work will continue to be provided by personnel familiar with the City’s equipment and system operation. MMC continues to add additional services within the inspection such as temperature and vibration readings, although not required.

Microfiltration Membrane Units:

With the addition of the membrane filtration plant to the contract this year, we have retained the assistance of a contract employee with extensive experience in this technology. Craig Burmeister, PE of Carlsen Systems, will provide MMC with consulting services as needed for the management of the system. Although this partnership between MMC and Carlsen has been established for this contract, it will not be our primary method of servicing system. Pall Corporation will serve as the primary (95%) sub-contractor for all of this work. Pall Corporation as the manufacturer will be leaned on heavily by MMC.

DBE Goals and Commitment:

MMC is committed to meeting the City's goals in respect to DBE requirements. MMC self performs the majority of our work, so there are limited subcontractor opportunities. MMC will continue to give Marine Solutions, Inc. an opportunity to perform the diving work if agreeable to the City. MMC will also purchase material and equipment from DBE companies whenever possible. MMC will provide a monthly report detailing the amount of participation by DBE firms and what steps were taken to facilitate more participation. In addition to our efforts with subcontractors and suppliers, in excess of 40% of our shop machinist/ pump repair labor hours are accounted for by minorities.

Specialized Services:

The following addresses RFP section 5.1.6 in dealing with our subcontracted services. Details of each subcontractor are provided in Appendix B, C, and E.

Item #	Service	Self Performed by MMC	Subcontracted	Subcontractor Name	DBE?
1	Welding	Yes	No		
2	Babbitt Bearings	Yes	Yes	Babbitech	No
3	Machining	Yes	No		
4	Rigging	Yes	No		
5	Diving	No	Yes	Marine Solutions	Yes
6	Diving (Clearwell)	No	Yes	Waterware Diving	No
7	Crane Maintenance	No	Yes	Bruce Industrial	No
8	Valve Actuators	Yes	No		
9	PRV Maintenance	Yes	No		
10	Tank Cleaning	Yes	No		
11	Pipe & Valve Installation	Yes	No		
12	Pump Maintenance / Laser Alignment	Yes	No		

Quality Control:

MMC will control quality by performing the services with the same individuals that have been working at the City's facilities during the previous maintenance terms. These individuals are MMC's most experienced and skilled workers. Over the past fifteen years, these individuals have acquired a working knowledge of the City's systems and equipment. This knowledge and experience will allow them to avoid mistakes and work proactively in the best interest of the City. MMC feels that this continuity will provide an invaluable benefit towards the City's objectives.

Employee Continuing Education:

MMC is continually striving to improve the knowledge and competency of its workforce through an employee training program. Listed below are examples of how the company pursues this goal:

On the Job Training – MMC relies heavily on our experienced mechanics to train new or less experienced employees. This is an investment that MMC makes at no cost to our customers to ensure that the ability of our work force continually increases.

Management Training & Direction -- Communication is extremely important to the learning process. The MMC shop

superintendent is responsible for distributing technical information either verbally or in writing to all employees. This helps to educate employees and ensure that if a mistake does happen, it is not repeated by another employee. A file of technical information is kept for every pump manufacturer and updated when needed. Employees are encouraged to review this file prior to working on unfamiliar equipment.

OEM Repair Seminars – MMC periodically schedules training seminars with equipment manufacturers. The following manufactures have conducted seminars for MMC in the past:

- Grundfos (Peerless Pump)
- Sulzer/ABS Pump
- SKF Bearings
- Gardner Denver
- Flygt Pump
- Clayton Valve
- Saftronics VFDs
- US Seal Manufacturing Co.
- Golden Anderson Valve
- Belzona Industrial Coating
- Crane Mechanical Seals

1.3 Service Alternatives and Exceptions

Energy Efficiency Analysis – Likely the largest advancement in the water and waste water industry in the past six years has been in the analysis and refurbishment of equipment related to “wire to water” testing. The largest gains in pumping efficiency have been found in the use of coatings such as Belzona. MMC has teamed up with Belzona, the largest efficiency coating manufacture in the world, to further this agenda. MMC will provide preliminary analysis and recommendations regarding this service.

Vibration Analysis–The concept of vibration analysis is not new, but the recent technological advancements are bringing it to the forefront of preventative maintenance plans. It is our recommendation that the City experiments with this growing technology. For this reason, MMC will include vibration measurements in its annual inspection.

Exceptions to Specifications – MMC takes NO exception to the specifications provided in the RFP

1.4 Organization and Staffing

MMC has strived over the years to maintain and expand its skilled work force. Many of our employees have over thirty years of field experience. MMC employs over 50 people of varied background and expertise. The brief backgrounds provided below give some insight to the depth of experience we have to offer.

Primary Point of Contact:

- David E. Guertler
- Vice President
- Years of Related Experience: 20 years
- Years with Company: 15 years
- Background Description: Civil Engineer, Drexel University
- Extensive experience with a variety of rotating equipment in the water and wastewater industry. Overall responsibility for equipment repairs, quality control, scheduling, purchasing, and general shop management.

Secondary Points of Contact:

William M. Guertler
President

6 years Municipal Maintenance Company, Sales

45 years Municipal Maintenance Company, President/Owner

Technical background Spring Garden Institute/Drexel University

General Electric Co.: Three-year training program manufacturing engineering

Three years sales pneumatic/hydraulic equipment

Extensive technical background in the repair and maintenance of pumps and equipment. Responsible for all critical equipment rebuilding.

Thomas E. Guertler
Vice President

Years of Related Experience: 18 years

Years with Company: 17 years

Background Description: Mechanical Engineer, Drexel University

Extensive experience in project management of water and wastewater construction projects; completed various successful projects for The City.

Walter Kanauss
Shop Foreman

Years of Related Experience: 31 years

Years with Company: 3 years

Background Description: Machinist for 31 years. Extensive experience in various water, wastewater, well pumps and motors.

Dave Foster
Field Service Coordinator

Years of Related Experience: 39 years

Years with Company: 12 years

Background Description: Service manager for various industrial trades and plants. Familiar with a wide variety of mechanical equipment, scheduling, quoting, and customer service.

Harry Moeller
Senior Mechanic

Years of Related Experience: 8 years

Years with Company: 8 years

Background Description: Experience with various pump installations, maintenance, inspections and troubleshooting of equipment. Experience with pumps over 50 HP and larger, seal adjustments, packing adjustments, testing and exercising valves.

Mike Cherry
Licensed Electrician

Years of Related Experience: 43 years

Years with Company: 20 years

Background Description: Extensive experience with heavy industrial power and control systems. Extensive experience of plant operations from both electrical and mechanical aspects. Responsible for all electrical projects being performed by MMC. Mike also has over 30 years of experience in checking the operations of controls and instrumentation.

Matt Owens

Electrician – Controls and Construction

Years of Related Experience: 20 years

Years with Company: 12 years

Background Description: Experienced in all phases of electrical construction, and electrical service work. Including water and waste water controls, soft starts, variable frequency drives and actuators.

Roger Arcinese

Electrician – Controls and Construction

Years of Related Experience: 32 years

Years with Company: 4 years

Background Description: Experienced in all phases of electrical construction, and electrical service work. Including water and waste water controls, soft starts, variable frequency drives and actuators.

James Molimock Jr.

Director of Electrical and Mechanical Services, Licensed Electrical Contractor

Licensed Electrical Inspector and Construction Official

A.S. in Electrical Engineering Technology

Years of Related Experience: 21

Years with Municipal Maintenance: 13

Background Description: Experience in all phases of electrical construction, as well as electrical control, design, maintenance, project management, and job estimation.

Mike Hawes

Sales Representative

Years of Related Experience: 40 years

Years with Company: 27 years

Background Description: Familiar with various equipment installations in the water and wastewater industry. Responsible for client relations in Pa and Delaware. Past President of EPWPCOA, Inc. (1998). Secretary/ Treasurer (2000-2005) Pennsylvania Water Environment Association.

Ken Frazier, Millwright / Pump Mechanic

Years of Pump Experience: 42 years

Years with Company: 37 years

Background Description: Extensive experience with vertical and horizontal pump installation, rebuild, and inspection, laser alignment trained. Also, experienced in repairing traveling screens, valves, clarifier drives, and a variety of other equipment. Ken is a licensed crane operator in the state of DE and has over 40 years of experience with capacity testing of the pumps referenced in Appendix A as well as pumps over 50 HP and larger, seal adjustment and inspecting, testing and exercising valves and he is also versed in checking the alignment of couplings and shafts. He is also experienced in performing inspections and maintenance of travelling screens and reviewing maintenance logs to make recommendations to the preventative maintenance procedures.

David Barth, Millwright / Pump Mechanic

Years of Pump Experience: 22 years

Years with Company: 15 years

Background Description: Extensive experience with vertical and horizontal pump installation, rebuild, and inspection, laser alignment trained. Also, experienced in repairing traveling screens, valves, clarifier drives, and a variety of other equipment. David has been factory trained in vibration equipment. Dave also has over 20 years of experience with capacity testing of the pumps referenced in Appendix A as

well as pumps over 50 HP and larger, seal adjustment and inspecting, testing and excising valves and he is also versed in checking the alignment of couplings and shafts. He is also experienced in performing inspections and maintenance of travelling screens and reviewing maintenance logs to make recommendations to the preventative maintenance procedures.

