



City of Wilmington

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

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Public Works & Transportation Committee

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

➤ **REVISED NOTICE**

Public Works & Transportation Committee Meeting Monday, June 18, 2018 5:00 p.m. 1st Floor Council Committee Room

Agenda

1. An Ordinance to Amend Chapter 37 of the City Code Regarding the Boundaries of Special Residential Parking Areas/Districts "X", "Y", and "W"
 2. An Ordinance to Enact Certain Parking Regulations
 3. An Ordinance to Authorize and Approve a Contract between the City of Wilmington and Mid-Atlantic Services, A-Team Corp. for Janitorial Services at the Municipal Complex
 4. An Ordinance to Authorize and Approve a Contract between the City of Wilmington and Riggins, Inc. for Gasoline, Heating Oil, and Diesel Fuel
- Presentations by:
- Anthony DePrima, on the Delaware Sustainable Energy Utility, Inc
 - Jeffrey Richardson, on Imani Energy, Inc.

Rev. 1 (06/12/18)

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

AN ORDINANCE TO AMEND CHAPTER 37 OF THE CITY CODE REGARDING THE BOUNDARIES OF SPECIAL RESIDENTIAL PARKING AREAS/DISTRICTS "X", "Y", AND "W"

#4543

Sponsor:

Council Member Harlee

WHEREAS, the City Council has enacted the provisions of Section 37-226 of the City Code which creates geographic areas that constitute special residential parking areas/districts; and

WHEREAS, pursuant to the Section 5-400 of the City Charter and Chapter 37 of the City Code, the Department of Public Works proposes and the City Council approves the amendments to the boundaries of special residential parking areas/districts "X", "Y", and "W" set forth herein.

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

SECTION 1. Chapter 37 of the City Code is hereby amended by amending the boundaries of special residential parking areas/districts "X", "Y", and "W" contained in Section 37-226 thereof by deleting the stricken language and adding the underlined language to read as follows:

Sec. 37-226. - Special residential parking district; regulations.

...

(b) Motor vehicles displaying authorized municipal residential parking stickers are hereby exempt from the limited parking regulations listed below per area:

...

(5) *Area X*: One-hour and two-hour parking limits from 8:00 a.m. to 6:00 p.m., daily, except Sunday. Motor vehicles displaying authorized municipal residential parking stickers for area X shall further be exempt, to a limited extent, from the required deposit of coins in parking meters located within area X. Motor vehicles displaying authorized residential parking stickers for area X, but only within the unrestricted areas of area X, shall be exempt from the requirements of deposit of coins in parking meters. The "restricted area" within area "X" shall consist of the ~~northerly~~ southerly

side of 4th Street from the westerly side of Walnut Street to the easterly side of Tatnall Street; the northerly side of 3rd Street between the westerly side of King Street and the easterly side of Shipley Street; and Market Street and King Street from 2nd to 4th Street. (See Map "X" attached hereto and made a part hereof).

(6) *Area Y*: One-hour and two-hour parking limits from 8:00 a.m. to 6:00 p.m., daily, except Sunday. Motor vehicles displaying authorized municipal residential parking stickers for area Y shall further be exempt, to a limited extent, from the required deposit of coins in parking meters located within area Y. Motor vehicles displaying authorized residential parking stickers for area Y, but only within the unrestricted areas of area Y, shall be exempt from the requirements of deposit of coins in parking meters. The "restricted area" within area Y shall consist of the northerly side of 4th Street from the westerly side of Walnut Street to the easterly side of Tatnall Street, and the westerly side of King Street, both sides of Market Street and the easterly side of Shipley Street from the northerly side of 4th Street to and including the northerly southerly side of 8th Street. (See Map "Y" attached hereto and made a part hereof).

...

(13) *Area W*. Two-hour parking limits from 8:00 a.m. to 6:00 p.m., daily except Saturdays and Sundays. Motor vehicles displaying authorized municipal residential parking stickers for Area W, but only within the unrestricted areas of Area W, shall consist of both-sides of South Madison Street from West Street to Harlan Boulevard; and the east side of South Madison Street from Hollingsworth Avenue to Beech Street; and both-sides of Harlan Boulevard from South Madison Street to Justison Street; and both-sides of Hollingsworth Avenue from South Madison Street to Justison Street. (See Map "W" attached hereto and made a part hereof). Area W shall be bounded as follows: Beginning at the intersection of the southerly building line of West Street and the westerly building line of South Madison Street, thence southerly along the westerly building line of South Madison Street to the southerly building line of Hollingsworth Avenue, thence southerly along the easterly building line of South Madison Street to the northerly building line of Beech Street, thence northerly along the easterly building line of South Madison Street, thence easterly on Hollingsworth Avenue, to the easterly side of the Riverwalk, thence northerly along Riverwalk, to the ~~southerly~~ northerly building line of Poole Place, thence westerly on Poole Place, to the westerly building line of Justison Street, thence northerly on Justison Street, to the southerly building line of West Street, thence westerly on West Street.

...

SECTION 2. The amended special residential parking areas/districts “X”, “Y”, and “W” are illustrated on the maps attached hereto and made a part hereof as Exhibits “A”, “B”, and “C”, respectively.

SECTION 3. This Ordinance shall be deemed effective immediately upon its date of passage by City Council and approval by the Mayor.

First Reading..... June 7, 2018
Second Reading..... June 7, 2018
Third Reading.....

Passed by City Council,

President of City Council

ATTEST: _____
City Clerk

Approved this ____ day of _____, 2018.

Mayor



SYNOPSIS: This Ordinance amends Chapter 37 of the City Code by amending Section 37-226 thereof regarding the boundaries of special residential parking areas/districts “X”, “Y”, and “W”.


W0099868

EXHIBIT A

6TH ST

RESIDENTIAL PARKING: AREA "X"

Shaded streets () on this map are restricted parking areas. Area "X" Residential Permit holders must abide by all parking regulations and limitations on the restricted streets either while parked at a meter or parked on a street governed by parking regulation signage. Legal parking spaces in Area "X" on streets that are not shaded, or are shaded with this symbol () are unrestricted parking streets for Area "X" Residential Permit holders.

Student Parking Permits are valid in Area "X" only on West and Tatnall Streets that are shaded with this symbol ().

Student Parking Permits are not valid on any other street in Area "X."

WASHINGTON ST

WALNUT ST

5TH ST

4TH ST

4TH ST

DELAWARE
TECHNICAL

PUBLIC
SAFETY
BLDG

3RD ST

3RD ST

COMMUNITY
COLLEGE

&

SHIPLEY ST

MARKET ST

KING ST

2ND ST

FRENCH ST

BV

WASHINGTON ST

WEST ST

TATNALL ST

N LUTHER KING JR BV

FRONT ST



0 250 500 Feet

REV. 01.06.11

WATER ST

ST

WALL ST

OF THE ARTS

WING ST

MARKET ST

ROSA PARKS DR



TUBMAN-
GARRETT



AMTRAK
STATION

WALNUT ST

EXHIBIT B

RESIDENTIAL PARKING: AREA "Y"

Shaded streets () and () on this map are restricted parking areas. Area "Y" Residential Permit holders must abide by all parking regulations and limitations on the restricted streets either while parked at a meter or parked on a street governed by parking regulation signage. Legal parking spaces in Area "Y" on streets that are not shaded are unrestricted parking streets for Area "Y" Residential Permit holders.

Student Parking Permits are valid in Area "Y" only on streets that are shaded with the symbols () and ().

Student Parking Permits are not valid on any other street in Area "Y."

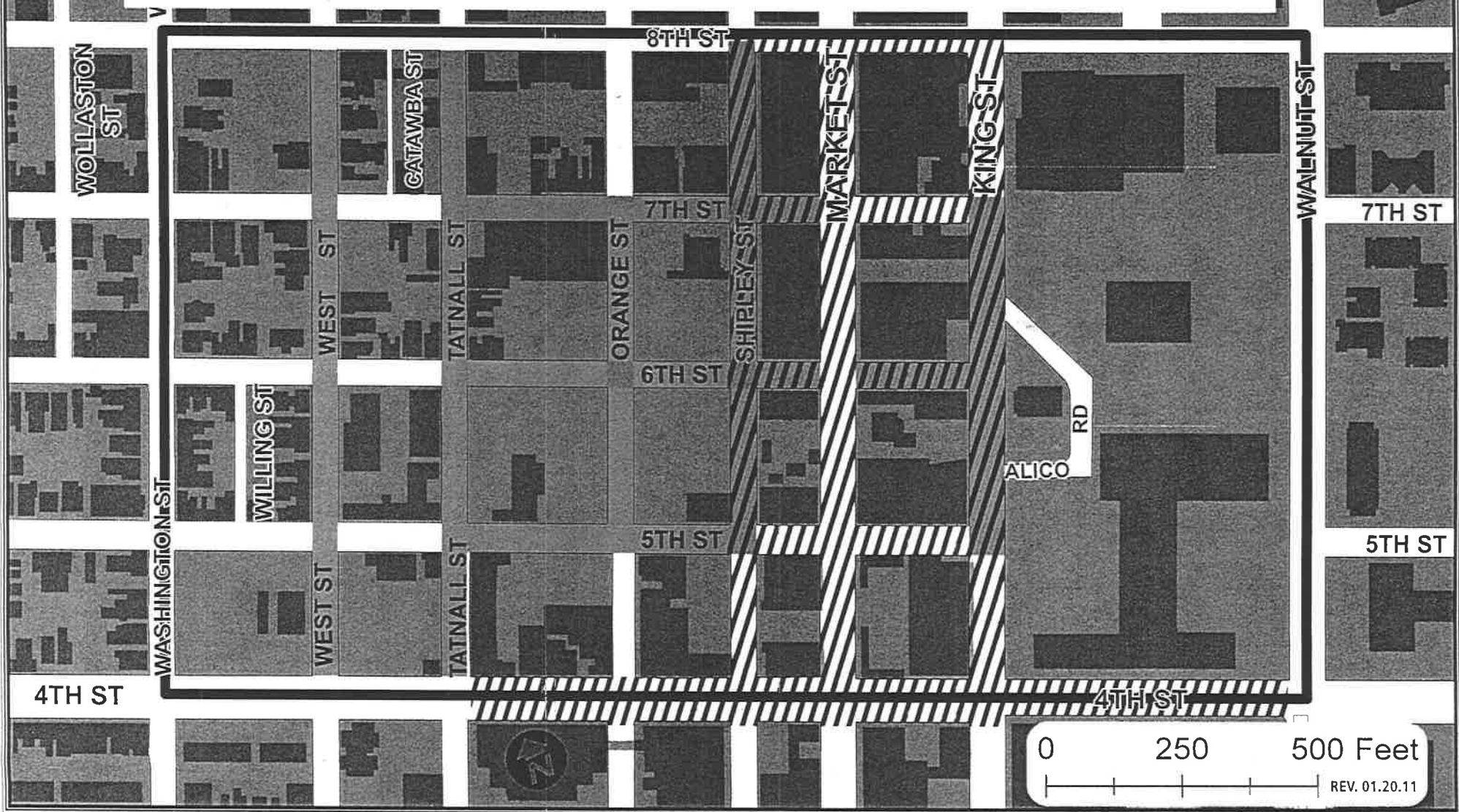


EXHIBIT C

RESIDENTIAL PARKING: ZONE "W"

TNUT ST

MARYLAND AV

LWR ELM ST

LIBERTY ST

MADISON ST

JUSTISON ST

ST

TATNALL ST

WATER

WEST

LWR

LINDEN ST

POOLE PL

HARLAN

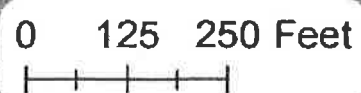
BLVD

CHRISTINA RIVER

HOLLINGSWORTH AV

JUSTISON

BEECH ST



Rev. 05.18.18

AN ORDINANCE TO ENACT CERTAIN PARKING REGULATIONS

#4544

Sponsors:

Council
Members
Harlee
Chukwuocha
Williams

WHEREAS, pursuant to the City Charter and Chapter 37 of the City Code, the Department of Public Works has proposed and the City Council deems it necessary and proper to enact the parking regulations set forth herein.

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

SECTION 1. That "ONE HOUR PARKING 8:00 A.M. TO 6:00 P.M., EXCEPT SUNDAY" signs be removed and replaced with "TWO HOUR PARKING 8:00 A.M. TO 6:00 P.M., EXCEPT SATURDAYS AND SUNDAYS" signs at the following locations:

- a. On the north side of West 6th Street, beginning 20 feet west of the westerly building line of North Orange Street, and extending 200 feet west.
- b. On the south side of West 6th Street, beginning 20 feet west of the westerly building line of North Orange Street, and extending 230 feet west.
- c. On the north side of West 6th Street, beginning 10 feet west of the westerly building line of North Tatnall Street, and extending 165 feet west.
- d. On the north side of West 5th Street, beginning 10 feet west of the westerly building line of North Tatnall Street, and extending 180 feet west.
- e. On the south side of West 5th Street, beginning 10 feet west of the westerly building line of North Tatnall Street, and extending 180 feet west.
- f. On the east side of North Walnut Street, beginning 65 feet north of the northerly building line of East 11th Street, and extending 210 feet north.
- g. On the east side of North Walnut Street, beginning 20 feet north of the northerly building line of East 12th Street, and extending 270 feet north.

- h. On the east side of North Walnut Street, beginning 20 feet north of the northerly building line of East 13th Street, and extending 280 feet north.
- i. On the west side of North Walnut Street, beginning 20 feet north of the northerly building line of East 13th Street, and extending 325 feet north.

SECTION 2. That **“TWO HOUR PARKING 8:00 A.M. TO 4:00 P.M., EXCEPT SUNDAY”** signs be removed and replaced with **“TWO HOUR PARKING 8:00 A.M. TO 6:00 P.M. EXCEPT SATURDAYS AND SUNDAYS”** signs on the north side of West 5th Street, beginning 14 feet west of the westerly building line of North Shipley Street, and extending 155 feet west.

SECTION 3. That **“NO PARKING ANY TIME”** signs be removed and replaced with **“LOADING ZONE 8:00 A.M. TO 6:00 P.M., EXCEPT SATURDAYS AND SUNDAYS”** signs at the following locations:

- a. On the west side of North Market Street, beginning 255 feet south of the southerly building line of West 9th Street, and extending 60 feet south.
- b. On the east side of North Market Street, beginning 255 feet south of the southerly building line of West 9th Street, and extending 60 feet south.

SECTION 4. That **“NO PARKING 8:00 A.M. TO 9:30 A.M., EXCEPT SATURDAYS AND SUNDAYS”** signs be removed and replaced with **“TWO HOUR PARKING 8:00 A.M. TO 6:00 P.M., EXCEPT SATURDAYS AND SUNDAYS”** signs at the following locations:

- a. On the north side of West 5th Street, beginning 0 feet west of the westerly building line of North Orange Street, and extending 260 feet west.

b. On the south side of West 5th Street, beginning 10 feet west of the westerly building line of North Orange Street, and extending 135 feet west.

SECTION 5. That “**NO PARKING BETWEEN SIGNS**” be installed on the east side of North West Street, beginning 103 feet from the northerly building line of West 34th Street and extending north 37 feet.

SECTION 6. That “**NO PARKING BETWEEN SIGNS**” be installed on the west side of North West Street, beginning 77 feet from the northerly building line of West 34th Street and extending north 40 feet.

SECTION 7. That “**TWO HOUR PARKING 8:00 A.M. TO 6:00 P.M., EXCEPT SATURDAYS AND SUNDAYS**” signs be installed on the west side of North Grant Avenue, beginning 15 feet north of the northerly building line of West 11th Street and extending 360 feet north.

SECTION 8. This Ordinance shall become effective immediately upon its passage by City Council and approval by the Mayor.

First Reading..... June 7, 2018
Second Reading..... June 7, 2018
Third Reading.....

Passed by City Council,

President of City Council

ATTEST: _____
City Clerk

Approved this ____ day of _____, 2018.

Mayor

SYNOPSIS: This Ordinance approves various parking regulations in the City. With respect to North Grant Avenue, this Ordinance approves the installation of two-hour parking signs on the west side of North Grant Avenue to parallel the two-hour parking that is already permitted on the east side of North Grant Avenue.

W0099995

AN ORDINANCE TO AUTHORIZE AND APPROVE A CONTRACT BETWEEN THE CITY OF WILMINGTON AND MID-ATLANTIC SERVICES, A-TEAM CORP. FOR JANITORIAL SERVICES AT THE MUNICIPAL COMPLEX

#4545

Sponsor:

Council
Member
Turner

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

WHEREAS, the City publicly advertised the specifications for Contract 19006PW - Janitorial Services at the Municipal Complex (the "Contract") - in accordance with the requirements of Section 8-200 of the City Charter, and subsequently awarded the Contract, a copy of which, in substantial form, is attached hereto and incorporated by reference herein as Exhibit "A", to Mid-Atlantic Services, A-Team Corp. (the "Contractor"), the highest ranked proposer; and

WHEREAS, the term of the Contract is for a period of one (1) year from July 1, 2018 through June 30, 2019, at an estimated price of One Hundred Thousand Eight Hundred Seventy Seven Dollars and Fifty Two Cents (\$100,877.52), with the possibility of two (2) extensions of one (1) year thereafter at the same annual price, at the option of the City, subject to budget appropriations; and

WHEREAS, the primary purpose of the Contract is to provide janitorial services to the City's Municipal Complex; and

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

WHEREAS, it is the recommendation of the Department of Public Works that the City enter into the Contract with the Contractor for a period of one (1) year from July 1, 2018

through June 30, 2019, and reserve the right to extend the Contract for two (2) additional periods of one (1) year thereafter, at the option of the City.

