

AN ORDINANCE TO AUTHORIZE AND APPROVE TWO ONE-YEAR EXTENSIONS OF AMENDED CONTRACT 24009PWPS (MUNICIPAL COMPLEX FACILITIES MANAGEMENT) BETWEEN THE CITY OF WILMINGTON AND ASSET MANAGEMENT ALLIANCE

#0429

Sponsor:

**Council
Member
Oliver**

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

WHEREAS, the City publicly advertised a request for proposals for Contract 24009PWPS (Municipal Complex Facilities Management) (the “Contract”), and subsequently awarded the Contract, a copy of which, as amended and in substantial form, is attached hereto and incorporated by reference herein as Exhibit “A”, to Asset Management Alliance, the vendor that submitted the highest ranked proposal; and

WHEREAS, the term of the Contract is for the period from July 1, 2023 through June 30, 2024, with the possibility of two (2) extensions of one (1) year thereafter on the terms and conditions set forth in the Contract, as amended, which is attached hereto and incorporated by referenced herein as Exhibit “A”; and

WHEREAS, the estimated price for the (i) first extension is Eight Hundred Forty-Seven Thousand Five Hundred Fifty-One Dollars (\$847,551.00) and (i) second extension is Eight Hundred Forty-Seven Thousand Five Hundred Fifty-One Dollars (\$847,551.00), with the possibility of a price adjustment not to exceed the Consumer Price Index - Urban (CPI-U) for all urban consumers for all items in the Philadelphia/Camden/Wilmington Metropolitan Area for the prior year, at the option of the City (the “CPI Increase”); and

WHEREAS, it is the recommendation of the Department of Public Works that City Council authorize the City to enter into the options to extend the Contract for two (2) 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 two (2) additional periods of one (1) year.

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

SECTION 1. The two (2) one-year extension options to the Contract (being Contract 24009PWPS “Municipal Complex Facilities Management” between the City of Wilmington and Asset Management Alliance), a copy of which Contract, as amended and in substantial form, is attached hereto as Exhibit “A”, at an estimated price of Eight Hundred Forty-Seven Thousand Five Hundred Fifty-One Dollars (\$847,551.00) for the first extension and Eight Hundred Forty-Seven Thousand Five Hundred Fifty-One Dollars (\$847,551.00) plus the potential CPI Increase for the second 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.....May 2, 2024
Second Reading.....May 2, 2024
Third Reading.....

Passed by City Council,

President of City Council

ATTEST: _____
City Clerk

Approved this ____ day of _____, 2024.

Mayor

SYNOPSIS: This Ordinance authorizes the City to exercise two (2) one-year extension options for amended Contract 24009PWPS “Municipal Complex Facilities Management” with Asset Management Alliance.

FISCAL IMPACT STATEMENT: The fiscal impact of this Ordinance is two (2) one-year contract extensions at an estimated price of (i) Eight Hundred Forty-Seven Thousand Five Hundred Fifty-One Dollars (\$847,551.00) for the first extension and (ii) Eight Hundred Forty-Seven Thousand Five Hundred Fifty-One Dollars (\$847,551.00), with the possibility of a price adjustment not to exceed the Consumer Price Index - Urban (CPI-U) for all urban consumers for all items in the Philadelphia/Camden/Wilmington Metropolitan Area for the prior year, at the option of the City, for the second extension.

W0124839

EXHIBIT A

SECOND AMENDMENT TO CONTRACT 24009PWPS

(Municipal Complex Facilities Management)

This Second Amendment to Contract 24009PWPS (Municipal Complex Facilities Management) (this “Amendment”) is entered into this ____ day of _____ 2024, to be effective as of July 1, 2024, by and between the City of Wilmington (the “City”) and Asset Management Alliance (the “Contractor”).