Dave Weiss, Mechanic / Electrician

Years of Related Experience: 31 years

Years with Company: 30 years

Background Description: Extensive experience in rotating equipment and installations. Experienced with laser alignment and vibration testing. Very strong control electrician and troubleshooter. Capable of performing troubleshooting and repairs to VFD's, soft starters, pump control systems, and various other electrical components. Dave also has over 20 years of experience in checking the operations of controls and instrumentation.

John Lopez, On-site Machinist

Years of Related Experience: 46 years

Years with Company: 32 years

Background Description: Performs all on-site machining for pumps and various equipment. Experienced gearbox and pump mechanic

Jeff Tomlin, Mechanic/Millwright

Years of Related Experience: 45 years

Years with Company: 13 years

Background Description: Specialized in vertical turbine pump removal, rebuilding, and reinstallation. Extensive millwright knowledge including piping, welding, rigging, general equipment repairs, and construction practices and has over 40 years of experience with capacity testing of the pumps referenced in Appendix A as well as pumps over 50 HP and larger, seal adjustment and inspecting, testing and excising valves and he is also versed in checking the alignment of couplings and shafts. Jeff is also experienced in performing inspections and maintenance of travelling screens and reviewing maintenance logs to make recommendations to the preventative maintenance procedures.

Construction Industry Experience

A. Low and medium voltage motor control starters (MCC)

Number of Employees: 5

Years of Experience: Jim Molimock – 21 years, Mike Cherry – 43 years, Dave Weiss – 31 years, Matt Owens – 20 years, Roger Arcinese – 32 years.

B. Individual circuit breakers and/or controllers

Number of Employees: 5

Years of Experience: Jim Molimock – 21 years, Mike Cherry – 43 years, Dave Weiss – 31 years, Matt Owens – 20 years, Roger Arcinese – 32 years.

C. Synchronous motor starters, variable frequency drives and soft starters

Number of Employees: 5

Years of Experience: Jim Molimock – 21 years, Mike Cherry – 43 years, Dave Weiss – 31 years, Matt Owens – 20 years, Roger Arcinese – 32 years.

D. Dry-type and oil filled transformers

Number of Employees: 5

Years of Experience: Jim Molimock – 21 years, Mike Cherry – 43 years, Dave Weiss – 31 years, Matt Owens – 20 years, Roger Arcinese – 32 years.

E. Panelboards

Number of Employees: 5

Years of Experience: Jim Molimock – 21 years, Mike Cherry – 43 years, Dave Weiss – 31 years, Matt Owens – 20 years, Roger Arcinese – 32 years.

F. Low-voltage switchboards and circuits

Number of Employees: 5

Years of Experience: Jim Molimock – 21 years, Mike Cherry – 43 years, Dave Weiss – 31 years, Matt Owens – 20 years, Roger Arcinese – 32 years.

G. Low and medium voltage switchgear

Number of Employees: 5

Years of Experience: Jim Molimock – 21 years, Mike Cherry – 43 years, Dave Weiss – 31 years, Matt Owens – 20 years, Roger Arcinese – 32 years.

H. Primary and secondary substations, including transformers and circuit breakers

Number of Employees: 5

Years of Experience: Jim Molimock – 21 years, Mike Cherry – 43 years, Dave Weiss – 31 years, Matt Owens – 20 years, Roger Arcinese – 32 years.

I. Protective relaying for medium voltage switchgear

Number of Employees: 5

Years of Experience: Jim Molimock – 21 years, Mike Cherry – 43 years, Dave Weiss – 31 years, Matt Owens – 20 years, Roger Arcinese – 32 years.

J. Motors for water distribution pumps and various sump pumps

Number of Employees: 5

Years of Experience: Jim Molimock – 21 years, Mike Cherry – 43 years, Dave Weiss – 31

years, Matt Owens – 20 years, Roger Arcinese – 32 years.

- K. Electrical components of emergency generators and auxiliary engines (i.e. automatic transfer switches, batteries, cables, etc.)

Number of Employees: 5

Years of Experience: Jim Molimock – 21 years, Mike Cherry – 43 years, Dave Weiss – 31 years, Matt Owens – 20 years, Roger Arcinese – 32 years.

- L. Conduit systems

Number of Employees: 5

Years of Experience: Jim Molimock – 21 years, Mike Cherry – 43 years, Dave Weiss – 31 years, Matt Owens – 20 years, Roger Arcinese – 32 years.

- M. Heaters and solenoid valves

Number of Employees: 5

Years of Experience: Jim Molimock – 21 years, Mike Cherry – 43 years, Dave Weiss – 31 years, Matt Owens – 20 years, Roger Arcinese – 32 years.

1.5 Qualifications and Experience:

MMC has over 50 years of experience in performing the services required by this RFP. The following section details our customer relationships and work experience as well as our experience with maintenance contracts held over the years.

Grundfos/Peerless Pump:

Of particular importance to the RFP is our relationship with Grundfos (Peerless Pump). MMC recently became the exclusive distributor for Grundfos, Peerless, Paco, Pioneer, and WEG, for pumps, motors, drives and spare parts. This will benefit the city by providing the best pricing. When purchasing from the manufacturers, MMC is buying direct from the factory enabling MMC to sell with no additional mark-up.

MMC is the authorized QRC (Quick Response Center) for Grundfos (Peerless Pump) covering an area from Virginia to New York for the last fifteen (15) years. All rebuilds and service for the factory and dealers in this area are performed by MMC. Having this relationship with Grundfos (Peerless Pump) puts MMC in a superior position to service Grundfos (Peerless Pump) equipment. This factory service relationship can be helpful in regard to warranty items, parts deliveries, factory engineering and technical assistance. Almost 40% of the pumps to be inspected and serviced under this RFP are Grundfos (Peerless Pumps) being an authorized Grundfos (Peerless Pump) QRC center should prove to be a large asset in the servicing of this account. This relationship most frequently benefits us with parts deliveries. MMC can order parts directly from the factory. Parts that are in stock can usually be delivered the following day.

Factory Authorized Service Center:

MMC is presently the factory authorized service facility for nine other equipment manufacturers. In support of the manufacturer's service needs we often work at a distance of 200–300 miles from our shop, (Westboro, MA, Norfolk, VA, Baltimore, MD, Lorton, VA, Orangeburg, NY, Waterville Valley, NH). These manufacturers have

many choices between Virginia and Massachusetts but they choose MMC.

City of Wilmington, Delaware – MMC has successfully performed work for the City of Wilmington under three maintenance contracts dating back to July 6, 2000.

Bucks County Water & Sewer Authority–MMC had maintained the pumps and motors in the Bucks County Water and Sewer System for the past 44 years. During that period of time 95% of the pump repairs in this 100-MGD system have been done by MMC.

Mark Pizzo
Director of Maintenance & Operations
Bucks County Water & Sewer Authority
1275 Almshouse Road
Warrington, PA 18976
(215) 343-2538

Listed are some of the larger pumps and valves maintained by MMC for Bucks County Water & Sewer Authority:

Manufacturer: Morris
Size: 20”
Type: NCD Vertical

Horsepower: 1000
Manufacturer: Morris
Size: 16”
Type: NCD Vertical
Horsepower: 500

Manufacturer: Allis–Chalmers
Size: 14 x 10 x 20
Type: 9000 Horizontal
Horsepower: 600
Surge Relief Valve
Size: 16”
Type: Fig. 113700W

Manufacturer: Worthington
IDP Size: 24
Type: A-50
Frane 9A
Horsepower:
2250

Manufacturer: Worthington
IDP
Size: 20
Type: MNZ39
Horsepower: 500

In addition to pump and motor repairs performed under the Bucks County Water and Sewer Authority maintenance contract, MMC has performed a variety of other jobs.

Supply and install a 500,000-gallon steel equalization tank including related pumps and blowers.

Replaced 70' of 10" steel pipe with new stainless-steel pipe. The pipe was the center feed pipe for an elevated water tank in New Hope, Pennsylvania.

Supply and install emergency generator and control system for a wastewater pumping station.

Repairs to altitude valves.

Rehabilitation of booster stations.

SUEZ Water (Formally Hackensack Water Co)

MMC has been the only outside contractor to maintain their 30-MGD units since 1975. MMC was chosen over Delaval, the pump manufacturer, to perform these repairs. The repairs have included casting new wearing rings, building up 42" diameter impellers by means of metallizing, balancing, removal and installation. In addition to the above work we were called upon to do on-site machining of the pump casing which is approximately 13 feet high x 12 feet long. MMC has also performed repairs to babbitt and Kingsbury bearings for SUEZ Water. MMC maintains an extensive stock of patterns for the casting of wearing rings and impellers for the Delaval pumps in this system.

