

AN ORDINANCE TO AUTHORIZE AND APPROVE THREE ONE-YEAR EXTENSIONS OF CONTRACT 24001EMPS (BUILDING MANAGEMENT SERVICES AT THE EMERGENCY OPERATIONS CENTER) BETWEEN THE CITY OF WILMINGTON AND ASSET MANAGEMENT ALLIANCE

#0367

Sponsor:

**Council
Member
McCoy**

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

WHEREAS, the City publicly advertised a request for proposals for Contract 24001EMPS “Building Management Services at the Emergency Operations Center” (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 Asset Management Alliance, the highest ranked proposal; and

WHEREAS, the term of the Contract is for the period from July 1, 2023 to June 30 2024, at an estimated price of One Hundred Fourteen Thousand Eight Hundred Fifty-Six Dollars and Eighty Cents (\$114,856.80), with the possibility of three (3) extensions of one (1) year thereafter on the same terms and conditions; and

WHEREAS, it is the recommendation of the Office of Emergency Management that City Council authorize the City to exercise the options to extend the Contract for three (3) additional periods of one (1) year; and

WHEREAS, City Council deems it necessary and appropriate to authorize the City to exercise the options to extend the Contract for three (3) additional periods of one (1) year.

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

SECTION 1. The three (3) one-year extension options to the Contract (being Contract 24001EMPS “Building Management Services at the Emergency Operations Center” between the City of Wilmington and Asset Management Alliance), a copy of which Contract, in substantial form, is attached hereto as Exhibit “A”, at an estimated price of One Hundred Fourteen Thousand Eight Hundred Fifty-Six Dollars and Eighty Cents (\$114,856.80) per extension, are hereby approved, and the Mayor, or his designee, is hereby authorized to exercise the City’s options, as well as to take all additional undertakings related thereto as may be necessary.

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

First Reading.....November 16, 2023
Second Reading.....November 16, 2023
Third Reading.....

Passed by City Council,

President of City Council

ATTEST: _____
City Clerk

Approved this ____ day of _____, 2023.

Mayor

SYNOPSIS: This Ordinance authorizes the City to exercise three (3) one-year extension options for Contract 24001EMPS “Building Management Services at the Emergency Operations Center” with Asset Management Alliance.

FISCAL IMPACT STATEMENT: The fiscal impact of this Ordinance is three (3) one-year contract extensions at an estimated price of One Hundred Fourteen Thousand Eight Hundred Fifty-Six Dollars and Eighty Cents (\$114,856.80) per extension.

W0122976

EXHIBIT A



The News Journal
Media Group

A GANNETT COMPANY

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New Castle, DE 19720

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(800) 235-9100

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AFFIDAVIT OF PUBLICATION

of Affidavits 1

This is not an invoice

State of Delaware
New Castle County

Personally appeared **The News Journal**

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

02/23/2023, 02/28/2023 **A.D 2023**

Sworn and subscribed before me, this 28 day of
February, 2023

Ad Number: 0005604333

Legal notification printed at larger size for affidavit.

Notary Public, State of Wisconsin, County of Brown

My commission expires

VICKY FELTY
Notary Public
State of Wisconsin

Ad Number: 0005604333

Run Dates: 02/23/2023, 02/28/2023

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

**24001EMPS - PROFESSIONAL SERVICES FOR BUILDING MANAGEMENT
EMERGENCY OPERATIONS CENTER (EOC)**

Pre-Proposal Meeting: Thursday, March 2, 2023, at 10:00 a.m., in the Emer-
gency Operations Center, 22 S. Heald Street, Wilmington, DE 19801

Proposals are due on THURSDAY, MARCH 23, 2023, at 4:30 p.m.

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

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

pceresini@wilmingtonde.gov
www.wilmingtonde.gov

2/23,2/28-NJ

0005604333 01

REQUEST FOR PROPOSALS

1. Proposals on **City of Wilmington Contract 24001EMPS – Professional Services for Building Management, Emergency Operations Center (EOC), 22 South Heald Street** will be received in the Division of Procurement and Records, 5th Floor, Louis L. Redding City/County Building, 800 French Street, Wilmington, Delaware, on **Thursday, March 23, 2023 at 4:30 p.m.** Proposals can be left in the **Procurement Bos in front of the Guard Desk on the 1st floor.**

2. Proposals must be an original and three (2) copies, along with two (2) USB drives with a single pdf file on each, sealed in an envelope, and the envelope endorsed "**Proposal for City of Wilmington Contract 24001EMPS – Professional Services for Building Management, Emergency Operations Center (EOC)**" and addressed to the Department of Finance, Division of Procurement and Records, Fifth Floor, Louis L. Redding City/County Building, 800 French Street, Wilmington, Delaware.

3. Any proposal may be withdrawn prior to the schedule time for opening of proposals or authorized postponement thereof. No proposal may be withdrawn within sixty (60) calendar days after the actual opening thereof.

4. The successful proposer will be required to have or obtain an appropriate business license from the Department of Finance, Revenue Division, City of Wilmington, in order to be awarded the contract. Before obtaining a City of Wilmington Business License, all applicants must show proof of a current State of Delaware Business License.

5. The successful proposer will be required to withhold City of Wilmington Wage Tax from their employees and withheld taxes paid to the City of Wilmington pursuant to the provisions of the Wilmington Wage Tax Law. This law applies to people living and/or working in the City of Wilmington.

6. The U.S. Department of Commerce monitors Procurement transaction made to minority business enterprises by the City of Wilmington. The Minority Business Developments Agency's District Office reserves the right to contact the successful minority proposer and/or subcontractor to confirm any participation in the Procurement process.

7. The successful bidder certifies that they are not listed on the Federal Governmental, Excluded Parties List System (www.sams.gov). This may be verified by the City of Wilmington and if listed may be grounds for rejection of the bid or proposal.

8. Award and Execution of Contract

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

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

B. **Award of Contract.** The award of the contract, if it be awarded, must be within sixty (60) calendar days after the opening of proposals to the qualified proposer whose proposal complies with all the requirements prescribed. The successful bidder will be notified by letter mailed to the address shown on his proposal that his proposal has been accepted and

has been awarded the contract.