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

SECTION 1. Contract 19006PW - Janitorial Services at the Municipal Complex - between the City of Wilmington and Mid-Atlantic Services, A-Team Corp., a copy of which Contract is attached hereto as Exhibit "A," for the period of one (1) year from July 1, 2018 through June 30, 2019, at an estimated price of One Hundred Thousand Eight Hundred Seventy Seven Dollars and Fifty Two Cents (\$100,877.52), with the possibility of two (2) additional extensions of one (1) year thereafter at the same annual price, at the option of the City, is hereby approved, and the Mayor and the City Clerk are hereby authorized and directed to execute as many copies of the Contract, as well as all additional undertakings related thereto, as may be necessary.

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

First Reading..... June 7, 2018
Second Reading..... June 7, 2018
Third Reading.....

Passed by City Council,

President of City Council

ATTEST: _____
City Clerk

Approved this ____ day of _____, 2018.

Mayor

SYNOPSIS: This Ordinance authorizes the execution of Contract 19006PW - Janitorial Services at the Municipal Complex - between the City of Wilmington and Mid-Atlantic Services, A-Team Corp. for the period of one (1) year from July 1, 2018 through June 30, 2019, at an estimated price of One Hundred Thousand Eight Hundred Seventy Seven Dollars and Fifty Two Cents (\$100,877.52), with the possibility of two (2) additional extensions of one (1) year thereafter at the same annual price, at the option of the City.

FISCAL IMPACT STATEMENT: The fiscal impact of this Ordinance is a contract for the period of one (1) year from July 1, 2018 through June 30, 2019, at an estimated price of One Hundred Thousand Eight Hundred Seventy Seven Dollars and Fifty Two Cents (\$100,877.52), with the possibility of two (2) additional extensions of one (1) year thereafter at the same annual price, at the option of the City.

W0100073

EXHIBIT A



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

Customer: SD CITY WLM PURCHASING DIV
Address: 800 N FRENCH ST FL 5
WILMINGTON DE 19801
USA

Ad No.: 0002777270
Pymt Method Invoice
Net Amt: \$162.98

Run Times: 2

No. of Affidavits: 1

Run Dates: 03/08/18, 03/13/18

Text of Ad:

The City of Wilmington will receive sealed bids at the Division of Procurement & Records, 5th Fl., Louis L. Redding Bldg., 800 French St., Wilm., DE 19801 for: 19006PW - JANITORIAL SERVICES at the MUNICIPAL COMPLEX
Pre-Bid Meeting: Thursday, March 15, 2018, at 10:00 a.m., in the William G. Turner Building, Public Works Conference Room, 500 Wilmington Avenue, Wilmington, DE 19801
Bid opening: Thursday, March 29, 2018, at 3:00 p.m., in the 5th Floor Finance Conference Room, Louis L. Redding City/County Building, 800 French Street, Wilmington, DE 19801.
Specs may be obtained at the above address for the Division of Procurement & Records.
Philip Ceresini
Purchasing Agent II
Division of Procurement and Records
Department of Finance
3/8, 3/13-NJ

0002777270-01



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SD CITY WILM PURCHASING DIV
 800 N FRENCH ST FL 5

WILMINGTON, DE 19801

DE,

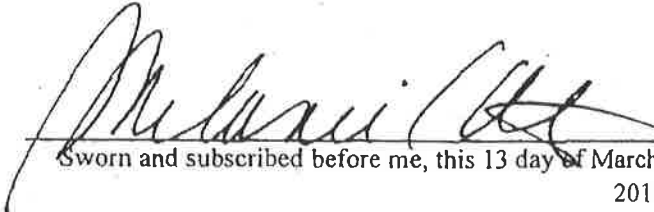
AFFIDAVIT OF PUBLICATION

State of Delaware
New Castle County

Personally appeared **The News Journal**

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

03/08/18, 03/13/18 A.D 2018


 Sworn and subscribed before me, this 13 day of March,
 2018

Ad Number: 0002777270

Legal notification printed at larger size for affidavit.



INSTRUCTIONS TO BIDDERS

1. Bids on City Contract 19006PW – JANITORIAL SERVICES at the MUNICIPAL COMPLEX will be publicly opened and read aloud in the 5TH Floor Finance Conference Room, Louis L. Redding City/County Building, 800 French Street, Wilmington, Delaware, on **THURSDAY, MARCH 29, 2018, AT 3:00 p.m.**
2. Proposals must be in triplicate, sealed in an envelope, and the envelope endorsed "**Bid for City Contract 19006PW – JANITORIAL SERVICES at the MUNICIPAL COMPLEX**" and addressed to the Department of Finance, Division of Procurement and Records, 5th Floor, Louis L. Redding City/County Building, 800 French Street, Wilmington, Delaware.
3. Any bid may be withdrawn prior to the schedule time for opening of bids or authorized postponement thereof. No bid may be withdrawn within thirty (30) calendar days after the actual opening thereof.
4. The successful bidder will be required to have or obtain an appropriate business license from the Department of Finance, Revenue Division, City of Wilmington, in order to be awarded the contract. Before obtaining a City of Wilmington Business License, all applicants must show proof of a current State of Delaware Business License.
5. No bid will be considered unless accompanied by a Certified Check (personal check, cashier's check, or treasurer's check are not acceptable) or a good and sufficient Bid Bond to the City of Wilmington in the amount of not less than 10 percent of the amount of the base bid, plus all additive alternatives, with Corporate Surety authorized to do business in the State of Delaware.
6. The Bid Bond must be accompanied by a certification attached hereto, issued by the Surety Company, qualified to do business in the State of Delaware, and satisfactory to the Owner, which certification contains the commitment of the Surety Company to execute a 100 percent Performance and/or Labor and Materials Bonds to cover the bidder's performance and its' payments of labor and materials if the bidder is successful and the contract is awarded to him. The successful bidder must furnish the above bond within ten days after the award of contract.
7. If a corporation, the successful bidder shall furnish a certificate from the State where it is incorporated, stating that it is a subsisting corporation. The corporation shall also furnish one (1) original and two (2) copies of the excerpts of the corporate minutes which grant authority to those who sign and attest the contract. The Corporate Seal shall be affixed where signatures are attested.
8. The successful bidder will be required to withhold City of Wilmington Wage Tax from their employees and withheld taxes paid to the City of Wilmington pursuant to the provisions of the Wilmington Wage Tax Law. This law applies to people living and/or working in the City of Wilmington.
9. Bidders are required to refer to the delinquent tax clause appearing on page GC-21 of the General Conditions.
10. The successful bidder certifies that they are not listed on the Federal Government, Excluded Parties List System (www.sam.gov). This will be verified by the City of Wilmington and if listed may be grounds for rejection of the bid or proposal.
11. Any person doing business or seeking to do business with the City shall abide by the following Global Sullivan Principles:
 - A. Support universal human rights and particularly, those of employees, the communities within which you operate, and parties with whom you do business.

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

12. **Award and Execution of Contract**

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

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

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

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

Pre-Bid Meeting: Thursday, March 15, 2018, at 10:00 a.m., in the William G. Turner Building, Public Works Conference Room, 500 Wilmington Avenue, Wilmington, DE 19801

Special Note: Effective January 1, 2015, per City ordinance 14-042, all contracts for which competitive bidding is required, minimum wage of \$10.10 per hour must be paid to workers in the performance of any contract or subcontract.

SPECIFICATIONS FOR JANITORIAL SERVICES
MUNICIPAL COMPLEX – CITY OF WILMINGTON

WILLIAM G. TURNER BUILDING

&

JAMES C. HOLLOWAY BUILDING

Contract: 19006PW

JANITORIAL SERVICES
MUNICIPAL COMPLEX – CITY OF WILMINGTON
WILLIAM G. TURNER and JAMES C. HOLLWAY BUILDINGS

SPECIFICATION: 19006PW

Location: City of Wilmington, Municipal Complex, William G. Turner Building and James C. Holloway Building, 500 Wilmington Avenue, Wilmington, Delaware 19801

General: The designated areas of the William G. Turner and James C. Holloway Buildings are to be cleaned in a first-class manner. The specifications have been prepared with that intent in mind; no excuses due to lack of personnel or other internal problems will be accepted. Prepare and analyze your bid accordingly. General specifications must be adhered to and all enclosures requested herein must be submitted with your bid.

Bids: The City of Wilmington representative reserves the right to change the attached schedule of specifications upon agreement with contractor and make necessary contract changes without voiding unaffected terms of the original contract. The bid is to be developed on a cost per square foot for cleaning all areas including corridors, rest rooms, elevators, lobbies, and all other building space that normally needs janitorial services. Cleanable square footage shall be measured from inside wall to inside wall and from floor to ceiling, including floor space taken by furniture, internal walls, ceiling vents and tiles, columns, etc.

Work Hours: Janitorial services as outlined herein shall be provided six days a week, Monday through Friday and Sunday. A daytime porter will perform janitorial services Monday through Friday from 8:00am to 12:00pm. Night shift employees Monday through Friday, 5:00pm to 9:00pm however they may start sooner if approved by Building Services Management. A designated employee for Sunday will perform the same duties as assigned to the daytime porter and night shift employees. The employee shall perform these duties at a minimum of 2 hours but not more than 4 hours beginning at 4pm until 8pm. A contract foreman/supervisor manager must be present at least four hours a day, Monday through Friday. This person is to be present during the duration of time that other employees of the Contractor are on the premises. The contract supervisor must sign in and out whenever in this building.

The City of Wilmington authorizes that the successful bidder of this contract can take the following holidays during this contract at no extra charge to the City of Wilmington: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day (Thursday only), and Christmas Day. All other City holidays are to be working days for the successful bidder of this contract. Night shift employees may start work at 5:00 p.m., or sooner if approved by Building Services Management, but no later than 6:00 p.m. and work to at least 9:00 p.m. or until all areas have been cleaned so that the requirements of this contract are met. On holidays when the City is off but the cleaning crews are working, the City expects special cleaning projects to be completed.

Hours & Personnel:

The successful bidder shall provide a minimum of (5) persons to fulfill the requirements of this contract including the foreman/supervisor/manager.

If attendance is not maintained over any 30 working days, the City of Wilmington reserves the right to terminate this contract. If the City of Wilmington finds that the number of personnel or hours proposed is not sufficient to produce a satisfactory quality cleaning of this building, the City of Wilmington may request that the number of personnel or the working hours be increased until the City is satisfied with an improvement and there will be no additional cost to the City of Wilmington. The City assumes that the cost per square foot proposed by the bidder is based on their expert opinion of the proper number of personnel needed to clean the area specified. The City of Wilmington will not be responsible for additional cost by bidder to add personnel, as requested by City, to clean the square footage specified.

The increases will be at the cost to the successful bidder and in no way will add to the price of this contract. All of the contractor's personnel may be required to clock in and out and the successful bidder must supply an acceptable time clock and time cards throughout the life of this contract. The time clock, if used, will be located at a suitable location determined by the Building Maintenance Management. The City of Wilmington will supply the power to the time clock. Each month a certified payroll showing attendance of all of the contractor's personnel must be submitted with the invoice before payment will be made. Backup of the original time cards will be sent to the Building Maintenance Management every month. There is to be no exception to this entire paragraph throughout the life of this contract. If the successful bidder does not agree to the requirements of this paragraph during the life of this contract, the City of Wilmington may request that the contract be terminated.

Administration:

The successful bidder's account manager will report to the City representative(s) in all matters pertaining to the contract. This contract must have a cleaning foreman/supervisor/manager who is not normally a working employee. Their job is to review the work of contract employees. **The City must receive each person's resume/application and all other documentation prior to the start of work in this building.**

The City representatives will meet with the contractor prior to the start of work under this contract to review the conduct expected to be enforced by the contractor for all contract employees. Notification will be given to the City representatives when new personnel are hired. The cleaning contractor will assure that assigned contract personnel have no prior arrest record for a violent crime and/or a felony offense.

Inspection & Review:

Monthly reviews will be made with the contractor by the City representatives to determine that all required services outlined herein are being provided. The inspections shall be at the discretion of the City representatives. The City expects consistent performance according to specifications as outlined herein. In addition to the monthly review with the contractor, the contract supervisor will make daily tours of the building observing general maintenance. A daily log will be maintained of all cleaning requests and/or complaints. This log will be

reviewed daily by the City of Wilmington Building Services Management and the janitorial contract supervisor. Major discrepancies between contract provisions and contractor's performance that cannot be settled by the Building Services Manager and the Janitorial Contract Supervisor shall be taken up by the City Solicitor's Office along with management personnel of the cleaning contractor. Said management personnel are expected to be readily available to meet on site with the Building Services Manager and to be responsive to inquires and complaints.

Hold Harmless: The contractor agrees to indemnify and hold the City of Wilmington harmless from and against any and all claims for injury to or loss of life or damage to or loss of use of property caused or alleged to be caused by acts or omissions of the contractor, the contractor's employees, and any subcontractors.

Insurance: The contractor will be required to provide insurance of the prescribed types and minimum amounts as set forth below. The bidder who is awarded the contract must furnish insurance certificates to the City of Wilmington within ten (10) days after notice of award. This shall be evidence that the contractor has provided the necessary coverage. The City of Wilmington shall be named as additional insurers. The certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least 30 days prior written notice has been given to the City of Wilmington. Minimum requirements of insurance to be carried by the contractor shall be as follows:

- a. Workers' Compensation Insurance – statutory as required by the Workers' Compensation Law of Delaware – employer's liability \$100,000.
- b. Comprehensive General Liability Insurance, including broad form property damage and contractual liability insurance--bodily injury and property damage liability with a combined single limit of \$1,000,000 for all damages because of bodily injury and property damage suffered by one or more persons or organizations as a result of any one occurrence. If any part of the work under the contract is to be performed by a subcontractor, the prime contractor shall carry on his own behalf contractors' protective liability insurance for both bodily injury and property damage liability for the same limits as specified above and shall also provide on behalf of each subcontractor comprehensive liability insurance for the same limits as specified above.
- c. Comprehensive Automobile Liability Insurance (to provide coverage for all owned and rented vehicles) – bodily injury and property damage liability with a combined single limit of \$1,000,000 for all damages because of bodily injury and property damage suffered by one or more persons as a result of one or more accidents.

Cancellation: The provisions outlined in these specifications are the absolute, basic, and minimum requirements. The City's representatives must be satisfied with the contractor's performance before monthly invoices will be paid. Failure to meet these requirements, as determined by the City in the exercise of good faith

judgment, will result in cancellation of the contract by the City or a reduction in the contractor's monthly invoice as provided below.

Billing: Monthly charges shall be submitted to the City of Wilmington on the first of the month, following the work completed, and for all services performed the previous month. Immediate notification will be given of any omissions of work or unsatisfactory performance of work. Failure to correct unsatisfactory work shall result in an appropriate deduction from monthly charges. Such a deduction shall be solely determined by the City's representatives in the exercise of good faith judgment regarding contractor's performance for the previous month.

Equipment & Supplies: The contractor is responsible for providing the supplies necessary to perform quality housekeeping as specified in the contract. There is to be a readily available stock of these supplies at all times. This must also include the necessary functional vacuum sweepers to vacuum as specified, dusters, cleaning cloths, and a steam carpet cleaner for spot cleaning. A listing of all supplies for approval must be submitted with the bid (no exceptions to these requirements).

Note: The City representatives or his designee reserves the right to inspect products, equipment, etc., and request samples of products for testing purposes. He also has the right to reject any items. Material safety data sheets (MSDS) will be made available for each product supplied. Closets are available on each floor for the janitorial staff to store their supplies and equipment. Closets shall be kept locked. A general storage area will be designated by the City representatives for larger objects and paper supplies. All cleaning supplies shall be of industrial strength, rest room agent should be of the Quaternary ammonium germicide type or approved equal. Bleached paper products are to be provided. Every restroom must have urinal, toilet surfaces, and floors surrounding them, sprayed with a "Lysol" spray type disinfectant. No exception to this requirement.

Licenses: All licenses required by State and/or City shall be obtained by the contractor. The successful bidder will be required to withhold City of Wilmington wage tax from their employees, and withheld taxes shall be paid to the City of Wilmington pursuant to the required withhold City of Wilmington wage tax from their employees, and withheld taxes shall be paid to the City of Wilmington pursuant to the provisions of the Wilmington Wage Tax Law. No contract will be signed until evidence is provided of having obtained all necessary licenses and having applied for wage tax withholding.

