

January 8, 2025

To Whom It May Concern:

The City of Dover will receive sealed proposals on February 12, 2025, at 2:00 PM local time for the purpose of contracting for **FUEL ISLAND, TANKS, DISPENSERS, AND CANOPY REPLACEMENT, RFP NUMBER 25-0017WH**. The proposal must be submitted with one (1) paper copy and one (1) electronic copy on either a CD/DVD or flash drive in a sealed envelope to: City of Dover Procurement Office, 710 William Street, Dover, DE 19904. **All vendors must complete the request for proposal (RFP) notice and send it via email to doverwhse@dover.de.us or by fax to (302) 736-7178 if they intend to submit a proposal. Any vendor not returning the form may not receive published addenda.**

An optional pre-proposal meeting will be held on January 22, 2025, at 10:00 AM. The meeting will be at City of Dover Warehouse located at 710 William Street, Dover, DE 19904.

Your submission is not revocable for ninety (90) days following the response deadline indicated above.

LATE SUBMISSIONS:

A proposal received after the closing date and time for receipt of the proposals is late and shall not be considered. It is the responsibility of the submitter to ensure that the proposal is received prior to the closing date and time.

QUESTIONS:

If you have questions concerning this Request for Proposal, they must be made in writing and emailed to me at doverwhse@dover.de.us. **All questions must be submitted no later than January 29, 2025.** All questions will be compiled and answered in the form of an addendum and will be emailed to all prospective proposers who return the attached RFP notice and will be posted on the City of Dover web site, <https://www.cityofdover.com/bid-procurement>. All changes or corrections to this Request for Proposal will be handled by addenda issued by the Purchasing Office. The receipt of all addenda must be acknowledged in the proposal submission.

The City of Dover reserves the right to request corrections, clarifications, and/or additional information pertaining to the proposer's response.

Proposals will be opened publicly at the time and place designated in this letter. All proposals will be opened in the presence of the Procurement Manager or his/her designee. All other information contained in the proposals shall be considered confidential to avoid disclosure of contents prejudicial to competing offerors during the process of negotiation. The main purpose of the RFP opening is to reveal the name(s) of the proposer(s), not to serve as a forum for determining the award.

The contract shall be awarded within 90 days of the closing date to the offeror whose proposal is determined in writing to be most advantageous to the City. All prices must be held firm for a minimum of 90 days from the date of the opening. The proposals and summaries shall not be open for public inspection until after receipt of a fully executed contract.

Public employees and elected officials must discharge their duties impartially so as to assure competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of City procurement. Dover Code Article II Section 30 (Appendix A of this policy), establishes standards of ethical conduct among public officials and employees. Vendors participating in the City procurement will be disqualified from the procurement if the employee, official or vendor is found to be in violation of the City's ethical standards and a referral of the matter will be presented to the Ethics Commission.

Please reference the City of Dover Purchasing Policy if you have any questions at:

<https://www.cityofdover.com/media/Purchasing/Policy/Purchasing%20Policy%20Final%2005-23-2022.pdf>.

The City of Dover reserves the right to waive technicalities, to reject any or all submissions, or any portion thereof, to advertise for new proposals, to proceed to do the work otherwise, or to abandon the work, if in the best interest of the City.

All vendors must completely fill out, sign, date, and return the attached "Consent for Disclosure Under the Freedom of Information Act (FOIA)" form with their submission. Failure to return the completed form will be deemed consent to the disclosure of all information included in the submission after the receipt of a signed contract or issuance of a purchase order. **Any and all proprietary information contained within the bid must be isolated and clearly marked.** The cover must indicate that the bid contains such information.

Minority, women, veteran, service-disabled veteran, and individuals with disabilities owned vendor preference shall be three percent (3%) of the value of the award. **The vendor must identify qualification and claim to the preference on the submitted proposal documents.** **The vendor must provide authoritative proof of minority ownership such as identification in the certification directory maintained by the State of Delaware Office of Supplier Diversity to qualify for this preference.** This preference is to be considered as a stand-alone and cannot be added to any other preference that may be allowed. This preference shall not apply to subcontractors.

Local vendor preference shall be considered for materials, equipment, construction contracts, and utility contracts. Local vendor preference shall be three percent (3%) of the annual value of the award. The term local vendor is defined as a gradually increasing range with preference assigned as follows:

Rule 1: Vendor located within the city limits of the City of Dover.

Rule 2: Vendor located within Kent County, Delaware (applicable only if no vendor qualifies under rule 1)

Rule 3: Vendor located within the State of Delaware (applicable only if no vendor qualifies under rules 1 & 2)

In the event that no vendor qualifies under rules 1, 2, or 3, no local vendor preference will be awarded. **The vendor must identify qualification and claim to the preference on the submitted proposal documents.** This preference is to be considered as stand-alone and cannot be added to any other preference that may be allowed.

A performance bond shall be required from the successful proposer for a construction contract. Such a bond shall be for the full amount of the contract. If the contractor fails to provide such a bond or a binder within fifteen days of the award of the contract, the award of the contract or the contract shall be void. The bond shall be released by the City of Dover upon successful completion of the contract and upon a detailed inspection of the contracted work.

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the City of Dover may contract for an equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

Neither the contractor nor the City of Dover shall be held liable for non-performance under the terms and conditions of this contract due but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

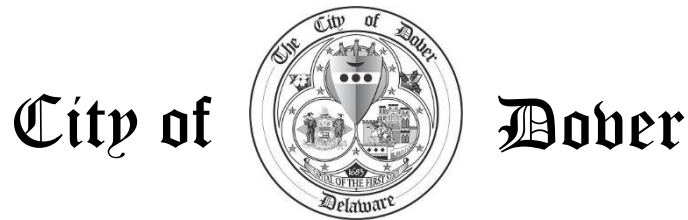
Vendors must provide references to the City of Dover upon request. Vendor references may be checked to verify the proposer's ability to perform the contract requirements, the quality of work, and the ability to meet obligations.

ENVELOPES MUST BE MARKED "FUEL ISLAND, TANKS, DISPENSERS, AND CANOPY REPLACEMENT, RFP NUMBER 25-0017WH." No faxed or emailed proposals will be accepted.

The City of Dover shall have the right to reject any or all proposals if deemed to be in the best interest of the City, such as but not limited to local vendor preference and minority vendor preference while awarding.

Sincerely,

Barry Wolfgang
Contract and Procurement Manager
City of Dover
(302) 736-7795
www.cityofdover.com



REQUEST FOR PROPOSAL NOTICE

RFP Number: 25-0017WH

RFP Opening: February 12, 2025 at 2:00 P.M.

Description: Fuel Island, Tanks, Dispensers, and Canopy Replacement

If you are interested in the Request for Proposal described above, you can download it in Adobe PDF format from our web site <http://www.cityofdover.com/bid-procurement>. Any amendments or other additional information related to this solicitation will be posted with the original document on the web site.

If you do not have internet access and want to receive this Request for Proposal, all subsequent amendments, or additional information on the RFP package, please provide the requested information to:

The City of Dover
 Purchasing Office
 710 William Street
 Dover, DE 19904
 Fax: (302) 736-7178, attention Procurement Manager
 E-mail: doverwhse@dover.de.us

Please complete the following and return this form to the City of Dover Purchasing Office.

	Vendor Response /Request
Company: _____	No submission at this time, please retain on vendor list
Address _____ _____	Please send complete RFP package
Contact: _____	I will download the RFP package
Phone _____	I intend to submit
Email _____	I do not intend to submit



**CONSENT FOR DISCLOSURE UNDER
THE FREEDOM OF INFORMATION ACT (FOIA)**

REQUESTS FOR PROPOSAL AND INVITATIONS TO BID

From time to time, the City of Dover receives requests under the Freedom of Information Act (FOIA) for information submitted in response to Requests for Proposals and Invitations to Bid. This information shall be provided to those who request it under FOIA; however, in accordance with 29 Del. C. §10002(1)(2), trade secrets and commercial or financial information obtained from a person which is of a privileged or confidential nature are not deemed public records.