- C. **Cancellation of Award.** The City reserves the right to cancel the award of any contract at any time before the execution of said contract by all parties without any liability against the City.
9. Any person doing business or seeking to do business with the City shall abide by the following Global Sullivan Principles:
- A. Support universal human rights and particularly, those of employees, the communities within which you operate, and parties with whom you do business.
 - B. Promote equal opportunity for employees at all levels of the company with respect to issues such as color, race, gender, age, ethnicity, or religious beliefs, and operate without unacceptable worker treatment such as the exploitation of children, physical punishment, female abuse, involuntary servitude, or other forms of abuse.
 - C. Respect employee's voluntary freedom of association.
 - D. Compensate employees to enable them to meet at least their basic needs and provide the opportunity to improve their skill and capability in order to raise their social and economic opportunities.
 - E. Provide a safe and healthy workplace; protect human health and the environment; and promote sustainable development.
 - F. Promote fair competition including respect for intellectual and other property rights, and not offer, pay, or accept bribes.
 - G. Work with governments and communities in which you do business to improve the quality of life in those communities -- their educational, cultural, economic, and social well-being -- and seek to provide training and opportunities for workers from disadvantaged backgrounds.
 - H. Promote the application of these principles by those with whom you do business.

PRE-PROPOSAL MEETING:

**Thursday, March 2, 2023 @ 10:00 am
Emergency Operations Center
22 South Heald Street
WILMINGTON, DE 19801**

CITY OF WILMINGTON

PUBLIC SAFETY EMERGENCY OPERATIONS CENTER

22 SOUTH HEALD STREET

WILMINGTON, DELAWARE

PROFESSIONAL SERVICES FOR BUILDING MANAGEMENT

24001EMPS

INSTRUCTIONS AND SPECIFICATIONS

The site, which is the subject of this agreement, is physically located at 22 South Heald Street, at the intersection of S. Heald St. and Christiana Av. in the City of Wilmington, Delaware. It is presently known as the City of Wilmington, Emergency Operations Center (EOC) and houses the Office of Emergency Management, the Emergency Operations Center, and the Wilmington Fire Department Administrative Staff.

INSTRUCTIONS

The following items should be considered by all vendors submitting proposals.

1. The facility, known as the EOC, consists of an L-shaped structure with two floors that contain a total of 23,000 square feet distributed on each of the two floors, 21,200 on the first floor and 1800 on the second floor. There are storage and maintenance areas on the first floor.
2. The site houses the Office of Emergency Management, Emergency Operations Center, and the Wilmington Fire department Administrative Staff. Typically, the building is occupied, Monday to Friday from 7:00 AM to 5:00 PM. During an emergency activation the building will remain open 24 hours a day and 7 days per week.

SPECIFICATIONS

PROFESSIONAL SERVICES TO BE PROVIDED BY THE VENDOR

A. General

This is a contract for Professional Services and intended to be awarded to the vendor who the City determines can best fulfill the City's needs. The price of the Contractor's services will be an important factor, but will not necessarily be determinative of the successful vendor. The City reserves the right to negotiate with any or all vendors after the proposals have been received and opened by the City or to reduce the scope of this agreement during the year as necessary. The City also reserves the right to request additional information and/or to interview any or all of the vendors.

Vendor shall be capable of providing sufficient staff and management personnel to provide professional services and meet the specified needs of the City of Wilmington, Emergency Operations Center (EOC). The contractor shall furnish all supervision, labor, materials, supplies and operating expenses necessary and required for the safe and proper provision of the services listed below. This will include preventative maintenance, routine service, inspections, repairs, etc. The manufacturers recommended maintenance and repair specifications and intervals and all Federal, State, or Local governmental regulations, laws standards and codes will be followed at all times. A specific staff individual shall be identified and charged with the responsibility for conducting all of the services herein stated. The management company and/or its personnel, and any sub-contracted firm(s) hired by the selected management company, must have a minimum of five (5) years' experience in the management and maintenance of office buildings which are a minimum of 23,000 square feet in size. All proposers will be required to furnish proof of this experience, along with a list of references for their firm and any subcontractors listed or utilized for the duration of this agreement. Vendor shall supply all maintenance equipment and tools necessary to carry out the terms of this agreement. The City of Wilmington will not reimburse for tools or equipment under this agreement. All preventative and routine maintenance shall be covered by this agreement. In the case of a minor repair that is outside of the specific scope of this agreement, the City may request that the contractor handle the repair either by using internal labor or a sub-contractor. This type of work will be limited to a maximum of \$1,000.00 per incident and \$1,200.00 per month. This will be the only thing that is to be reimbursable and will require receipts or invoices that will be invoiced to the City of Wilmington at cost. Any repairs that exceed this threshold will be handled through a separate purchase order following all City of Wilmington purchasing guidelines. Occasionally, the City may require the Superintendent to obtain written quotations to assist in this process.

B. Building Superintendent

Prior to the awarding of this contract, the vendor shall furnish the Director of Emergency Management with the identity of the proposed building superintendent. As the building

superintendent may have access to strategic or sensitive areas of the building, the proposed superintendent shall be subject to a pre-employment screening examination (including substance abuse testing) to be performed by or on behalf of the management company, the results of which shall be submitted to the Wilmington Office of Emergency Management and shall be subject to its approval. The management company shall inform the prospective superintendent prior to taking such pre-employment screening examination that the results will be forwarded to the Wilmington Office of Emergency Management for its review.

A copy of an executed contract and a Certificate of Insurance for all contracted services shall be maintained in the Building Superintendent's Office located at the EOC and shall be available for inspection upon reasonable notice by the City. Additionally, a copy of the City of Wilmington Business License for the successful vendor and any subcontractors will also be maintained in the Building Superintendent's Office.

The vendor shall provide a building superintendent on site four (4) hours each day, Monday through Friday, who shall be responsible for the overall management and maintenance of the building including but not limited to; the replacement of light bulbs and lamps throughout the building, unstopping toilets and urinals, minor repairs or painting as needed or any other related duties as requested by the Director of Emergency Management. Such individual shall be knowledgeable of the various mechanical and electrical systems which are installed in the building. He/she shall meet on a regular basis with the designated City personnel to discuss the operation and maintenance of the building. He/she shall be responsible for coordinating all of the services to be rendered under this agreement and for maintaining records of same. A written report of duties performed will be provided to the Director of Emergency Management weekly.