Christopher Retty
Manager – Production Support
SUEZ Water Company
16A Worth Plant
Road Harrington
Park, NJ 07640
(201)-225-6810

MMC has performed major repairs to the following pumps for SUEZ Water Company:

Manufacturer: Delaval Pump #13 & #14
Type: U30-24 AD Horizontal Split Case
Size: 42" Impeller Diameter
RPM: 720
TDH: 300 ft..
GPM: 21,000 gal.
Horsepower: 2000

Manufacturer: Goulds
Type: 44 GLC VTP
Size: 29" impeller/36" discharge
RPM: 600
TDH: 50'
GPM: 35,000
Horsepower: 500 HP

Passaic Valley Water Commission—MMC has been servicing the Passaic Valley Water since 1985.

Joe Bella

Executive Director
Chief Project Coordinator
Passaic Valley Water
P.O. Box 230
Clinton, NJ 07015 (201)-340-4300 (973)-237-2032

MMC has performed the following significant repairs for Passaic Water:

Manufacturer: Byron Jackson
Model: HSPR vertical pump
Size: 30" GPM: 35,000
Horsepower: 350 hp
Repairs included a complete overhaul including new bearings, shafts, sleeves and Plastic coating of housing.

Manufacturer: Allis Chalmers
Model: Turbine Generator
Horsepower: 900 hp
Repairs included extensive machine work, including a complete redesign and repair of the lower bearing housing. MMC also cast a new set of 304 stainless steel wear shoes for the bearing housing, which replaced the existing ductile iron shoes. The shoes were then fitted with Lignum Vitae wood and reinstalled in the turbine and test ran. The physical size of the bearing housing was 36" in diameter and 39" high supporting an 11" diameter shaft.

Passaic Valley Water Commission recently experienced difficulty acquiring parts for a 1938, 900 hp Allis Chalmers Generator. After two unsuccessful attempts to obtain bids on this project, the Commission contacted MMC regarding the repairs and replacement of the obsolete parts. MMC suggested repairing one bearing housing and remanufacturing one of the other bearings. MMC was subsequently awarded the job to complete this work.

City of Trenton Water Works—Pump repairs for the City of Trenton has included inspection and overhaul of all large horizontal split case pumps in this system. Over the past 27 years a large number of the pumps have been repaired under a routine inspection program.

In addition to pump repairs, MMC has also performed the following work for the City of Trenton:

Gate valve repairs.
Installed four 24" check valves to replace the cone valves that malfunctioned and flooded the Trenton Water Works in 1982.
Rebuilt filter bottoms
Repaired settling tanks and circular clarifiers
Replaced defective pipe hangers and supports at the Sludge De-watering Facilities
Maintained Envirex traveling screens

Bill Mitchell
Operation Superintendent
Trenton Water Works
P.O. Box 528
Trenton, NJ 08604 (609) 989-3218

Philadelphia Naval Yard Dry Dock #2—MMC repaired Worthington pump and motor, (Dry dock #2) 45" pump with a pump capacity of 72,000 GPM Total job \$485,000.00. This unit was manufactured by Worthington Corp. in 1904. The unit was in need of a new impeller for which Worthington no longer had drawings and was

not comfortable in supplying. MMC made a pattern and had the 45” diameter impeller cast independently of the manufacture. The finished casting weighed 4600 pounds and was completed in less than 16 weeks.

Mr. Frank Cellucci
ROICC Project Manager

City of Philadelphia–MMC repaired five 800 hp, 100 MGD capacity, Peerless vertical pumps and five Ideal electric drives and motors. Contract total exceeded \$500,000.

Mr. Ed Collins
Maintenance Supervisor
City of Philadelphia–Southwest Plant
(215) 685-4024

City of Philadelphia–MMC repaired six model 36 MNF-40 Worthington Pumps and motors for the City of Philadelphia. Contract total exceeded \$500,000.

Mr. Paul Franklin
Maintenance Supervisor
City of Philadelphia–Southeast WPCF (215) 685-1734

City of Philadelphia Northeast Waster Water Treatment Plant–MMC installed a new U.S. Filter mechanical bar screen to replace an existing unit by another manufacturer; project cost \$350,000.00 completed April 2001.

Maintenance Contracts

City of Wilmington – Joe Dellose
800 French Street
Wilmington, DE 19801
PH: (302) 571-4325

Bucks County Water & Sewer Authority – John Butler
1275 Almshouse Road
Warrington, PA 18976
PH: (215)343-2538

Trenton Water Works – Bill Mitchell
P.O. Box 528
Trenton, NJ 08604
PH: (609) 989-3218

1.6 Case Studies

Direct Sales for Grundfos and Peerless:

MMC purchases Grundfos/Peerless pumps, motors, drives, and spare parts directly from the manufacturer, saving the City of Wilmington a 15% markup, which results in thousands of dollars in savings.

City of Wilmington Interests Come First:

MMC has continually looked out for the best interests of the City of Wilmington. An example of this

occurred a few years ago during the replacement of the DBS clarifier gearboxes at the Porter Filtration Plant. Upon the manufacturer's representative, GMH Associates, quoting replacement gearboxes at \$8,000 each MMC began investigating possible ways to cut costs. MMC ended up procuring a gearbox directly from DBS's supplier (Fairfield Manufacturing) for \$5,000. Upon the city's request to purchase (2) two additional gearboxes MMC found Fairfield to be uncooperative. After numerous conference calls involving MMC, the City's personnel and the CEO of DBS, MMC negotiated a price of \$5,000. These efforts saved the City of Wilmington in excess of \$10,350 (material cost of \$9,000 and MMC markup of \$1,350). This shows a desire by MMC to act in the best interest of the City.

Strong Relationships:

During a recent inspection of the Wilmington's Cool Springs Pumping Station pump #3 MMC found premature impeller wear. MMC worked with Fairbanks Morse's Northeast Regional Manager, Joe Malony, to ultimately solve the metallurgical problem. William Guertler and Joe Malony have been working together for the past 35 years. Relationships such as these allow MMC to step ahead of its competitors. MMC has high level contacts with major equipment and pump manufacturers. This allows MMC to expedite orders and resolve problems without dealing with third party manufacturer representatives.

Expedited Service:

Following the catastrophic failure of both the Will's pumping stations Huber step screens in 2012, Bill Guertler managed the rebuild of the screen in house. Upon the arrival of the parts on a Friday afternoon both screens were installed and running by the following Tuesday. This was a feat that even the manufacture did not think was possible. Since then, MMC has assisted Wilmington in the maintenance of these screens to prevent catastrophic failure.

1.7 Conclusions

MMC is the most capable and versatile equipment repair company in the Delaware Valley. Our competitors offer some of our capabilities but none can match all of them. Since being awarded the previous contract we have made some critical additions and we are constantly striving to provide better and more complete services. The City of Wilmington is our most valued customer and we look forward to continuing our long-lasting partnership.

PART II: COST PROPOSAL

Specialized Equipment Pricing:

Laser alignment equipment: \$250/day

Flat bed truck 18ft. bed: \$1.40/mile

30,000 GVW 4,000–6,000 pound crane truck: \$.75/mile +250 per day

Portable lathe: \$750/day

Vibration analysis equipment: \$500/day

A80 CFM portable air compressor: \$400/day Dynamic

Balancing Machine: \$75/balance Polysonics Flow Meter:
\$100/day

Clear Water Flow Meter (other than annual inspection): \$1,250/week

Appendix A- Municipal Maintenance Company Financial Statements & Licenses

Appendix B- MBE Forms

Appendix C- City of Wilmington RFP

APPENDIX A – MUNICIPAL MAINTENANCE COMPANY FINANCIAL STATEMENTS, LICENSES, & BOND

Joseph M. Cahill, LLC

Certified Public Accountants and Advisors

INDEPENDENT ACCOUNTANTS' REVIEW REPORT

To the Stockholders
Municipal Maintenance Co.
Cinnaminson, NJ

We have reviewed the accompanying financial statements of Municipal Maintenance Co. (a S-corporation), which comprise the balance sheets as of December 31, 2020 and 2019, and the related statements of income, retained earnings, and cash flows for the years then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountant's Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

Accountant's Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Supplementary Information

The supplementary information included in Schedules of Cost of Revenues and Schedules of Operating Expenses is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the representation of management and was derived from, and relates to, the underlying accounting and other records used to prepare the financial statements. The supplementary information has been subjected to review procedures applied in our review of the basic financial statements. We are not aware of any material modifications that should be made to the supplementary information. We have not audited the information and, accordingly, do not express an opinion on such information.

Joseph M. Cahill, LLC

March 4, 2021
Paoli, Pennsylvania

MUNICIPAL MAINTENANCE CO.

Balance Sheets

December 31, 2020 and 2019

	<u>2020</u>	<u>2019</u>
ASSETS		
Current Assets:		
Cash and Cash Equivalents	\$ 1,085,895	\$ 1,715,574
Accounts Receivable	3,304,091	3,084,070
Accounts Receivable - Retainage	73,484	130,670
Costs Incurred and Income recognized In Excess of Billings on Uncompleted Contracts	837,012	779,922
Inventory	224,060	222,512
Prepaid Expenses	57,637	44,783
Total Current Assets	5,582,179	5,977,531
Property and Equipment:		
Building and Improvements	1,048,679	1,048,679
Vehicles	2,188,897	2,015,342
Equipment	1,095,865	1,016,582
Office Furniture and Fixtures	190,202	190,202
	4,523,643	4,270,805
Less: Accumulated Depreciation	(3,695,394)	(3,363,129)
	828,249	907,676
Land	150,000	150,000
Net Property and Equipment	978,249	1,057,676
Total Assets	<u>\$ 6,560,428</u>	<u>\$ 7,035,207</u>

See accompanying notes and accountants' report

MUNICIPAL MAINTENANCE CO.