Please indicate your preference regarding the disclosure, under FOIA, of the information that you are submitting by checking the appropriate box and providing the information below. Please note that prior to issue of a purchase order or full execution of a contract, only the names of vendor(s) and bid tabulations will be released for Invitations to Bid, and only the names of vendor(s) and information deemed necessary for City Council to make an informed decision on award approval will be released for Requests for Proposals.

- I consent to the disclosure of all information included in this submission.
- This submission includes trade secrets and commercial or financial information which is of a privileged or confidential nature that is exempt from disclosure under 29 Del. C. §10002(1)(2). In accordance with 29 Del. C. §6923(j)(4) and §6924(j)(3), I have isolated and identified in writing the confidential portions of the submitted proposal/bid and attached a statement that explains and supports my claim that the proposal/bid items identified as confidential contain trade secrets or other proprietary data and I am prepared to defend against disclosure. I understand that any items not so identified are subject to disclosure.

Name: _____

Signature: _____ Date: _____

Title/Position: _____

Company Name: _____

Email Address: _____ Telephone: _____

Mailing Address: _____

RFP/Bid No. _____

For additional information, please contact: City of Dover - City Clerk's Office
P.O. Box 475
Dover, DE 19903
cityclerk@dover.de.us
Phone (302) 736-7008; FAX: (302) 736-5068

Please note that this form is a public record and will be provided to those who request information regarding Requests for Proposals and Invitations to Bid under FOIA.

CITY OF DOVER, DELAWARE

REQUEST FOR PROPOSALS

FOR

FUEL ISLAND, TANKS, DISPENSERS, AND CANOPY REPLACEMENT

RFP NUMBER

25-0017WH



JANUARY 2025

Issued By:

**City of Dover
Purchasing Office
710 William Street
Dover, Delaware 19904
(302) 736-7795**

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SECTION RFP

REQUEST FOR PROPOSALS

Sealed Proposals, one (1) paper copy and one (1) electronic copy, will be received on behalf of the City of Dover, (herein called the "Owner") at the City of Dover Procurement Office, 710 William Street, Dover, DE 19904 no later than 2:00 p.m. EST on Wednesday, February 12, 2025, for the **FUEL ISLAND, TANKS, DISPENSERS, AND CANOPY REPLACEMENT**. Proposals will then be publicly opened, and proposer's name read aloud immediately thereafter.

Fuel Island, Tanks, Dispensers, and Canopy Replacement

RFP No.: 25-0017WH

Contract Duration: TBD

An optional pre-proposal meeting will be held on January 22, 2025, at 10:00 AM. The meeting will be at City of Dover Warehouse located at 710 William Street, Dover, DE 19904.

The City of Dover requests proposals from qualified, licensed contractors, to perform all aspects of decommissioning and removal of two 10,000-gallon existing tanks, two dispensers, and fuel island with canopy along with the installation of two new 10,000-gallon tanks or one divided 20,000-gallon tank, two dispensers, tank and dispenser for DEF, and fuel island with canopy. This is a turnkey project where all labor, materials, electrical work, curbing, material disposal, etc. is to be included in the proposal.

Each Proposal must be accompanied by a BID BOND payable to the City of Dover for ten (10) percent of the total amount of the proposal. No proposer may withdraw their proposal within ninety (90) days after the actual date of the opening thereof. The right is reserved, as the interests of the City of Dover may appear, to reject any and all proposals, to waive any information in proposals received, and to accept or reject any items of any proposal.

Minority, women, veteran, service-disabled veteran, and individuals with disabilities owned vendor preference shall be three percent (3%) of the value of the award. **The vendor must identify qualification and claim to the preference on the submitted proposal documents. The vendor must provide authoritative proof of minority ownership such as identification in the certification directory maintained by the State of Delaware Office of Supplier Diversity to qualify for this preference.** This preference is to be considered as a stand-alone and cannot be added to any other preference that may be allowed. This preference shall not apply to subcontractors.

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In the event that no vendor qualifies under rules 1, 2, or 3, no local vendor preference will be awarded. **The vendor must identify qualification and claim to the preference on the submitted proposal documents.** This preference is to be considered as stand-alone and cannot be added to any other preference that may be allowed.

The right is reserved, as the interests of the City of Dover may appear, to reject any and all proposals, to waive any information in proposals received, and to accept or reject any items of any proposal.

City of Dover, Delaware

Barry Wolfgang
Contract and Procurement Manager
City of Dover

SECTION IFP
INVITATION FOR PROPOSALS

RFP NUMBER: 25-0017WH

I. NAME OF SOLICITING GOVERNMENT

**City of Dover, Delaware
City Hall – The Plaza
P.O. Box 475
Dover, Delaware 19903-0475**

II. PURPOSE OF REQUEST

- A. The City is seeking proposals from experienced, qualified, and licensed firms for entering into an agreement to decommission and remove the existing tanks, dispensers, and fuel island along with the installation of new tanks, dispensers, and fuel island canopy. This contract will be solely for the above referenced project and the duration of the project shall be determined based upon the provided proposals and equipment lead times.

III. GENERAL CONDITIONS

- A. This contract will be based on a lump sum cost under the direction of the City. Normal working hours begin at 7:00 AM and run through 3:00 PM. Any work outside normal working hours listed above must be pre-approved by a City representative. The proposer will furnish all supervision, labor, tools, equipment, report forms and transportation for all aspects of the work. The proposer shall provide adequate two-way communication between the City representative and the proposer's supervision. The proposer is to provide a detailed plan of action while taking into consideration section **IV A & B**. There will also be an established timeline for completion of this project which will start upon receipt of the Notice to Proceed. The Liquidated Damages documents timeline will reflect the settled upon duration proposed and/or agreed upon when the proposal is awarded. A duration timeline in days, including approximate lead time on ordered materials, is to be clearly stated on the proposal form along with a detailed plan of action attached.

IV. SCOPE OF WORK

- A. Decommission and remove existing 10,000 gallon unleaded and diesel tanks, unleaded and diesel dispensers, gas island canopy, associated wiring, and components .
- B. The proposer proposes and agrees to furnish all necessary personnel, equipment, materials, electrical connections, and permits necessary to install two new 10,000-gallon underground fuel tanks (or a single 20,000-gallon tank divided into two 10,000-gallon compartments), two dispensers, one 1,000-gallon DEF tank and related dispenser, and fuel island canopy. Proposers are to perform all work in full and complete in accordance with applicable laws and standards and to the satisfaction of the City. Work will be performed on a lump sum basis. Proposer must include the lump sum on the proposal form.

- C. The selected proposer shall strategically remove and dispose of all old system components and install the new system and components as proposed and agreed to by the City of Dover.
- D. The proposer shall note that the William Street Warehouse is and will continue to be fully operational during the work. The City will make reasonable accommodations to relocate staff and vehicles while work is being performed which will require effective scheduling of work and clear communication between contract managers and appropriate City staff.