In addition to the times that the superintendent shall be on duty at the building location, he/she shall be on call on a 24-hour basis or the vendor will provide equally competent support staff. No additional charges shall be made to the City of Wilmington for the superintendent or support staff for this 24-hour on-call service.

C. Heating, Ventilating, and Air Conditioning

1. Vendor shall ensure that the individual selected as the Building Superintendent is knowledgeable of the mechanical system installed in the building. There shall be developed a regular service interval for the primary units located on the roof and platform as well as the various satellite units installed in the ceilings throughout the building. The units shall be serviced in accordance with this regular schedule and documented.
2. Maintenance on these units will be performed at least once every four (4) months, and will include the replacement of pleated air filters and any other materials needed. This maintenance including the filters and any required routine water treatment, chemicals, etc., will be included in the cost of this contract and should be included in the price listed on the proposal form section C.

D. Electrical, Security, and Monitoring Systems

1. The building is equipped with a card access security system that is controlled by various computer sites. Vendor shall become familiar with this system. Additionally, vendor shall take the necessary steps to ensure that only designated individuals have access to the computer control sites.
2. Vendor shall provide the City with a list of all employees or contractors who may have access to this system for security checks. The City retains the right to reject any individual or contractor access to this system with or without cause.
3. Vendor shall familiarize themselves and their staff with the electrical configuration of the building and the various control mechanisms. He shall ensure that all mechanisms are maintained in proper working order and serviced at the appropriate intervals. (all routine maintenance and testing, including once yearly infrared inspection of all switchgear and breaker panels are to be included). It shall be the vendors responsibility to supply and change all bulbs and lamps as necessary.
4. The building is equipped with a security visual monitoring system in addition to the other systems. Vendor shall ensure that he becomes familiar with the mechanics of such system and that it is properly serviced and maintained.

E. Exterior Window Cleaning

Vendor shall procure the services of a window cleaning firm or shall provide such services with its staff. Such services are to be rendered in a first-class manner in accordance with the specifications herein provided. However, the City reserves the right to reject the window cleaning firm if the services provided are not in accordance with acceptable standards by giving such notice to the Building Superintendent in writing. Such notice shall be effective upon receipt unless otherwise stated herein.

The inside of all regular exterior windows shall be washed semi-annually. The outside of all regular windows shall be washed quarterly.

F. Grounds, Site Maintenance (including all parking area's)

1. Vendor shall provide personnel to police the grounds on a regular basis. This shall include clearing any debris, litter, or trash that should be found on or in and around the premises.
2. The grounds shall be policed on Mondays, Wednesdays, and Fridays of each week; however, all entrance areas, inside and outside, will be checked and cleaned daily. This is to include removal of cobwebs around outside of entrances.

3. The vendor shall provide personnel to cut the grass areas on the grounds once a week during the growing season.
4. The vendor shall provide personnel to remove snow and apply salt, sand, etc., from areas of employee and public access to the Emergency Operations Center. Snow removal should be completed prior to the regular occupancy times.
5. Vendor shall provide lawn services as follows:
 - a. Spring Clean-up - late March:

Clean all bed areas to remove accumulated leaves, debris, and any old weed growth. Spring clean-up is to occur prior to mulch application. Some fill might be necessary in these areas.
 - b. Mulching:

Mulch all bed areas once per year, following spring clean-up with a minimum of two inch depth of hardwood mulch.
 - c. Weed Control:

Apply an industry accepted pre-emergent weed control in accordance with label safety instructions. Application to be applied as needed, minimum of one time per year, dependent on weather conditions and product residual.
 - d. Bed Care:

Weed, edge and/or cultivate bed areas a minimum of every three weeks to maintain a consistently neat, clean bed area.
 - e. Trimming and Pruning:

Trim and prune all ornamental trees, shrubs, and ground covers according to standard horticultural practice and timing consistent with specific tree, shrub, and ground cover varieties.

Trimming shall consist of removal of excessive seasonal growth to all hedge rows or sheared plant material. Trimming will be done a minimum of three times per year.

Pruning shall consist of removal of winter kill and damage due to wind and ice, removal of dead and crossing branching, rejuvenation of pruning to encourage new branching from base of deciduous shrubs, removal of excessive suckering shoot growth from the base of trees, and removal of weakened insect and disease damaged wood.

Care shall be given to maintain natural plant form, flowering wood and buds shall not be removed prior to flowering state of plant growth.

f. Spraying:

Spray all trees and shrubs as required to control insect and disease damage, a minimum of three times per year. Spray applications would be targeted to control peak populations of insects and disease organisms.

g. Flower Installation (All beds butting and around the building):

Install annual flowers Spring and late Summer.

G. Sprinkler / Alarm Systems

The building is equipped with a basic sprinkler system that protects the entire structure. Additionally, the building is equipped with a fire alarm system and fire extinguishers.

Vendor shall provide regular service, testing and maintenance on the sprinkler system, fire alarm systems and fire extinguishers. Vendor shall document the existence of such service and maintenance. These documents shall be maintained in the Building Superintendent's Office, located at the EOC, and be available for inspection upon reasonable notice by the City.

H. Emergency Generator

The building has installed an emergency generator to provide electrical power to various areas in the event of a power failure from the local electrical source. Vendor shall maintain and test the generator in accordance with the manufacturer's specifications; however, at a minimum the generator will be tested quarterly with 1 full load test per year. A log of the service and maintenance intervals shall be maintained in the Building Superintendent's Office at the EOC. These documents shall be available for inspection by the City upon reasonable notice.

I. Exterminating

Vendor shall provide exterminating services as needed. At a minimum there will be 6 treatments and inspections per year. Additionally, there will be on termite inspection and possible treatment (based on results of inspection), yearly.

J. Elevator

The Building Superintendent shall be knowledgeable of elevator systems. Elevators are to be inspected and serviced in accordance with the manufacturer's standards and the applicable building code. Vendor is to establish a maintenance and inspection log that shall clearly indicate that the required level of service is performed. These documents shall be maintained in the Building Superintendent's Office located in the Emergency Operations Center, and be available for inspection by the City.

K. Flood Gates

The Superintendent will become familiar with the Flood Gates for the building. He / She will be knowledgeable with the installation of gates and will install same when conditions warrant.