RECITALS:

WHEREAS, the City publicly advertised a request for proposals for Contract 24009PWPS (Municipal Complex Facilities Management) (the “Contract”), subsequently awarded the Contract to the Contractor (the vendor that submitted the highest ranked proposal), and entered into the Contract dated on or about July 1, 2023 with the Contractor;

WHEREAS, the Contract’s term is from July 1, 2023 through June 30, 2024 (“Fiscal Year 2024”), with the possibility of two (2) one-year extensions thereafter (collectively, the “Extension Options”) for the period of July 1, 2024 through June 30, 2025 (“Year One”) and July 1, 2025 through June 30, 2026 (“Year Two”), respectively, for which the City has obtained approval from City Council;

WHEREAS, on or about _____, 2024, the City and the Contractor entered into the first amendment to the Contract¹ to increase the total amount of compensation payable by the City to the Contractor in Fiscal Year 2024 to compensate the Contractor for certain additional services performed by the Contractor in Fiscal Year 2024 that went beyond the scope of services originally contemplated in the Contract; and

WHEREAS, the City and the Contractor would like to further amend the Contract to (i) adjust the pricing for the Extension Options, (ii) delete Pages PF-1 through PF-4 from the Appendix B “Proposal Form” portion of the Contract, (iii) delete the Addendum to RFP “Service Alternatives” from the Contract in its entirety, and (iv) revise Section 5.1.3 of the “Scope and Nature of Professional Services to be Provided” portion of the Contract.

NOW, THEREFORE, WITNESSETH that the City and the Contractor, in connection with their mutual promises made below and with the intent to be legally bound, hereby agree as follows:

1. Recitals. The above recitals are incorporated herein and made a part hereof.

¹ The parties hereby acknowledge that, prior to entering into the first amendment to the Contract, they entered into an addendum to the Contract dated on or about July 21, 2023 to reduce the quarterly management fee found in Item-19A, Appendix B of the “Proposal Form” portion of Contract to Thirty-Nine Thousand Two Hundred Fifty Dollars (\$39,250.00).

2. Amended Proposal for Pricing. The City hereby agrees to the Contractor's amended proposal for pricing for the Extension Options as set forth on Exhibit A, which is attached to this Amendment and incorporated herein.
3. Total Compensation. The total compensation payable by the City to the Contractor shall not exceed the following without the mutual written agreement of the City and the Contractor:
 - (i) In Year One - Eight Hundred Forty-Seven Thousand Five Hundred Fifty-One Dollars (\$847,551.00); and
 - (ii) In Year Two - Eight Hundred Forty-Seven Thousand Five Hundred Fifty-One Dollars (\$847,551.00) with the possibility of a price adjustment not to exceed the Consumer Price Index - Urban (CPI-U) for all urban consumers for all items in the Philadelphia/Camden/Wilmington Metropolitan Area for the prior year, at the option of the City.
4. Appendix B. Pages PF-1 through PF-4 from the Appendix B "Proposal Form" portion of the Contract are hereby deleted.
5. Addendum to RFP "Service Alternatives." The Addendum to RFP "Service Alternatives" portion of the Contract is hereby deleted in its entirety.
6. Section 5.1.3. Section 5.1.3 entitled "Subcontracted Services" of the "Scope and Nature of Professional Services to be Provided" portion of the Contract is hereby deleted in its entirety and replaced with the following:

"5.1.3 Subcontracted Services

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

In invoicing the City for any and all subcontracted services, the Contractor shall only charge the City net costs for any subcontractor's costs. Net cost for subcontractors is the invoice price plus the allowable mark-up. The allowable mark-up for subcontractors shall not exceed ten percent (10%) of the respective

subcontractor's invoiced prices for subcontracted services. In the event that subcontracted services exceed \$100,000 in value for a specific project, the allowable markup shall not exceed five percent (5%) unless otherwise agreed to by the City in writing. Project management fees for the Contractor shall be derived from the five percent (5%) markup. Invoices to the City including subcontractors shall include copies of the respective subcontractor's invoices showing the invoiced price and hourly rates of the subcontractor. All invoices submitted to the City must also highlight the percentage of the overall contract value that has been paid to DBE firms on a monthly and a contract to date basis.”

