

**AN ORDINANCE TO AUTHORIZE CONTRACT 16003PW -
JANITORIAL SERVICES AT THE MUNICIPAL COMPLEX - WITH
ACS JANITORIAL SERVICE, INC.**

#4086

Sponsor:

Council
Member
Shabazz

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 property or the rendering of services for more than a period of one year if approved by City Council by Ordinance; and

WHEREAS, the City desires to obtain janitorial services for the Municipal Complex; and

WHEREAS, the City publicly bid Contract 16003PW - Janitorial Services at the Municipal Complex ("the Contract") - in accordance with Section 8-200 of the City Charter and subsequently awarded the Contract to ACS Janitorial Services, Inc. ("the Contractor"), the lowest responsible bidder; and

WHEREAS, the term of the Contract is for a period of one (1) year beginning on or about July 1, 2015, at a total price not to exceed Forty Seven Thousand Four Hundred Thirty Six Dollars (\$47,436.00), with two possible extension periods of one (1) year each at the City's option at the same annual price; and

WHEREAS, the possible extension periods are included in the Contract in order to provide continuity of services and to take advantage of the Contractor's experience with the requirements of the Contract; and

WHEREAS, it is the recommendation of the Department of Public Works that the City enter into the Contract with the Contractor, a copy of which, in substantial form, is attached hereto and incorporated by reference as Exhibit "A."

THE COUNCIL OF THE CITY OF WILMINGTON HEREBY ORDAINS:

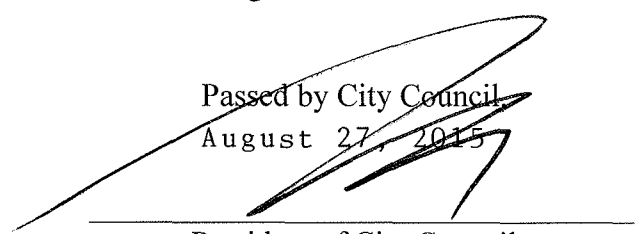
SECTION 1. Contract 16003PW – Janitorial Services at the Municipal Complex

– between the City and ACS Janitorial Services, Inc., a copy of which, in substantial form, is attached hereto as Exhibit “A,” for a period of one (1) year beginning on or about July 1, 2015, at a price not to exceed Forty Seven Thousand Four Hundred Thirty Six Dollars (\$47,436.00), with two possible extension periods of one (1) year each at the City’s option at the same annual price, is hereby approved, and the Mayor and the City Clerk are hereby authorized to execute as many copies of said agreement, as well as all additional undertakings related thereto, as may be necessary.

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

First Reading . . . August 20, 2015
Second Reading. . . . August 20, 2015
Third Reading . . August 27, 2015

Passed by City Council
August 27, 2015

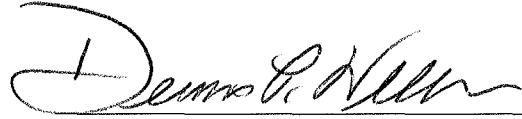


President of City Council

ATTEST: Maribel Seijo
City Clerk

Approved as to form this
4th day of August, 2015
Mary Pilnick
First Assistant City Solicitor

Approved this 1 day of Sept, 2015



Mayor

SYNOPSIS: This Ordinance authorizes City Contract 16003PW – Janitorial Services at the Municipal Complex – with ACS Janitorial Services, Inc., for a period of one (1) year at a price not to exceed Forty Seven Thousand Four Hundred Thirty Six Dollars (\$47,436.00), with two possible extensions periods of one (1) year each at the City’s option at the same annual price.

Agenda #

Impact Statement

This Ordinance authorizes City Contract 16003PW – Janitorial Services at the Municipal Complex – with ACS Janitorial Services, Inc., for a period of one (1) year at a price not to exceed Forty Seven Thousand Four Hundred Thirty Six Dollars (\$47,436.00), with two possible extensions periods of one (1) year each at the City's option at the same annual price.