Balance Sheets

December 31, 2020 and 2019

	<u>2020</u>	<u>2019</u>
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current Liabilities:		
Accounts Payable	\$ 294,420	\$ 781,739
Accrued Expenses	622,306	276,945
Billings in Excess of Costs Incurred and Income Recognized on Uncompleted Contracts	963,969	1,268,460
Current Portion of Long Term Debt	<u>15,588</u>	<u>89,869</u>
Total Current Liabilities	1,896,283	2,417,013
Long Term Liabilities:		
Notes Payable - Vehicles	<u>12,991</u>	<u>172,559</u>
Total Long Term Liabilities	<u>12,991</u>	<u>172,559</u>
Total Liabilities	1,909,274	2,589,572
STOCKHOLDERS' EQUITY		
Common stock, voting, no par value; 800,000 shares authorized, 60,000 shares issued and outstanding for 2014 and 2013, respectfully	30	30
Common stock, non-voting, no par value; 1,200,000 shares authorized, 1,200,000 issued and outstanding for 2015 and 2014, respectfully	610	610
Retained Earnings	<u>4,650,514</u>	<u>4,444,995</u>
Total Stockholders' Equity	<u>4,651,154</u>	<u>4,445,635</u>
Total Liabilities and Stockholders' Equity	<u>\$ 6,560,428</u>	<u>\$ 7,035,207</u>

See accompanying notes and accountants' report

APPENDIX B – MBE FORMS

APPENDIX C – CITY OF WILMINGTON RFP

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:

MUNICIPAL MAINTENANCE CO.

TAXPAYER IDENTIFICATION#

221-839-091/000

ADDRESS

1352 TAYLORS LA
CINNAMINSON NJ 08077

EFFECTIVE DATE:

12/27/67

TRADE NAME:

CONTRACTOR CERTIFICATION#

0064137

ISSUANCE DATE:

09/13/01

Patricia A. Chiodo

Director, Division of Revenue

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

FORM-BRC(08-01)

LICENSE NO. 1989002609 DOBBL

STATE OF DELAWARE

VALID

POST CONSPICUOUSLY

DIVISION OF REVENUE

01/01/19 - 12/31/21
NOT TRANSFERABLE

DLN: 19 98198 24

BUSINESS CODE 335
GROUP CODE

LICENSED ACTIVITY CONTRACTOR-NON-RESIDENT

DATE ISSUED: 03/06/19

VALIDATED

2021

LICENSE FEE: \$ 225.00

MAILING ADDRESS

BUSINESS LICENSE

BUSINESS LOCATION

MUNICIPAL MAINTENCE CO INC
1352 TAYLORS LN
CINNAMINSON NJ 08077-2590



MUNICIPAL MAINTENCE CO INC
1352 TAYLORS LN
CINNAMINSON NJ 08077-2590

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

JENNIFER R. HUDSON

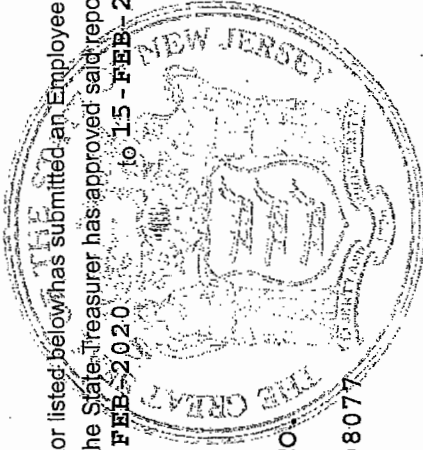
DIRECTOR OF REVENUE

Certification 6803

CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15 - FEB - 2020** to **15 - FEB - 2023**

MUNICIPAL MAINTENANCE CO.
1352 TAYLORS LANE
CINNAMINSON NJ 08077



Elizabeth Maher Muoio

ELIZABETH MAHER MUOIO
State Treasurer



State of New Jersey
Department of Labor and Workforce Development
Division of Wage and Hour Compliance
Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Municipal Enterprises
2020

Responsible Representative(s):
William Guertler, President
David Guertler, Vice-President

Responsible Representative(s):
Thomas Guertler, Vice-President
Stephen Guertler, Secretary

Robert Asaro-Angelo, Commissioner
Department of Labor and Workforce Development

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

NON TRANSFERABLE

Municipal Maintenance Company

Specializing in the Maintenance of Water and Sewage Treatment Plants

1352 TAYLORS LANE
CINNAMINSON, NEW JERSEY 08077
(856) 786 - 9434
FAX: (856) 786 - 0642

In Accordance with Public Law 1977, C33, the following statement is being submitted:

<u>Name</u>	<u>Address</u>	<u>Shares</u>	<u>Ownership</u>
William M. Guertler	301 Boulevard Florence, NJ 08518		3.22%
Thomas E. Guertler	2 Warren Street Beverly, NJ 08010		32.26%
David Guertler	115 Westminster Avenue Merchantville, NJ 08109		32.26%
Stephen Guertler	22 Richland Drive Mount Laurel, NJ 08054		32.26%

**State Of New Jersey
New Jersey Office of the Attorney General
Division of Consumer Affairs**

THIS IS TO CERTIFY THAT THE
Board of Examiners of Electrical Contractors

HAS LICENSED

MUNICIPAL MAINTENANCE CO
MICHAEL J CHERRY
1352 Taylors Lane
Cinnaminson NJ 08077

FOR PRACTICE IN NEW JERSEY AS A(N): Electrical Business Permit

02/18/2021 TO 03/31/2024

VALID

34EB01519500

LICENSE/REGISTRATION/CERTIFICATION #


Signature of Licensee/Registrant/Certificate Holder


ACTING DIRECTOR

Municipal Maintenance Company

Specializing in the Maintenance of Water and Sewage Treatment Plants

1352 TAYLORS LANE
CINNAMINSON, NEW JERSEY 08077
(856) 786 - 9434
FAX: (856) 786 - 0642

BIDDER'S QUALIFICATIONS

Municipal Maintenance Co. has been in business in the State of New Jersey since 1968, performing services for water and sewerage treatment plants for municipalities and other commercial and industrial organizations.

Attached is a list of some of these projects


Stephen Guertler – Secretary/Treasurer

Municipal Maintenance Company

Specializing in the Maintenance of Water and Sewage Treatment Plants

1352 TAYLORS LANE
CINNAMINSON, NEW JERSEY 08077
(856) 786-9434
FAX: (856) 786-0642


Our office is located at 1352 Taylors Lane in Cinnaminson, New Jersey.

Our office space is 10,000 square feet.

Our shop space is 15,000 square feet.

Additional warehouse space is 15,000 square feet.

We maintain a fully equipped machine shop, capable of performed most of all work received by our firm.



Stephen Guertler

Secretary-Treasurer



12-006186846

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:

Steven Sofka

Michael Dudek

12/24/2019

Trainer Name

Date of Issue



12-006186842

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:

Michael J. Scardino

Michael Dudek

12/24/2019

Trainer Name

Date of Issue



12-006186845

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:

Roger Arcinese

Michael Dudek

12/24/2019

Trainer Name

Date of Issue



12-006186841

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:

Michael Fleming

Michael Dudek

12/24/2019

Trainer Name

Date of Issue



12-006186835

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:

James Esslinger

Michael Dudek

12/24/2019

Trainer Name

Date of Issue



12-006186840

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:

Matthew Owens

Michael Dudek

12/24/2019

Trainer Name

Date of Issue



12-006186843

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:

Richard Levandowski

Michael Dudek

12/24/2019

Trainer Name

Date of Issue



12-006186839

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:

Joseph Scott, Jr.