V. REQUIRED CONTENT OF PROPOSAL

- A. Firm Identification. The following questionnaire has been provided by the City of Dover. Please complete in typewritten form. **One (1) paper copy and one (1) electronic copy are to be submitted in the order outlined below.** Illustrated brochure(s) and professional records may be attached and submitted to augment the data included in this questionnaire. Attach additional sheets as required or desired.
1. Firm Name
 2. Established Year, State
 3. Former Firm Name(s), if any, and years in business
 4. Home office business address and telephone number
 5. Branch office business address and telephone numbers
 6. Associates and Principals: Name, Title, Specialties
 7. Total personnel of firm
 8. Key personnel to be involved in the provision of these services: Name, Title, Specialties
 9. Is it anticipated that your firm will sub-contract any aspect of the work outlined in the scope of work? (If so, please discuss the nature and extent of the anticipated sub-contracting, including the use of local businesses.)
 10. Proof of insurance, complying with the **Instructions to Proposers** Section, including the following documentation:
 - Certificate of Insurance
 - Declaration Page
 - Insurance policy documents
 11. Please provide examples of a similar fuel system installation/replacement project that your firm has completed. Include the following:
 - Client
 - Contact person and phone number
 - Services provided
 - Original estimate of project cost
 - Actual project cost

- 12. Please indicate if you are aware of any personal or organizational conflicts of interests. Provide an explanation of your firm’s (or any sub-consultants that your firm is using in provision of these services) involvement in ongoing or pending litigation, claims, suits against the City of Dover, if any.
 - 13. Provide any additional information which you feel may be pertinent to the provision of these services, but not specifically required elsewhere in the RFP.
 - 14. The selected proposer is required to have a City of Dover business license or prove they can obtain one within thirty (30) calendar days.
- B. Statement of Understanding. State your understanding of the scope of services presented in the RFP and your role in accomplishing the scope of services.

VI. COMPENSATION

- A. The proposal should clearly state the project lump sum cost inclusive of all materials, personnel, labor, equipment, and fees to complete the work. Proposer must complete and include the Proposal Form to include a proposed duration timeline in days, and an attached plan of action.
- B. Any request for a payment schedule must be outlined and included with the attached Proposal Form

VII. SELECTION CRITERIA

- A. In order to ascertain which proposal best meets the needs of the City, proposals will be independently evaluated, according to the following criteria, by two (2) or more qualified individuals of the City’s staff:

	Factor	Point Range
A	Experience: Demonstrated experience with similar projects and history of achieving highest and best results among its peers.	0 to 30
B	Ability to complete the project on time: Demonstrate the proposer’s capabilities to complete the project within the contract time frame.	0 to 15
C	Provide a clear plan of action	0 to 15
D	Costs: Lump sum of service, including any and all permit costs.	0 to 30
E	Recent Project History: Provide information which includes the most recent municipal or regional company projects completed with contact information..	0 to 20
F	Location: Geographical location in relation to the City of Dover	0 to 5

END OF SECTION

SECTION IP
INSTRUCTIONS TO PROPOSERS

I. PROPOSAL SUBMISSION

A. All proposals should be delivered to:

Barry Wolfgang
Contract and Procurement Manager
City of Dover Purchasing Office
710 William Street
Dover, Delaware 19904

B. Questions regarding scope of services or proposal process:

1. To ensure fair consideration for all proposers, communication to or with any department or departmental staff during the submission process, will be prohibited except as provided in the third paragraph below. Any communication between proposer and the City will be initiated by the appropriate staff member in order to obtain information or clarification needed to develop a proper, accurate evaluation of the proposal. Such communications initiated by a proposer may be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal.
2. Any questions relative to interpretation of the scope of services or the proposal process, shall be addressed as indicated below, in ample time before the period set for the receipt and opening of proposals.
3. Questions or comments must be directed in writing to:

Barry Wolfgang
Contract and Procurement Manager
City of Dover Procurement Office
710 William Street
Dover, Delaware 19904

E-mail address: doverwhse@dover.de.us

- C. In order to be acceptable, **one (1) paper copy and one (1) electronic copy of the proposal must be submitted in a sealed envelope on the outside of which shall be plainly marked "Sealed Proposal: Fuel Island, Tanks, Dispensers, and Canopy Replacement, RFP Opening February 12, 2025, 2:00 P.M. Proposal No.: 25-0017WH"**, together with the name, address, and license number, if applicable, of the company submitting the proposal. Proposals will be received until **2:00 P.M.** or hand delivered no later than **2:00 P.M.** on **February 12, 2025**, at which time they will be publicly opened in the **City of Dover Procurement Office, 710 William Street, Dover, Delaware 19904**.
- D. Proposers are fully responsible for the timely delivery of proposals. Late proposals will not be accepted and will be returned to the proposer unopened. Telegraph, telephone, facsimile machine, and electronic mail proposals will not be accepted under any circumstances.

- E. In the event that personal interviews are deemed necessary, and your business is included among those selected for interview, you will be contacted in order to schedule a mutually agreeable date and time for the interview.
- F. It is anticipated that a final decision on the business to be selected will be made within 30 days or upon approval by City Council, whichever occurs earlier. All proposers will subsequently be contacted and advised of the Department's decision.

II. TERMS AND CONDITIONS

- A. The City reserves the right to reject any or all proposals, with or without cause, to waive technicalities, or to accept the proposals which in its judgment best serves the interests of the City. The City further reserves the right to award the contract to the next most qualified proposer if the successful proposer does not execute a contract within thirty (30) days after being notified of the award of the proposal.
- B. The City reserves the right to request clarification of information submitted and to request additional information from one or more proposers. All costs associated with the presentation of the proposal and any supplemental information shall be borne solely by the proposer, and shall not be passed on to the City under any circumstances.
- C. Any proposal may be withdrawn until the date and time stated above for the opening of the proposals. Any proposal not so withdrawn shall constitute an irrevocable offer to sell to the City the services indicated for a period of ninety (90) days, or until one or more of the proposals have been accepted by the Department, whichever occurs earlier.
- D. Any written agreement or contract resulting from the acceptance of a proposal shall be prepared on forms either supplied by or approved by the City, and shall contain, at a minimum, applicable provisions of this invitation to proposal. The City reserves the right to reject any agreement that does not conform to the request for proposals or any other City requirements for agreements and contracts. The following are representative of the provisions to be included within the contract documents:
 - 1. Termination - If through any cause, the firm selected shall fail to fulfill the obligations agreed to in a timely and efficient manner, the City shall have the right to terminate the contract by specifying the date of termination in a written notice to the firm at least thirty (30) days before the termination date. In this event, the firm shall be entitled to just and equitable compensation for the work satisfactorily completed.
 - 2. Assignment - The proposer shall not assign any interest in the contract, and shall not transfer any interest in the same without the prior written consent of the City.
 - 3. Non-discrimination - The successful proposer must specify in the contract that the firm will not discriminate under the contract, against any person as provided in any federal, state, or local government laws and regulations.
 - 4. Certificate of Insurance - The contractor selected must present proof of insurance coverage of a nature and amount deemed adequate by the City, and be willing to execute a hold harmless indemnification for the City.

5. Publication of Information - No reports, information, or data given to or prepared by the firm under the contract shall be made available to any individual or organization by the firm without the prior written approval of the City. This provision shall only apply insofar as it does not conflict with the provisions of the Freedom of Information Act.
- E. The successful Proposer shall be required to enter into a contract with the City of Dover which shall reflect the services requested in the Invitation to Proposal, without delay upon notice of award of contract.