Physical Size of Buildings:

There are approximately 21,000 square feet of occupied and common shared areas on two floors in the Turner Building and 6,500 square feet occupied and common shared areas on one floor in the Holloway Building .

Note: The frequencies shown in these specifications are designed to provide a satisfactory degree of cleanliness under normal conditions. In the case of inclement weather or other unforeseen circumstance, it will be necessary to change the frequency of cleaning in some areas to maintain satisfactory cleaning standards.

Length of Contract: Start of contract, July 1, 2018 to June 30, 2019. The City reserves the option to extend this contract for (2) consecutive one-year terms provided that all conditions and pricing remain the same and that the contractor has satisfactorily met the conditions of this contract. The City will give 60 days advance written notice if the contract is to be extended.

If the vendor and the City cannot reach an agreement, the City reserves the right to rebid the contract.

General Conditions: The successful bidder and foreman/supervisor of the successful bidder shall assure that the following is followed:

1. Vendor is encouraged to inspect building before submitted bid. Contact Sam Baise Jr. at (302) 420-8602 for appointment.
2. All bidders shall be required to post a bid bond or certified check in the amount of 10 percent of the contract price along with their bid.
3. The successful bidder will be required to provide a performance bond in the amount of 100 percent of the total contract price, within 10 days after the award of the contract. Each contract employee must be bonded and evidence of bonding must be submitted to City at the beginning of the contract and before new employees start.
4. All personnel shall have picture identification cards or badges provided by contractor. A staff list must be given to the City representative's at least semi-annually. The contractor's personnel must pass a substance abuse test prior to working in this building and it is to be paid for by the contractor. Results of the test must be forwarded to the City of Wilmington. Any personnel suspected of substance abuse by the City shall be removed by the contractor's supervisor. As a qualification of working in this building, the successful bidder shall check to ensure that each employee has a valid social security account and the proper documentation to work in the USA for this contract. A background check must also be done and the results forwarded to the City of Wilmington within five working days after the employee starts work in the building. Failure to do this will result in dismissal of employee.

5. All night shift cleaning shall be performed on a five-day week, Monday through Friday after 5:00 p.m. or sooner if approved by Building Services Management and on holidays as previously explained.
6. The City retains the right to demand removal from its premises, any contractor's employee for whatever reason may be deemed sufficient by the City of Wilmington.
7. Damage and/or pilferage by employees of the contractor shall be the contractor's responsibility, and the owner's loss must be reimbursed. Employees causing these actions must be terminated. Unauthorized telephone calls shall be reimbursed.
8. The contractor shall at his expense correct unsatisfactory work as directed.
9. The contractor shall take every precaution for the safety of employees and tenants of both the William G. Turner, and James C. Holloway Buildings.
10. All contract personnel must enter and leave the building by the front door by the public entrance.
11. Any custodian leaving the building with bags, boxes, etc., where the contents are not visible to Security, will not be able to leave until the supervisor, in the presence of Security, surveys the contents.
12. Custodians will not eat in any office area. The only area for eating shall be the cafeteria area and it must be cleaned and straightened afterwards.
13. Any custodial staff that wants to leave the building during their shift will only be allowed to leave when cleared by their supervisor.
14. The contract personnel sign-in sheet will indicate where the custodians are assigned. Any changes during the shift must be given to Building Services.
15. All non-pay telephones in the building are off limits. In the event of an emergency, the telephone at the Reception Desk may be used. This is for local calls only, no long distance or casual calls.
16. Contract personnel are responsible for turning off any light switches that are accessible to them after cleaning an area.
17. Any terminated employee must be brought to the attention of Building Services Management and the City of Wilmington.
18. Contract Personnel are to replace all rest room supplies: i.e., hand soaps and towels, toilet tissue, toilet seat covers, sanitary supplies, deodorant blocks, etc., as soon as needed.

19. Contract personnel are to perform all other janitorial duties or services not specifically listed in these specifications.
20. The lobby elevator is to be cleaned and mopped on a daily basis.
21. All insects trapped in fluorescent lights fixtures as well as dust must be cleaned in corridors, lobbies, all office areas, and executive suites.
22. All contract personnel shall clean up after themselves when through with the shift.
23. The frequencies and tasks in these specifications are designed to provide a satisfactory degree of cleanliness under normal conditions. In the case of inclement weather or unforeseen circumstances, it will be necessary to change the frequency of cleaning in some areas to maintain satisfactory cleaning standards.
24. All carpet surfaces must be vacuumed every work night. All floor and tile surfaces must be damp mopped each work night. Arrangements will be made to access areas normally secured at night.
25. All bathrooms are to be cleaned top to bottom daily. Stains and deposits shall be removed from all surfaces.
26. All horizontal surfaces are to be dusted and or cleaned in offices, hallways, stairwells and throughout the building on a daily basis.
27. Trash shall be removed from all trash Receptacles daily and boxes marked "trash" shall be taken to the dock area dumpster.
28. No obnoxious or toxic chemicals shall be used. All chemicals are to have prior approval by City representatives before use. Bidders must submit list of chemical/ cleaners/solvents with bid for approval.
29. As of July 1, 2011, contractor's personnel shall remove recycling material from blue wastebaskets located in each office. This material is to be emptied every evening into the bins located in the hallways of offices on every floor each evening. The bins on each of the floors will be removed occasionally as requested during day shifts or as needed in the evening shifts.

References:

References must be provided with your bid of at least four other buildings of similar size and nature which vendor currently services or has serviced. Out of these, at least one of the buildings must be current contracts. Names, addresses, and phone numbers of Representatives from all referenced buildings must be provided. Two of the four references, must be from non-active, previous accounts. Acceptable similar building experience will be at the sole discretion of the City of Wilmington. The City of Wilmington reserves the right to reject bids that do not meet the above requirements.

Note: In addition to the unit price for cleanings, references shall be a material consideration in determining whether a prospective contractor is responsible and, therefore, entitled to the award.

Areas to be Cleaned: Payment for this contract will be billed 70% to the Department of Public Works and 30% to the Department of Parks and Recreation.

**CONTRACT SPECIFICATIONS
CITY OF WILMINGTON
MUNICIPAL COMPLEX WILLIAM G. TURNER BUILDING**

I. ENTRANCE LOBBY

DAILY

- Sweep and wet mop all hard flooring. Remove dirt and scuff marks from lobby floors, steps, and kick plates.
- All carpet to be vacuumed using approved vacuum cleaner. All spots on carpet are to be removed.
- Dust and spot clean (all) lobby furniture.
- Dust all horizontal surfaces to a height of 72".
- Vacuum carpeted stairwell including corners and edges. Dust handrails.
- Empty exterior ashtrays and trash receptacles. Replace liner.
- Clean entrance and lobby glass doors. Spot clean side glass for fingerprints.
- Vacuum vestibule mat and any matting found in lobby. Lift mats to sweep.

MONTHLY

- High dust all horizontal surfaces above 72" and all electrical and air conditioning ceiling fixtures accessible.
- Strip and refinish all VCT tile.
- Machine scrub ceramic tile in common hallways.

II. GENERAL OFFICE AREA

DAILY

- All hard surface flooring to include stone, ceramic, VCT and computer flooring to be swept and damp mopped nightly.
- Carpet walkways and debris found in cubicles to be vacuumed using approved vacuum cleaner. All spots on carpet are to be removed.
- Dust and/or wipe clean all partition tops, file cabinets, ledges and windowsills. (Tenant to dust desktops.)
- Spot clean and or dust all doorframes, doorjambs, light switches, and wall surrounding trash receptacles.
- Empty all waste receptacles nightly, bag, and remove from the premises, waste paper, and waste materials to designated areas.

- Areas in elevator lobbies used to store waste until removed from the floor are to be protected (floors and walls) with approved plastic covering.
- Replace all liners in waste cans when torn, wet, or contaminated with food residue.
- Clean, disinfect and polish dry all water fountains and coolers.
- Check all stairwells throughout the entire building nightly and maintain in a clean condition, free of dust and debris.
- Spot clean all glass partitions and doors.
- Keep janitor closet and slop sink rooms in a neat and orderly condition.

WEEKLY

- Dust and polish all desktop furniture, fronts of cabinets and surfaces over 72" in height.
- Items on desktops and other furniture are not to be moved.
- Remove all fingerprints from all painted surfaces near light switches, entrance doors, etc.
- Damp mop floors in public stairwells throughout the building.
- Vacuum completely under desks and around all furniture and wall edges. Clean and sanitize all telephone handsets. Machine burnish finish on all vinyl, rubber and asphalt tile and other similar types of flooring.

MONTHLY

- Dust all vertical surfaces in corridors and walkways.
- Vacuum all upholstered furniture as needed.
- Dust blinds.
- Dust all ceiling vents and return grills.
- Machine scrub ceramic tile corridors.
- Dust exterior lenses of lighting fixtures.

SEMI-ANNUAL

- Strip and refinish all VCT tile.

III. CONFERENCE, MEETING, AND TRAINING ROOMS

DAILY

- Vacuum, empty trash and dust completely.
- All other scheduled cleaning is to be followed as General Office Area.
- Dust and polish countertops.
- Strip and refinish all VCT tile on a semiannual basis, or as requested by the owner.

IV. RESTROOMS/LOCKER ROOMS

NIGHTLY

- Clean and disinfect all toilet seats (both sides), basins, bowls and urinals.
- Sweep and damp mop all restroom floors using a proper disinfectant.
- Clean and dry all mirrors, bright work and enamel.
- Spot clean all partitions and dispensers.
- Clean and sanitize shower stalls.
- Service sanitary napkin dispensers.
- Empty waste receptacles. Replace liners.
- Fill soap dispensers.
- Empty sanitary napkin dispensers. Replace liners.
- Clean exterior of all receptacles and dispensers.
- Remove fingerprints from painted surfaces.
- Report all mechanical deficiencies, dripping faucets, etc.
- Restock paper towel, tissue and seat cover dispensers.

WEEKLY

- Damp wipe all partitions using a disinfectant.
- High dust all surfaces to include tops of lockers, lights, walls, exhaust fans, and louvers.
- Pour water in floor drains to minimize sewer gasses.

MONTHLY

- Machine scrub tile floors.
- Damp wipe tile, vinyl and painted wall surfaces.
- Dust exterior of ceiling lights.

V. CAFETERIA AND OFFICE AREA KITCHENETTES

DAILY

- Clean all countertops, cabinet fronts; sinks, tabletops, chair seats, and Windowsills. Note: Cafeteria serving line items are the responsibility of that vendor.
- Empty waste receptacles and replace liners. Take trash to a designated area.
- Clean the exterior of all appliances.
- Sweep and damp mop tile flooring including behind serving line in cafeteria.
- Vacuum all mats or other carpet if present.
- Damp wipe all dispensers and replace paper towels as necessary.

WEEKLY

- Hi-speed burnish VCT flooring in coffee stations.
- Dust all surfaces over 72" in height.
- Clean interiors of refrigerators and microwave ovens (Friday)
- Damp wipe exterior of all trash receptacles.

- Dust all baseboards.

MONTHLY

- Dust all ceiling vents and return grills.
- Dust window blinds.
- Machine scrub ceramic tile in cafeteria.
- Dust exterior side of ceiling lights.

SEMI-ANNUAL

- Strip and refinish VCT flooring.

VI. BUILDING EXTERIOR

DAILY

- Empty all trashcans and ashtrays. Replace liners in trashcans.
- Check for debris around main entrances, loading dock area and compactor; sweep or remove debris using appropriate cleaning methods.

VII. GARAGE OFFICES

DAILY

- Empty trashcans and replace liners.
- Sweep and wet mop floors
- Dust tops of file cabinets and ledges. (Tenant to dust desktop.)
- Spot clean glass partitions.
- Spot clean all walls around light switches and doors.
- Spot sweep mezzanine stairwells.

WEEKLY

- Dust and polish all desktop furniture, fronts of cabinets and surfaces over 72" in height.
- Burnish VCT Tile
- High and low dust all ledges, pictures and chair bottoms.
- Sweep completely two stairwells leading from second floor mezzanine.

MONTHLY

- Dust ceiling diffusers.

VIII. MEDICAL DISPENSARY

The objective of the cleaning process is not only to clean well, but also to clean for improved health. All cleaning in the medical dispensary will be done using hospital grade disinfectants and/or registered germicide for the protection of all persons, employees or the general public. Backpack vacuums are to be used in this area, which are high powered and energy-efficient vacuums. These vacuums utilize high-capture HEPA filters that remove 99.9% of harmful particulate and dust, resulting in a cleaner and healthier environment.

DAILY

ENTRANCES - WAITING AREA - HALLWAYS - OFFICES - EXAM ROOMS - THERAPY ROOM - LUNCH ROOM - MEDICAL FILE AREA - COMMON AREAS

- Clean and wash all lobby glass at front desk, keeping free of finger prints, smudges, etc. and maintaining streak free condition.
 - Vacuum all carpeted areas wall to wall. Spot clean areas as needed.
 - Wash private entrance door glass and kick plates on both sides.
 - Dust horizontal surfaces of desks, tables and countertops.
 - Spot clean horizontal surfaces for removal of spillage, marks and smudges.
 - Mop hard surface floors to remove stains or spillage marks with chemically treated mop head.
 - Disinfect sink, countertop, cabinets, tables, chairs, toaster oven and microwave oven in the lunchroom.
 - Wipe clean outside of the refrigerator.
 - Wipe clean exam room bed.
 - Wipe clean exam room bed stools.
 - Disinfect sauna room.
 - Disinfect all touch surfaces in exam rooms using an antibacterial/germicidal residual based cleaning system.
 - Collect trash.
 - Replace trash liners.
 - Clean, polish and sanitize drinking fountains and water coolers.
 - Wipe down steam room with approved germicidal cleaner.
 - Wipe down shower with approved germicidal cleaner.
- Note: No red bags will be touched this is owner responsibility.**

RESTROOMS

- Empty trash receptacles and wash, if necessary.
- Disinfect door handles, partition handles and light switches using hospital grade disinfectant or registered germicide.
- Clean all dispensers, mirrors and fixtures.
- Clean and disinfect sinks, toilets, toilet seats and urinals using hospital grade disinfectant or registered germicide.

- Spot clean walls and partitions to remove smudges.
- Restock all paper products and hand soap.
- Sweep and mop floor using hospital grade disinfectant or registered germicide.
- Disinfect shower using hospital grade disinfectant or registered germicide.

WEEKLY

ENTRANCES - WAITING AREA – HALLWAYS – OFFICES – EXAM ROOMS - THERAPY ROOM - LUNCH ROOM – MEDICAL FILE AREA - COMMON AREAS

- Clean metal trim on entrance doors.
- Wash partition glass.
- Dust vertical surfaces, walls, and woodwork up to 8 feet high.
- Thoroughly dust all horizontal surfaces of office furniture, including desks, computer monitors, tables, file cabinets, windowsills and wall hangings.
- Clean furniture
- Wipe clean all telephone receivers and dust the bases.
- Wipe clean base boards.
- Wipe down outside of trash receptacles.

RESTROOMS

- Clean and sanitize the outside of trash receptacles and dispensers.
- Polish all dispensers, mirrors and bright work.
- High dust tops of doors, partitions, mirrors and air vents.
- Clean and sanitize restroom partitions and walls around toilets and urinals.

MONTHLY

ENTRANCES - WAITING AREA – HALLWAYS – OFFICES – EXAM ROOMS - THERAPY ROOM - LUNCH ROOM – MEDICAL FILE AREA - COMMON AREAS

- High dusting of air vents, tops of doors, door frames, ceiling corners, and edges etc.
- Dust exterior of all light fixtures.
- Dust fixtures, fire boxes, extinguishers, pictures, etc.
- Dust all picture frames and wall hangings.
- Wipe down blinds with treated duster.

RESTROOMS

- High dusting of air vents, tops of doors, door frames, ceiling corners, and edges etc.

TRASH

- Deposit all trash in the designated dumpster area or in trash room.
- No waste bags will be laid directly onto any carpet.
- Only trash placed in waste containers or clearly marked "TRASH" will be removed.

OSHA REQUIREMENTS

- All personnel are trained in blood borne pathogens to meet OSHA requirements.

DAMAGE REPORT AND SECURITY ISSUES

- Record and report any damage, breakage, plumbing problems, security issues or maintenance needs to building maintenance management.

DOORS/LIGHTS AND BURGLAR ALARM

- Upon completion of work lock windows, extinguish lights, pull drapes closed and lock all doors.
- Only the designated safety exit lights will be left on.
- Burglar alarm will be activated for this zone.