L. Janitorial Services

1. General

The EOC is to be cleaned in a first-class manner. General specifications must be adhered to.

2. Cost

The cost for this part of the contract is to be developed on a per square foot basis for cleaning all areas including corridors, rest rooms, elevators, lobbies, and all other building space that normally needs janitorial services. Cleanable square footage is defined as all tenant and public space measured from inside wall, including floor space taken by furniture, internal walls, columns, etc. All cleaning supplies, plastic trash bags, paper towels, toilet paper, soap, sanitary napkins, deodorant blocks, etc. will be furnished by the contractor without any additional charges to the City of Wilmington.

3. Work Hours

Janitorial services, as outlined herein, shall be provided five days a week, Monday through Friday (minimum). Changes to this schedule must be approved in advance by the Director of Emergency Operations or his/her designee.

4. Administration

The City of Wilmington reserves the right to reject the cleaning contract, prior to selection by the contractor and at any time during the duration of this agreement. The same rules shall be applicable for any replacement of such contractor. The Building Superintendent will meet with the janitorial contractor prior to the start of

work under this agreement to review the contract and expectations. Notification shall be given to the City prior to any changes in cleaning contractor.

5. Inspection and Review

Monthly reviews will be made with the Building Superintendent to determine that all required services outlined herein are being provided. The inspections shall be at the discretion of the appropriate City personnel. In addition to the monthly review with the contractor, the Building Superintendent will make daily tours of the building observing general maintenance. A daily log will be maintained of all cleaning requests and/or complaints. This log will be reviewed daily by the Building Superintendent. Major discrepancies between contract provisions and contractor's performance that cannot be settled by the Building Superintendent and the Janitorial Project Manager shall be taken up by the appropriate City officials with management personnel of the cleaning contractor. The Building Management Contractor agrees to provide a monthly report to the Director of Emergency Management listing the dates of all monthly, bi-monthly, and quarterly janitorial services. It should be noted that the frequencies shown in these specifications are designed to provide a satisfactory degree of cleanliness under normal conditions. In the case of inclement weather or other unforeseen circumstances, it may become necessary to change the frequency of cleaning in some areas to maintain satisfactory cleaning standards.

6. Daily for Vendor

- a. Empty wastebaskets, wash as needed, replace liners.
- b. Dust mop all resilient floors with treated dust mop.
- c. Vacuum all carpeting daily; use crevice tool for all hard to clean objects and areas.
- d. Wet mop entire lobby floor; vacuum entrance lobbies on floors.
- e. Clean and wipe countertops, stoves, walls, and appliances in the kitchen area.
- f. Clean all glass doors.
- g. Clean and sanitize all drinking fountains.
- h. Thoroughly clean all male and female locker areas and rest room fixtures, sinks, hoppers, and urinals with germicidal disinfectant (Tergisyl or approved equal). Chrome shall be polished and doors, dispensers, window sills, ledges, and mirrors shall be cleaned. Rest rooms, and all locker room floors, shall be mopped with germicidal disinfectant (Tergisyl or approved equal).
- i. Replace all rest room supplies; i.e., hand towels, toilet tissue, toilet seat covers, sanitary supplies, deodorant blocks in both men's and women's rest rooms, and hand soap as needed.
In addition, spray air fresheners and deodorizers will be applied by the janitorial attendant as needed.
- j. Sweep stairwells and landings.

- k. Remove trash and all obvious debris; i.e., trash around vending machines. Also clean microwave oven(s).

7. Weekly for Vendor

- a. Dust all furniture, window sills, filing cabinets, wall hangings, etc., with treated cloths.
- b. Spot clean crevices between carpet and wall wherever necessary, such as around power poles and electrical outlets.
- c. Remove all marks and smudges from doors, doorjambs, light fixtures, ceilings, and walls.
- d. Thoroughly clean all male and female locker areas to include all fixtures, floors, and walls with germicidal disinfectant. Dust the tops of all locker areas.

8. Monthly for Vendor

- a. Remove cobwebs from ceilings, shelving, etc.
- b. Wash rest room stall doors and stall walls with germicidal disinfectant (Tergisyl or approved equal). Wash kitchen walls on the first floor.
- c. Dust all blinds.
- d. Scrub rest room floors and all locker rooms.
- e. Remove all insects trapped in fluorescent lights in corridors, lobbies, all office areas, and executive suites.
- f. Clean all interior glass surfaces including glass door inserts, walls and interior windows throughout the building.

9. Quarterly for Vendor

- a. Clean light diffusers. Clean ceiling tiles around air vents as needed.
- b. Vacuum drapes.
- c. Vacuum upholstered furniture.
- d. Strip, re wax, and buff all non-carpeted floors.
- e. Wash rest room walls with germicidal disinfectant (Tergisyl or approved equal).
- f. Mop stairways and landings. Wash walls and doors as needed.

10. Yearly for Vendor

All carpeted areas of the EOC will be cleaned and shampooed at least once a year.

11. Added Conditions for Janitorial Personnel

- a. All personnel shall have picture identification cards or badges provided by the Building Superintendent or City of Wilmington.
- b. All heavy cleaning (e.g., floor mopping, etc.) shall be performed on a five-day week, Monday through Friday.
- c. One person is to work as a day worker five days a week, Monday through Friday.
- d. The Wilmington Office of Emergency Management has the right to demand removal from its premises, any employee of the contractor for whatever reason may be deemed sufficient.
- e. Damage and/or pilferage by employees of the contractor shall be the contractor's responsibility, and the owner's loss will be reimbursed.
- f. The contractor shall, at his expense, correct unsatisfactory work as directed.
- g. The contractor shall take every precaution for the safety of employees and tenants.
- h. All custodians are to enter and/or leave the building as directed.
- i. Any custodian leaving the building with bags, boxes, etc., where the contents are not visible to City personnel, will not be able to leave until the supervisor, in the presence of a designated City of Wilmington employee, surveys the contents.
- j. Custodians shall not eat in any office area.
- k. The custodial sign-in sheet will indicate where the custodian is assigned. Any changes during the shift must be communicated to the City.
- l. **All telephones in the building are off-limits.** In the event of an emergency, the telephone at the information desk may be used. This is for local calls only, no long distance calls.
- m. Custodians are responsible for turning off any light switches that are accessible to them when they clean an area.