7. Other Terms and Conditions. Except as otherwise expressly modified in this Amendment, all other terms and conditions of the Contract, as previously amended, shall remain in full force and effect.

[signature page follows]

IN WITNESS WHEREOF, the parties, through their duly authorized representatives, have executed this Amendment to the Contract on the date first written above.

CITY OF WILMINGTON

Witness

By: _____
Vincent R. Carroccia
Deputy Commissioner of Public Works

ASSET MANAGEMENT ALLIANCE

Witness

By: _____
Name:
Title:

W0124770

EXHIBIT A

PROPOSAL FORM

DATE: July 1, 2024

CONTRACT NO: 24009PWPS

City of Wilmington Business License Number is 1979.

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, Turner Municipal Complex **500 Wilmington Avenue**, Wilmington, Delaware 19801.

Turner Complex Facilities Management and Maintenance Services, Proposal No. 24009 PWPS", having become familiarized with their requirements and having visited the site of the work and noted all conditions affecting the work, the undersigned hereby proposes to furnish the services described below for the following prices:

Category	Monthly Billing is Annual Total Divided by 12	Annual Total
A. Administration Fee (Monthly Billing)	\$ 1,500.00	\$ 18,000.00
B. Janitorial Contract	\$ 8,948.92	\$ 107,387.00
C. HVAC/BAS PM Contract	\$ 8,000.00	\$ 96,000.00
D. Burglar Monitoring Contract	\$	\$
E. Exterior/Roof Inspections	\$ 210.00	\$ 2,520.00
F. Elevator PM Contract	\$ 417.00	\$ 5,004.00
G. Life Safety Inspections & Mon. Contracts	\$ 755.00	\$ 9,060.00
H. Generator PM Contract	\$ 500.00	\$ 6,000.00
I. Doors PM Contract	\$ 370.00	\$ 4,440.00
J. Property/Project Manager	\$ 3,270.00	\$ 39,240.00
Reimbursable (R&M Contingency)	\$ 5,000.00	\$ 60,000.00
	Total Fixed Costs	
	\$ 28,970.92	\$ 347,651.00
Capital Improvements (Maximum)		\$ 500,000.00
GRAND TOTAL		\$ 847,551.00

FIRM: Asset Management Alliance
Corporation, Partnership, Individual

PER: Rachael Odle
Name (Type or Printed)

TITLE: CEO

ADDRESS: 222 Delaware Ave Suite 109
Wilmington, DE 19801

PHONE: 302-655-2100

FAX #: 302-655-3531

FEDERAL ID NUMBER: 51-0323626

EMAIL ADDRESS: rodle@assetmanagementalliance.com

Signature:



DELAWARE
GANNETT

PO Box 631699 Cincinnati, OH 45263-1699

PROOF OF PUBLICATION

Procurement Dept
Sd City Wilm Purchasing Div
800 N French St Fl 5
Wilmington DE 19801-3590

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:

24009PWPS - PROFESSIONAL SERVICE
REQUEST FOR PROPOSAL
MUNICIPAL COMPLEX - FACILITIES MANAGEMENT

Proposals are due on THURSDAY, MAY 25, 2023, at the close
of business, 4:30 p.m.