Michael Dudek

12/24/2019

Trainer Name

Date of Issue



12-006186829

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:

David Linderemuth

Michael Dudek 12/24/2019

Trainer Name Date of Issue



12-006186830

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:

Dylan Schaw

Michael Dudek 12/24/2019

Trainer Name Date of Issue



12-006186838

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:

John Lopez

Michael Dudek 12/24/2019

Trainer Name Date of Issue



12-006186826

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:

Daniel Bussian

Michael Dudek 12/24/2019

Trainer Name Date of Issue



12-006186837

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:

Joe Drebas

Michael Dudek 12/24/2019

Trainer Name Date of Issue



12-006186827

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:

Dave String

Michael Dudek 12/24/2019

Trainer Name Date of Issue



12-006186828

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:

David J. Weiss

Michael Dudek 12/24/2019

Trainer Name Date of Issue



12-006186831

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:

Edward Clemments

Michael Dudek 12/24/2019

Trainer Name Date of Issue



12-006186817

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:

Adam Harrison

Michael Dudek 12/24/2019

Trainer Name Date of Issue



12-006186834

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:

Harry Moeller

Michael Dudek

12/24/2019

Trainer Name

Date of Issue



This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:

Trainer Name

Date of Issue



12-006186833

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:

Gary Herring

Michael Dudek

12/24/2019

Trainer Name

Date of Issue

Municipal Maintenance Company

Specializing in the Maintenance of Water and Sewage Treatment Plants

1352 TAYLORS LANE
CINNAMINSON, NEW JERSEY 08077
(856) 786 - 9434 • (215) 923 - 8605
FAX: (856) 786 - 0642

List of Owned Equipment

Vactor Manufacturing Inc. 2100 Series Vactor
(4) Fork Like Trucks 4,000 lbs to 15,000 lbs
Steam Cleaner
Schramm Air Compressor
Portable Diesel and Electric Powered Pump – Qty. (20) of various sizes
Gantry Lift Device 10' Beam – Qty. (5) of various sizes to 3 ton
(4) Portable Welders
Various Shop Tools
(7) Lathes to 88" diameter
Schenk Dynamic Balancer 6,000lbs
Portable Tachometer
Surface Grinder
(3) Overhead Hoists – ½ to 15 tons, (3) Jib Cranes ½ ton
Torque Multiplier
Roto Hammers
(2) Sandblasters
(4) Emergency Generators
Portable Pumps (Submersible and Centrifugal) – Qty. (20)
Simpson Meters
Amprobes
Ultrasonic Flowmeter
Vertical Mills
Various Trucks (Boom, Vans, Take, Pickup, etc.)
Miscellaneous Hand and Power Tools (Drills, Saws, Wrenches, etc.)
Jacks and Porta Powers
Welders, Acetylene Cutting Outfits
66" Vertical Boring Mill
Climax Portable Lathe
Climax Portable Boring Bar with Facing Head
Ludeca Laser Alignment
Portable RBC Lifter
Hydraulic Wrench
Mobile Cranes to 15 tons – Qty. (5)

Municipal Maintenance Co.

Specializing in the Maintenance of Water and Sewage Treatment Plants

1352 Taylors Lane
Cinnaminson, NJ 08077
Phone (856) 786-9434
Fax (856) 786-9434

Municipal Maintenance Co. has specialized in the repair of mechanical and electrical equipment for water and wastewater treatment plants since 1955.

In Shop Equipment Repairs (All Makes & Models)

- Pumps
- Submersible Pumps
- Split case Pumps
- Bearing housing sleeved
- Replacement shafts fabricated
- Gear reducers
- Clarifiers
- Centrifugal blowers
- Comminutors
- Valves and actuators
- Motors

Full Machine Shop Capabilities

- Lathe work to 88" diameter
- 15 Ton overhead crane capacity
- Metal spraying and ceramic coating
- Plasma cutting
- Casting and fabrication of obsolete parts

Expert Field Services

- Equipment removal and installation
- Laser alignment
- Vibration testing
- On-site machining
- Line bagging up to 54"
- Pump station bypassing
- RBC shaft repairs and media changing
- VFD, control and electrical panel repairs, installations and troubleshooting
- Preventative maintenance inspections
- Piping and valve replacements

Full Machine Shop Capabilities

- Fairbanks Morse Submersible Pumps
- ABS Submersible Pumps
- Davis EMU Submersible Pumps
- Sterling Fluid Systems (Peerless Pump) (Virtual QRC)
- Safronics VFD's

24-hour emergency service by calling (856) 786-9434

Immediate response to all types of emergencies day or night

MMC is centrally located to NJ, PA, DE, but also service the entire Northeast

**MUNICIPAL
MAINTENANCE CO.**

Municipal Maintenance Company

Specializing in the Maintenance of Water and Sewage Treatment Plants

1352 TAYLORS LANE
CINNAMINSON, NEW JERSEY 08077
(856) 786 - 9434
FAX: (856) 786 - 0642

Bank and Credit References

Bank: WSFS Bank – We Stand For Service
500 Delaware Avenue
Wilmington, DE 19801
Bryan E. Forcino – Senior Vice President
Phone: (610) 535-4543
Fax: (484) 588-0743

Trade References: Reiner Pump Systems Inc., 270 Sparta Avenue, Ste. 104, Sparta,
NJ 07871
Phone: (973) 347-9000 / Fax: (973) 347-4588

Xylem Water Solutions USA, Inc. 26717 Network Place,
Chicago, IL 60673-1267
Phone: (610) 647-1617 / Fax: (610) 647-5563

Franklin Miller Inc., 60 Oknar Parkway, Livingston, NJ 07039
Phone: (973) 535-9200 / Fax: (973) 535-6269

J.T. Seeley & Co., 1220 Valley Forge Rd #15, Valley Forge, PA
19482
Phone: (610) 933-5420 / Fax: (610) 933-5423

United Electric Supply, POB 8500-6340, Philadelphia, PA 19178-
6340
Phone: (215) 741-2679 / Fax: (215) 741-2789

McMaster-Carr Supply Co., POB 7690, Chicago, IL 60680-7690
Phone: (609) 223-4000 / Fax: (732) 329-3772

Principals: William M. Guertler (SSN 137-40-6385) – President
301 Boulevard, Florence, NJ 08518
Stephen Guertler (SSN 146-72-9971) – Secretary / Treasurer
22 Richland Drive, Mount Laurel, NJ 08054

Purchasing: Diana Narcisi
Accounts Payables: Melissa Bagge-Dewald
DUNS: 05-901-2682
EIN: 22-1839091

Incorporated December 1968 – State of New Jersey

Municipal Maintenance Company

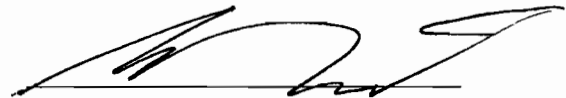
Specializing in the Maintenance of Water and Sewage Treatment Plants

1352 TAYLORS LANE
CINNAMINSON, NEW JERSEY 08077
(856) 786 - 9434
FAX: (856) 786 - 0642

I, Stephen Guertler, Secretary of Municipal Maintenance Company, Inc., a New Jersey corporation; hereby certify that at a duly constituted meeting of the Board of Directors and Stockholders of the corporation held on March 6, 2008 there was adopted by said Board of Directors and Stockholders and entered upon the regular minute book of the corporation, the following resolution:

RESOLVED, the President of the Corporation, William M. Guertler or the Vice Presidents of the Corporation, Thomas E. Guertler and David E. Guertler, with any of them having the power to act alone and without the signature of the others are hereby authorized, empowered and directed to do so. Such officers are furthermore authorized and directed to enter into and deliver any and all agreements and/ or contracts on behalf of and under the seal of this Corporation. RESOLVED, all actions previously taken by the aforesaid officers in furtherance of the above resolution are ratified, confirmed and approved.

I further certify that said resolution conforms with the Certificate of Incorporation and By-Laws of the Corporation, is now in full force and effect and that the Board of Directors and Stockholders have, and at the time of adoption of the resolution had, full power and authority to adopt said resolution and to confer the powers hereby granted to the officers, who have full power and lawful authority to exercise said powers.



Stephen Guertler, Secretary

**STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES
SHORT FORM STANDING**

**MUNICIPAL MAINTENANCE CO.
6341926500**

I, the Treasurer of the State of New Jersey, do hereby certify that the above-named New Jersey Domestic For-Profit Corporation was registered by this office on December 27, 1967.

As of the date of this certificate, said business continues as an active business in good standing in the State of New Jersey. Annual Reports are outstanding for the following year(s): 2016

I further certify that the registered agent and office are:

**FLASTER, GREENBERG, ET AL
1810 CHAPEL AVE WEST
3RD FL
CHERRY HILL, NJ 08002**



*IN TESTIMONY WHEREOF, I have
hereunto set my hand and affixed
my Official Seal at Trenton, this
13th day of June, 2017*

**Ford M. Scudder
Acting State Treasurer**

Certificate Number : 6080406562

Verify this certificate online at

https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

Municipal Maintenance Company

Specializing in the Maintenance of Water and Sewage Treatment Plants

1352 TAYLORS LANE
CINNAMINSON, NEW JERSEY 08077
(856) 786-9434 • (215) 923-8605
FAX (856) 786-0642

I, the undersigned, Secretary of Municipal Maintenance Company, a State of New Jersey 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 November, 2009.

Resolved, that the President of the Corporation, William M. Guertler or the Vice President(s) of the Corporation, Thomas E. Guertler and David E. Guertler be 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, Department of Finance, Division of Procurement and Records for Contract No. 18011WDPS for the Pump Valve and Miscellaneous Mechanical Equipment Maintenance Services for the Contract Price of \$633,250.00 and

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

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

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

President	William M. Guertler
Vice President	Thomas E. Guertler
Vice President	David E. Guertler
Secretary-Treasurer	Stephen Guertler

In Witness Whereof, I have hereto set my hand and the seal of the Corporation this 15th day of May, 2017 A. D.