GENERAL CONDITIONS

A. Hold Harmless

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

B. Laws to be Observed

Contractor shall at all times observe and comply with all Federal, State, local and municipal laws, ordinances, rules and regulations that may apply to the services to be rendered under this agreement and shall defend, indemnify, and save harmless the City and all its officers, agents and servants against any claim or liability arising from such based upon the violation of any such law, ordinance, rule, regulation, order or degree.

C. Damage by Employees

Contractor, his subcontractors, agents, assignees, servants, and employees shall be responsible for any damage done to the property of the City that may occur during the rendering of services under this agreement. Contractor shall replace or compensate the City for the damage caused by such person(s) to property of the City.

D. Insurance

The contractor will be required to provide insurance of the prescribed types and minimum amounts as set forth herein. Evidence of such insurance shall be furnished to the City ten (10) days after contractor is given notice of award of contract. Such evidence shall be in the form of insurance certificates that shall contain a provision that provides that coverage afforded under the policies shall not be canceled until at least thirty (30) days prior written notice has been given to the City. All insurance contracts must name the City of Wilmington as an additional insured.

Minimum requirements of insurance to be carried by the contractor shall be as follows:

1. Workers' Compensation Insurance - statutory as required by the Workers' Compensation Law of Delaware. Employer's liability coverage must be provided with limit of \$100,000.00.
2. Comprehensive General Liability Insurance, including broad form property damage and contractual liability insurance - bodily injury and property damage liability with a combined single limit of \$2,000,000.00 for all damages because of bodily injury and property damage suffered by one or more persons or organizations as a result of any one occurrence. For all those parts of the work to be performed under this agreement by subcontractors, contractor shall require them

to carry such insurance coverage specified herein and name the City of Wilmington as an additional insured.

3. Comprehensive Automobile Liability Insurance (to provide coverage for all owned and rented vehicle) - bodily injury and property damage liability with a combined single limit of \$500,000.00 for all damages because of bodily injury and property damage suffered by one or more person(s) as a result of one or more accidents.

E. Licenses

All licenses required by State and/or City shall be obtained by the contractor. Contractor and all sub-contractors shall withhold City of Wilmington Wage Tax for all employees and withheld taxes shall be paid to the City of Wilmington pursuant to the provisions of the Wilmington Wage Tax Law. No agreement will be executed until evidence is presented of having obtained all necessary licenses and having applied for wage tax withholding. Corrective action will be taken against any Sub-contractors that do not remain in compliance with all City of Wilmington tax codes.

F. Cancellation

The provisions outlined in these specifications are the absolute basic and minimum requirements. The City of Wilmington must be satisfied with the services rendered hereunder before invoices are paid. Failure to meet these requirements as determined by the Chief of Police shall result in cancellation of this agreement upon seven (7) days notice to contractor and/or a reduction in the contractor's invoice for payment. Additionally, the City of Wilmington reserves the right to reject any individual or sub-contractor with or without cause at any time.

G. Payment of Services

Contractor shall submit a single invoice monthly for 1/12 of the total fixed cost plus any pre-approved reimbursable expenses (subject to the limits disclosed in section "A" of the specifications). Supporting documentation (copies of invoices, work orders, etc.) will be required for the reimbursable expenses

Where there is a dispute regarding the performance of unsatisfactory service, immediate notification shall be given of omissions of work or unsatisfactory performance of work. Failure to timely correct unsatisfactory work shall result in an appropriate deduction. Such deduction shall be determined exclusively by the Chief of Police in the exercise of good faith judgment regarding the contractor's performance.

LENGTH OF SERVICE

The term of this contract shall be one (1) year commencing on July 1, 2023. The term of this contract may be amended to one (1) year with three (3) renewal periods of one (1) year each. Each renewal shall be at the sole discretion of the City of Wilmington. Should the City exercise either of its renewal options, all terms and conditions shall remain the same.

Questions can be directed to procurement@wilmingtonde.gov. Relevant questions will be responded to via emailed addendum to all plan holders. Questions will not be accepted within 1 week of proposal due date.

PROPOSAL FORM

DATE: March 22, 2023

CONTRACT NO: **24001EMPS**

City of Wilmington Business License Number is 017551.

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

We, the undersigned, hereby agree to furnish and deliver, per specifications, the item(s) listed below to the City of Wilmington, Emergency Operations Center, **22 South Heald Street**, Wilmington, Delaware 19801.

Building Management services from one year after signing contract.

Category	Monthly Billing is Annual Total Divided by 12	Annual Total
A. Management Fee	\$ 1,038.65	\$ 12,463.80
B. Building Superintendent	\$ 4,200	\$ 50,400
C. Heating Ventilation & Air Conditioning	\$ 312.50	\$ 3,750
D. Electrical, Security, Monitoring	\$ 416.67	\$ 5,000
E. Exterior Window Cleaning	\$ 41.25	\$ 495
F. Grounds Landscaping	\$ 411.25	\$ 4,935
G. Sprinkler, Alarm, Extinguishers	\$ 99.16	\$ 1,190
H. Emergency Generator	\$ 65	\$ 780
I. Exterminating	\$ 42.50	\$ 510
J. Elevator	\$ 15.41	\$ 185
K. Flood Gates	\$ 0.00	\$ 0.00
L. Janitorial	\$ 1,729	\$ 20,748
	Total Fixed Costs	\$ 100,456.80
Reimbursable (Maximum)	\$ 1,200.00	\$ 14,400.00
	GRAND TOTAL	\$ 114,856.80

FIRM: Asset Management Alliance
Corporation, Partnership, Individual

PER: Sarah Ruane
Name (Type or Printed)

TITLE: Director of Operations

ADDRESS: 222 Delaware Ave Suite 109
Wilmington, DE 19801

PHONE: 302-655-2100

FAX #: 302-655-3531

FEDERAL ID NUMBER: 51-0323626

EMAIL ADDRESS: sruane@assetmanagementalliance.com

Signature: Sarah Ruane

SUBCONTRACTORS

To be used under the conditions of this agreement. Nature of their services and their names and addresses are as follows (Proposer to fill in):