CITY CONTRACT 16003PW
JANITORIAL SERVICE @ MUNICIPAL COMPLEX
BETWEEN
CITY OF WILMINGTON
AND
ACS JANITORIAL SERVICES, INC

EXHIBIT "A"



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

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

Ad No.: 0000364503
Pymt Method: Invoice
Net Amt: \$73.92

Run Times: 1

No. of Affidavits: 1

Run Dates: 03/31/15

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:

16003PW – JANITORIAL SERVICES at the MUNICIPAL COMPLEX

Pre-Bid Meeting: Thursday, April 9, 2015, at 10:00 a.m., in the William G. Turner Building, Public Works Conference Room, 500 Wilmington Avenue, Wilmington, DE 19801

Bid opening: Thursday, April 23, 2015, 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
3/31-NJ

0000364503-01

INSTRUCTIONS TO BIDDERS

1. Bids on **City Contract 16003PW – 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, APRIL 23, 2015, AT 3:00 p.m.**
2. Proposals must be in triplicate, sealed in an envelope, and the envelope endorsed "**Bid for City Contract 16003PW – 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, April 9, 2015, 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: 16003PW

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

SPECIFICATION: 16003PW

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, 2015 to June 30, 2016. 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 loading dock area and compactor.

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.

**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 doorjamb.
- 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 doorjambes.
- 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.

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 (4-1 gal/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

PROPOSAL FORM

DATE: 4-23-15

CONTRACT: 16003PW

Our City of Wilmington Business License is 7026

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, 2015 to June 30, 2016, inclusive.

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

- 1. Total cost per month = \$ 3,000 (William G. Turner Bldg.)(21,000 sq. ft.)
- 2. Total cost per month = \$ 953.00 (James C. Holloway Bldg.)(6,500 sq. ft.)
- 3. Total cost annually = \$ 47,436 (Item 1 x 12) + (Item 2 x 12)

PROPOSAL FORM

DATE: 4-23-15

CONTRACT: 16003PW

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? Yes No
- 2. List of cleaners/solvents/chemicals to be used? Yes No
- 3. Proposal pages PF-1 and PF-2? Yes 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: ACS Janitorial Service Inc.

Corporation, Partnership, Individual

PER: Anthony Sammons

Name (typed or printed)

TITLE: Owner

ADDRESS: 228 Romeo Dr. New Castle, Del 19720

PHONE: (302) 438-6413

FAX: (302) 355-3153

FEDERAL I.D. 47-3313528

Additional Service included with
monthly total of Proposal

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.



CITY OF WILMINGTON
DEPARTMENT OF PUBLIC WORKS
DIVISION OF PUBLIC PROPERTY

March 25, 2008

William E. Kaminski
Building Services Supervisor
City of Wilmington
Department of Public Works

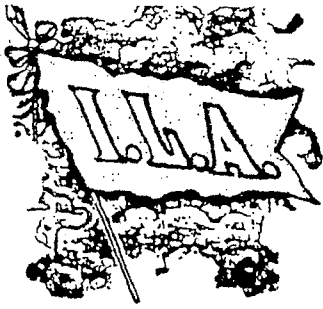
To Whom It May Concern:

Tony Sammons, owner of Tony's Janitorial Service, has been working for the city as a contracted janitorial vendor for approximately 3 years. During the construction of the Municipal Complex his company cleaned the temporary trailers where the public works operation divisions were located and his company is currently cleaning the William G. Turner Bldg. The level of service his company has provided is exemplary with little or no complaints that could not be handled with minor intervention from our division. I believe the company has the ability to provide the specified level of service to meet the need with efficiency and professionalism.

If you have any questions, please give me a call at (302) 576-3861.

Respectfully,

William E. Kaminski
Building Services Supervisor



REG. U.S. PATENT OFFICE

INTERNATIONAL LONGSHOREMAN'S ASSOCIATION

Local 1694

Affiliated with AFL-CIO & Canadian Labor Congress
200 South Claymont Street — P.O. Box 267
Wilmington, DE 19899
(302) 652-5204

March 31, 2008

Richard Cephas

Recording Secretary

302- 521-7789

To whom it may concern;

Tony's Janitorial Service has provided excellent services for the last 10 years; local 1694 has 24,000 s.f. that accommodates up to 1,000 persons at any giving time for weddings, parties etc. I would like to recommend this company because of the detailed attention to floor maintenance and the overall commitment to excellence in general cleaning.

Mr. Anthony Sammons takes pride in his services and he realizes that there is only one chance to make a good first impression. That is why he insists on providing good quality service.