III. INSURANCE REQUIREMENTS

- A. Prior to the commencement of any work and until completion and final payment is made for the work / final acceptance of the work for the **Proposal No. 25-0017WH**, the Contractor will provide and maintain the following minimum levels of insurance at Contractor's own expense. The cost of the required insurance shall be included in the Contractor's proposal price and no adjustment shall be made to the contract price on account of such costs unless such approval is provided. The term Contractor shall include Subcontractors and Sub-Subcontractors of every tier. Contractor shall furnish Certificates of Insurance evidencing and reflecting the effective date of coverage as outlined below. In no event shall Work be performed until the required evidence of Insurance is provided in accordance with these Contract Documents and is approved by the City of Dover. If found to be non-compliant, the City of Dover may purchase the required insurance coverage(s) and the cost will be borne by the Contractor through direct payment/reimbursement to the City of Dover or the City of Dover may withhold payment to the Contractor for amounts owed to them.
- a. All insurance shall be procured from insurers permitted to do business in the State in which the project is taking place and having an A.M. Best Rating of at least "A-, Class VIII".
 - b. Contractor shall not have a Self-Insured Retention (SIR) on any policy greater than \$50,000, which is the responsibility of the Contractor. If Contractor's policy(ies) has a Self-Insured Retention exceeding this amount, approval must be received from the City of Dover prior to starting work. In the event any policy includes an SIR, the Contractor is solely responsible for payment within the SIR of their policy(ies) and the Additional Insured requirements specified herein shall be provided within the SIR amount(s).
 - c. All insurance required herein, with the exception of the Professional Liability Insurance, shall be written on an "occurrence" basis. Claims-Made coverage must include:
 - i. The retroactive date must be on or prior to the start of work under this contract; and
 - ii. The Contractor must purchase "tail coverage/an extended reporting period" or maintain coverage for a period of three years, subsequent to the completion of their work / final payment.
 - d. The Contractor's insurance carrier (s) shall agree to provide at least thirty (30) days prior written notice to the City of Dover in the event coverage is canceled or non-renewed. In the event of cancellation or non-renewal of coverage(s), it is the Contractor's

responsibility to replace coverage to comply with the Contract requirements so there is no lapse of coverage for any time period.

In the event the insurance carriers will not issue or endorse their policy(s) to comply with the above it is the responsibility of the Contractor to report any notice of cancellation or non-renewal at least thirty (30) days prior to the effective date of this notice.

- e. Contractor shall provide the City of Dover with Certificates of Insurance, evidencing the insurance coverages listed below, ten days prior to the start of work and thereafter upon renewal or replacement of each coverage. The Contractor shall not begin any work until the City of Dover has reviewed and approved the Certificate of Insurance. The required insurance shall not contain any exclusions or endorsements, which are not acceptable to the City of Dover.

Failure of the City of Dover to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the City of Dover to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

With respect to insurance maintained after final payment in compliance with a requirement below, an additional certificate(s) evidencing such coverage shall be provided to the City of Dover with final application for payment and thereafter upon renewal or replacement of such insurance until the expiration of the time period for which such insurance must be maintained.

- f. Owner/Client and the City of Dover, (including the City of Dover's Parent, Subsidiaries, and Affiliates) shall be added as ADDITIONAL INSUREDS on all liability policies (except Workers' Compensation and Professional Liability Policy, where applicable), for ongoing operations and completed operations (using ISO Endorsements CG 2010 and CG 2037, or their equivalents) on a primary noncontributory basis. Coverage to include ongoing and completed operations. Each of the Additional Insured's respective directors, officers, partners, members, employees, agents and representatives shall also be afforded coverage as an Additional Insured. Coverage should be provided for a period of three years subsequent to the completion of work/final payment.

If you are operating in a state that has implemented the "Anti-Indemnity" Additional Insured Endorsements, you are required to provide the state specific additional insured endorsements for ongoing and completed operations. These states include but are not limited to: Montana, New Mexico, Oregon, Colorado, Kansas, California, Louisiana, and Texas. The City of Dover reserves the right to require Contractor to name other parties as additional insureds as required by the City of Dover.

There shall be no "Insured versus Insured Exclusion" on any policies (other than "Named Insured versus Named Insured"); all policies will provide for "cross liability coverage" as per standard ISO policy forms.

- g. Waiver of Rights of Subrogation: Contractor shall waive all rights of recovery against Owner/Client, the City of Dover and all the additional insureds for loss or damage covered by any of the insurance maintained by the Contractor.
- h. The amount of insurance provided in the required insurance coverages, shall not be construed to be a limitation of the liability on the part of the Contractor.
- i. The carrying of insurance described shall in no way be interpreted as relieving the Contractor of any responsibility or liability under the contract.
- j. Any type of insurance or any increase in limits of liability not described above which the Contractor requires for its own protection or on account of statute shall be its own expense.
- k. Contractor shall promptly notify the City of Dover and the appropriate insurance company(ies) in writing of any accident(s) as well as any claim, suit or process received by the Contractor arising in the course of operations under the contract. The Contractor shall forward such documents received to his insurance company(ies), as soon as practicable, or as required by their insurance policy(ies).

REQUIRED COVERAGES - the following may be provided through a combination of primary and excess policies in order to meet the minimum limits set forth below:

1. Worker's Compensation and Employers' Liability Insurance. Statutory worker's compensation benefits and employers' liability insurance with a limit of liability no less than that required by Delaware law at the time of the application of this provision for each accident. This policy shall be endorsed to include a waiver of subrogation in favor of the City of Dover. The Contractor shall require subcontractors and others not protected under its insurance to obtain and maintain insurance that includes:
 - a. Workers' Compensation Coverage: Statutory Requirements
 - b. Employers Liability Limits not less than:

Bodily Injury by Accident:	\$100,000 Each Accident
Bodily Injury by Disease:	\$100,000 Each Employee
Bodily Injury by Disease:	\$500,000 Policy Limit
 - c. Includes coverage for sole proprietors, partners, members or officers who will be performing the work.

2. Commercial General Liability Insurance. Policy will be written to provide coverage for, but not limited to, the following: premises and operations, products and completed operations, personal injury, blanket contractual coverage, broad form property damage, independent contractor's coverage with Limits of liability not less than the following:
 - a. Occurrence Form with the following limits:
 - i. General Aggregate: \$2,000,000
 - ii. Products/Completed Operations Aggregate: \$2,000,000

- iii. Each Occurrence: \$1,000,000
 - iv. Personal and Advertising Injury: \$1,000,000
- b. Products/Completed Operations Coverage must be maintained for a period of at least three (3) years after final payment / completion of work (including coverage for the Additional Insureds as set forth in these Insurance Requirements).
 - c. The General Aggregate Limit must apply on a **Per Project basis**.
 - d. No Exclusions for residential construction with respect to the work to be completed by the Contractor. **(If Applicable)**
 - e. Coverage for “Resulting Damage”.
 - f. No sexual abuse or molestation exclusion.
 - g. No amendment to the definition of an “Insured Contract”.
 - h. The definition of an “Insured Contract” must be amended to provide coverage for all work on or within 50 feet of a railroad, if applicable. A stand alone Railroad Protective Liability policy may be required based on the scope of this project.

3. Automobile Liability Insurance.

- a. Coverage to include All Owned, Hired and Non-Owned Vehicles (or “Any Auto”), if you do not have any Owned Vehicles you are still required to maintain coverage for Hired and Non-Owned Vehicles as either a stand alone policy or endorsed onto the Commercial General Liability policy above.
- b. Per Accident Combined Single Limit \$1,000,000
- c. For Contractor(s) involved in the transportation of hazardous material, include the following endorsements: MCS-90 and ISO-9948.

4. Commercial Umbrella Liability:

- a. Policy(ies) to apply on a Following Form Basis of the following:
 - i. Commercial General Liability,
 - ii. Automobile Liability, and
 - iii. Employers Liability Coverage.
- b. Minimum Limits of Liability

Occurrence Limit:	\$10,000,000
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- c. Aggregate Limit (where applicable): \$10,000,000

5. Professional Liability Insurance:
(IF DESIGNATED BY **CONTRACTOR'S SCOPE OF WORK**)
 - a. Minimum Limits of Liability

Per Claim Limit:	\$2,000,000
Aggregate Limit:	\$2,000,000
 - b. The Definition of "Covered Services" shall include the services required in the scope of this contract.
 - d. Coverage shall be extended to cover "Green Building", if applicable.