Nature of Service	Name and Address
C. Heating, Ventilating, Air Condition Services, including Chiller	<u>National HVAC Service</u> <u>42-A Southgate Blvd. New Castle, DE 19720</u>
D. Electrical, Security, Monitoring	<u>Diamond Electric Inc.</u> <u>3566 Peachtree Run Dover, DE 19901</u>
E. Exterior Window Cleaning	<u>City Window Cleaning Inc.</u> <u>PO BOX 53 Wilmington, DE 19899</u>
F. Grounds Landscaping	<u>All About Lawns Landscaping</u> <u>308 Becker Ave. Wilmington, DE 19804</u>
G. Sprinkler Maintenance	<u>Wayman Fire Protection Inc</u> <u>3540 Old Capital Trail Wilmington, DE 19808</u>
H. Emergency Generator	<u>Eastern Generator</u> <u>651 East 9th Street Chester, PA 19013</u>
I. Exterminating	<u>P. Wilson Pest Control Co.</u> <u>PO BOX 9262 Wilmington, DE 19809</u>
J. Elevator	<u>Liberty Elevator Experts</u> <u>625 Barksdale Rd Suite 113 Newark, DE 19711</u>
J. Flood Gates	<u>Asset Management Alliance</u> <u>222 Delaware Ave Suite 109 Wilmington, DE 19801</u>
J. Janitorial	<u>Shamrock of New England Inc.</u> <u>PO BOX 320107 Fairfield, CT 06825</u>
	<hr/> <hr/>
	<hr/> <hr/>

Please list your company's previous five (5) years experience in the management and maintenance of office buildings, which are a minimum of 23,000 square feet in size. Also, list all references (use additional pages if necessary).

- 1. 824 N Market Street Wilmington, DE 19801 - 231,000 sf

- 2. 4550 New Linden Hill Rd - 106,285 sf

- 3. Abby Medical Center - 75,000 sf

- 4. Wilmington Public Safety Building - 72,000 sf

- 5. Louis L Redding City County Building - 130,000 sf

- 6. CSS Headquarters - 143,800 sf

- 7. APEX Medical - 64,000 sf

- 8. Amtrack CNOC - 55,000 sf

- 9. Highmark Delaware - 170,000 sf

- 10. Riverwalk Center - 44,000 sf

- 11. VNA - 64,000 sf

- 12. Artisans' Bank HQ - 55,000 sf



City of Wilmington DBE Program and Bidders Requirements

DBE PROCUREMENT PROGRAM

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

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

DISADVANTAGED BUSINESS PROGRAM

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

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

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

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

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

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

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

GOAL STATEMENT PROVISION FOR DISADVANTAGED BUSINESS PARTICIPATION

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

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

Notes:

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

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

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

Subcontractors Listing

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

DBE Replacement

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

DBE Payment

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

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

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

DBE FORMS

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

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

FEDERAL Dollars involved in City Contracts:

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

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

Email: smbeo@wilmingtonde.gov

Phone: (302) 576-2121

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

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

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

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

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

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

DBE FORM 3

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

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

DBE FORM 4

DBE-4: DISADVANTAGED BUSINESS ENTERPRISE – CONTRACT PARTICIPATION REPORT

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

DBE FORM 5

DBE-5 SUBCONTRACTORS' REPORT

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

To Be Submitted with Bid

**CONTRACT: 24001EMPS
FORM DBE-1**

(Rev. 10/09)

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

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

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

D.B.E. Firm Name IRS Numbers	Mailing Address & Contact Number	Type of Service	Dollar Amount of Contract
P. Wilson Pest Control Co. 51-0122399	PO BOX 9262 Wilmington, DE 19809	Exterminating	\$510.00
Total Dollar Amount to be Expended for Disadvantaged Business Enterprises	\$510.00		
Total Amount of Contract	\$114,856.80		
Percentage of Contract used for D.B.E.	.44%		

Sarah Ruane

Director of Operations

Name of Authorized Official of Bidder

Title

Asset Management Alliance

Company

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

To Be Submitted with Bid

CONTRACT: 24001EMPS

FORM DBE-2
(Rev. 10/09)

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

DBE Firm Name/Address	Contact Person(s) Email or Phone Number	Dates Contacted Initially and In Follow Up: Methods Used	Type of Subcontractor, plus Estimated Value	Reason for Rejection (If Firm Not Used) (If Bid "To High" Also Indicate Value)
1. P. Wilson Pest Control Co. PO BOX 9262 Wilmington, DE 19809	Phillip Wilson 302-655-0214	3/10 - initial by email 3/20 - follow up email	Exterminating \$ 510.00	Awarded
2. Dust Away Cleaning PO BOX 346 Wilmington, DE 19899	Carrie Dennis-Mayer 302-658-8803	3/16 - initial email 3/17 - follow up call	\$ 34,800	Not Awarded Bid too high
3.			\$	

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

DBE website was reviewed and request for bids were sent to two DBE contractors with experience at City of Wilmington buildings.

What efforts were made to use the services of organizations that provide assistance in recruitment and placement of DBEs?
DBE website was reviewed for any additional organizations that could bid on services.

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

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

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

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

CONTRACT: 24001EMPS

FORM DBE-3
(Rev. 10/09)

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

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

1.	NAME: Phillip Wilson		
2.	ADDRESS: 114 Valley Rd Wilmington, DE 19804		
3.	PHONE: 302-655-0214	PRODUCT OR SERVICE LINE: Pest Control Services	
4.	TYPE OF FIRM: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Individual <input type="checkbox"/> Other _____		
5.	EMAIL: pw184@verizon.net		
6.	DATE OF ORIGATION OF FIRM: 1969	EMAIL: pw184@verizon.net	
7.	BUSINESS LICENSES HELD:	City: Wilmington	State: DE Other: PA
8.	DISADVANTAGED OWNERSHIP OF FIRM: Phillip Wilson		
	NAME	OWNERSHIP % OF FIRM	DISADVANTAGED BUSINESS
a.	Phillip Wilson	100%	
b.			
c.			
d.			
e.			
f.			
9.	NON-DISADVANTAGED OWNERSHIP OF FIRM:		
	NAME	OWNERSHIP % OF FIRM	
a.			
b.			
c.			
d.			
e.			
f.			
8.	I hereby certify that the information above is true and complete to the best of my knowledge and belief, and that I have been duly authorized to make this certification on behalf of the firm.		