Yours truly,

Recording Secretary

ILA Local 1694





1121 Thatcher Street
Wilmington, DE 19802

July 28, 2004

To Whom It May Concern:

Please accept this letter as a recommendation for Tony's Total Floor Care Service (TTFCS).

Tony's Total Floor Care Service provided a tremendous service to the Marion T. Academy. The quality of their work was superior. TTFCS is commendable for the following reasons: They are:

- Trustworthy
- Dependable
- Committed to quality, and
- Professional.

I give Tony's Total Floor Care Service my most heartfelt recommendation. Rest assured that Tony will do everything in his power to hold his team accountable to the highest of standards.

Sincerely,

John A. Taylor Jr.
Head of School, Marion T. Academy



1121 Thatcher Street
Wilmington, DE 19802

July 28, 2004

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John A. Taylor Jr.
Head of School, Marion T. Academy

TONY'S JANITIONAL SERVICE SUPPLY LIST THAT ARE INCLUDED WITH
CONTRACT #

12' Jumbo paper towels
Jumbo toilet tissue roll
Single 1 ply toilet tissue roll
Toilet seat covers
White Jewel hand soap (antibacterial)
24 x 24 small clear liners (1000 / case)
30 x 37 medium clear liners (500 / case)
40 x 48 large clear liners (250/case)

EQUIPMENT

1-20" High Speed Burnisher
2-Rubbermaid 44-gallon trash cans
4-Rubbermaid Bucket / w ringer Units
4-Wet Floor Signs
4-Restroom Closed signs
3- Vacuum cleaners
1- Wet Vac

Chemical Supply List

Disinfectant
Glass Cleaner
Bowl Cleaner
Tile Floor neutral cleaner, light degreaser cleaner
Neutralizer Stripper
Floor Finish and Stripper
Stainless steel polish cleaner
All purpose cleaner (Tile floor in lobby)

Miscellaneous

Static dusting cloths
Blue and White cleaning cloths
Spray bottles with labels
Extension cords / buffing pads
Wet and Dry Mop heads / double buckets

TONY'S JANITORIAL SERVICE

228 ROMEO DRIVE

NEW CASTLE, DE 19720

302.438.6413

Tony's Janitorial Service will employ four (4) maintenance personnel staff people and one (1) Supervisor (myself) to carry out the duties as set forth in this contract. Said employees (4) will Work four (4) hours per night.


1. Anthony Sammons
2. Ivy Wilson
3. Barbara Lawrence
4. Theodore Mitchell
5. Rose Dorothy



DEPARTMENT OF PUBLIC WORKS
OPERATIONS DIVISION : Wilmington, Delaware

MEMORANDUM

TO: Gary Fullman
Procurement Division
Finance Department

FROM: Marlyn W. Dietz 
Director of Operations
Department of Public Works

DATE 27 April 2015

RE: **Janitorial Services Contract (16003PW)**



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 ACS Janitorial Service, Inc. in the amount of \$47,436.00 as the lowest proposal received which meets the specified requirements.

ACS Janitorial Service, Inc.-----(\$47,436.00)

JCM Business Solutions, LLC-----(\$103,405.07)


Jeffrey Starkey
Commissioner of Public Works

cc: Jeffrey Starkey, Commissioner, Department of Public Works
Vince Carroccia, Administrative Services Director, Department of Public Works
George Johnson, Building Services Supervisor, Department of Public Works
Samuel Baise, Assistant Building Services Manager, Department of Public Works

CERTIFICATE OF AWARD OF CONTRACT

I hereby certify that Contract No. 16003PW is on this 6th of May, 2015 awarded to ACS Janitorial Services, Inc. in the amount of \$47,436.00 as per Proposal dated 4/23/15 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 3/31/15.
2. The advertisement calling for sealed bids on this contract was published in the News Journal on 3/31/15 stated that bids would be opened at 3:00 p. m. on 4/23/15
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 4/23/15. Other persons present at the opening of the bids were: Tina Romano-Austin, Philip Ceresini, Brian Stickels
- 4.
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>
1. ACS Janitorial Services	New Castle, DE	4.23.15	\$47,436.00
2. JCM Business Solutions, LLC	Seaford, NY	4.23.15	\$103,405.07


5. City License Number _____

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

<u>Author</u>	<u>Employment Position</u>	<u>Date</u>
<u>Jeffrey Starkey</u>	<u>Commissioner of Public Works</u>	<u>4/27/15</u>
<u>Marlyn W. Dietz</u>	<u>Director of Operations</u>	<u>4/27/15</u>