Scope of Services may be obtained by emailing your request
to procurement@wilmingtonde.gov
5/5,5/12'23

STATE OF DELAWARE, COUNTY OF NEW CASTLE

The Wilmington News Journal is a daily newspaper of general
circulation, printed and published in the State of Delaware; that the
publication, a copy of which is attached hereto, was published in
the said newspaper in the issues dated:

05/05/2023, 05/12/2023

Sworn to and subscribed before on 05/12/2023

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$133.20

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THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

VICKY FELTY
Notary Public
State of Wisconsin

REQUESTS FOR PROPOSALS

1. Proposals on **City Contract 24009PWPS – PROFESSIONAL SERVICE RFP MUNICIPAL COMPLEX FACILITIES MANAGEMENT** 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, MAY 25, 2023, at the close of business, 4:30 p.m.**

2. Proposals must be an original and three (3) paper copies, along with 2 flash drives each containing a single PDF file of the proposal sealed in an envelope, and the envelope endorsed "**Proposal for City Contract 24009PWPS – PROFESSIONAL SERVICE RFP MUNICIPAL COMPLEX FACILITIES MANAGEMENT**" and addressed to the Department of Finance, Division of Procurement and Records, 5th Floor, Louis L. Redding City/County Building, 800 French Street, Wilmington, Delaware.

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

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

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

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

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

8. **Award and Execution of Contract**

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

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

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

C. **Cancellation of Award.** The City reserves the right to cancel the award of any contract at any time before the execution of said contract by all parties without any liability against the City.

9. Any person doing business or seeking to do business with the City shall abide by the following Global Sullivan Principles:

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

Questions pertaining to this Request for Proposal (RFP) must be submitted by email to pceresini@wilmingtonde.gov . Questions will not be accepted within 1 week of the proposal due date. Relevant questions will be responded to via an addendum which will be emailed to all specification holders of record.

To schedule a facility tour only please contact Mr. George Johnson of the City of Wilmington Department of Public Works. This request must be emailed to gjohnson@wilmingtonde.gov and may not be considered if received within 4 days of the due date.

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

**BUILDING SERVICES DIVISION
TURNER COMPLEX FACILITIES MANAGEMENT AND
MAINTENANCE SERVICES**

REQUEST FOR PROPOSAL FOR PROFESSIONAL SERVICES

PROPOSAL NO. 24009 PWPS

APRIL 14, 2023

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

**BUILDING SERVICES DIVISION
MUNICIPAL COMPLEX FACILITIES MANAGEMENT AND
MAINTENANCE SERVICES**

REQUEST FOR PROPOSAL FOR PROFESSIONAL SERVICES

Proposal No. 24009 PWPS

April 14, 2023

Prepared by:

**Diamond State
Engineering, Inc.
3588 Peachtree Run
Dover, DE 19901**

CITY CONTACT INFORMATION AND REQUIREMENTS

Questions pertaining to this Request for Proposal (RFP) must be submitted by email to pceresini@wilmingtonde.gov . Questions will not be accepted within 1 week of the proposal due date. Relevant questions will be responded to via an addendum which will be emailed to all specification holders of record.

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I. SCOPE AND NATURE OF PROFESSIONAL SERVICES TO BE PROVIDED

1. GENERAL INFORMATION

1.1 Objective of this Request for Proposals

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

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

1.2 Overview of Facilities to be Managed and Maintained

The Turner Complex is located at 500 Wilmington Ave. in the City and consists of multiple buildings dedicated to support of various Public Works services. A complete listing of the Turner Complex facilities is provided below.

1. Turner Building
2. Warm/Cold Storage Building
3. Holloway Building
4. Vehicle Wash Building
5. Salt Barn
6. Parking and outdoor storage areas

1.3 Summary of Responsibilities for the Selected Management and Maintenance Contractor

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

- Providing building management, maintenance and repair services for the City facilities upon City request within an agreed upon schedule.
- Providing on-call building maintenance and repair services for the City facilities upon City request within one (1) working day of the request.
- Providing technical assistance on an as-requested basis.
- Provide semi-annual (two per contract year) evaluations of the City facilities as listed in Section 1, Paragraph 1.2 and provide a written report summarizing recommended maintenance work and cost estimates for such work.

1.4 General Contractor Requirements

The successful Contractor will have suitable experience with building management, maintenance and repair as summarized below:

- Five years of building management, maintenance, and repair experience within the last seven years with the same type and size or larger as the City's facilities.
- References from municipalities, authorities, or private companies where the Contractor performed similar services or trade on similar size projects.