Sarah Ruane

 NAME (printed)
 3/23/23

 DATE

Sarah Ruane

 SIGNATURE
 Director of Operations

 TITLE

FOR OFFICE USE ONLY

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

n/a

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

DISADVANTAGED BUSINESS ENTERPRISE
CONTRACT PARTICIPATION REPORT

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

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

CONTRACT COMPLETION DATE: _____

General Contractor

Name of Authorized Officer

Date

DBE Subcontractor

Signature of Authorized Officer

Date

Office Use Only <i>(Prime)</i>
Payment Received: _____ Amount: _____ Date: _____ Payment Received: _____ Amount: _____ Date: _____

City of Wilmington
Contract Compliance Officer's Name

Date

City of Wilmington
Contract Compliance Officer's Signature

Date

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

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

Subcontractor Name IRS Numbers	Mailing Address Contact Number or Email	Type of Service	Dollar Amount of Contract
National HVAC Service 25-1668388	42-A Southgate Blvd. New Castle, DE 19720 302-323-1776	HVAC	\$3,750
Diamond Electric Inc. 51-0108419	3566 Peachtree Run Dover, DE 19901 302-697-3296	Electrical	\$5,000
City Window Cleaning Inc. 51-0293240	PO BOX 53 Wilmington, DE 19899 302-633-0633	Window Cleaning	\$495
All About Lawns Landscaping 46-5323315	308 Becker Ave. Wilmington, DE 19804 302-530-1868	Landscaping	\$4,935
Wayman Fire Protection Inc 51-0120707	3540 Old Capital Trail Wilmington, DE 19808 302-994-5757	Sprinkler Alarms	\$1,190
Eastern Generator 23-2296676	651 East 9th Street Chester, PA 19013 610-237-1990	Generator	\$780
Liberty Elevator Experts 46-3813483	625 Barksdale Rd Suite 113 Newark, DE 19711 844-542-3538	Elevator	\$185
Shamrock of New England Inc. 45-4081039	PO BOX 320107 Fairfield, CT 06825 727-249-6153	Janitorial	\$20,748
Total Dollar Amount to Non-Disadvantaged Business Enterprises	\$37,083		
Total Amount of Contract	\$37,593		

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

Sarah Ruane

Director of Operations

Name of Authorized Official of Bidder

Title

Asset Management Alliance

3/23/23

Company




Date

City of Wilmington



MICHAEL S. PURZYCKI
Mayor

TO: Phil Ceresini
Procurement Manager

FROM: Willie J. Patrick Jr. 
Director, Office of Emergency Management
Margie Williams 
Office of Emergency Management
Carl Zipfel 
Battalion Chief, Wilmington Fire Department

RE: 24001EMPS Contract

DATE: April 12, 2023

Mr. Ceresini,

After a careful review of the two Building Maintenance Contracts submitted for #24001EMPS, 22 South Heald Street, our team has decided that the contract be awarded to Asset Management Alliance. The evaluation scoring was as follows:

Asset Management Alliance - 237 of 300

SSH Management – 200 Of 300

CERTIFICATE OF AWARD OF CONTRACT

I hereby certify that Contract No. **24001EMPS** is on this **14th of April 2023** awarded to **Asset Management Alliance**, in the amount of **\$114,856.80** as per Proposal dated **2/23/23** and that this award is made in compliance with Wilm. Code (Charter), Section 8-200, to wit:

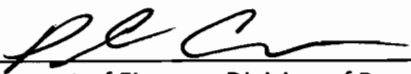
1. Plans and specifications for the work, supplies, or materials were filed with the Department of Finance, Division of Procurement and Records for public inspection on **2/23/23**.
2. The advertisement calling for sealed bids on this contract was published in the **News Journal** on **2/23/23 & 2/28/23** stated that bids would be submitted at **4:30 p.m.** on **3/23/23**.
4. Bids were submitted by the following contractors in the following amounts.

Contractor	Address	Date of Bid	Amount
Asset Management Alliance	Wilmington, DE	3.23.23	\$114,856.80
Advantage Bldg & Facility Services	West Chester, PA	3.23.23	\$151,518.60

5. City License Number _____

6. Upon recommendation of **The Office of Emergency Management** 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>
Willie J. Patrick, Jr	Director of Emergency Management	4/14/23
Carl Zipfel	Battalion Chief – Wilmington Fire Dept	4/14/23



Department of Finance, Division of Procurement



ASSET MANAGEMENT ALLIANCE
Commercial Property Management

March 23, 2023

City Contract 24001EMPS
Professional Services for Building Management
Emergency Operations Center (EOC)
22 South Heald Street, Wilmington, DE 19801

Asset Management Alliance (AMA) appreciates the opportunity to bid on professional services for building management at the Public Safety Emergency Operations Center, City Contract 24001EMPS. AMA is currently providing these services to the Public Safety Emergency Operations Center and has been since 2018.

AMA is owned by two companies that have been incorporated in Wilmington, Delaware for over 100 years each, EDiS Company and Bellevue Holding Company. We have vast resources in the facility management, maintenance and construction service arenas that will continue to help us meet and exceed the service level requirements per the contract proposal for the EOC.

AMA is also currently providing professional services to the Louis L. Redding City/County building and the Wilmington Public Safety building. Our familiarity with the City of Wilmington procurement, budgeting, capital planning, bidding requirements, and EOC building would enable us to remain in place to continue providing these services with no transition period, if we were awarded the contract.

Our bid is enclosed, and we look forward to the opportunity of continuing to provide services for the EOC.

Sincerely,

Sarah Ruane

Sarah Ruane
Director of Operations
Asset Management Alliance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/23/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

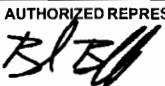
PRODUCER CBM Insurance Agency, LLC 100 W. Commons Blvd, Ste 302 New Castle DE 19720	CONTACT NAME: Kathleen Coburn PHONE (A/C No, Ext): 302-322-2261 E-MAIL ADDRESS: kcoburn@cbmins.com	FAX (A/C, No): 302-322-8285
	INSURER(S) AFFORDING COVERAGE	
INSURED Asset Management Alliance, LLC 222 Delaware Avenue, Suite 109 Wilmington DE 19801	INSURER A: Cincinnati Insurance Company	
	INSURER B: Technology Insurance Company	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		NAIC # 10677

COVERAGES **CERTIFICATE NUMBER:** 473003624 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		EPP0498193	8/1/2022	8/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			EBA0498193	8/1/2022	8/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y		EPP0498193	8/1/2022	8/1/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	TWC4138907	8/1/2022	8/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Wilmington is an additional insured with respects to general liability when required by written contract with insured. Umbrella policy follows form.