**CONTRACT SPECIFICATIONS
CITY OF WILMINGTON
MUNICIPAL COMPLEX
JAMES C. HOLLOWAY BUILDING**

I. OFFICE AREAS

NIGHTLY SERVICES (MONDAY THROUGH FRIDAY)

- Empty and wipe outside wastebaskets, replacing liners if necessary. Remove to dumpster for disposal.
- Dust with treated cloth the tops of all desks, credenzas, files, fixtures, windowsills, and all other horizontal surfaces (within reach). Papers on desktops will not be moved.
- Wipe all telephones and receivers.
- Remove fingerprints, smudges, etc. from doors, doorframes, partition glass, sidelights, walls and around light switches.
- Vacuum all rugs and carpet unobstructed by furniture, replacing chairs to their original positions. Spot clean minor stains as necessary.
- Dust mop wood, resilient and composition floor areas with treated dust mops. Spot mop as necessary.
- Dust all marble floors with untreated dust mop.
- Spot mop all spills on hard surface floors as necessary.
- Turn off all lights except as otherwise directed.
- Secure and lock all doors.
- Report burned out lights, broken fixtures, etc.
- Close drapes as directed.
- Dust mop wood, resilient and composition floor areas with treated dust mops. Spot mop as necessary.
- Vacuum all carpeted areas. Spot minor stains.
- Remove fingerprints from doors, walls, etc.

MONTHLY SERVICES

- Dust all doorjambs.
- Dust all areas above and below the janitor's normal reach.
- Detail vacuum edges of carpet and all other carpeted areas not reached by the normal vacuum on a daily basis.
- Vacuum or dust all return air vents.

SEMI- ANNUAL

- Machine scrub and refinish all building standard resilient floors with a slip retardant floor finish.

II. ELEVATOR LOBBIES and PUBLIC CORRIDORS

NIGHTLY SERVICES (MONDAY THROUGH FRIDAY)

- Secure all doors as directed.
- Dust all artwork and picture frames.
- Report any burned out lights.

WEEKLY SERVICES

- Spot wash all lobby walls and doors.
- Polish or clean all door kick plates and thresholds.
- Dust all doorjamb.
- Yearly Services
- Thoroughly scrub and refinish all building standard resilient floors with a slip retardant floor finish.
- Dust light diffusers

III. RESTROOMS

NIGHTLY SERVICES (MONDAY THROUGH FRIDAY)

- Empty and sanitize all trash receptacles and sanitary napkin disposal units. Replace waste bags and liners.
- Wash, disinfect all basins, bowls, both sides of toilet seats and urinals (including tile walls near urinals). Damp wipe all partitions, clean flushometers, piping, toilet seat hinges and other metal surfaces. Clean undersides of rim on urinals and bowls. Toilet seats are to be left in an upright position.
- Wash and polish all mirrors, powder shelves, bright work (including exposed piping below wash basins), towels dispensers, receptacles and any other metal surfaces.
- Spot wash walls and doors.
- Dust all ledges and tops of partitions.
- Fill toilet tissue, soap, paper towels and sanitary dispensers.
- Sweep all hard surface floors.
- Damp mop hard surface floor areas with germicidal solution.
- Report burned out lights and any other restroom fixtures not working properly.

MONTHLY SERVICE

- Wash all partitions and tile walls in rest rooms.
- Vacuum or dust as necessary all ventilation grills.
- Dust all doors and doorjamb.

IV. LUNCH ROOM AND KITCHEN AREAS

NIGHTLY SERVICES (MONDAY THROUGH FRIDAY)

- Remove trash and place for disposal. Change all liners nightly.
- Wipe tables, chairs and countertops.
- Wash and polish kitchen sink.
- Wipe coffee maker.
- Wipe front of oven, refrigerator and dishwasher.
- Sweep and spot mop floor.

MONTHLY SERVICE

- Spot wash doors and walls.
- Wipe all vinyl chairs, chair rungs and table pedestals.
- Remove trash from all of the above listed areas.
- Maintain an orderly arrangement of all janitorial supplies, paper products and janitorial equipment in the storage rooms and service closets.
- Wash service sinks.
- Sweep and damp mop floors if needed. Deodorize and disinfect as required.
- Receive and store all janitorial supplies in an orderly manner.
- No trash is to be stored overnight in janitorial closets.

V. JANITORIAL OFFICE, STORAGE ROOMS AND CLOSETS

- Maintain an orderly arrangement of all janitorial supplies, paper products and janitorial equipment in the storage rooms and service closets.
- Wash service sinks.
- Sweep and damp mop floors if needed. Deodorize and disinfect as required.
- Receive and store all janitorial supplies in an orderly manner.
- No trash is to be stored overnight in janitorial closets.

VI. LOADING DOCK, COMPACTOR AREA AND SERVICE ENTRANCE

NIGHTLY SERVICES (MONDAY THROUGH FRIDAY)

- Place all miscellaneous trash and debris into the designated garbage bins.
- Sweep entire area, hose if necessary. Disinfect and deodorize as required.

VII. ELEVATOR CABS

MONTHLY SERVICE

- Dust air duct grilles.
- Wash all elevator door fronts.
- Steel wool and vacuum all elevator saddles.
- Sweep all stairways
- Dust all stairway lights within reach.
- Dust all doors.
- Dust all handrails.
- Spot wash walls.
- Stairways

NIGHTLY SERVICES (MONDAY THROUGH FRIDAY)

- Dust all walls, doors and ceilings.
- Vacuum carpets and spot stains.
- Spot clean all elevator saddles.
- Clean all metal work.
- Report burned out lights.
- Report burned out lights.
- Police all stairways.

- The City of Wilmington reserves the right to add or delete square footage at its discretion. If square footage is added, it will be paid to the successful bidder based on the price per square foot as proposed on the proposal page. Deletions of square footage shall be credited toward the City of Wilmington based on proposed cost also on the proposal.

Hours & Personnel: The successful bidder shall provide a minimum of (5) persons to fulfill the requirements of this contract including the foreman/supervisor/manager.

If attendance is not maintained over any 30 working days, the City of Wilmington reserves the right to terminate this contract. If the City of Wilmington finds that the number of personnel or hours proposed is not sufficient to produce a satisfactory quality cleaning of this building, the City of Wilmington may request that the number of personnel or the working hours be increased until the City is satisfied with an improvement and there will be no additional cost to the City of Wilmington. The City assumes that the cost per square foot proposed by the bidder is based on their expert opinion of the proper number of personnel needed to clean the area specified. The City of Wilmington will not be responsible for additional cost by bidder to add personnel, as requested by City, to clean the square footage specified.

The increases will be at the cost to the successful bidder and in no way will add to the price of this contract. All of the contractor's personnel may be required to clock in and out and the successful bidder must supply an acceptable time clock and time cards throughout the life of this contract. The time clock, if used, will be located at a suitable location determined by the Building Maintenance Management. The City of Wilmington will supply the power to the time clock. Each month a certified payroll showing attendance of all of the contractor's personnel must be submitted with the invoice before payment will be made. Backup of the original time cards will be sent to the Building Maintenance Management every month. There is to be no exception to this entire paragraph throughout the life of this contract. If the successful bidder does not agree to the requirements of this paragraph during the life of this contract, the City of Wilmington may request that the contract be terminated.

PROPOSAL FORM

DATE: _____

CONTRACT: 19006PW

Our City of Wilmington Business License is _____.

Attached hereto is a Certified Check or Bid Bond in the amount of _____ Dollars and _____ Cents.

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

JANITORIAL SERVICES

Vendor is to quote as follows:

Approximately 27,500 square feet of occupied and common shared areas between the two buildings.

We, the undersigned, hereby agree to furnish and deliver, per specifications, Janitorial Services at the location listed below during the period July 1, 2018 to June 30, 2019, inclusive.

Janitorial Service for 12 months at the City of Wilmington, Municipal Complex, 500 Wilmington Avenue, Wilmington, Delaware.

1. Total cost per month = \$ _____ (William G. Turner Bldg.)(21,000 sq. ft.)
2. Total cost per month = \$ _____ (James C. Holloway Bldg.)(6,500 sq. ft.)
3. Total cost annually = \$ _____ (Item 1 x 12) + (Item 2 x 12)

PROPOSAL FORM

DATE: _____

CONTRACT: 19006PW

The low responsible Bidder will primarily be determined on item number one (I.) above (cost per square foot per month) and requested information. Please see the "References" section (Specification page 6) in this specification pertaining to current and previous references.

DOCUMENTS TO BE SUBMITTED WITH THIS BID (ATTACHED)

- | | | | |
|----|--|------------------------------|-----------------------------|
| 1. | Four references as required by specification? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 2. | List of cleaners/solvents/chemicals to be used? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 3. | Proposal pages PF-1 and PF-2? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 4. | List of all personnel and associated tests, background checks, etc (before start of contract). | | |

The information requested must be completed/submitted or this bid will be considered non-responsive.

FIRM: _____

Corporation, Partnership, Individual

PER: _____

Name (typed or printed)

TITLE: _____

ADDRESS: _____

PHONE: _____

FAX: _____

FEDERAL I.D. _____

COMMUNICATIONS/SECURITY REGULATIONS

All vendor personnel, at the Supervisory level or higher, should be equipped with cell phone communication units. This assures for rapid response to any emergency situation. In addition:

- All employees will be required to clear a security background check before becoming a staff member within your facility.
- The supervisor will be required to understand English and be able to communicate if necessary.
- All keys and/or key cards will be issued at the beginning of each assignment to the supervisor, who will assume direct charge and responsibility of said items. The supervisor or his designee will be present onsite during the assignment to allow access to the designated areas.
- Violation of any Security Regulations or any additional security measure as dictated by The City of Wilmington may result in immediate termination of the service provider.

I. PROGRAM COST

STATEMENT OF SERVICE

Service Provider will provide a part-time evening site supervisor, part-time evening staff, corporate support, training, supplies and equipment to insure that the City of Wilmington Municipal Complex is maintained at a high standard of cleanliness on a consistent basis.

Any Federal or State Mandate changes to the Minimum Wage Tax Laws will be followed as required by law by any vendor providing services for the City of Wilmington.

The service provider will invoice for services at the beginning of each month with terms of Net 30.

II. CONSUMABLES

CITY OF WILMINGTON PUBLIC WORKS CONSUMABLES EQUIVALENCY LIST

Georgia Pacific Bleached Roll Towel (6/800 ft. rolls)
Kimberly Clark 07223 JRT Jr. Jumbo Toilet Tissue
Georgia Pacific 14580 Single 1 ply Toilet Tissue (96 roll)
Assured Toilet Seat Covers
Triangle Single Lotion Cartridge Soap (12/case)
Proco White Jewel Gallon Soap (4-1gl/case) (Antibacterial/Mild)
Dial Complete Antimicrobial Foaming Hand Soap w/Lotion (1-Liter cartridges)
Sanibags
30x37 Medium Clear Liners (500/case)
40x48 Large Clear Liners (250/case)
43x47 Large Black Liners (200/case)
All Purpose Cleaner (Tile Floor Lobby/Corridors)

III. EQUIPMENT LIST

PUBLIC WORKS BUILDING

- 2-Hako Backpack Vacuum
- Commercial Grade Carpet Vacuum Cleaner (HEPA Filter, preferably)
- 1-Tenant 20" High Speed Burnisher
- 2-Rubbermaid 44-gallon Brutes I-Rubbermaid Trash Truck
- 4-Rubbermaid Bucket/Wringer Combo Units
- 8- Wet Floor Signs
- 4-Restroom Closed Signs

V. SUPPLY LIST

CHEMICALS (or equivalent)

- Ecolab Disinfectant
- Ecolab Glass Cleaner
- Ecolab Bowl Cleaner (non-acid)
- Ecolab Tile Floor Neutral Cleaner/Ecolab Light Degreaser Cleaner
- Franklin Formula 900 Soap Film Remover/Butchers Speedball Cleaner
- Butchers Sergeant Prepper Neutralizer/Jackhammer Stripper
- Speed Demon Floor Stripper Ecolab Floor Finish
- Butchers Carpet Spotting Solution CMA GTO Carpet Spotter
- Chip Gum Remover (ozone safe)
- First Choice Stainless Steel Polish Comet Cleanser

VI. MISCELLANEOUS

- Static Dusting Cloths
- Blue and White Cleaning Cloths/Static Dusters
- Rubber Gloves Johnny Mops
- Spray Bottles with labels Nylon Scrubbers/Leather Gloves
- Extension Cords/Buffering Pads
- Wet and Dry Mop Heads/Double Buckets
- Floor Buffering Pads

VII. ADDITIONAL SERVICES THAT MAY BE REQUIRED

- Carpet Cleaning (capture method) \$ _____ per sq. ft.
- Carpet Cleaning (extraction method) (semi-annually) \$ _____ per sq. ft.
- Carpet Anti-Static Treatment \$ _____ per sq. ft.
- Carpet Scotch Guard Treatment \$ _____ per sq. ft.
- Upholstery Cleaning \$ _____ per piece of furniture
- Perimeter Window Cleaning \$ _____ per sq. ft.

CONSENT OF SURETY

DATE: _____

TO: _____

Gentlemen:

We, the _____

(Surety Company's Address)

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

(Contractor)

(Address)

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

Surety Company

BY: _____
Attorney-in-Fact

PROPOSAL FORM

DATE: March 29, 2018

CONTRACT: 19006PW

Our City of Wilmington Business License is 62523

Attached hereto is a Certified Check or Bid Bond in the amount of _____
Ten Thousand Eighty-Eight Dollars and Zero Cents.

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

JANITORIAL SERVICES

Vendor is to quote as follows:

Approximately 27,500 square feet of occupied and common shared areas between the two buildings.

We, the undersigned, hereby agree to furnish and deliver, per specifications, Janitorial Services at the location listed below during the period July 1, 2018 to June 30, 2019, inclusive.

Janitorial Service for 12 months at the City of Wilmington, Municipal Complex, 500 Wilmington Avenue, Wilmington, Delaware.

1. Total cost per month = \$ 6419.48 (William G. Turner Bldg.)(21,000 sq. ft.)
2. Total cost per month = \$ 1986.98 (James C. Holloway Bldg.)(6,500 sq. ft.)
3. Total cost annually = \$ 100,877.52 (Item 1 x 12) + (Item 2 x 12)

PROPOSAL FORM

DATE: March 29, 2018

CONTRACT: 19006PW

The low responsible Bidder will primarily be determined on item number one (1.) above (cost per square foot per month) and requested information. Please see the "References" section (Specification page 6) in this specification pertaining to current and previous references.

DOCUMENTS TO BE SUBMITTED WITH THIS BID (ATTACHED)

- | | | | |
|----|--|---|-----------------------------|
| 1. | Four references as required by specification? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| 2. | List of cleaners/solvents/chemicals to be used? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| 3. | Proposal pages PF-1 and PF-2? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| 4. | List of all personnel and associated tests, background checks, etc (before start of contract). | | |

The information requested must be completed/submitted or this bid will be considered non-responsive.

FIRM: Mid-Atlantic Services, A-Team Corp.

Corporation

Corporation, Partnership, Individual

PER:


Rosemary V. Everton

Name (typed or printed)

TITLE: President

ADDRESS: P.O. Box 708, Seaford, DE 19973

PHONE: 302-628-3403

FAX: 302-628-3423

FEDERAL I.D. 51-0286041

VII. ADDITIONAL SERVICES THAT MAY BE REQUIRED

- Carpet Cleaning (capture method) \$.20 per sq. ft.
- Carpet Cleaning (extraction method) (semi-annually) \$.20 per sq. ft.
- Carpet Anti-Static Treatment \$.10 per sq. ft.
- Carpet Scotch Guard Treatment \$.10 per sq. ft.
- Upholstery Cleaning \$ 25.00 per piece of furniture
- Perimeter Window Cleaning \$ 2.00 per sq. ft.

CONSENT OF SURETY

DATE: March 29, 2018

TO: The City of Wilmington
800 French Street, 5th Floor
Wilmington, DE 19801

Gentlemen:

We, the Aegis Security Insurance Company

P.O. Box 3153 Harrisburg, PA 17105

(Surety Company's Address)

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

Mid Atlantic Services, A Team Corp.

(Contractor)

8578 Elks Road Seaford, DE 19973

(Address)

is awarded Contract 19006PW. We will write the required Performance and/or Labor and Materials Bond required by Paragraph 6 of the Instructions to Bidders.

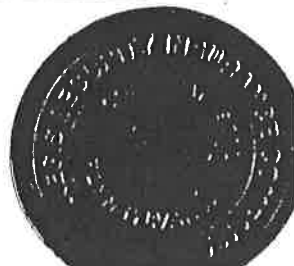
Aegis Security Insurance Company

Surety Company



BY:

Attorney-in-Fact R. Clay Foltz





Mid-Atlantic Services

A-Team Corp.

A T E A M C O R P . C O M

References

Active Contracts

DNREC Site Investigation

391 Lukens Drive, New Castle, DE 19720

Timothy Ratsep

Administrator

Site Investigation and Restoration Section

DE Dept. of Natural Resources & Envir. Control

Phone: (302)-395-2606

Email: timothy.ratsep@state.de.us

Porter State Service Center

509 West 8th Street, Wilmington, DE 19801

Timothy Read

Superintendent I

Department of Health and Social Services

Division of Management Services

1901 N. Dupont Highway, New Castle, DE

Phone: (302)-255-4488

Email: timothy.read@state.de.us

Public Safety

303 Public Safety Blvd., Dover, DE 19901

Doug Minner

Chief of Operations

Facilities Management

192 Transit Lane Dover DE 19901

Phone: (302)-933-3332

Email: douglas.minner@state.de.us

Previous, Inactive Contracts

Nanticoke Cancer Care Center

701 Middleford Road, Seaford, DE 19973

John Cullen

Director, Environmental Services and Linen

Nanticoke Memorial Hospital

801 Middleford Rd.

Seaford, DE. 19973

Phone: (302)-629-6611 x1039

Email: cullenj@nanticoke.org

Mears Center

200 Health Services Drive, Seaford, DE 19973

John Cullen

Director, Environmental Services and Linen

Nanticoke Memorial Hospital

801 Middleford Rd.

Seaford, DE. 19973

Phone: (302)-629-6611 x1039

Email: cullenj@nanticoke.org



Mid-Atlantic Services

A-Team Corp.