- Knowledge of carpentry, painting, roofing, flooring, sheet metal work, masonry, plumbing, electrical, building maintenance and building codes.
- Have experience in management, supervision, delegation, and coordination of work activities of assigned personnel engaged in maintaining and repairing buildings. Have experience in making work assignments and schedules personnel accordingly; adjusts procedures to meet service requirements.
- Sufficient number of qualified personnel on staff to meet the expected workload as summarized in the Proposal Form.
- Ability to read blueprints, understand and interpret engineering plans and specifications, schematics and other technical documents.
- Communicate clearly and concisely, both orally and in writing; and establish and maintain effective working relationships with those contacted in the course of the work.
- All personnel who request keys to City facilities, whether direct employees of the Respondent or a subcontractor, will be subjected to a criminal and background check. The criminal and background will be coordinated by the City and paid for by the Respondent.

2. TERM OF THE AGREEMENT

2.1 Commencement of Operations

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

2.2 Term of the Agreement

The term of the contract shall be one-year from July 1, 2023 until June 30, 2024 with the option of two (2) extensions of one (1) year thereafter on the same terms and conditions, with the possibility of a price adjustment for each extension based upon the Consumer Price Index for the Philadelphia/Wilmington Metropolitan Area, at the option of the City.

3. MANAGEMENT OF THE AGREEMENT

3.1 Contract Administration

The Commissioner of Public Works is authorized to act on behalf of the City in any and all matters relating to or resulting from this RFP. The Commissioner shall appoint a representative who will be designated as the Contract Administrator and will be authorized to act on behalf of the Commissioner of Public Works. The Contract Administrator will resolve any and all questions which may arise as to the quality, quantity and character of service performed by the successful Contractor in the execution and day-to-day management of the agreement.

3.2 Dispute Resolution

In the event of any dispute between the Contract Administrator and the successful Contractor as to the successful Contractor's performance, or the Contract Administrator's decisions relative to the agreement, either party may submit the dispute to the Commissioner of Public Works. Each party will be given the opportunity to present their positions to the Commissioner, who shall render a decision within twenty (20) days. The decision of the Commissioner shall be final.

4. DEFINITION OF SERVICES

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

5. BUILDING MANAGEMENT AND MAINTENANCE

5.1 Services to be Provided

5.1.1 Management, Maintenance and Repair

The Contractor will provide building management, maintenance, and repair service, when requested by the City, to coordinate, check, troubleshoot, and repair flooring, plumbing, electrical and other related building maintenance issues. The work may include but is not limited to the repair, replacement, or installation of the following items:

- Windows and doors
- Walls and ceilings
- Ceiling tile

- Concrete sidewalks and floors
- Elastomeric and tar roofing
- Plumbing
- HVAC
- Electrical
- Lighting
- Steel fire escapes and handrails
- Fencing

The City will provide the Contractor with a written or verbal request for maintenance or repair services. Whenever possible, the City will provide the Contractor with one-week notice or more prior to the need for the service. However, the service may be required within one (1) working day of a request by the City. Whenever possible, the work shall be performed on-site during normal working hours (8:00 AM to 4:30 PM) and normal working days. The Contractor's personnel must sign in and out with the City's representative upon arrival to site, before and after a lunch break, and after completion of the work. Portal to portal time is not acceptable and time spent for a lunch break must be deducted from total hours on the job.

For smaller maintenance or repair work, the Contractor will be reimbursed on an hourly basis according to the hourly rates schedule. For larger maintenance or repair work estimated to cost in excess of \$1,000, the City may request a not-to-exceed cost proposal to perform the work including all services, equipment and materials required. See Section 11.4 for invoicing procedures. The Contractor must provide a written report after each requested service is complete which includes at a minimum the date of the City request, date and time of the visit, identification of the facility and area inspected, a description of the work performed, and any recommended follow-up actions. For all subcontracted work and purchased equipment, the City may request three (3) quotes.