6. Privacy Liability:
(IF DESIGNATED BY **CONTRACTOR'S SCOPE OF WORK**)
 - a. Subcontractor shall maintain coverage for third party liability arising out of breach of privacy, inclusive of confidential and proprietary business information, HIPAA violations and other breaches of personally identifiable information and/or protected health information, that may arise from their work with this contract.
 - b. Minimum Limits of Liability:

Per Claim:	\$1,000,000
Aggregate:	\$1,000,000
 - c. Privacy Breach Notification and Credit Monitoring: \$250,000 Per Occurrence.

7. Qualification; Priority; Contractors' Coverage. The insurer must be authorized to do business under the laws of the State of Delaware. Such insurance will be primary. All contractors and all of their subcontractors who perform work on behalf of Contractor shall be responsible for carrying, in full force and effect, worker's compensation and employer's liability, and automobile liability insurance coverage..

8. Certificate of Insurance; Other Requirements. At the execution of this Agreement and prior to each insurance policy expiration date during the term of this Agreement, Contractor will furnish the City of Dover with a Certificate of Insurance with the CITY named as an additional insured. The Certificate shall reference this Agreement and worker's compensation and property insurance waivers of subrogation required by this Agreement. The City of Dover shall be given thirty (30) calendar days advance notice of cancellation or nonrenewal of insurance during the term of this Agreement.

9. Limits. The limits of liability set out in this Agreement may be increased by mutual consent of the parties, which consent will not be unreasonably withheld by either party, in the event of any factors or occurrences, including substantial increases in the level of jury verdicts or judgments or the passage of state, federal or other governmental compensation plans, or laws which would materially increase the City of Dover's exposure to risk.

10. Deductible/Self-insurance Retention Amounts. Contractor shall be fully responsible for any deductible or self-insured retention amounts contained in its insurance program or for any deficiencies in the amounts of insurance maintained.

IV. PROPOSAL PROCESS SCHEDULE

- A. The City will use the following tentative timetable in the selection process, which should result in the selection of a proposer by Tuesday, March 25, 2025:

Date	Event
January 8 & 15, 2025	Publicly Advertise RFP # 25-0017WH
January 22, 2025, at 10:00 A.M.	Pre-proposal meeting on site at 710 William Street, Dover, DE
January 29, 2025	Deadline for submitting questions
February 5, 2025	Addendum issued/answers to proposer’s questions published
February 12, 2025, at 2:00 P.M.	Proposal Deadline to submit final proposals (Proposal Opening). (1 paper copy and 1 electronic copy by 2:00 pm)
February 21, 2025	City Completes Evaluation of Proposals
March 26, 2025	City Issues Notice of Award
April 1, 2025	Contract Execution

END OF SECTION

**FUEL ISLAND, TANKS, DISPENSERS, AND CANOPY REPLACEMENT
CITY OF DOVER, DELAWARE**

PROPOSAL FORM

Date: _____

Proposal of _____ (hereinafter called "PROPOSER"), organized and existing under the laws of the State of Delaware doing business as _____. To the City of Dover (hereinafter called "OWNER").

In compliance with the Invitation to Proposers, PROPOSER hereby proposes to perform all WORK for the Fuel Island, Tank, Dispenser, and Canopy Replacement for the City of Dover, RFP No. 25-0017WH, in strict accordance with the SCOPE OF WORK, within the time set forth therein, and at the prices stated below. The PROPOSER has examined the Drawings and Specifications with related documents and the site of the proposed work, being familiar with all of the conditions surrounding proposed project including materials and supplies in accordance with the CONTRACT DOCUMENTS at the price stated below. The price is to cover all expenses incurred in performing the work required under the Contract Documents of which this Proposal is a part.

The PROPOSER declares that the attached documents therein referred to have been carefully examined and are understood. It is proposed and agreed if the Proposal is accepted to contract with the City of Dover the required work in the manner set forth in the documents.

*Corporation, Partnership, or Individual as applicable.

PROPOSER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within (TBD) consecutive calendar days thereafter. Liquidated damages of \$500 per day will be in effect with this PROJECT, refer to the Liquidated Damages section.

PROPOSER acknowledges receipt of the following ADDENDUM (if applicable):

The PROPOSER declares that the only person, firm or corporation, or persons, firms or corporations, that has or have any interest in this proposal or in the Contract or Contracts proposed to be taken is or are the undersigned; that this proposal is made without any connection or collusion with any person, firm or corporation, making a proposal for the same work.

Items to be included: _____ Completed Proposal Form 1 paper copy and one electronic copy
 _____ Proposers Statement of Qualifications
 _____ Bid Bond (10% of the total amount of the PROPOSAL)

**FUEL ISLAND, TANK, DISPENSER, AND CANOPY REPLACEMENT
RFP NO.:25-0017WH
CITY OF DOVER, DELAWARE**

PROPOSAL FORM

PROPOSAL ITEM	UNIT	COST
Services to be provided to complete the Scope of Work described in IFP Section IV. A-E , including permit costs	LS	
GRAND TOTAL:		
Proposed Project Duration in Calendar Days		

CHECK THE APPROPRIATE BOXES:

REQUIRED CONTENT TO BE SUBMITTED WITH PROPOSAL	Yes	No
Firm Identification, as outlined per IFP, Section V.A		
Statement of Understanding, as outlined per IFP, Section V.B		
Proposer has attached proper information to satisfy the Selection Criteria, as outlined per IFP, Section VII.A		
Insurance Requirements, as outlined per IP, Section III.A		
Attached plan of action		
Attached Payment Schedule (If requested)		

Contractor's Name

Signature

Title

Date

END OF SECTION

SECTION NOA
NOTICE OF AWARD

TO: _____

PROJECT Description: Fuel Island, Tank, Dispenser, and Canopy Replacement RFP No.: 25-0017WH.

The OWNER has considered the PROPOSAL submitted by you for the above-described WORK in response to its Invitation to Proposals and Information for Proposers.

You are hereby notified that your PROPOSAL has been accepted for the amount of:

(\$ _____).

You are required by the Information for Proposers to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, acceptance of Liquidated Damages, and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your PROPOSAL as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____ 2025.

The City of Dover, Owner

Signature: _____

Printed: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

Firm Name: _____

this _____ day of _____, 2025

Signature: _____ Printed: _____

Title: _____

SECTION BB

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the Undersigned _____ as

Principal, and _____ as Surety, are

Hereby held and firmly bound unto the City of Dover, as OWNER, the penal sum

of _____

(\$ _____) for the payment of which, well and truly to be made,

we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____ 2025.

The Condition of the above obligation is such that whereas the Principal has submitted to the City of Dover a certain PROPOSAL, attached hereto and hereby made a part hereof to enter into a contract in writing, for the Fuel Island, Tank, Dispenser, and Canopy Replacement RFP No.: 24-0017WH

NOW, THEREFORE,

- A. If said PROPOSAL shall be rejected, or
- B. If said PROPOSAL shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attachment hereto (properly completed in accordance with said Proposal) and shall furnish a BOND for faithful performance of said contract, and for the payment of all persons performing labor and furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Proposal, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the owner may accept such Proposal; and said Surety does hereby waive notice of any extension.

In WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above. Surety executing Bonds shall be a licensed agent in the State of Delaware.

Principal (L.S.)