Stephen Guertler



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: April 8, 2021

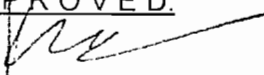
Re: Contract 22002WDPS - Pump, Valve and Miscellaneous Mechanical Equipment
Maintenance Services Recommendation of Award

On March 25, 2021 we received the following bid for the referenced project. The single bid is as follows:

<u>Bidder</u>	<u>Grand Total</u>
Municipal Maintenance Co.	\$636,050

The Department of Public Works recommends that award be made to *Municipal Maintenance Co. in the amount of \$636,050.*

APPROVED:



For Kelly Williams
COMMISSIONER OF PUBLIC WORKS

cc: Vince Carroccia, Deputy Commissioner
Chris Oh, Water Services Director
Joe Dellose, Public Works
Manuel Parada, Parada Construction Services, LLC

CERTIFICATE OF AWARD OF CONTRACT

I hereby certify that Contract No. 22002WDPS is on this 8th of April 2021 awarded to Municipal Maintenance Company in the amount of \$636,050.00 as per proposal dated 3/25/21 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 3/2/21.
2. The advertisement calling for sealed proposals on this contract was published in the News Journal on 3/2/21 & 3/9/21 stated that proposals would be received by 4:30 p.m. on 3/25/21
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 3/25/2021.
4. Proposals were submitted by the following, evaluated by the Department of Public Works, and ranked as follows:

<u>Contractor</u>	<u>Address</u>	<u>Date of Proposal</u>	<u>Amount</u>
Municipal Maintenance Company	New Jersey	3/25/21	\$636,050.00

5. City License Number _____

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

<u>Author</u>	<u>Employment Position</u>	<u>Date</u>
Kelly Williams	Commissioner of Public Works	4/8/21



Department of Finance, Division of Procurement

Municipal Maintenance Company

Specializing in the Maintenance of Water and Sewage Treatment Plants

1352 TAYLORS LANE
CINNAMINSON, NEW JERSEY 08077
(856) 786 - 9434
FAX: (856) 786 - 0642

Certified Copy of Resolutions

I, the undersigned, Secretary of Municipal Maintenance Co., a New Jersey 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 26th day of April 2021.

Resolved, that the *President* William Guertler, *Vice President* Thomas Guertler, *Vice President* David Guertler, *Secretary-Treasurer* Stephen Guertler, 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, **22002WDPS "PUMP, VALVE & MISCELLANEOUS MECHANICAL EQUIPMENT MAINTENANCE SERVICES"**, for the Contract Price of **\$636,050.00**; and

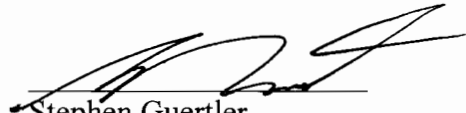
Further Resolved, that the Secretary of this Corporation be and he hereby is authorized to attest to the said contract and other documents.

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

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

President:	William Guertler
Vice President:	Thomas Guertler
Vice President:	David Guertler
Secretary-Treasurer:	Stephen Guertler

In witness whereof, I have hereunto set my hand and the seal of the Corporation this 26th day of April 2021.


Stephen Guertler
Secretary-Treasurer

**STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES
SHORT FORM STANDING**

MUNICIPAL MAINTENANCE CO.

6341926500

I, the Treasurer of the State of New Jersey, do hereby certify that the above-named New Jersey Domestic For-Profit Corporation was registered by this office on December 27, 1967.

As of the date of this certificate, said business continues as an active business in good standing in the State of New Jersey, and its Annual Reports are current.

I further certify that the registered agent and office are:

*FLASTER, GREENBERG, ET AL
1810 CHAPEL AVE WEST
3RD FL
CHERRY HILL, NJ 08002*



*IN TESTIMONY WHEREOF, I have
hereunto set my hand and affixed
my Official Seal at Trenton, this
23rd day of April, 2021*

*Elizabeth Maher Muoio
State Treasurer*

Certificate Number : 6118241116

Verify this certificate online at

https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp



MUNIMAI-01

DLEFEBVRE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/26/2021

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 Links Insurances Services A Division of World Insurance Associates, LLC PO Box 610 Spring Lake, NJ 07762	CONTACT NAME: Debra Lefebvre PHONE (A/C, No, Ext): (732) 556-4116 852 FAX (A/C, No): (732) 449-7722 E-MAIL ADDRESS: dlefebvre@linksins.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Municipal Maintenance Co. Inc. 1352 Taylors Lane Cinnaminson, NJ 08077	INSURER A : Hanover American Insurance Company	NAIC # 36064
	INSURER B : Allmerica Financial Benefit Company	NAIC # 41840
	INSURER C : Hanover Insurance Company	NAIC # 22292
	INSURER D : QBE Insurance Corporation	NAIC # 39217
	INSURER E : Admiral Insurance Company	NAIC # 24856
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

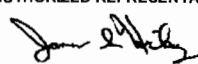
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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	X	X	ZZY 4534203 12	12/30/2020	12/30/2021	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> MED EXP (Any one person) \$ 10,000 <input type="checkbox"/> PERSONAL & ADV INJURY \$ 1,000,000 <input type="checkbox"/> GENERAL AGGREGATE \$ 2,000,000 <input type="checkbox"/> PRODUCTS - COM/POP AGG \$ 2,000,000						
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Cyber Liab 50,000						
X	AUTOMOBILE LIABILITY	X	X	AWYA518910	12/30/2020	12/30/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	X	X	UHY6820417	12/30/2020	12/30/2021	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 10,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0						\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	N/A	QWC3001231	12/30/2020	12/30/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Pollution Liability			FEI-ECC-21385-06	12/30/2020	12/30/2021	Each Claim 1,000,000
E	Pollution Liability			FEI-ECC-21385-06	12/30/2020	12/30/2021	Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Wilmington is additional insured if required by written contract for Contract #22002WDPS.

CERTIFICATE HOLDER

CANCELLATION

City of Wilmington Finance Department 800 N. French Street Wilmington, DE 19801	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ADDITIONAL REMARKS SCHEDULE

AGENCY Links Insurances Services		NAMED INSURED Municipal Maintenance Co. Inc. 1352 Taylors Lane Cinnaminson, NJ 08077 Burlington	
POLICY NUMBER SEE PAGE 1		EFFECTIVE DATE: SEE PAGE 1	
CARRIER SEE PAGE 1	NAIC CODE SEE P 1		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

**Certificate of Liability 20-21
Installation Floater Coverage
Insurer: Hanover Insurance Company
Policy #IHYH42812110
Policy Term: 12/30/2020-12/30/2021
Jobsite Limit: \$750,000
Transit Limit: \$100,000
Deductible: \$1,000**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO COVERAGE BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

1. CANCELLATION EXTENSION

Paragraph **A. CANCELLATION 2. b.** of the **COMMON POLICY CONDITIONS** is replaced with the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

- d. Any business entity for which you have a financial interest greater than 50% of the voting stock or otherwise have a controlling interest after the effective date of this policy or that is newly acquired or formed by you during the term of this policy.

SECTION I - COVERED AUTOS

2. EMPLOYEE HIRED "AUTOS"

Description Of Covered Auto Designation Symbols; Symbol 8 is replaced by the following:

8 = Hired "Autos" Only - Only those "autos" you lease, hire, rent or borrow; including "autos" your employee hires at your direction, for the purpose of conducting your business. This does not include any "auto" you lease, hire, rent, or borrow from any of your "employees" or partners or members of their households.

The coverage provided by this provision is afforded until expiration or termination of this policy, whichever occurs earlier.

The coverage provided by this provision does not apply to any business entity described in d. above that qualifies as an insured under any other automobile liability policy issued to that business entity as a named insured or would have been an insured except for the exhaustion of the policy limits or the insolvency of the insurer.

SECTION II - LIABILITY COVERAGE

3. BROADENED NAMED INSURED

The following is added to the **SECTION II - LIABILITY COVERAGE**, Paragraph 1. **Who Is An Insured** provision:

The coverage provided by this provision does not apply to "bodily injury" nor "property damage" arising from an accident that occurred prior to your acquiring or forming the business entity described in d. above.

4. EMPLOYEES AS INSURED

The following is added to the **SECTION II - LIABILITY COVERAGE**, Paragraph 1. **Who Is An Insured** provision:

- e. Any employee of yours is an "insured" while using a covered "auto" you do not own, hire or borrow in your business or your personal affairs.

5. SUPPLEMENTARY PAYMENTS

The following amends **SECTION II - LIABILITY COVERAGE**, Paragraph 2. **Coverage Extensions** provision:

Paragraph (2) is replaced by the following:

- (2) Up to \$2500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

Paragraph (4) is replaced by the following:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

6. AMENDED FELLOW EMPLOYEE EXCLUSION

The following is added to the **SECTION II - LIABILITY COVERAGE**, B. **Exclusions** Paragraph 5. **Fellow Employee** exclusion:

This exclusion does not apply if the "bodily injury" arises from the use of a covered "auto" you own or hire. This coverage is excess over any other collectible insurance

SECTION III - PHYSICAL DAMAGE COVERAGE.

7. EXPENSE OF RETURNING A STOLEN "AUTO" and SIGN COVERAGE

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, A.1. COVERAGE**:

d. Expense Of Returning A Stolen "Auto"

We will pay for the expense of returning a covered "auto" to you.

e. Sign Coverage

We will pay for loss to signs, murals, paintings or graphics, as part of equipment, which are displayed on a covered "auto".

The most we will pay for "loss" in any one "accident" is the lesser of:

1. The actual cash value of the property as of the time of the "loss"; or
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
3. \$2,000.