Approved as to Form

First Assistant City Solicitor



 Department of Finance, Division of Procurement

State of Delaware
Secretary of State
Division of Corporations
Delivered 11:45 AM 06/11/2015
FILED 11:45 AM 06/11/2015
SRV 150909681 - 5766394 FILE

STATE of DELAWARE
CERTIFICATE of INCORPORATION
A STOCK CORPORATION

- First: The name of this Corporation is ACS Janitorial Service Inc
- Second: Its registered office in the State of Delaware is to be located at 260 Chapman Rd Ste 104B Street, in the City of Newark County of New Castle Zip Code 19702. The registered agent in charge thereof is J. B. Goldberg, Inc.

Third: The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

- Fourth: The amount of the total stock of this corporation is authorized to issue is 1,500 shares (number of authorized shares) with a par value of 100.0000000000 per share.
- Fifth: The name and mailing address of the incorporator are as follows:
Name Troy Bailey
Mailing Address 260 Chapman Rd STE 104B
Newark DE Zip Code 19702
- I, The Undersigned, for the purpose of forming a corporation under the laws of the State of Delaware, do make, file and record this Certificate, and do certify that the facts herein stated are true, and I have accordingly hereunto set my hand this 11th day of June, A.D. 20 15.

BY: [Signature]
(Incorporator)

NAME: Troy Bailey
(type or print)

ACS JANITORIAL SERVICE INC.

CERTIFIED COPY OF RESOLUTIONS

I, the undersigned, Secretary of ACS Janitorial Service, Inc., at (State or Commonwealth where incorporated) 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 11th day of June 2015.

RESOLVED, that the President, Anthony Sammons, of the Corporation be and he hereby is authorized to execute and deliver on behalf of Corporation a contract and other contract documents by and between this Corporation and the City of Wilmington, Delaware, Department.

16003PW Janitorial Service for Municipal Complex (Number and Title of Contract)	\$47,436.00 (Contract price)
--	---------------------------------

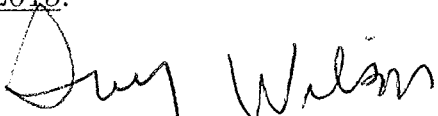
FURTHER RESOLVED, that the President of this Corporation be and Anthony Sammons hereby is authorized to attest to the said contract and other documents.

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

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

President:	<u>Anthony Sammons</u>
Vice President:	_____
Treasurer:	_____
Secretary:	<u>Ivy Wilson</u>
Assistant Secretary:	_____

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Corporation this 11th day of June, 2015.



Secretary

FORM OF BOND

Know All Men By These Presents, That We, _____

ACS Janitorial Service, Inc

228 Romeo Drive, New Castle, DE 19720

as principal, and North American Specialty Insurance Company

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 **Forty Seven Thousand Four Hundred Thirty Six ---00/100----- Dollars (\$47,436.00)** to be paid to the said obligee, the City of Wilmington, for which payment, well and truly to be made, we do bind ourselves, our and each and every of our heirs, executors administrators, successors and assigns, jointly and severally, for and in the whole, firmly by these presents.

Sealed with our seals

Dated the 15th day of May, 2015

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 **16003PW "Janitorial Services for the Municipal Complex."** dated 15th day of May 2015, 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.

--- CONTRACT---

THIS AGREEMENT, made the 15th day of May in the year Two Thousand Fifteen by 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 ACS Janitorial Services, Inc of the second part (hereinafter designated the Contractor).

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 16003PW "Janitorial Services at The Municipal Complex" for the Department of Public Works in accordance with Advertisement for Bids by the Department of Finance, Division of Procurement and Records date 3/31/15 and specifications identified as Contract No. 16003PW 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 Forty Seven Thousand Four Hundred Thirty Six --- 00/100 --- Dollars (\$47,436.00) as per Proposal dated 4/23/15 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 Department** caused the hand of **Dennis P. Williams**, 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: _____
Dennis P. Williams, Mayor

ATTEST:

City Clerk

Gina Pepe

Witness

ACS Janitorial Services, Inc

[Signature]
By: _____
President (Seal)

ATTEST:

Secretary

Approved as to Form on this _____

Day of _____, 2015

First Assistant City Solicitor