A T E A M C O R P . C O M

Chemical Supply List

Spartan CDC 10 Disinfectant
Prolink Stainless Steel Cleaner
Spartan Bio-renewable Glass Cleaner
Spartan NABC (non-acid) Disinfectant Bathroom Cleaner
Spartan Aerosol Non-Silicone Premium Wood Polish
Spartan Lime Fragrance Sparcreme
Spartan Damp Mop
Resolve High Traffic Foam
Spartan Aerosol Stripper Baseboard/Wax
Spartan SprayBuff
Spartan iShine Floor Finish
Spartan Shinline Emulsifier + Strip
Spartan Bounce Back Floor Restorer
Spartan Clean by Peroxy
Spartan Upper Limits Floor Finish
Clorox Healthcare Peroxide Wipes
Spartan Light & Foamy Cranberry Ice Hand Soap
InoPak Pink Lotion Hand Soap
HOST Dry Carpet Cleaner



DEPARTMENT OF PUBLIC WORKS
ADMINISTRATIVE DIVISION

MEMORANDUM

TO: Phil Ceresini
Purchasing Agent
Division of Procurement and Records

FROM: Marlyn Dietz *MD*
Operations Director
Public Works Department

DATE: 23 April 2018

Re: Contract 19006PW –Janitorial Services Contract
Recommendation of Award

After reviewing the submitted proposals for the above mentioned contract (Janitorial Services for C.O.W. Municipal Complex Turner/Holloway Bldgs.) to be established at the City of Wilmington Municipal Complex, the Department of Public Works recommends the contract to be awarded to Mid-Atlantic Services, A-Team Corp. in the amount of \$100,877.52 as the second lowest responsible proposal received which meets the specified requirements. The lowest bidder, ACS Janitorial Services, Inc., was not a responsible contractor under City Code Sec. 2-537, because ACS failed to comply with City wage requirements as ordained by Ordinance 14-042 in the present janitorial contract.

ACS Janitorial Service, Inc.-----(\$54,000.00)

Mid-Atlantic Services, A-Team Corp. -----(\$100,877.52)

ABM Industry Groups, LLC-----(\$140,775.00)

APPROVED:

[Signature] 4/23/18
For Kelly Williams
COMMISSIONER OF PUBLIC WORKS

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

CERTIFICATE OF AWARD OF CONTRACT

I hereby certify that Contract No. 19006PW is on this 23rd of April 2018 awarded to Mid-Atlantic Services, A-Team Corp. in the amount of \$100,877.52 as per Proposal dated 3/29/2018 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 3/8/18.
2. The advertisement calling for sealed bids on this contract was published in the News Journal on 3/8/18 & 3/13/18 stated that bids would be opened at 3:00 p.m. on 3/29/2018
3. All sealed bids received were publicly opened in the office of the Department of Finance, Division of Procurement and Records in the presence of the City Auditor and Department not represented desiring to make the purchase at 3:00 p.m. on 3/29/2018. Other persons present at the opening of the bids were: Philip Ceresini, Yvette Johnson, Tina Austin
4. Bids were submitted by the following contractors in the following amounts:

<u>Contractor</u>	<u>Address</u>	<u>Date of Bid</u>	<u>Amount</u>
ACS Janitorial Service, Inc	New Castle, DE	3/29/18	\$54,000.00 *
Mid-Atlantic Services, A-Team Corp.	Seaford, DE	3/29/18	\$100,877.52
ABM Industry Groups, LLC	Wilmington, DE	3/29/18	\$140,775.00

*Bidder was disqualified.

5. City License Number _____
6. Upon recommendation of Commissioner 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>
Marlyn Dietz	Operations Director of Public Works	4/23/2018



Department of Finance, Division of Procurement



Mid-Atlantic Services

A-Team Corp.

A T E A M C O R P . C O M

CERTIFIED COPY OF RESOLUTIONS

I, the undersigned, Secretary of Mid-Atlantic Services, A-Team Corp, a Delaware Corporation, hereby certify that the following Resolutions excerpted from the Minutes of the Corporation were duly adopted by unanimous consent of the Board of Directors of the Corporation, in the 27th day of April, 2018.

RESOLVED, that the President, Rosemary Everton, or the Vice President, Crystal French, of this Corporation are hereby 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, **19006PW Janitorial Services at the Municipal Complex**, for the Contract Price of **\$100,877.52**; 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: Rosemary V Everton

Vice President: Crystal French

Secretary/Treasurer: Michael Everton.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Corporation this 2nd day of May, 2018.

Michael R. Everton
Secretary / Treasurer

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "MID-ATLANTIC SERVICES, A-TEAM CORPORATION" IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE THIRD DAY OF MAY, A.D. 2018.




Jeffrey W. Bullock, Secretary of State

2068801 8300

SR# 20183318873

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

Authentication: 202633271

Date: 05-03-18

LICENSE NO. 1989025666 DORBL

STATE OF DELAWARE

VALID

DIVISION OF REVENUE

01/01/16 - 12/31/18
NOT TRANSFERABLE

POST CONSPICUOUSLY

DLN: 16 98048 37
BUSINESS CODE 099
GROUP CODE 007

LICENSED
ACTIVITY

PROFESSIONAL AND/OR PRSL SRVCS-UNCLASSIFIED
PROFESSIONAL AND/OR PERSONAL SERVICES

DATE ISSUED: 01/06/16

VALIDATED

2018

LICENSE FEE: \$ 225.00

MAILING ADDRESS

BUSINESS LICENSE

BUSINESS LOCATION

MID ATLANTIC SERVICE-A TEAM CORP
PO BOX 708
SEAFORD DE 19973-0708



MID ATLANTIC SERVICE-A TEAM CORP
8578 ELKS RD
SEAFORD DE 19973-5643

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

PATRICK T. CARTER

DIRECTOR OF REVENUE

CITY OF WILMINGTON - BUSINESS LICENSE

ACCOUNT NO. LICENSE NO. CODE

11002360 62523 4020 JANITORIAL COMPANIES

FEE PAID

\$120.00

BUSINESS MID ATLANTIC SERVICES, A-TEAM CORP
8578 ELKS RD
SEAFORD, DE 19973



Expires: 12/31/2018

ISSUED BY

EVERTON, ROSEMARY
8578 ELKS RD
SEAFORD, DE 19973

Jeffrey J. Starkey

COMMISSIONER
DEPARTMENT OF LICENSES & INSPECTIONS

THIS LICENSE MUST BE DISPLAYED IN A PROMINENT PLACE

FORM OF BOND

Know All Men By These Presents, That We:

Mid-Atlantic Services, A-Corp

PO Box 708, Seaford, DE 19973

as principal, and Aegis Security Insurance Company

P.O. Box 3153 Harrisburg, PA 17105

as Surety, legally authorized to do business in the State of Delaware, are held and firmly bound unto the City of Wilmington, a municipal corporation of the State of Delaware, (hereinafter sometimes referred to as the Obligee), in the amount of One Hundred Thousand, Eight Hundred Seventy-Seven Dollars 52/100 (\$100,877.52) to be paid to the said obligee, the City of Wilmington, for which payment, well and truly to be made, we do bind ourselves, our and each and every of our heirs, executors administrators, successors and assigns, jointly and severally, for and in the whole, firmly by these presents.

Sealed with our seals.

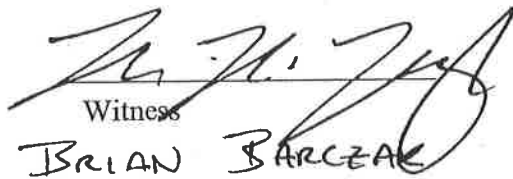
Dated the 3rd day of May, 2018

Now, the condition of this obligation is such, that if the above bounded Principal who has been awarded by the Department of Finance, Division of Procurement and Records, a certain contract designated by the parties thereto as 19006PW "Janitorial Services at the Municipal Complex" dated 3rd day of May 2018, shall well and truly keep, do and perform, each and every, all and singular the matters and things in said contract set forth and specified to be by the said Principal kept, done and performed at the time and in the manner in said contract specified, including the payment in full to all and every person furnishing material or performing labor or service or any of them in and about the construction of said contract and the performance of said contract, all and every sum or sums of money due him, them or any of them, for all such labor, services and/or materials, and shall make good and reimburse the above named The City of Wilmington, a municipal corporation, sufficient funds to pay the cost of completing the contract which the obligee may sustain by reason of any failure or default on the part of said Principal, then this obligation shall be void; otherwise, to be and remain in full force and effect.

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

Signed, sealed and delivered
in the presence of:

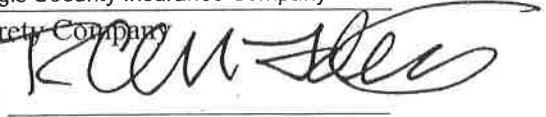
Mid-Atlantic Services, A-Team Corp


Witness
BRIAN BARCZAK

By: Crystal French

Crystal French
Name Typed or Printed

Aegis Security Insurance Company
Surety Company

By: 

R. Clay Foltz, Attorney-In-Fact (Seal)

Address: P.O. Box 3153 Harrisburg, PA 17105

Telephone: (800) 233-2160

AEGIS SECURITY INSURANCE COMPANY
STATEMENTS OF ADMITTED ASSETS, LIABILITIES, CAPITAL AND SURPLUS - STATUTORY BASIS

	As of December 31,	
	2016	2015
Admitted Assets		
Bonds	\$ 50,929,359	\$ 48,627,914
Preferred stocks	446,212	500,200
Common stocks - non-affiliate	8,406,062	11,178,670
Common stocks - affiliate	16,949,467	15,818,252
Real estate occupied by the Company, net	-	2,153,047
Cash and short-term investments	12,732,874	11,907,020
Other invested assets	3,750,000	908,157
Total cash and invested assets	93,213,974	91,093,260
Accrued investment income	482,598	451,224
Premium receivable	26,115,723	14,038,030
Reinsurance recoverable on paid losses	3,450,058	2,292,443
Federal income tax receivable	467,965	1,204,940
Net admitted deferred tax asset	3,665,301	2,428,736
Other assets	35,311	48,744
Receivable from parent, subsidiaries and affiliates	6,700	173,000
Total assets	\$ 127,437,630	\$ 111,730,377
Liabilities, Capital and Surplus		
Liabilities:		
Losses and LAE	\$ 23,278,093	\$ 18,954,753
Reinsurance payable on paid loss and LAE	345,036	390,320
Unearned premiums	32,215,782	25,915,526
Commissions payable	868,762	713,492
Accounts payable and accrued expenses	520,097	783,236
Taxes, licenses and fees payable	806,060	756,684
Ceded reinsurance premiums payable	9,283,899	2,658,726
Funds held under reinsurance treaties	2,346	-
Amounts withheld for account of others	4,570,068	4,915,625
Payable for securities	7,422	198,015
Total liabilities	71,897,565	55,286,377
Capital and surplus:		
Common stock, par value \$1.40 per share; 5,000,000 shares authorized; 3,000,000 issued and outstanding	4,200,000	4,200,000
Paid-in surplus	5,266,827	5,266,827
Unassigned funds	46,073,238	46,977,173
Total capital and surplus	55,540,065	56,444,000
Total liabilities, capital and surplus	\$ 127,437,630	\$ 111,730,377

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

THIS AGREEMENT, made the 3 day of May in the year **Two Thousand Eighteen** 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 **Mid-Atlantic Services, A-Team Corp**, 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 **19006PW "Janitorial Services at the Municipal Complex"** for the **Public Works Department** in accordance with Advertisement for Bids by the Department of Finance, Division of Procurement and Records date **3/8/2018 & 3/13/18** and specifications identified as Contract No. **19006PW** and by the signatures of the parties hereto, are, together with the said Advertisement for Bids, Instructions to Bidders, Forms of Proposal, and/or other documents pertinent thereto, hereby acknowledge and incorporated into these presents and are to be taken as a part of this Contract.

Article 2. It is understood and agreed by and between the parties hereto that the amount of this Contract is in the amount of **One hundred Thousand Eight Hundred Seventy Seven --- 52/100 -----Dollars (\$100,877.52)** as per Proposal dated **3/29/2018** to the Department of Finance, Division of Procurement and Records.

Article 3. In the performance of this Contract, the Contractor shall not discriminate or permit discrimination against any person because of his race, color, religion or his national origin.

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

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

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

**Signed, Sealed and delivered
in the presence of:**

THE CITY OF WILMINGTON

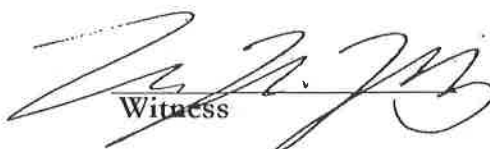
Witness


By: _____
Michael S. Purzycki, Mayor

ATTEST:


City Clerk

Mid-Atlantic Services, A-Team Corp


Witness

By: 
President (Seal)

ATTEST:


Secretary

AN ORDINANCE TO AUTHORIZE AND APPROVE A CONTRACT BETWEEN THE CITY OF WILMINGTON AND RIGGINS, INC. FOR GASOLINE, HEATING OIL, AND DIESEL FUEL

#4546

Sponsor:

Council
Member
Turner

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

WHEREAS, the City publicly advertised the specifications for Contract 19017PW – Gasoline/Heating Oil/Diesel Fuel (the “Contract”) – in accordance with the requirements of Section 8-200 of the City Charter, and subsequently awarded the Contract, a copy of which, in substantial form, is attached hereto and incorporated by reference herein as Exhibit “A”, to Riggins, Inc. (the “Contractor”), the highest ranked proposer; and

WHEREAS, the term of the Contract is for a period of one (1) year from July 1, 2018 through June 30, 2019, at an estimated price of One Million One Hundred Sixty-Nine Thousand Six Hundred Sixty Dollars (\$1,169,660.00), with the possibility of two (2) extensions of one (1) year thereafter at the same annual price, at the option of the City, subject to budget appropriations; and

WHEREAS, the primary purpose of the Contract is to provide gasoline, heating oil, and diesel fuel to the City’s Department of Public Works; and

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

WHEREAS, it is the recommendation of the Department of Public Works that the City enter into the Contract with the Contractor for a period of one (1) year from July 1, 2018

through June 30, 2019, and reserve the right to extend the Contract for two (2) additional periods of one (1) year thereafter, at the option of the City.

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

SECTION 1. Contract 19017PW - Gasoline/Heating Oil/Diesel Fuel - between the City of Wilmington and Riggins, Inc., a copy of which Contract is attached hereto as Exhibit "A," for the period of one (1) year from July 1, 2018 through June 30, 2019, at an estimated price of One Million One Hundred Sixty-Nine Thousand Six Hundred Sixty Dollars (\$1,169,660.00), with the possibility of two (2) additional extensions of one (1) year thereafter at the same annual price, at the option of the City, is hereby approved, and the Mayor and the City Clerk are hereby authorized and directed to execute as many copies of the Contract, as well as all additional undertakings related thereto, as may be necessary.

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

First Reading..... June 7, 2018
Second Reading..... June 7, 2018
Third Reading.....

Passed by City Council,

President of City Council

ATTEST: _____
City Clerk

Approved this ____ day of _____, 2018.

Mayor

SYNOPSIS: This Ordinance authorizes the execution of Contract 19017PW - Gasoline/Heating Oil/Diesel Fuel - between the City of Wilmington and Riggins, Inc. for the period of one (1) year from July 1, 2018 through June 30, 2019, at an estimated price of One Million One Hundred Sixty-Nine Thousand Six Hundred Sixty Dollars (\$1,169,660.00), with the possibility of two (2) additional extensions of one (1) year thereafter at the same annual price, at the option of the City.

FISCAL IMPACT STATEMENT: The fiscal impact of this Ordinance is a contract for the period of one (1) year from July 1, 2018 through June 30, 2019, at an estimated price of One Million One Hundred Sixty-Nine Thousand Six Hundred Sixty Dollars (\$1,169,660.00), with the possibility of two (2) additional extensions of one (1) year thereafter at the same annual price, at the option of the City.

W0099656

EXHIBIT A

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

**19017PW – GASOLINE, HEATING
OIL & DIESEL FUEL**

Bid opening: Tuesday, March 27,
2018, at 3:00 p.m., in the 5th Floor
Finance Conference Room, Louis L.
Redding City/County Building, 800
French Street, Wilmington, DE
19801.