8. GLASS BREAKAGE DEDUCTIBLE

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE** paragraph 3. **Glass Breakage - Hitting a Bird or Animal - Falling Objects or Missiles**:

Any deductible shown in the Declarations as applicable to the

covered "auto" will not apply to glass breakage if such glass is repaired, rather than replaced.

9. TRANSPORTATION EXPENSE

Paragraph 4. **Coverage Extension.** of **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE** is replaced with the following:

4. Coverage Extension

We will pay up to \$50 per day to a maximum of \$1500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

10. HIRED AUTO PHYSICAL DAMAGE

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE**:

5. Hired Auto Physical Damage

If hired "autos" are covered "autos" for Liability Coverage and if Physical Damage Coverage of Comprehensive, Specified Causes of Loss, or Collision is provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverage(s) provided is extended to "autos" you hire without a driver or your employee hires, without a driver, at your

direction, for the purpose of conducting your business, for a period of 30 days or less, of like kind and use as the "autos" you own, subject to the following:

The most we will pay for any one loss is the lesser of the following:

- a. \$50,000 per accident, or
- b. cash value, or
- c. the cost of repair,

minus the deductible equal to the lowest deductible applicable to any owned "auto" for that coverage. Any deductible shown in the Declarations does not apply to "loss" caused by fire or lightning. Subject to the limit and deductible stated above, we will provide coverage equal to the broadest coverage provided to any covered "auto" you own, that is applicable to the loss.

If the loss arises from an accident for which you are legally liable and the lessor incurs an actual financial loss from that accident, we will cover the lessor's actual financial loss of use of the hired "auto" for a period of up to seven consecutive days from the date of the accident, subject to a limit of \$1,000 per accident.

11. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE**:

6. Audio, Visual and Data Electronic Equipment Coverage

We will pay for "loss" to any electronic equipment that receives

or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of the "loss" or the equipment is removable from a housing unit which is permanently installed in the covered auto at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto s" electrical system, in or upon the covered "auto", including its antennas and other accessories. However, this does not include tapes, records or discs.

The exclusions that apply to PHYSICAL DAMAGE COVERAGE, except for the exclusion relating to Audio, Visual and Data Electronic Equipment, also apply to coverage provided herein. In addition, the following exclusions apply:

We will not pay, under this coverage, for either any electronic equipment or accessories used with such electronic equipment that is:

1. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto s" operating system; or
2. Both:
 - a. An integral part of the same unit housing any sound reproducing equipment designed solely for the reproduction of sound if the sound reproducing

equipment is permanently installed in the covered "auto", and

- b. Permanently installed in the opening of the dash or console normally used by the manufacturer for the installation of a radio.

With respect to coverage herein, the **LIMIT OF INSURANCE** provision of **PHYSICAL DAMAGE COVERAGE** is replaced by the following:

1. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of
 - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
 - c. \$500.
2. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of the "loss".
3. Deductibles applicable to PHYSICAL DAMAGE COVERAGE, do not apply to this Audio, Visual and Data Electronic Equipment Coverage.

If there is other coverage provided by this policy for audio, visual and data electronic equipment, the coverage provided herein is

excess. However, you may elect to apply the limit or any portion thereof of coverage provided herein to pay any deductible that is applicable under the provisions of the other coverage.

covered "auto". If loss is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and transport it to a repair shop.

12. RENTAL REIMBURSEMENT and MATERIAL TRANSFER EXPENSE

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE:**

7. Rental Reimbursement and Material Transfer Expense

This coverage provides only those Physical Damage Coverages where a premium is shown in the Declarations. It applies only to a covered "auto" described or designated to which the Physical Damage Coverages apply.

We will pay for auto rental expenses and the expenses, incurred by you because of "loss" to a covered "auto", to remove and transfer your materials and equipment from the covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.

We will pay only for those auto rental expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

1. The number of days reasonably required to repair or replace the

2. 60 days.

Our payment is limited to the lesser of the following amounts:

1. Necessary and actual expenses incurred, including loss of use.
2. \$3000.

This auto rental expense coverage does not apply while there are spare or reserve "autos" available to you for your operations.

If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the SECTION III - PHYSICAL DAMAGE COVERAGE, A. 4. Coverage Extension.

13. AIRBAG COVERAGE

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions**, paragraph 3.

The portion of this exclusion relating to mechanical or electrical breakdown does not apply to the accidental discharge of an airbag. This coverage is excess of other collectible insurance or warranty. No deductible applies to this Airbag Coverage.

14. AUTO LOAN PHYSICAL DAMAGE EXTENSION

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance** provision:

When a "loss" results in a total loss to a covered auto you own for which a Loss Payee is designated in this policy, the most we will pay for "loss" in any one "accident" is the greater of:

1. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
2. The outstanding balance of the initial loan, less any amounts for taxes, overdue payments, overdue payment charges, penalties, interest, any charges for early termination of the loan, costs for Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan, and carry-over balances from previous loans.

15. AUTO LEASE PHYSICAL DAMAGE EXTENSION

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance** provision:

If, because of damage, destruction or theft of a covered "auto", which is a long-term leased "auto", the lease agreement between you and the lessor is terminated, "we" will pay the difference between the amount paid under paragraph **C. LIMIT OF INSURANCE 1. or 2.** and the amount due at the time of "loss" under the terms of the lease agreement applicable to the leased "auto" which you are required to pay: less any fees to dispose of the auto; any overdue payments; financial penalties

imposed under a lease for excessive use, abnormal wear and tear or high mileage; security deposits not refunded by the lessor; cost for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan; and carry over balances from previous leases.

This coverage applies only to the initial lease for the covered "auto" which has not previously been leased. This coverage is excess over all other collectible insurance.

SECTION IV - CONDITIONS

16. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The following is added to **SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit Or Loss:**

- d. Knowledge of any "accident", claim, "suit" or "loss" will be deemed knowledge by you when notice of such "accident", claim, "suit" or "loss" has been received by:
 - (1) You, if you are an individual;
 - (2) Any partner or insurance manager if you are a partnership; or
 - (3) An executive officer or insurance manager if you are a corporation.

17. BLANKET WAIVER OF SUBROGATION

Paragraph **5. Transfer Of Rights Of Recovery Against Others To Us, SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions** is replaced by the following:

Includes copyrighted material of Insurance Services Office, Inc. with its permission.
Copyright, Insurance Services Office, Inc., 1996

5. **Transfer Of Rights Of Recovery
Against Others To Us**

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, which have not been waived through the execution of an "insured contract", written agreement, or permit, prior to the "accident" or "loss" giving rise to the payment, those rights to recover damages from another are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after the "accident" or "loss" to impair them.

18. **UNINTENTIONAL FAILURE TO
DISCLOSE INFORMATION**

The following is added to **SECTION IV BUSINESS AUTO CONDITIONS. B. General Conditions**, paragraph 2. **Concealment, Misrepresentation Or Fraud:**

Your unintentional error in disclosing, or failure to disclose, any material fact existing after the effective date of this Coverage Form shall not prejudice your rights under this Coverage Form. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

19. **HIRED AUTO - WORLDWIDE
COVERAGE**

The following is added to **SECTION IV - Business Auto Conditions, B. General Conditions**, paragraph 7. **Policy Period, Coverage Territory** provision:

- e. Outside the coverage territory described in a., b., c., and d. above for an "accident" or "loss" resulting from the use of a covered "auto" you hire, without a driver, or your employee hires without a driver, at your direction, for the purpose of conducting your business, for a period of 30 days or less, provided the suit is brought within The United States of America or its territories or possessions.

SECTION V - DEFINITIONS

20. **MENTAL ANGUISH**

Paragraph C. **"Bodily injury"**, **SECTION V - DEFINITIONS** is replaced by the following:

- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death or mental anguish resulting from any of these.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. The following is added to SECTION II – LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured:

Additional Insured if Required by Contract

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional "insured" under this Coverage Part, such person or organization is an "insured"; but only to the extent that such person or organization qualifies as an "insured" under paragraph A.1.c. of this Section.

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional "insured" under this Coverage Part, the most we will pay on behalf of such additional "insured" is the lesser of:

- (1) The Limits of Insurance for liability coverage specified in the written contract, written agreement or written permit; or
- (2) The Limits of Insurance for Liability Coverage shown in the Declarations applicable to this Coverage Part.