CERTIFICATE HOLDER City of Wilmington Public Safety Building Emergency Operation Center 22 South Heald St Wilmington DE 19801	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CITY OF WILMINGTON - BUSINESS LICENSE

ACCOUNT NO. 017551 LICENSE NO. 1979 CODE 5020 MISCELLANEOUS

FEE PAID
\$181.00

BUSINESS ASSET MANAGEMENT ALLIANCE
909 DELAWARE AVE
WILMINGTON, DE 19806-4701

2023

Expires: 12/31/2023

ISSUED BY

Michael A Boykin

ASSET MANAGEMENT ALLIANCE
ASSET MANAGEMENT ALLIANCE
222 DELAWARE AVE
SUITE 109
WILMINGTON, DE 19801

COMMISSIONER
DEPARTMENT OF LICENSES & INSPECTIONS

THIS LICENSE MUST BE DISPLAYED IN A PROMINENT PLACE

STATE OF DELAWARE

Department of Finance
Division of Revenue

ACTIVE BUSINESS LICENSE
1992100893

01/01/2022 - 12/31/2024

ASSET MANAGEMENT ALLIANCE
909 DELAWARE AVE
WILMINGTON DE 19806

ASSET MANAGEMENT ALLIANCE
PO BOX 1909
WILMINGTON, DE 19899-1909

TRADE, BUSINESS, OR
PROFESSIONAL ACTIVITY

GENERAL SERVICES



2024

ISSUED: 01/16/2022
FEE PAID: \$225.00

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, Delaware Code.

POST CONSPICUOUSLY - NOT TRANSFERABLE



ASSET MANAGEMENT ALLIANCE
Commercial Property Management

May 9, 2023

Mr. Philip Ceresini
Purchasing Agent
City of Wilmington
Louis L. Redding City/County Building
800 N French Street, 5th Floor
Wilmington, DE 19801

RE: City Contract 24001EMPS

Dear Mr. Ceresini,

Please be informed that Mr. Brian DiSabatino, Ms. Sarah Ruanc and Mrs. Rachael Odle are authorized to act on behalf of Asset Management Alliance in regard to city contract 24001EMPS. This authorization includes signing for acceptance of contracts or proposals on behalf of Asset Management Alliance. Please note, Asset Management Alliance does not have a corporate seal.

Please contact me if you have any questions.

Sincerely,

Signature: 

Printed Name: Matthew Gehrke
Principal of Asset Management Alliance

Delaware

Page 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "ASSET MANAGEMENT ALLIANCE LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE FOURTH DAY OF MAY, A.D. 2023.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "ASSET MANAGEMENT ALLIANCE LLC" WAS FORMED ON THE NINTH DAY OF AUGUST, A.D. 2010.




Jeffrey W. Bullock, Secretary of State

4858201 8300

SR# 20231792976

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

Authentication: 203275978

Date: 05-04-23

----- CONTRACT-----

THIS AGREEMENT made the 28th day of April in the year Two Thousand Twenty-Three and between the City of Wilmington, a municipal corporation of the State of Delaware, acting through the agency of the Department of Finance, Division of Procurement and Records, party of the first part (hereinafter designated the Owner), and **Asset Management Alliance** party of the second part (hereinafter designated the Contractors)

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

Article 1. The Contractor shall and will furnish and deliver per specifications, on contract 24001EMPS “**Building Management Services at the Emergency Operation Center**” for the **Office of Emergency Management** in accordance with Advertisement for Bids by the Department of Finance, Division of Procurement and Records date 2/23/23 & 2/28/23 and specifications identified as Contract No. 24001EMPS 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 Professional Contract Agreement is in the amount of **One Hundred Fourteen Thousand Eight Hundred Fifty Six and -----80/100 (\$114,856.80)** as per Proposal dated 3/23/23 to the Department of Finance, Division of Procurement and Records. **The Term of this contract shall be one (year) commencing on July 1, 2023. May be amended to one (1) year with three (3) year renewal periods of one (1) year each.**

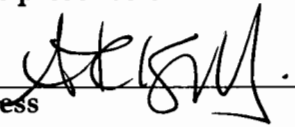
Article 3. In the performance of this Contract, the parties agree that they shall not discriminate or harass, or permit discrimination or harassment, against any person because of age sex, marital status, race, religion, color, national origin, or sexual orientation.

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

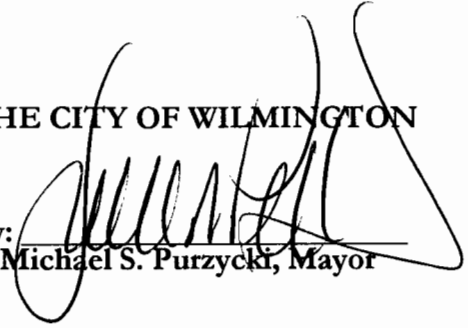
In witness whereof the party of the first part has, by recommendation of the **Director of Office of Emergency Management**, caused the hand of **Michael S. Purzycki**, Mayor, and the corporate seal of the City of Wilmington, attested by the City Clerk, to be hereunto affixed; and the party of the second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

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

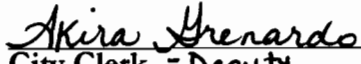
Signed, Sealed and delivered in the presence of:


Witness

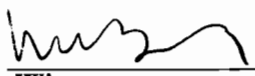
THE CITY OF WILMINGTON


By: 
Michael S. Purzycki, Mayor

ATTEST:

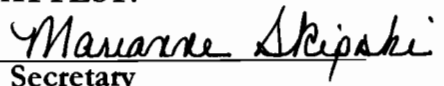

City Clerk - Deputy

Asset Management Alliance


Witness

By: 
President (Seal)

ATTEST:


Secretary