Surety

By: _____

IMPORTANT – Surety companies executing BONDS must appear on the Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

END OF SECTION BB

SECTION PERB

PERFORMANCE BOND

KNOWN ALL PERSONS BY THESE PRESENTS: That

_____ (Name of Contractor)

_____ (Address of Contractor)

a _____ hereinafter
(Corporation, Partnership or Individual)

called Principal, and _____
(Name of Surety)

_____ (Address of Surety)

hereinafter call Surety, are held and firmly bound unto the City of Dover, 15 E Loockerman Plaza, Dover, Delaware 19901 hereinafter called OWNER, in the total aggregate penal sum of _____

(\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be make, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 2025, a copy of which is hereto attached and made a part hereof for the construction of:

Fuel Island, Tank, Dispenser, and Canopy Replacement RFP No.: 25-0017WH.

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the SURETY and during the one year guaranty period and if the PRINCIPAL shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder of the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive

notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that it is expressly agreed that the BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and SURETY to the full and faithful performance of the CONTRACT as so amended. The term "Amendment", wherever used in this BOND, and whether referring to this BOND, the Contract or the Loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the PRINCIPAL shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied. The OWNER is the only beneficiary hereunder.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2025.

ATTEST:

(SEAL)

_____ Secretary	_____ Principal
_____ Witness as to Principal	BY: _____ (s)
_____ Address	_____ Address
_____	_____
_____	_____

ATTEST:

(SEAL)

_____ Secretary	_____ Surety
_____ Witness as to Surety	BY: _____ (s)
_____ Address	_____ Attorney-in-Fact
_____	_____ Address
_____	_____
_____	_____

NOTES:

Date of BOND must not be prior to date of Contract.

IF CONTRACTOR is partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

END OF SECTION PERB

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made as of the ____ day of _____ in the year 2024, between The City of Dover, a Delaware Municipal Corporation, whose address is 15 East Loockerman Plaza, Dover, Delaware 19901 (hereinafter referred to as the CITY), and _____ (COMPANY NAME), whose address is, _____ (hereinafter referred to as the CONTRACTOR).

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties to this Agreement, and for other good and valuable considerations, the parties agree as follows:

1. SERVICES

The CONTRACTOR shall perform the following services for **FUEL ISLAND, TANK, DISPENSER, AND CANOPY REPLACEMENT, RFP No.: 25-0017WH**.

Nothing herein shall limit the CITY's right to obtain proposals or services from other professionals for similar projects at any time the City so chooses.

2. INDEMNIFICATION

The Contractor, and any agent or subcontractor, shall defend, indemnify and hold harmless the City of Dover and its officials, officers, board members, council members, commissioners, representatives, employees, agents, and contractors, against any and all liability, costs, damages, fines, taxes, special charges by others, penalties, payments (including payments made under any Workers' Compensation Laws or under any plan for employees' disability and death benefits), and expenses (including reasonable attorney fees of the City of Dover and all other costs and expenses of litigation). Claims arising in any way, including any act, omission, failure, negligence, or willful misconduct, in connection with the work, construction, maintenance, repair, presence, use, or operation by Contractor, or Contractors officers, directors, employees, agents, and sub-contractors, shall be responsible for Claims. Such Claims include, but are not limited to, the following:

- a. Intellectual property infringement, libel and slander, trespass, unauthorized use of television or radio broadcast programs and other program material, and infringement of patents;
- b. Cost of work performed by City of Dover that was necessitated by Contractors failure, or the failure of Contractors officers, directors, employees, agents, or sub-contractors, to perform work, or maintain City of Dover facilities in accordance with the requirements and specifications of this Agreement, or from any other work authorized under this Agreement;
- c. Damage to property, injury to or death of any person arising out of the performance or nonperformance of any work or obligation undertaken by Contractor, or Contractors officers, directors, employees, agents, and sub-contractors, pursuant to this Agreement;

3. PROCEDURE FOR INDEMNIFICATION

- a. City of Dover shall give notice promptly to Contractor of any claim or threatened claim, specifying the factual basis for such claim and the amount of the claim. If the claim relates to an action, suit or proceeding filed by a third party against City of Dover, the notice shall be given to Contractor by City of Dover no later than ten (10) calendar days after written notice of the action, suit or proceeding was received by City of Dover.
- b. Failure to timely give the required notice will not relieve the Contractor from its obligation to indemnify the City of Dover unless the City of Dover is materially prejudiced by such failure.
- c. The City of Dover will have the right at any time, by notice to the Contractor, to participate in or assume control of the defense of the claim with counsel of its choice, which counsel must be reasonably acceptable to the Contractor. The Contractor agrees to cooperate fully with the City of Dover. If the City of Dover so assumes control of the defense of any third-party claim, the Contractor shall have the right to participate in the defense at its own expense. If the Contractor does not so assume control or otherwise participate in the defense of any third-party claim, it shall be bound by the results obtained by the City of Dover with respect to the claim.
- d. If the City of Dover assumes the defense of a third-party claim as described above, then in no event will the City of Dover admit any liability with respect to, or settle, compromise or discharge, any third party claim without the Contractors prior written consent, and the Contractor will agree to any settlement, compromise or discharge of any third-party claim which the City of Dover may recommend which releases the City of Dover completely from such claim.
- e. Municipal Liability Limits. No provision of this Agreement is intended, or shall be construed, to be a waiver for any purpose by either Utility of any applicable State limits on municipal liability.
- f. Disclaimer. The City of Dover makes no express or implied warranties with regard to its structures, fixtures, materials, or other equipment, all of which are hereby disclaimed. The City of Dover makes no other express or implied warranties, except to the extent expressly set forth in this Agreement. The City of Dover expressly disclaims any implied warranties of merchantability or fitness for a particular purpose.
- g. Duty to Competent Supervision and Performance. The Contractor shall ensure that its employees, servants, agents, and subcontractors have the necessary qualifications, skill, knowledge, training, and experience to protect themselves, their fellow employees, employees of the Utility, and the general public, from harm or injury while performing work permitted pursuant to this Agreement. In addition, the Contractor shall furnish its employees, servants, agents, and subcontractors with competent supervision and sufficient and adequate tools and equipment for their work to be performed in a safe manner.

- h. Duty to Inform. The Contractor further warrants that it understands the imminent dangers (INCLUDING SERIOUS BODILY INJURY OR DEATH FROM FALLING) inherent in the work necessary to perform the work expected under this agreement by Contractors employees, servants, agents, contractors or subcontractors, and accepts as its duty and sole responsibility to notify and inform Contractors employees, servants, agents, contractors or subcontractors of such dangers, and to keep them informed regarding same.

4. INSURANCE

Policies Required. Prior to the commencement of any work and until completion and final payment is made for the work / final acceptance of the work for the Project RFP No. 23-0004PW, the Contractor will provide and maintain the following minimum levels of insurance at Contractor's own expense. The cost of the required insurance shall be included in the Contractor's proposal price and no adjustment shall be made to the contract price on account of such costs unless such approval is provided. The term Contractor shall include Subcontractors and Sub-Subcontractors of every tier. Contractor shall furnish Certificates of Insurance evidencing and reflecting the effective date of coverage as outlined below. In no event shall Work be performed until the required evidence of Insurance is provided in accordance with these Contract Documents and is approved by the City of Dover. If found to be non-compliant, the City of Dover may purchase the required insurance coverage(s) and the cost will be borne by the Contractor through direct payment/reimbursement to the City of Dover or the City of Dover may withhold payment to the Contractor for amounts owed to them.