Such amount shall be part of and not in addition to the Limits of Insurance shown in the Declarations applicable to this Coverage Part. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

B. The following is added to SECTION IV – BUSINESS AUTO CONDITIONS, Paragraph B. General Conditions, subparagraph 5. Other Insurance:

Primary and Non-Contributory

If you agree in a written contract, written agreement or written permit that the insurance provided to a person or organization who qualifies as an additional "insured" under SECTION II – LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured, subparagraph Additional Insured if Required by Contract is primary and non-contributory, the following applies:

The liability coverage provided by this Coverage Part is primary to any other insurance available to the additional "insured" as a Named Insured. We will not seek contribution from any other insurance available to the additional "insured" except:

- (1) For the sole negligence of the additional "insured"; or
 - (2) For negligence arising out of the ownership, maintenance or use of any "auto" not owned by the additional "insured" or by you, unless that "auto" is a "trailer" connected to an "auto" owned by the additional "insured" or by you; or
 - (3) When the additional "insured" is also an additional "insured" under another liability policy.
- C. This endorsement will apply only if the "accident" occurs:**
1. During the policy period;
 2. Subsequent to the execution of the written contract or written agreement or the issuance of the written permit; and
 3. Prior to the expiration of the period of time that the written contract, written agreement or written permit requires such insurance to be provided to the additional "insured".
- D. Coverage provided to an additional "insured" will not be broader than coverage provided to any other "insured" under this Coverage Part.**

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGES

1.	Additional Insured by Contract, Agreement or Permit	Included
2.	Additional Insured – Primary and Non-Contributory	Included
3.	Blanket Waiver of Subrogation	Included
4.	Bodily Injury Redefined	Included
5.	Broad Form Property Damage – Borrowed Equipment, Customers Goods & Use of Elevators	Included
6.	Knowledge of Occurrence	Included
7.	Liberalization Clause	Included
8.	Medical Payments – Extended Reporting Period	Included
9.	Newly Acquired or Formed Organizations - Covered until end of policy period	Included
10.	Non-owned Watercraft	51 ft.
11.	Supplementary Payments Increased Limits	
	- Bail Bonds	\$2,500
	- Loss of Earnings	\$1000
12.	Unintentional Failure to Disclose Hazards	Included
13.	Unintentional Failure to Notify	Included

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

1. Additional Insured by Contract, Agreement or Permit

The following is added to SECTION II – WHO IS AN INSURED:

Additional Insured by Contract, Agreement or Permit

- a. Any person or organization with whom you agreed in a written contract, written agreement or permit that such person or organization to add an additional insured on your policy is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

- (1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;

- (2) Premises you own, rent, lease or occupy; or

- (3) Your maintenance, operation or use of equipment leased to you.

- b. The insurance afforded to such additional insured described above:

- (1) Only applies to the extent permitted by law; and

- (2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

- (3) Applies on a primary basis if that is required by the written contract, written agreement or permit.
- (4) Will not be broader than coverage provided to any other insured.
- (5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.

c. This provision does not apply:

- (1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".
- (2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
- (3) To any lessor of equipment:
 - (a) After the equipment lease expires; or
 - (b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor
- (4) To any:
 - (a) Owners or other interests from whom land has been leased which takes place after the lease for the land expires; or
 - (b) Managers or lessors of premises if:
 - (i) The occurrence takes place after you cease to be a tenant in that premises; or
 - (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
- (5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and

advertising injury" involved the rendering of or failure to render any professional services by or for you.

- d. With respect to the insurance afforded to these additional insureds, the following is added to SECTION III – LIMITS OF INSURANCE:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

- 1. Required by the contract, agreement or permit described in Paragraph a.; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

- 2. Additional Insured – Primary and Non-Contributory

The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 4. Other insurance:

Additional Insured – Primary and Non-Contributory

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under SECTION II – WHO IS AN INSURED, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss covered under Coverages A or B of this Coverage Part, our obligations are limited as follows:

- a. Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the

Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

- (1) For the sole negligence of the Additional Insured;
- (2) When the Additional Insured is an Additional Insured under another primary liability policy; or
- (3) when b. below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

- (1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;
 - (c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY.
- (2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
- (3) When this insurance is excess over other Insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each

insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers

3. Blanket Waiver of Subrogation

The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damage under this coverage form. The damage must arise out of your activities under a written contract with that person or organization. This waiver applies only to the extent that subrogation is waived under a written contract executed prior to the "occurrence" or offense giving rise to such payments.

4. Bodily Injury Redefined

SECTION V – DEFINITIONS, Definition 3. "bodily injury" is replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

5. Broad Form Property Damage – Borrowed Equipment, Customers Goods, Use of Elevators

a. SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions subparagraph j. is amended as follows:

Paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraphs (3), (4) and (6) do not apply to "property damage" to "customers goods" while on your premises nor do they apply to the use of elevators at premises you own, rent, lease or occupy.

b. The following is added to SECTION V – DEFINITIONS:

24. "Customers goods" means property of your customer on your premises for the purpose of being:

- a. worked on; or
 - b. used in your manufacturing process.
 - c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent
6. Knowledge of Occurrence
- The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2. Duties in the Event of Occurrence, Offense, Claim or Suit:
- e. Notice of an "occurrence", offense, claim or "suit" will be considered knowledge of the insured if reported to an individual named insured, partner, executive officer or an "employee" designated by you to give us such a notice.
7. Liberalization Clause
- The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:
- Liberalization Clause
- If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium, within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.
8. Medical Payments – Extended Reporting Period
- a. SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS, Paragraph 1. Insuring Agreement, subparagraph a.(3)(b) is replaced by the following:
 - (b) The expenses are incurred and reported to us within three years of the date of the accident; and
 - b. This coverage does not apply if COVERAGE C – MEDICAL PAYMENTS is excluded either by the provisions of the Coverage Part or by endorsement.
9. Newly Acquired Or Formed Organizations
- SECTION II – WHO IS AN INSURED, Paragraph 3.a. is replaced by the following:
- a. Coverage under this provision is afforded until the end of the policy period.

10. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions, subparagraph g.(2) is replaced by the following:

g. Aircraft, Auto Or Watercraft

(2) A watercraft you do not own that is:

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge;

This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

11. Supplementary Payments Increased Limits

SECTION I – SUPPLEMENTARY PAYMENTS COVERAGES A AND B, Paragraphs 1.b. and 1.d. are replaced by the following:

1.b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1000 a day because of time off from work.

12. Unintentional Failure to Disclose Hazards

The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 6. Representations:

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

13. Unintentional Failure to Notify

The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2. Duties in the Event of Occurrence, Offense, Claim or Suit:

Your rights afforded under this policy shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

CITY OF WILMINGTON - BUSINESS LICENSE

ACCOUNT NO.
003278

LICENSE NO.
528

CODE

1004 CONTRACTOR/SUBCONTRACTOR

FEE PAID

\$120.00

BUSINESS MUNICIPAL MAINTENANCE CO
1325 TAYLORS LN
RIVERTON, NJ 08077-2509

2021

Expires:12/31/2021

ISSUED BY

MUNICIPAL MAINTENANCE CO INC
1325 TAYLORS LN
RIVERTON, NJ 08077-2509

Jeffrey J. Starkey

COMMISSIONER
DEPARTMENT OF LICENSES & INSPECTIONS

THIS LICENSE MUST BE DISPLAYED IN A PROMINENT PLACE

----- CONTRACT -----

THIS AGREEMENT made the 26th day of April in the year **Two Thousand 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 **Municipal Maintenance Company** 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 **22002WDPS "PUMP, VALVE & MISCELLANEOUS MECHANICAL EQUIPMENT 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 **3/2/21 & 3/9/21** and specifications identified as Contract No. **22002WDPS** 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 **Six Hundred Thirty-Six Thousand, Fifty Dollars and-----00/100 (\$636,050.00)** as per Proposal dated **3/25/21** to the Department of Finance, Division of Procurement and Records.

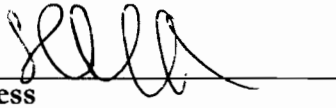
Article 3. In the performance of this Contract, the parties agree that they shall not discriminate or harass, or permit discrimination or harassment, against any person because of age sex, marital status, race, religion, color, national origin, or sexual orientation.

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

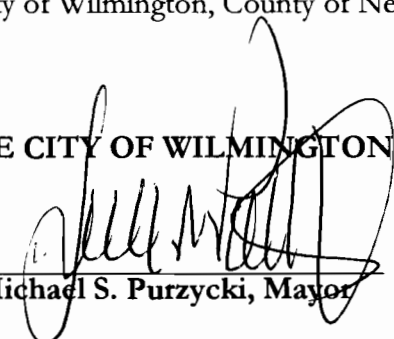
In witness whereof the party of the first part has, by recommendation of the **Commissioner of Public Works Department**, caused the hand of **Michael S. Purzycki**, Mayor, and the corporate seal of the City of Wilmington, attested by the City Clerk, to be hereunto affixed; and the party of the second 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.

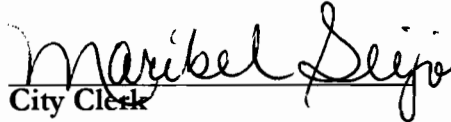
Signed, Sealed, and delivered
in the presence of:


Witness

THE CITY OF WILMINGTON


By: 
Michael S. Purzycki, Mayor

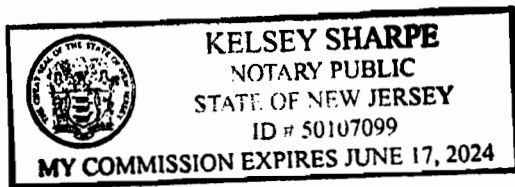
ATTEST:

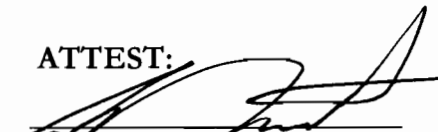

City Clerk

Municipal Maintenance Company


Witness

By: 
President (Seal)



ATTEST:

Secretary