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

Philip Ceresini
Purchasing Agent II
Division of Procurement and
Records
Department of Finance
3/6, 3/13-NJ



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

Customer: SD CITY WILM PURCHASING DIV

Ad No.: 0002773421

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

Pymt Method Invoice

Net Amt: \$134.88

Run Times: 2

No. of Affidavits: 1

Run Dates: 03/06/18, 03/13/18

Text of Ad:

The City of Wilmington
will receive sealed bids
at the Division of Procurement &
Records, 5th Fl., Louis L. Redding
Bldg., 800 French St., Wilm., DE
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Philip Ceresini
Purchasing Agent II
Division of Procurement and
Records
Department of Finance
3/6, 3/13-NJ

0002773421-01



The News Journal
Media Group
A GANNETT COMPANY

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

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

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

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

SD CITY WILM PURCHASING DIV
800 N FRENCH ST FL 5

WILMINGTON, DE 19801

DE,

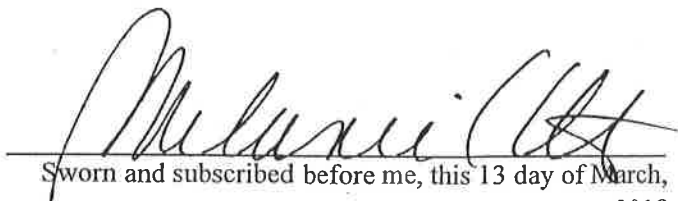
AFFIDAVIT OF PUBLICATION

State of Delaware
New Castle County

Personally appeared **The News Journal**

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

03/06/18, 03/13/18 A.D 2018


Sworn and subscribed before me, this 13 day of March,
2018

Ad Number: 0002773421

Legal notification printed at larger size for affidavit.



City of Wilmington



MICHAEL S. PURZYCKI
Mayor

Advertisement for Bids to appear in the News Journal
on Tuesday, March 6th and Tuesday, March 13th, 2018.

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

19017PW – GASOLINE, HEATING OIL & DIESEL FUEL

bid opening: Tuesday, March 27, 2018, at 3:00 p.m., in the 5th Floor Finance Conference Room, Louis L. Redding City/County Building, 800 French Street, Wilmington, DE 19801.

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

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

pceresini@wilmingtonde.gov
www.wilmingtonde.gov

ADDENDUM #1
Contract 19017PW
Gasoline Heating Oil & Diesel Fuel



In response to questions and comments that have been received we offer the following updates, clarifications. Note that only questions that were determined to be relevant have been addressed.

1. Who is your current vendor?
Riggins Oil
2. Please provide current copies of invoices and bill of ladings for each product.
FOIA Request Required – Form Sent
3. Are vendors required to bid on all products?
No
4. Can vendors only bid on tanker loads?
Yes
5. Are the options to extend the contract upon mutual agreement of both parties?
No
6. Are you billed on gross or net gallons?
Net
7. Is the heating oil required to be ultra-low Sulphur?
Yes
8. Because the DE Gross Receipt tax is based on a percentage on all product dollars, we request that it be allowed to be a line item and not incorporated into the delivery fee. This will ensure that all quotes submitted are being compared equally. It will also assist in keeping the cost to the city down, because this tax is a percentage based on total product dollars, the tax will change as the OPIS index changes so Bidders will use an inflated delivery fee to cover the risk this tax will cause. By having the tax as a line item, the bidders can give the most complete delivery fee possible to the city.
We would agree to this change in the addendum.

9. When is the award date?
Usually within 30 days of the bid opening.
10. When is the first board meeting after the opening?
N/A
11. Will decision be made before or at the board meeting?
N/A
12. Will a firm fixed price be considered? If not, why?
No
13. If we were to insert any conditions into our alternate firm fixed bid, would they be taken into consideration or rejected? Sample attached, please indicate which clauses would be acceptable and which clauses would be cause for rejection?
No
14. Have any addendums been released for this bid?
This is Addendum #1
15. Does the City of Wilmington require dyed or clear diesel fuel for this procurement?
The City requires dyed heating oil for the generators at its Water Plant facilities, however we'll also require clear diesel for motor vehicle use at the Fire Stations, and the Public Works Yard at 1450 New York Ave.

ALL OTHER PROVISIONS OF THIS SOLICITATION REMAIN THE SAME.

Issued 26 March 2018 by the
Procurement and Records Division, Department of Finance
Louis L. Redding City County Building, 800 French Street
Wilmington, DE 19801

INSTRUCTIONS TO BIDDERS

1. Bids on **City Contract 19017PW – GASOLINE, HEATING OIL & DIESEL FUEL** will be publicly opened and read aloud in the 5th Floor Finance Conference Room, Louis L. Redding City/County Building, 800 French Street, Wilmington, DE 19801 on **TUESDAY, MARCH 27, 2018, AT 3:00 p.m.**
2. Proposals must be in triplicate, sealed in an envelope, and the envelope endorsed "**Bid for City Contract 19017PW – GASOLINE, HEATING OIL & DIESEL FUEL**" and addressed to the Department of Finance, Division of Procurement and Records, 5th Floor, Louis L. Redding City/County Building, 800 French Street, Wilmington, Delaware.
3. Any bid may be withdrawn prior to the schedule time for opening of bids or authorized postponement thereof. No bid may be withdrawn within thirty (30) calendar days after the actual opening thereof.
4. The successful bidder will be required to have or obtain an appropriate business license from the Department of Finance, Revenue Division, City of Wilmington, in order to be awarded the contract. Before obtaining a City of Wilmington Business License, all applicants must show proof of a current State of Delaware Business License.
5. The corporation, the successful bidder shall furnish a certificate from the State where it is incorporated, stating that it is a subsisting corporation. The corporation shall also furnish one (1) original and two (2) copies of the excerpts of the corporate minutes, which grant authority to those who sign and attest the contract. The Corporate Seal shall be affixed where signatures are attested.
6. The successful bidder will be required to withhold City of Wilmington Wage Tax from their employees and withheld taxes paid to the City of Wilmington pursuant to the provisions of the Wilmington Wage Tax Law. This law applies to people living and/or working in the City of Wilmington.

The U.S. Department of Commerce monitors Procurement transaction made to minority business enterprises by the City of Wilmington. The Minority Business Developments Agency's District Office reserves the right to contact the successful minority bidder and/or subcontractor to confirm any participation in the Procurement process.
8. The successful bidder certifies that they are not listed on the Federal Government, Excluded Parties List System (www.sam.gov). This will be verified by the City of Wilmington and if listed may be grounds for rejection of the bid or proposal.
9. Any person doing business or seeking to do business with the City shall abide by the following Global Sullivan Principles:
 - A. Support universal human rights and particularly, those of employees, the communities within which you operate, and parties with whom you do business.
 - B. Promote equal opportunity for employees at all levels of the company with respect to issues such as color, race, gender, age, ethnicity, or religious beliefs, and operate without unacceptable worker treatment such as the exploitation of children, physical punishment, female abuse, involuntary servitude, or other forms of abuse.
 - C. Respect employee's voluntary freedom of association.
 - D. Compensate employees to enable them to meet at least their basic needs and provide the opportunity to improve their skill and capability in order to raise their social and economic opportunities.

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

10. **Award and Execution of Contract**

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

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

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

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

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

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



CITY OF WILMINGTON, DELAWARE

SPECIFICATIONS FOR CONTRACT

GASOLINE / HEATING OIL / DIESEL FUEL

CONTRACT 19017PW

City of Wilmington
Department of Public Works
February 27, 2018

**CITY OF WILMINGTON
DEPARTMENT OF PUBLIC WORKS
GASOLINE, HEATING OIL AND DIESEL FUEL
Contract 19017PW**

SPECIFICATIONS:

Petroleum products sold to the City of Wilmington under the Terms and Conditions of this contract will be tested according to the procedures and specifications outlined below. Vendors can bid Wagon Loads, Tanker Loads (8,500), or a combination of both:

Gasoline to conform to the ASTM Designation D439-79 or most current revision thereof: the antiknock requirement for gasoline shall be as follows:

Antiknock Index	Ethanol Content /Gal.
Minimum	Maximum
87.0 octane	15%

Heating Oil to conform to the ASTM Designation for #2 Heating Oil, D396 or most current revision. The heating oil shall also comply with the requirement of Ultra Low Sulphur 15 PPM maximum. The City will not accept DYED ULSD in lieu of Heating Oil.

Diesel Fuel to conform to the ASTM designation D975 or most current revision for ULSD (12-15 PPM of Sulfur). Suppliers and their sources are prohibited from adulterating the fuel with reclaimed or waste products of any type. The fuel is to be completely distilled materials. That is, the fuel should show at least 98 percent of volume recovery when subjected to ASTM D-86 (or latest version) distillation. Fuel is to meet VVF-800 (grades DF-1 and DF-2) and ASTM Designation D-975. Fuel is to be clean and free of contamination of any kind. The cetane number rating must be a minimum of 40 and the final boiling point is to be 675 degrees Fahrenheit. The City will not accept 5% or 2% bio in your diesel.

TERM:

The initial term of this contract shall be July 1, 2018, or as soon as possible thereafter, to June 30, 2019. The City of Wilmington maintains the option to extend this contract for two (2) additional periods of one (1) year each which will run from July 1st until June 30th. Terms and conditions of the contract must remain the same. The City will give 60 days advanced written notice if the contract is to be extended.

PRICING METHOD:

For all fuel products the bidder must complete the proposal form at the end of this document. The delivered price per gallon of Gasoline / Heating Oil / Diesel Fuel will be calculated for each product as follows: the daily OPIS Contract Low Rack price for Philadelphia, PA at 5:00 pm for the day of delivery plus the delivery fee (fixed for the term of the contract) from the proposal form. The City of Wilmington is exempt from Federal and State excise taxes. Additional charges to appear separately on the invoice are:

Federal Leaking Underground Storage Tank (LUST) Fee
Federal Oil Spill Recovery Fee
Delaware Hazard Substance Clean

A copy of the February 15, 2018 OPIS Contract Report for 5:00 pm is attached to this document for reference as Attachment A. Additionally, the base price on the proposal form is derived from the February 15, 2018 report. The prices on the proposal form are for comparison only. Invoiced pricing will fluctuate as detailed above.

ESTIMATED QUANTITIES:

The quantities stated in the attached proposal forms are used as basis of comparison of bids. Actual quantities purchased will be governed by need. The City reserves the right to change, add, or delete delivery locations within the City limits as needed.

TAXES:

The price quoted on all products shall be exempt from Federal, State, or local taxes. Tax exempt certificates will be supplied to the successful bidder(s) (license #21131)

GENERAL:

All Items of this specification shall meet or exceed Federal and /or State regulations with reference to air, water, storage, and pollution regulations. The initial term of this contract will be from date of signed contract to **June 30, 2019** with possible extensions as described above.

DELIVERY:

Delivery shall be made to the tanks at several locations, Monday through Friday, between 6:00 a.m. and 6:00 p.m., and anytime when requested for an emergency delivery. When verbally ordered, normal delivery shall be made within 24 hours of receipt of the order.

The successful bidder shall supply a toll-free number where such orders may be placed. Should the successful bidder fail to make delivery of the fuel oil and the diesel or heating oil systems run out of fuel, he shall be liable for all the expenses for the repairs and maintenance to the equipment, including the expense of resetting the pumps restoring burners, cleaning nozzles, and ignition systems. Upon failure to deliver as requested, the City may at their discretion, arrange for another source of fuel oil and the vendor shall be liable for reimbursement to the City for any increase in costs resulting there from.

Emergency deliveries may be requested and an after-hours delivery charge is to be entered on proposal sheet for this purpose.

Should any fuel delivered prove not to meet the specified standards, the successful bidder shall remove such fuel, replace with specified fuel, and bear the costs of the task. The successful bidder shall remove condensate and other foreign heavy material from the tanks as required, at no additional cost.

METERED DELIVERIES:

All fuel deliveries must be made by trucks equipped with a meter and printed tickets. The printed tickets must indicate readings before and after loading into storage tanks. Copies of the associated delivery tickets are to be sent with the invoices.

AUTOMATIC DELIVERIES:

The Successful Bidder must make automatic deliveries as required based on automatically faxed tank levels supplied daily by the City's Veeder Root System and the future deliveries are to be confirmed in advance with the City's designate by email (designate to be determined at bid award). Successful bidder shall supply a coordinating company contact individual to receive the subject City's tank level faxes. The automatic deliveries pertain to the 1450 New York Ave location fuel site at present but may include other locations later at the discretion of the City. Bidder must take exception to this requirement, if compliance is not expected.

INVOICES:

Vendor shall issue a separate invoice for each location and delivery. Delivery location and purchase order number must show on each invoice along with a copy of delivery sheet and daily OPIS rack price listing used for that day. Invoices, OPIS, and copy of the delivery sheet are to be sent to the Finance Department, Accounts Payable via email to: accountspayable@wilmingtonde.gov and laobohoski@wilmingtonde.gov. The invoiced quantity of any delivery must match the corresponding delivered quantity as shown on the metered delivery sheet for that delivery. If the quantities of product, OPIS Contract Low Rack Price Sheet, and delivery ticket do not match, the invoice will be held up for payment until reconciliation is made.

DELIVERY LOCATIONS

GASOLINE SMALL TANK 5000 GALLONS OR LESS

Public Safety Building One

300 N Walnut Street

One (1) 3,000 gallon tank (in-ground)

Fire Department:

Old Swedes Landing Road

At foot of East 4th Street Bridge

One (1) -500 gallon tank (Skid Tank, above ground)

GASOLINE LARGE TANK 5001 GALLONS OR MORE

Motor Vehicle Division: (Supervisor – Leonard Obohoski or designate at 302-576-3073)

Public Works Yard at the City's Municipal Complex 1450 New York Ave.

(Enter through gate at 500 Wilmington Ave.) **Gate access code required**

One (1) 10,000 gal, above-ground tank

One (1) 12,000 gal, above-ground tank

HEATING OIL (ULSD) SMALL TANKS 5000 GALLONS OR LESS

Porter Gatehouse

2052 E. Park Drive

One (1) 275 Gallon, above ground, 15 PPM USLD heating oil tank.

Porter Filter Plant

2052 E. Park Drive

One (1) – 15 PPM ULSD heating oil, above-ground, 5,000 gallon tank

HEATING OIL (USLD) LARGE TANKS 5001 GALLONS OR MORE

Water Department: (Supervisor – Joe Dellose at 302-576-5461)

Brandywine Plant

16th & French Streets

One (1) 10,000 gallon, vaulted underground storage tank, 15 PPM USLD heating oil

DIESEL FUEL (USLD) SMALL TANKS & GENERATORS 5000 GALLONS OR LESS

Public Works Department: (Supervisor – Sam Baise at 302-420-8602)

Public Works Yard at the City's Municipal Complex 1450 New York Ave.

(Enter through gate at 500 Wilmington Ave.) **Gate access code required**

Two (2) – ULSD, 500 gal., above- ground tanks (emergency generator tanks)

Water Department: (Supervisor – Joe Dellose at 302-576-5461)

Porter Filter Plant electrical substation – 2052 E. Park Drive, 19803

One (1) – ULSD, above-ground, 1,200 gallon tank

Porter Filter Plant - Alapocas pump Station – 2052 E. Park Drive, 19803

One (1) – ULSD, 500 gallon tank, above-ground

Kennett Pike – 1125 DuPont Road, 19807

One (1) ULSD, 100 gallon, above ground tank

Hillcrest Pump Station, 503 Hillcrest Avenue, 19809

One (1) ULSD, 100 Gallon, above ground tank

New Castle Pump Station, 4125 New Castle Avenue, 19720

One (1) ULSD, 75 gallon, above ground tank

Cool Springs Station at Gate House, 1001 Van Buren Streets, 19806

One (1) 15 PPM ULSD, 1,000 gallon, in-ground tank

Fire Department: (Supervisor – Chief Jerome McCaffery or designate at 302-576-3151)

Station #3
At 30th and Northeast Blvd.
One (1) ULSD, 550 gallon, in-ground tank

Station #2
At New Castle Ave
One (1) ULSD, 275 gallon, in-ground tank

Fire Boat
Old Swedes Landing Road
At foot of East 4th Street Bridge
One (1) ULSD 5,000 gallon, tank located on boat at dock

Station #1
At 2nd and West St.
One (1) ULSD, 3,000 gallon, above ground tank

Police Athletic League Building: (Supervisor - George Giles or designate at 302-576-3914)
3707 N Market Street
One (1) ULSD, 500 Gallon above-ground tank

William Hick Anderson Community Center (contact – U'Gandi Jacobs, 302-571-4266)
501 Madison Street
One (1) ULSD, 500 Gallon above-ground tank

DIESEL FUEL (USLD) LARGE TANKS (5001 to 15000 gallons Tank)

Motor Vehicle Division: (Supervisor – Leonard Obohoski or designate at 302-576-3073)

Public Works Yard at the City's Municipal Complex 1450 New York Ave.
(Enter through gate at 500 Wilmington Ave.) **Gate access code required**
Two (2) 6,000 gallon ULSD, above ground, manifolded tanks (automatic delivery)

Site Visits:

Bidders may make arrangements with site supervisors to visit the tank locations before bidding. Questions related to the bids must go to Phil Ceresini, City of Wilmington Purchasing Department via email at pceresini@wilmingtonde.gov .