- a. All insurance shall be procured from insurers permitted to do business in the State in which the project is taking place and having an A.M. Best Rating of at least "A-, Class VIII".
- b. Contractor shall not have a Self Insured Retention (SIR) on any policy greater than \$50,000, which is the responsibility of the Contractor. If Contractor's policy(ies) has a Self Insured Retention exceeding this amount, approval must be received from the City of Dover prior to starting work. In the event any policy includes an SIR, the Contractor is solely responsible for payment within the SIR of their policy(ies) and the Additional Insured requirements specified herein shall be provided within the SIR amount(s).
- c. All insurance required herein, with the exception of the Professional Liability Insurance, shall be written on an "occurrence" basis. Claims-Made coverage must include:
 - i. The retroactive date must be on or prior to the start of work under this contract; and
 - ii. The Contractor must purchase "tail coverage/an extended reporting period" or maintain coverage for a period of three years, subsequent to the completion of their work / final payment.
- d. The Contractor's insurance carrier (s) shall agree to provide at least thirty (30) days prior written notice to the City of Dover in the event coverage is canceled or non-renewed. In the event of cancellation or non-renewal of coverage(s), it is the Contractor's responsibility to replace coverage to comply with the Contract requirements so there is no lapse of coverage for any time period.

In the event the insurance carriers will not issue or endorse their policy(s) to comply with the above it is the responsibility of the Contractor to report any notice of cancellation or non-renewal at least thirty (30) days prior to the effective date of this notice.

- e. Contractor shall provide the City of Dover with Certificates of Insurance, evidencing the insurance coverages listed below, ten days prior to the start of work and thereafter upon renewal or replacement of each coverage. The Contractor shall not begin any work until the City of Dover has reviewed and approved the Certificate of Insurance. The required insurance shall not contain any exclusions or endorsements, which are not acceptable to the City of Dover.

Failure of the City of Dover to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the City of Dover to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

With respect to insurance maintained after final payment in compliance with a requirement below, an additional certificate(s) evidencing such coverage shall be provided to the City of Dover with final application for payment and thereafter upon renewal or replacement of such insurance until the expiration of the time period for which such insurance must be maintained.

- f. Owner/Client and the City of Dover, (including the City of Dover's Parent, Subsidiaries, and Affiliates) shall be added as ADDITIONAL INSUREDS on all liability policies (except Workers' Compensation and Professional Liability Policy, where applicable), for ongoing operations and completed operations (using ISO Endorsements CG 2010 and CG 2037, or their equivalents) on a primary noncontributory basis. Coverage to include ongoing and completed operations. Each of the Additional Insured's respective directors, officers, partners, members, employees, agents and representatives shall also be afforded coverage as an Additional Insured. Coverage should be provided for a period of three years subsequent to the completion of work/final payment.

If you are operating in a state that has implemented the "Anti-Indemnity" Additional Insured Endorsements, you are required to provide the state specific additional insured endorsements for ongoing and completed operations. These states include but are not limited to: Montana, New Mexico, Oregon, Colorado, Kansas, California, Louisiana, and Texas.

The City of Dover reserves the right to require Contractor to name other parties as additional insureds as required by the City of Dover.

There shall be no "Insured versus Insured Exclusion" on any policies (other than "Named Insured versus Named Insured"); all policies will provide for "cross liability coverage" as per standard ISO policy forms.

- g. Waiver of Rights of Subrogation: Contractor shall waive all rights of recovery against Owner/Client, the City of Dover and all the additional insureds for loss or damage covered by any of the insurance maintained by the Contractor.
- h. The amount of insurance provided in the required insurance coverages, shall not be construed to be a limitation of the liability on the part of the Contractor.

- i. The carrying of insurance described shall in no way be interpreted as relieving the Contractor of any responsibility or liability under the contract.
- j. Any type of insurance or any increase in limits of liability not described above which the Contractor requires for its own protection or on account of statute shall be its own expense.
- k. Contractor shall promptly notify the City of Dover and the appropriate insurance company(ies) in writing of any accident(s) as well as any claim, suit or process received by the Contractor arising in the course of operations under the contract. The Contractor shall forward such documents received to his insurance company(ies), as soon as practicable, or as required by their insurance policy(ies).

REQUIRED COVERAGES - the following may be provided through a combination of primary and excess policies in order to meet the minimum limits set forth below:

1. Worker's Compensation and Employers' Liability Insurance. Statutory worker's compensation benefits and employers' liability insurance with a limit of liability no less than that required by Delaware law at the time of the application of this provision for each accident. This policy shall be endorsed to include a waiver of subrogation in favor of the City of Dover. The Contractor shall require subcontractors and others not protected under its insurance to obtain and maintain insurance that includes:
 - a. Workers' Compensation Coverage: Statutory Requirements
 - b. Employers Liability Limits not less than:

Bodily Injury by Accident:	\$100,000 Each Accident
Bodily Injury by Disease:	\$100,000 Each Employee
Bodily Injury by Disease:	\$500,000 Policy Limit
 - c. USL&H, Maritime Liability, FELA, and DBA Coverage, if applicable.
 - d. Includes coverage for sole proprietors, partners, members or officers who will be performing the work.
 - e. Where applicable, if the Contractor is lending or leasing its employees to the City of Dover for the work under this contract (e.g. crane rental with operator), it is the Contractor's responsibility to provide the Workers Compensation and Employer's Liability coverage and to have their policy endorsed with the proper Alternate Employer Endorsement in favor the City of Dover.

2. Commercial General Liability Insurance. Policy will be written to provide coverage for, but not limited to, the following: premises and operations, products and completed operations, personal injury, blanket contractual coverage, broad form property damage, independent contractor's coverage with Limits of liability not less than the following:

- a. Occurrence Form with the following limits:
 - i. General Aggregate: \$2,000,000
 - ii. Products/Completed Operations Aggregate: \$2,000,000
 - iii. Each Occurrence: \$1,000,000
 - iv. Personal and Advertising Injury: \$1,000,000
- b. Products/Completed Operations Coverage must be maintained for a period of at least three (3) years after final payment / completion of work (including coverage for the Additional Insureds as set forth in these Insurance Requirements).
- c. The General Aggregate Limit must apply on a **Per Project basis**.
- d. No Exclusions for residential construction with respect to the work to be completed by the Contractor.
- e. Coverage for "Resulting Damage".
- f. No sexual abuse or molestation exclusion.
- g. No amendment to the definition of an "Insured Contract".
- h. The definition of an "Insured Contract" must be amended to provide coverage for all work on or within 50 feet of a railroad, if applicable. A stand alone Railroad Protective Liability policy may be required based on the scope of this project.

3. Automobile Liability Insurance.

- a. Coverage to include All Owned, Hired and Non-Owned Vehicles (or "Any Auto"), if you do not have any Owned Vehicles you are still required to maintain coverage for Hired and Non-Owned Vehicles as either a stand alone policy or endorsed onto the Commercial General Liability policy above
- b. Per Accident Combined Single Limit \$1,000,000
- c. For Contractor(s) involved in the transportation of hazardous material, include the following endorsements: MCS-90 and ISO-9948.

4. Commercial Umbrella Liability:

- a. Policy(ies) to apply on a Following Form Basis of the following:
 - i. Commercial General Liability,
 - ii. Automobile Liability, and
 - iii. Employers Liability Coverage.

- b. Minimum Limits of Liability
Occurrence Limit: \$10,000,000
 - c. Aggregate Limit (where applicable): \$10,000,000
- 5. Rigger's Liability Insurance:
(IF DESIGNATED BY **CONTRACTOR'S SCOPE OF WORK**)
 - a. "All Risk" Replacement Cost Coverage
 - b. No overload exclusion
 - c. Minimum Occurrence Limit: \$1,000,000
- 6. Pollution Liability Insurance:
(IF DESIGNATED BY **CONTRACTOR'S SCOPE OF WORK**)
 - a. Covering losses caused by pollution incidents that arise from the operations of the Contractor and /or their subcontractors of any tier.
 - b. Minimum Limits of Liability:
Occurrence Limit: \$2,000,000
Aggregate Limit: \$2,000,000
 - c. Insurance to be maintained for the duration of the work and for a period of three (3) years after completion of work / final payment.
 - d. No Exclusions for Silica, Asbestos or Lead.
 - e. Include Mold Coverage for full policy limit of liability.
 - f. Shall include coverage for all pollutants as defined under the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901 et. Seq. ("RCRA") or any related state or city environmental statute or the removal of any petroleum contaminated material at the project.
 - g. All owned and / or 3rd Party disposal facilities must be licensed and maintain pollution liability insurance of not less than \$2,000,000, if applicable.
- 7. Professional Liability Insurance:
(IF DESIGNATED BY **CONTRACTOR'S SCOPE OF WORK**)
 - a. Minimum Limits of Liability
Per Claim Limit: \$2,000,000
Aggregate Limit: \$2,000,000
 - b. The Definition of "Covered Services" shall include the services required in the scope of this contract.