Questions will not be accepted within one (1) week of bid opening date.

The City retains the right to split the award of each item to separate bidders. The City also reserves the right to change or add, delivery locations within the City limits as needed during the term of this contract.

EXCEPTIONS:

Any exceptions submitted to these specifications and attachments must be submitted by the bidder on company letterhead and enclosed with the bid.

**PROPOSAL FORM
CONTRACT 19017PW
GASOLINE / HEATING OIL / DIESEL FUEL**

Your City of Wilmington Business License is _____.

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

We, the undersigned, hereby agree to furnish and deliver per the specifications, the items listed below to the City of Wilmington, at various locations between start of contract through June 30, 2019, with possible extensions as described above.

THE CITY RESERVES THE RIGHT TO SPLIT THE AWARD TO MULTIPLE VENDORS.

Gasoline Small Tank 5000 Gallons or Less:

Approximately 20,000 gallons of UNLEADED REGULAR, delivered F.O.B. to locations in Wilmington, Delaware as delivered by wagon load.

Estimated Gallons	20,000
OPIS Low Rack (February 15, 2018)	\$1.6725
Quoted Delivery Fee per gallon	_____
Delivered Cost per gallon	_____ (OPIS plus Quoted Delivery Fee)
Total Cost for 20,000 gallons	_____ (Delivered Cost Gallon, multiplied by gallons)

**PROPOSAL FORM
CONTRACT 19017PW
GASOLINE / HEATING OIL / DIESEL FUEL**

Gasoline Large Tank 5001 Gallons or More:

Approximately 325,000 gallons of UNLEADED REGULAR, delivered F.O.B. to locations in Wilmington, Delaware as delivered by tanker load.

Estimated Gallons	325,000
OPIS Low Rack (February 15, 2018)	\$1.6725
Quoted Delivery Fee per gallon	_____
Delivered Cost per gallon	_____ (OPIS plus Quoted Delivery Fee)
Total Cost for 325,000 gallons	_____ (Delivered Cost Gallon, multiplied by gallons)

Heating Oil Small Tank 5000 Gallons or Less:

Approximately 50,000 gallons of HEATING OIL, ULSD, delivered F.O.B. to locations in Wilmington, Delaware as delivered by wagon load.

Estimated Gallons	50,000
OPIS Low Rack (February 15, 2018)	\$1.8470
Quoted Delivery Fee per gallon	_____
Delivered Cost per gallon	_____ (OPIS plus Quoted Delivery Fee)
Total Cost for 50,000 gallons	_____ (Delivered Cost Gallon, multiplied by gallons)

**PROPOSAL FORM
CONTRACT 19017PW
GASOLINE / HEATING OIL / DIESEL FUEL**

Heating Oil Large Tank 5001 Gallons or More:

Approximately 50,000 gallons of HEATING OIL, USLD, delivered F.O.B. to locations in Wilmington, Delaware as delivered by tanker load.

Estimated Gallons	55,000
OPIS Low Rack (February 15, 2018)	\$1.8470
Quoted Delivery Fee per gallon	_____
Delivered Cost per gallon	_____
	(OPIS plus Quoted Delivery Fee)
Total Cost for 50,000 gallons	_____
	(Delivered Cost Gallon, multiplied by gallons)

Diesel Fuel Small Tank 5000 Gallons or Less:

Approximately 25,000 gallons of Diesel Fuel, USLD, delivered F.O.B. to locations in Wilmington, Delaware as delivered by wagon load.

Estimated Gallons	25,000
OPIS Low Rack (February 15, 2018)	\$1.9165
Quoted Delivery Fee per gallon	_____
Delivered Cost per gallon	_____
	(OPIS plus Quoted Delivery Fee)
Total Cost for 25,000 gallons	_____
	(Delivered Cost Gallon, multiplied by gallons)

**PROPOSAL FORM
CONTRACT 19017PW
GASOLINE / HEATING OIL / DIESEL FUEL**

Diesel Fuel Large Tank 5001 Gallons or More:

Approximately 165,000 gallons of Diesel Fuel, USLD, delivered F.O.B. to locations in Wilmington, Delaware as delivered by tanker load.

Estimated Gallons	165,000
OPIS Low Rack (February 15, 2018)	\$1.9165
Quoted Delivery Fee per gallon	_____
Delivered Cost per gallon	_____ (OPIS plus Quoted Delivery Fee)
Total Cost for 165,000 gallons	_____ (Delivered Cost Gallon, multiplied by gallons)

**PROPOSAL FORM
CONTRACT 19017PW
GASOLINE / HEATING OIL / DIESEL FUEL**

Grand Total: _____
(Total of all above sections)

FIRM: _____
Corporation / Partnership / Individual

PER: _____
Name (Typed or Printed)

TITLE: _____

SIGNATURE: _____

ADDRESS: _____

CITY, STATE ZIP: _____

PHONE: _____

FAX: _____

EMAIL: _____

FED TAX ID: _____

AUTOMATIC DELIVERY CONTACT NAME & TEL #: _____

Attachment A

Account #249981

To align the following data, change the font size to 9 in Courier New.

PHILADELPHIA, PA

2018-02-15 17:00:50 EST

OPIS CLOSING BENCHMARK FILE
 OPIS GROSS RFG ETHANOL(10%) PRICES

	Terms	Unl	Move	Mid	Move	Pre	Move	Date	Time
Petrocom	u Net	167.25	+ 2.35	172.98	+ 2.23	181.95	+ 2.35	02/14	19:00
BESRM	u N-10	168.54o	+ 4.15	174.88o	+ 4.25	187.50o	+ 4.46	02/14	18:00
UEPT	u Net	169.40	+ .35	-- --	-- --	-- --	-- --	02/14	18:00
Sprague	u N-10	169.60	- 1.71	176.03	+ 2.55	187.05	- 1.89	02/14	18:00
GULF-GIE	u Net	169.75	+ 2.80	180.45	+ 2.80	186.75	+ .80	02/14	18:00
Monroe En	u Net	169.75	+ 3.25	175.50	+ 3.25	187.75	+ 3.25	02/14	18:00
Buckeye	u 1-10	170.90	+ 2.50	176.20	+ 2.50	186.90	+ 2.50	02/14	17:00
AmerGreen	u N-10	171.69	+ 2.47	176.94	+ 2.48	187.53	+ 2.47	02/14	17:00
S.R.& M.	u 1-10	173.78	+ 2.71	189.38	+ 2.71	209.38	+ 2.71	02/14	18:00
Citgo	b 1-10	175.53	+ 2.05	188.00	+ 2.04	202.67	+ 2.04	02/14	18:00
Shell	b 125-3	175.96	+ 1.39	193.17	+ 1.38	226.59	+ 1.38	02/14	18:00
Coastal	b 125-3	176.06	- .91	187.56	- .91	214.90	- .91	02/14	18:01
Sunoco	b 125-3	176.06	- .91	187.56	- .91	214.90	- .91	02/14	18:01
Valero	b 1-10	176.30	+ 1.85	-- --	-- --	211.30	+ 1.85	02/14	18:00
Gulf	b 1-10	176.35	+ 2.20	186.90	+ 2.20	204.80	+ 2.20	02/14	18:00
BP	b 1-10	176.37	+ 1.53	190.97	+ 1.53	221.27	+ 1.53	02/14	18:00
XOM	b 1-10	177.10	+ 2.75	192.70	+ 2.75	227.60	+ 2.75	02/14	19:00
PBFenergy	u Net	177.72	+ 2.84	185.02	+ 2.79	195.96	+ 2.71	02/14	18:00
LOW RACK		167.25		172.98		181.95			
HIGH RACK		177.72		193.17		227.60			
RACK AVG		173.50		183.96		202.96			
OPIS GULF COAST SPOT MEAN - 02/14									
FOB COLONIAL		170.250		-- --		-- --			
OPIS GULF COAST DELIVERED SPOT (SRI) MAIN									
FOB PHILADELPHIA		172.37		176.16		181.83			
OPIS LAUREL DELIVERED SPOT (SRI)									
FOB PHILADELPHIA		170.12		175.32		183.12			
OPIS NYH BARGE DELIVERED SPOT (SRI)									
FOB PHILADELPHIA		171.08		176.30		184.13			
OPIS LINDEN JUNCTION DELIVERED SPOT (SRI)									
FOB PHILADELPHIA		172.43		-- --		-- --			
BRD LOW RACK		175.53		186.90		202.67			
BRD HIGH RACK		177.10		193.17		227.60			
BRD RACK AVG		176.22		189.55		215.50			
UBD LOW RACK		167.25		172.98		181.95			
UBD HIGH RACK		177.72		189.38		209.38			
UBD RACK AVG		171.09		179.06		190.41			
CONT AVG-02/15		173.50		183.96		202.96			
CONT LOW-02/15		167.25		172.98		181.95			
CONT HIGH-02/15		177.72		193.17		227.60			

o=out of product

PHILADELPHIA, PA-NJ

LOW RETAIL	240.63
AVG RETAIL	276.23
LOW RETAIL EX-TAX	185.08
AVG RETAIL EX-TAX	206.20

Attachment A

PHILADELPHIA, PA

2018-02-15 17:00:50 EST

OPIS CLOSING BENCHMARK FILE

OPIS GROSS ULTRA LOW SULFUR DISTILLATE PRICES

	Terms	No.2	Move	No.1	Move	Pre	Move	Date	Time
Huguenot	u N-10	191.65	+ 5.10	-- --	-- --	-- --	-- --	02/14	18:00
UEPT	u Net	192.30	+ .25	-- --	-- --	-- --	-- --	02/14	18:00
Petrocom	u Net	192.45	+ 4.75	-- --	-- --	-- --	-- --	02/14	19:00
Monroe En	u Net	193.25	+ 5.25	-- --	-- --	-- --	-- --	02/14	18:00
BP	b 1-10	194.42	+ 2.22	-- --	-- --	-- --	-- --	02/14	18:00
S.R.& M.	u 1-10	194.58	+ 4.70	-- --	-- --	196.02	+ 4.70	02/14	18:00
Buckeye	u 1-10	195.20	+ 4.50	-- --	-- --	-- --	-- --	02/14	17:00
Coastal	b 125-3	195.27	+ 4.30	-- --	-- --	-- --	-- --	02/14	18:00
Sunoco	b 125-3	195.27	+ 4.70	-- --	-- --	-- --	-- --	02/14	18:00
AmerGreen	u N-10	195.75	+ 4.46	-- --	-- --	198.22	+ 4.45	02/14	17:00
PESRM	u N-10	196.21	+ .68	236.23	+ 3.60	-- --	-- --	02/14	18:00
PBFEnergy	u Net	196.49	+ 4.84	-- --	-- --	-- --	-- --	02/14	18:00
Sprague	u 1-10	196.67	+ 4.55	-- --	-- --	-- --	-- --	02/14	18:00
LOW RACK		191.65		236.23		196.02			
HIGH RACK		196.67		236.23		198.22			
RACK AVG		194.44		236.23		197.12			
OPIS GULF COAST SPOT MEAN - 02/14									
FOB COLONIAL		184.115		-- --		184.115			
OPIS GULF COAST DELIVERED SPOT (SRI) MAIN									
FOB PHILADELPHIA		190.17		-- --		192.42			
OPIS LAUREL DELIVERED SPOT (SRI)									
FOB PHILADELPHIA		188.14		-- --		190.39			
OPIS NYH BARGE DELIVERED SPOT (SRI)									
FOB PHILADELPHIA		189.65		-- --		191.90			
OPIS LINDEN JUNCTION DELIVERED SPOT (SRI)									
FOB PHILADELPHIA		190.40		-- --		192.65			
BRD LOW RACK		194.42		-- --		-- --			
BRD HIGH RACK		195.27		-- --		-- --			
BRD RACK AVG		194.99		-- --		-- --			
UBD LOW RACK		191.65		236.23		196.02			
UBD HIGH RACK		196.67		236.23		198.22			
UBD RACK AVG		194.26		236.23		197.12			
CONT AVG-02/15		194.44		236.23		197.12			
CONT LOW-02/15		191.65		236.23		196.02			
CONT HIGH-02/15		196.67		236.23		198.22			

o=out of product

Attachment A

PHILADELPHIA, PA

2018-02-15 17:00:50 EST

OPIS CLOSING BENCHMARK FILE

OPIS GROSS ULTRA LOW SULFUR RED DYE DISTILLATE PRICES

	Terms	No.2	Move	No.1	Move	Pre	Move	Move	Date	Time
Huguenot	u N-10	192.15	+ 5.10	-- --	-- --	-- --	-- --	-- --	02/14	18:00
UEPT	u Net	192.75	+ .25	-- --	-- --	-- --	-- --	-- --	02/14	18:00
Petrocom	u Net	192.90	+ 4.70	-- --	-- --	-- --	-- --	-- --	02/14	19:00
Monroe En	u Net	193.64	+ 5.25	-- --	-- --	-- --	-- --	-- --	02/14	18:00
S.R.& M.	u 1-10	195.08	+ 4.70	-- --	-- --	196.52	+ 4.70	-- --	02/14	18:00
Buckeye	u 1-10	195.70	+ 4.50	-- --	-- --	-- --	-- --	-- --	02/14	17:00
Coastal	b 125-3	195.77	+ 4.30	-- --	-- --	-- --	-- --	-- --	02/14	18:00
Sunoco	b 125-3	195.77	+ 4.70	-- --	-- --	-- --	-- --	-- --	02/14	18:00
AmerGreen	u N-10	196.24	+ 4.45	-- --	-- --	-- --	-- --	-- --	02/14	17:00
PESRM	u N-10	196.60	+ .68	-- --	-- --	-- --	-- --	-- --	02/14	18:00
PBFEnergy	u Net	196.99	+ 4.84	-- --	-- --	-- --	-- --	-- --	02/14	18:00
Petrolube	u N-15	218.53	- .80	-- --	-- --	-- --	-- --	-- --	02/15	00:01
LOW RACK		192.15		-- --		196.52				
HIGH RACK		218.53		-- --		196.52				
RACK AVG		196.87		-- --		196.52				
OPIS GULF COAST DELIVERED SPOT (SRI) MAIN										
FOB PHILADELPHIA		190.52		-- --		192.77				
OPIS LAUREL DELIVERED SPOT (SRI)										
FOB PHILADELPHIA		188.49		-- --		190.74				
OPIS NYH BARGE DELIVERED SPOT (SRI)										
FOB PHILADELPHIA		190.00		-- --		192.25				
OPIS LINDEN JUNCTION DELIVERED SPOT (SRI)										
FOB PHILADELPHIA		190.75		-- --		193.00				
BRD LOW RACK		195.77		-- --		-- --				
BRD HIGH RACK		195.77		-- --		-- --				
BRD RACK AVG		195.77		-- --		-- --				
UBD LOW RACK		192.15		-- --		196.52				
UBD HIGH RACK		218.53		-- --		196.52				
UBD RACK AVG		197.11		-- --		196.52				
CONT AVG-02/15		196.87		-- --		196.52				
CONT LOW-02/15		192.15		-- --		196.52				
CONT HIGH-02/15		218.53		-- --		196.52				

o=out of product

Attachment A

PHILADELPHIA, PA

2018-02-15 17:00:50 EST

OPIS CLOSING BENCHMARK FILE

OPIS GROSS HEATING OIL DISTILLATE PRICES

			Move		
	Terms	HEAT	Move	Date	Time
PESRM	u N-10	131.24o	- 3.20	02/14	18:00
UEPT	u Net	184.70	+ .30	02/14	18:00
S.R.& M.	u 1-10	185.70	+ 4.75	02/14	18:00
Buckeye	u 1-10	187.00	+ 4.50	02/14	17:00
Sprague	u 1-10	187.44	+ 4.54	02/14	18:00
Petrolube	u 1-10	205.12	- .85	02/13	00:01
LOW RACK		184.70			
HIGH RACK		205.12			
RACK AVG		189.99			
UBD LOW RACK		184.70			
UBD HIGH RACK		205.12			
UBD RACK AVG		189.99			
CONT AVG-02/15		189.99			
CONT LOW-02/15		184.70			
CONT HIGH-02/15		205.12			

o=out of product

**PROPOSAL FORM
CONTRACT 19017PW
GASOLINE / HEATING OIL / DIESEL FUEL**

Your City of Wilmington Business License is 041022.

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

We, the undersigned, hereby agree to furnish and deliver per the specifications, the items listed below to the City of Wilmington, at various locations between start of contract through June 30, 2019, with possible extensions as described above.

THE CITY RESERVES THE RIGHT TO SPLIT THE AWARD TO MULTIPLE VENDORS.

Gasoline Small Tank 5000 Gallons or Less:

Approximately 20,000 gallons of UNLEADED REGULAR, delivered F.O.B. to locations in Wilmington, Delaware as delivered by wagon load.