- c. Coverage includes Contractors Liability.
 - d. Coverage shall be extended to cover "Green Building", if applicable.
8. Owner's Contractor's Protective:
(IF DESIGNATED BY **CONTRACTOR'S** SCOPE OF WORK)
- a. The Contractor shall obtain an Owner's and Contractor's Protective in the same limits as set forth in #2, Commercial General Liability, above. This policy shall be issued in the name of the Owner.
 - b. If you are providing ongoing and completed operations Additional Insured coverage for one of the following states, noted in "f" above (Montana, New Mexico, Oregon, Colorado, Kansas, California, Louisiana, and Texas) you are required to provide an Owner's Contractor's Protective as outlined in the preceding paragraph.
9. Owned, Leased, Rented or Borrowed Equipment:
(IF DESIGNATED BY **CONTRACTOR'S** SCOPE OF WORK)
- Contractor shall maintain Property Coverage for:
- a. their owned, leased, rented or borrowed equipment, tools, trailers, etc.; and
 - b. include a Waiver of Subrogation in favor of all Additional Insureds.
10. Installation Floater:
(If designated by **CONTRACTOR'S** scope of work).
- a. Contractor shall provide coverage for damage to property in the course of installation or transit to the installation site.
 - b. Coverage shall be equal to the full replacement cost of the equipment or materials being installed. Coverage shall also be provided for any ensuing loss of Business or Rental Income.
 - c. Contractor must determine if the Installation Floater policy, if in place for this project, is adequate to protect the interests of Owner.
 - d. Include a Waiver of Subrogation in favor of all Additional Insureds.
11. Qualification; Priority; Contractors' Coverage. The insurer must be authorized to do business under the laws of the State of Delaware. Such insurance will be primary. All contractors and all of their subcontractors who perform work on behalf of Contractor shall be responsible for carrying, in full force and effect, worker's compensation and employer's liability, and automobile liability insurance coverage.

12. Certificate of Insurance; Other Requirements. At the execution of this Agreement and prior to each insurance policy expiration date during the term of this Agreement, Contractor will furnish the City of Dover with a Certificate of Insurance with the CITY named as an additional insured. The Certificate shall reference this Agreement and worker's compensation and property insurance waivers of subrogation required by this Agreement. The City of Dover shall be given thirty (30) calendar days advance notice of cancellation or nonrenewal of insurance during the term of this Agreement.
13. Limits. The limits of liability set out in this Agreement may be increased by mutual consent of the parties, which consent will not be unreasonably withheld by either party, in the event of any factors or occurrences, including substantial increases in the level of jury verdicts or judgments or the passage of state, federal or other governmental compensation plans, or laws which would materially increase the City of Dover's exposure to risk.
14. Deductible/Self-insurance Retention Amounts. Contractor shall be fully responsible for any deductible or self-insured retention amounts contained in its insurance program or for any deficiencies in the amounts of insurance maintained.

5. CODES, LAWS, AND REGULATIONS

The CONTRACTOR will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this Agreement.

6. PERMITS, LICENSES, AND FEES

The CONTRACTOR will obtain and pay for all permits and licenses required by law that are associated with the CONTRACTOR performance of the Scope of Services.

7. ACCESS TO RECORDS

The CONTRACTOR will maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all invoiced amounts. Said records will be available for examination by the CITY during the CONTRACTOR's normal business hours. Said records will be maintained for a period of three (3) years after the date of the invoice.

8. CONTINGENT FEES PROHIBITED

The CONTRACTOR warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach of this provision, the CITY shall have the right to terminate this Agreement without further liability and at its discretion, deduct from the contract price, or otherwise recover, the full amount of any such fee, commission, percentage, gift or consideration paid in breach of this Agreement.

9. PAYMENT

It is understood and agreed by and between the parties hereto that this Contract is in the amount of _____ and _____ Dollars [\$ _____ . ____] as per the proposal submitted by the Contractor on _____, 2025, and accepted by the City. All Requests for payment shall be accompanied by supporting documentation which will include proof of the work performed in accordance to the Contract Documents and other CITY required supporting documentation. Any reimbursement for expenses shall include receipts or copies of the invoices. No other costs or services shall be billed to the CITY.

10. INDEPENDENT CONTRACTOR

The CONTRACTOR is an independent contractor and as such will be responsible for paying his own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this agreement.

11. ASSIGNMENT

Neither party shall have the power to assign any of the duties or rights or any claim arising out of or related to the Agreement, whether arising in tort, contract, or otherwise, without the written consent of the other party. These conditions and the entire Agreement are binding on the heirs, successors, and assigns of the parties hereto.

12. NO THIRD PARTY BENEFICIARIES

This Agreement gives no rights or benefits to anyone other than the CONTRACTOR and the CITY.

13. JURISDICTION

The laws of the State of Delaware shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. In the event of any litigation arising under or construing this Agreement, venue shall lie only in Kent County, Delaware.

14. TERM AND TERMINATION

All services to be rendered by the CONTRACTOR within the Scope of Work within the Invitation to Proposers section of the **Request for Proposal** shall be completed within the number of calendar days listed on submitted proposal of the Notice to Proceed. All or part of this Agreement may be terminated by the CITY for its convenience on thirty (30) days written notice to the CONTRACTOR. In such event, the CONTRACTOR will be entitled to compensation for services competently performed up to the date of termination. In the event of termination not the fault of the CONTRACTOR, the CONTRACTOR shall be compensated for with Reimbursable Expenses then due and all Termination Expenses.

15. CONTACT PERSON

The primary contact person under this Agreement for the CONTRACTOR shall be

Name: _____, Phone No.: _____,

Address: _____.

The primary contact person under this Agreement for the CITY shall be Barry Wolfgang, Procurement Manager, PO Box 475, Dover Delaware, 19903. P: 302-736-7795, Central Services Department.

16. APPROVAL OF SERVICE PERSONNEL

The CITY reserves the right to approve the contact person and the persons actually performing the services on behalf of the CONTRACTOR pursuant to this Agreement. If the CITY, in its sole discretion, is dissatisfied with the contact person or the person or persons actually performing the services on behalf of the CONTRACTOR pursuant to this Agreement, the CITY may require the CONTRACTOR assign a different person or persons be designated to be the contact person or to perform the services hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates under each signature.

(CONTRACTOR)

CITY OF DOVER

By: _____

By: Dave Hugg_____

Title: _____

Title: City Manager_____

Signature: _____

Signature: _____

Date: _____

Date: _____

END OF SECTION A

SECTION NTP

NOTICE TO PROCEED

TO: _____

Date: _____

Project: Fuel Island, Tank, Dispenser,
and Canopy Replacement
RFP No.: 25-0017WH

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 2025 on or before _____, 2025 and you are to complete the WORK within the number of calendar days listed on submitted proposal thereafter. The date of completion of all work is therefore anticipated by _____.

The City of Dover
Owner

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged

by _____

this the _____ day of _____, 2024

By: _____ Title: _____

Employer Identification Number: _____

END OF SECTION NTP