Estimated Gallons	20,000
OPIS Low Rack (February 15, 2018)	\$1.6725
Quoted Delivery Fee per gallon	<u>.1619</u>
Delivered Cost per gallon	<u>1.8344</u> (OPIS plus Quoted Delivery Fee)
Total Cost for 20,000 gallons	<u>\$36,688.00</u> (Delivered Cost Gallon, multiplied by gallons)

**PROPOSAL FORM
CONTRACT 19017PW
GASOLINE / HEATING OIL / DIESEL FUEL**

Gasoline Large Tank 5001 Gallons or More:

Approximately 325,000 gallons of UNLEADED REGULAR, delivered F.O.B. to locations in Wilmington, Delaware as delivered by tanker load.

Estimated Gallons	325,000
OPIS Low Rack (February 15, 2018)	\$1.6725
Quoted Delivery Fee per gallon	<u>.0265</u>
Delivered Cost per gallon	<u>1.699</u> (OPIS plus Quoted Delivery Fee)
Total Cost for 325,000 gallons	<u>\$552,175.00</u> (Delivered Cost Gallon, multiplied by gallons)

Heating Oil Small Tank 5000 Gallons or Less:

Approximately 50,000 gallons of HEATING OIL, ULSD, delivered F.O.B. to locations in Wilmington, Delaware as delivered by wagon load.

Estimated Gallons	50,000
OPIS Low Rack (February 15, 2018)	\$1.8470
Quoted Delivery Fee per gallon	<u>.1619</u>
Delivered Cost per gallon	<u>2.0089</u> (OPIS plus Quoted Delivery Fee)
Total Cost for 50,000 gallons	<u>\$1,004,450.00</u> (Delivered Cost Gallon, multiplied by gallons)

**PROPOSAL FORM
CONTRACT 19017PW
GASOLINE / HEATING OIL / DIESEL FUEL**

Heating Oil Large Tank 5001 Gallons or More:

Approximately 50,000 gallons of HEATING OIL, USLD, delivered F.O.B. to locations in Wilmington, Delaware as delivered by tanker load.

Estimated Gallons	55,000
OPIS Low Rack (February 15, 2018)	\$1.8470
Quoted Delivery Fee per gallon	<u>.0339</u>
Delivered Cost per gallon	<u>1.8809</u> (OPIS plus Quoted Delivery Fee)
Total Cost for 50,000 gallons	<u>\$ 94045.00</u> (Delivered Cost Gallon, multiplied by gallons)

Diesel Fuel Small Tank 5000 Gallons or Less:

Approximately 25,000 gallons of Diesel Fuel, USLD, delivered F.O.B. to locations in Wilmington, Delaware as delivered by wagon load.

Estimated Gallons	25,000
OPIS Low Rack (February 15, 2018)	\$1.9165
Quoted Delivery Fee per gallon	<u>.217</u>
Delivered Cost per gallon	<u>2.1335</u> (OPIS plus Quoted Delivery Fee)
Total Cost for 25,000 gallons	<u>\$ 53337.50</u> (Delivered Cost Gallon, multiplied by gallons)

**PROPOSAL FORM
CONTRACT 19017PW
GASOLINE / HEATING OIL / DIESEL FUEL**

Diesel Fuel Large Tank 5001 Gallons or More:

Approximately 165,000 gallons of Diesel Fuel, USLD, delivered F.O.B. to locations in Wilmington, Delaware as delivered by tanker load.

Estimated Gallons	165,000
OPIS Low Rack (February 15, 2018)	\$1.9165
Quoted Delivery Fee per gallon	<u>.0445</u>
Delivered Cost per gallon	<u>1.961</u> (OPIS plus Quoted Delivery Fee)
Total Cost for 165,000 gallons	\$ <u>323,565.00</u> (Delivered Cost Gallon, multiplied by gallons)

PROPOSAL FORM
CONTRACT 19017PW
GASOLINE / HEATING OIL / DIESEL FUEL

Grand Total: \$ 1,160,255.50
(Total of all above sections)

FIRM: Riggins, Inc.

Corporation Partnership Individual

PER: R. Paul Riggins

Name (Typed or Printed)

TITLE: president

SIGNATURE: 

ADDRESS: 3938 S. Main Rd.

CITY, STATE ZIP: Vineland, NJ 08360

PHONE: 856-825-7600

FAX: 856-825-2270

EMAIL: rpriggins@rigginsoil.com

FED TAX ID: 210548200

AUTOMATIC DELIVERY CONTACT NAME & TEL #: 856-825-7601

PF-5

Wholesale dispatcher.

Department of Finance
Division of Procurement and Records
5th Floor
Louis L Redding City/ County Building
800 French St
Wilmington, DE 19801

March 9, 2018

RE: Contract 19017 PW- Gasoline- Heating Oil- Diesel Fuel

Per page S-4 of the contract specifications:

“Emergency deliveries may be requested and an after- hours delivery charge is to be entered on the proposal sheet for this purpose.”

Since no space was provided on the proposal sheet, we are indicating that charge here:

After Hours Delivery Charge: \$150.00

Sincerely,



R. Paul Kiggins
president



DEPARTMENT OF PUBLIC WORKS
OPERATIONS DIVISION □ Wilmington, Delaware

MEMORANDUM

TO: John D'amelio
Acting Manager
Division of Procurement and Records

FROM: Leonard A. Obohoski
Fleet & Contracts Administrator
Department of Public Works

DATE: 28 March 2018

SUBJECT: Contract - 19017 PW - Recommendation of award Gasoline, Heating Oil, and Diesel Fuels.



APR 16 PM 3:3

We have reviewed the proposals for the subject specification and tabulate them as follows: (see attached sheet from Procurement)

<u>BIDDER</u>	<u>Contract Bid Amount</u>	
Superior Plus Energy	\$1,225,982.50	
James River	\$1,177,942.50	
Mansfield Oil	\$1,172,580.00	Note Did NOT Bid Full Contract
PAPCO, Inc	\$1,186,719.00	
Petroleum Traders	\$1,160,157.00	Note Did NOT Bid Full Contract
Riggins	\$1,169,660.00	

After reviewing the bids, we are recommending the apparent low bidder who bid the contract in its entirety.

Riggins should be awarded this contract in the total amount of \$1,169,660.00 for the delivery of Gasoline/Heating Oil and Diesel Fuels for the City of Wilmington.

APPROVED:

Kelly Williams
COMMISSIONER OF PUBLIC WORKS

cc: Vincent Carroccia
Phil Ceresini
Leonard A Obohoski

19017PW		Gasoline, Heating Oil, Diesel Fuel							3/27/2018
		Quantity	Base	Delivery	Discount	Price	Total Math	Total Bid	Variance
Riggins									
	Gasoline Small Tank	20000	\$1.6725	\$0.1619		\$1.8344	\$36,688.00	\$36,688.00	\$0.00
	Gasoline Large Tank	325000	\$1.6725	\$0.0265		\$1.6990	\$552,175.00	\$552,175.00	\$0.00
	Heating Oil Small Tank, ULS	50000	\$1.8470	\$0.1619		\$2.0089	\$100,445.00	\$100,445.00	\$0.00
	Heating Oil Large Tank, ULS	55000	\$1.8470	\$0.0339		\$1.8809	\$103,449.50	\$94,045.00	\$9,404.50 *
	Diesel Fuel Small Tank, ULSD	25000	\$1.9165	\$0.2170		\$2.1335	\$53,337.50	\$53,337.50	\$0.00
	Diesel Fuel Large Tank, ULSD	165000	\$1.9165	\$0.0445		\$1.9610	\$323,565.00	\$323,565.00	\$0.00
	Grand Total						\$1,169,660.00		
Mansfield Oil									
	Gasoline Small Tank	20000	\$1.6725			\$1.6725	\$33,450.00	NO BID	#VALUE!
	Gasoline Large Tank	325000	\$1.6725	\$0.0663		\$1.7388	\$565,110.00	\$565,110.00	\$0.00
	Heating Oil Small Tank, ULS	50000	\$1.8470			\$1.8470	\$92,350.00	NO BID	#VALUE!
	Heating Oil Large Tank, ULS	55000	\$1.8470	\$0.0707		\$1.9177	\$105,473.50	\$105,473.50	\$0.00
	Diesel Fuel Small Tank, ULSD	25000	\$1.9165			\$1.9165	\$47,912.50	NO BID	#VALUE!
	Diesel Fuel Large Tank, ULSD	165000	\$1.9165	\$0.0731		\$1.9896	\$328,284.00	\$328,284.00	\$0.00
	Grand Total						\$1,172,580.00		
Petroleum Traders									
	Gasoline Small Tank	20000	\$1.6725			\$1.6725	\$33,450.00	NO BID	#VALUE!
	Gasoline Large Tank	325000	\$1.6725	\$0.0396		\$1.7121	\$556,432.50	\$556,432.50	\$0.00
	Heating Oil Small Tank, ULS	50000	\$1.8470			\$1.8470	\$92,350.00	NO BID	#VALUE!
	Heating Oil Large Tank, ULS	55000	\$1.8470	\$0.0479		\$1.8949	\$104,219.50	\$94,745.00	\$9,474.50 *
	Diesel Fuel Small Tank, ULSD	25000	\$1.9165			\$1.9165	\$47,912.50	NO BID	#VALUE!
	Diesel Fuel Large Tank, ULSD	165000	\$1.9165	\$0.0580		\$1.9745	\$325,792.50	\$325,792.50	\$0.00
	Grand Total						\$1,160,157.00		
PAPCO, Inc.									
									*Note on Proposal Form - Generator Delivery fee is \$155.00
	Gasoline Small Tank	20000	\$1.6725	\$0.3250		\$1.9975	\$39,950.00	\$39,950.00	\$0.00
	Gasoline Large Tank	325000	\$1.6725	\$0.0424		\$1.7149	\$557,342.50	\$557,349.00	-\$6.50
	Heating Oil Small Tank, ULS	50000	\$1.8470	\$0.2399		\$2.0869	\$104,345.00	\$104,345.00	\$0.00
	Heating Oil Large Tank, ULS	55000	\$1.8470	\$0.0608		\$1.9078	\$104,929.00	\$104,929.22	-\$0.22
	Diesel Fuel Small Tank, ULSD	25000	\$1.9165	\$0.3140		\$2.2305	\$55,762.50	\$55,762.50	\$0.00
	Diesel Fuel Large Tank, ULSD	165000	\$1.9165	\$0.0495		\$1.9660	\$324,390.00	\$324,395.94	-\$5.94
	Grand Total						\$1,186,719.00		
James River Solutions									
	Gasoline Small Tank	20000	\$1.6725	\$0.2000		\$1.8725	\$37,450.00	\$37,450.00	\$0.00
	Gasoline Large Tank	325000	\$1.6725	\$0.0350		\$1.7075	\$554,937.50	\$554,937.50	\$0.00
	Heating Oil Small Tank, ULS	50000	\$1.8470	\$0.2000		\$2.0470	\$102,350.00	\$102,350.00	\$0.00
	Heating Oil Large Tank, ULS	55000	\$1.8470	\$0.0410		\$1.8880	\$103,840.00	\$94,400.00	\$9,440.00
	Diesel Fuel Small Tank, ULSD	25000	\$1.9165	\$0.2000		\$2.1165	\$52,912.50	\$52,912.50	\$0.00
	Diesel Fuel Large Tank, ULSD	165000	\$1.9165	\$0.0620		\$1.9785	\$326,452.50	\$326,452.50	\$0.00
	Grand Total						\$1,177,942.50		
Superior Plus Energy									
	Gasoline Small Tank	20000	\$1.6725	\$0.3975		\$2.0700	\$41,400.00	\$41,400.00	\$0.00
	Gasoline Large Tank	325000	\$1.6725	\$0.0975		\$1.7700	\$575,250.00	\$575,250.00	\$0.00
	Heating Oil Small Tank, ULS	50000	\$1.8470	\$0.3975		\$2.2445	\$112,225.00	\$112,225.00	\$0.00
	Heating Oil Large Tank, ULS	55000	\$1.8470	\$0.0975		\$1.9445	\$106,947.50	\$106,947.50	\$0.00
	Diesel Fuel Small Tank, ULSD	25000	\$1.9165	\$0.3975		\$2.3140	\$57,850.00	\$57,850.00	\$0.00
	Diesel Fuel Large Tank, ULSD	165000	\$1.9165	\$0.0975		\$2.0140	\$332,310.00	\$332,310.00	\$0.00
	Grand Total						\$1,225,982.50		
Analysis Prepared by Phil Ceresini									
Notes:									
Total Math is calculated from unit price									
Total Bid is as reported on Bid sheet									
Variance reflects amount of difference from bid sheet									
*All analysis for Heating Oil Large Tank based on 55,000 gallons because of conflicting information on proposal forms.									

CERTIFICATE OF AWARD OF CONTRACT

I hereby certify that Contract No. 19017PW is on this 16th of April 2018 awarded to Riggins, Inc in the amount of \$1,169,660.00 as per Proposal dated 3/26/2018 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 3/6/18 & 3/13/18.
2. The advertisement calling for sealed bids on this contract was published in the News Journal on 3/6/18 & 3/13/18 stated that bids would be opened at 3:00 p.m. on 3/27/2018
3. All sealed bids received were publicly opened in the office of the Department of Finance, Division of Procurement and Records in the presence of the City Auditor desiring to make the purchase at 3:00 p.m. on 3/27/2018. Other persons present at the opening of the bids were: Philip Ceresini, Yvette Johnson, Tina Austin
4. Bids were submitted by the following contractors in the following amounts:

<u>Contractor</u>	<u>Address</u>	<u>Date of Bid</u>	<u>Amount</u>
Riggins, Inc.	Vineland, NJ	3/27/18	\$1,169,660.00
Mansfield	Gainesville, GA	3/27/18	\$1,172,580.00*
Petroleum Traders	Fort Wayne, In	3/27/18	\$1,160,157.00*
PAPCO, Inc	Aston, PA	3/27/18	\$1,186,719.00
James River Solutions	Ashland, VA	3/27/18	\$1,177,942.50
Superior Plus Energy	Rochester, NY	3/27/18	\$1,225,982.50

***Did not bid all items**

5. City License Number _____

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

<u>Author</u>	<u>Employment Position</u>	<u>Date</u>
Kelly Williams	Commissioner of Public Works	3/28/2018



Department of Finance, Division of Procurement

Riggins, Inc.

CERTIFIED COPY OF RESOLUTIONS

I, the undersigned, Secretary of Riggins, Inc. a
NJ 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 20th day of April 2018

RESOLVED, that the President, vice presidents and
secretary/ treasurer 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, 18023W, Gasoline/ Heating Oil and Diesel Fuels, for the Contract Price of
\$1169660.00; and


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

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

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

President:	<u>R. Paul Riggins</u>
Vice President:	<u>Richard E Cummines, Jr and Steven D. Riggins</u>
Treasurer:	<u>Matthew Riggins</u>
Secretary:	<u>Matthew Riggins</u>
Assistant Secretary:	<u>n/a</u>

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Corporation
this 20th day of April 2018 A.D.


Secretary

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

**RIGGINS, INC.
5499410000**

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 13, 1957.

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:

**JAMES J GRUCCIO ESQ
817 E. LANDIS AVE.
VINELAND, NJ 08361**



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at Trenton, this 10th day of May, 2017

A handwritten signature in black ink, appearing to read "Ford M. Scudder".

**Ford M. Scudder
Acting State Treasurer**

Certificate Number : 6079651757

Verify this certificate online at

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

----- CONTRACT-----

THIS AGREEMENT, made the 20th day of April in the year Two Thousand Eighteen 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 Riggins Inc., party of the second part (hereinafter designated the Contractors)

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

Article 1. The Contractor shall and will furnish and deliver per specifications, on contract 19017PW "Gasoline/Heating Oil/Diesel Fuel" for the Department of Public Works in accordance with Advertisement for Bids by the Department of Finance, Division of Procurement and Records date 3/6/2018 & 3/13/18 and specifications identified as Contract No. 19017PW and by the signatures of the parties hereto, are, together with the said Advertisement for Bids, Instructions to Bidders, Forms of Proposal, and/or other documents pertinent thereto, hereby acknowledge and incorporated into these presents and are to be taken as a part of this Contract.

Article 2. It is understood and agreed by and between the parties hereto that the amount of this Contract is in the amount of One Million One Hundred Sixty-Nine Thousand, Six Hundred Sixty -00/100(\$1,169,660.00) as per Proposal dated 3/26/2018 to the Department of Finance, Division of Procurement and Records.

Article 3. In the performance of this Contract, the Contractor shall not discriminate or permit discrimination against any person because of his race, color, religion or his national origin.

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

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

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

Signed, Sealed and delivered
in the presence of:

THE CITY OF WILMINGTON

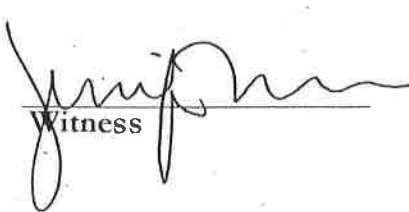
Witness

By: _____
Michael S. Purzycki, Mayor

ATTEST:

City Clerk

Riggins, Inc.



Witness

By:  _____
President (Seal)

ATTEST:



Secretary