In addition, the Contractor must perform semi-annual (two per contract year) evaluations of City facilities identifying recommended maintenance work and cost estimates for such work. The results of the evaluations must be submitted in a bound report with a separate section for each separate City facility summarizing the recommended maintenance work at that facility and providing an estimated cost to perform each item of work identified. The maintenance work identified at each facility should be prioritized based on the severity of the maintenance need and in addition, the list of items for all facilities collectively should

also be similarly prioritized. The work of evaluating, summarizing, and reporting on the maintenance needs will be performed as a lump sum component of the project. Any maintenance work identified may be performed by the Contractor as part of the hourly maintenance work or as a separately negotiated lump sum item upon the City's request.

5.1.2 *Warranty Work*

The Contractor will administer all warranty repairs of all mechanical, structural, and electrical materials and equipment that it installs (i.e., warranty on asphalt roof shingles, etc.).

5.1.3 *Subcontracted Services*

The Contractor's proposal will define the types of services that will be conducted by subcontractors. The Contractor will be responsible for arranging and managing subcontracted services and will assume full responsibility and liability for the quality of the subcontractor's work. Subcontracted work will be reimbursed according to the hourly rates submitted or under a negotiated not-to-exceed cost for a job.

Subcontracted services shall comply with the requirements of this RFP.

Subcontractors must be approved by the City prior to performing any work. The City may request three (3) quotes for all subcontracted work. The participation of DBE Subcontractors is encouraged. See Subsection 3, Employment Provisions, in Section III, General Contract Provisions, for additional information.

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

5.1.4 Services Included

The work includes various building maintenance and repair services. Subcontracting specialized services to DBE providers is encouraged. The Contractor's proposal must address specifically its (or its Subcontractor's) abilities and experience in the following trades:

1. Carpentry
2. Electrical Work
3. Welding
4. Plumbing
5. HVAC
6. Roofing
7. Sheet Metal
8. Commercial Painting (e.g. walls, windows, doors)
9. Fence Installation and Repair
10. Concrete/Masonry

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

5.1.5 Waste Management

The Contractor will provide for the gathering and disposal of all non-hazardous and hazardous waste products produced through maintenance and repair activities. The Contractor shall properly dispose of all waste materials in accordance with City policies, and local, state, and federal laws and regulations. The Contractor will provide training for its employees and will obtain and maintain all required permits and records, including Material Safety Data Sheets (MSDS) and contingency plans for handling a spill or other mishap on all hazardous materials and waste products, and will report all incidents to the City contract representative.

6. PROVISION OF EQUIPMENT AND MATERIALS

6.1 Services to be Provided

The Contractor will procure and furnish all equipment, tools, materials, and supplies required for the maintenance and repair tasks assigned by the City to ensure meeting all relevant standards of performance.

6.2 Quality of Materials and Equipment to be Furnished

Materials, equipment, and supplies used to maintain and repair the City facilities must meet normal industry standards. The Contractor must provide details of the materials and equipment to be incorporated for City review and approval. If more than one grade of product is available that meets the requirements of the work, the City will designate which grade will be made available for use. If during the term of any agreement resulting from this RFP the City determines that the product being supplied does not meet its needs, the City reserves the right to require a specific substitute to be used.

For material and equipment replacements and purchases, specifications may be prepared by the City. The Contractor will be required to provide materials and equipment meeting these specifications and submit shop drawings and operation and maintenance manuals for all equipment purchased. The City may request three (3) quotes for the purchase of equipment and large quantities of material.

6.3 Warranty of Materials and Equipment

Notwithstanding inspection and acceptance by the City, products supplied under any agreement resulting from this RFP will be warranted by the Contractor for one year, or the length of time of any warranty given by the manufacturer, whichever is greater, after acceptance by the City.

7. RECORD KEEPING AND REPORTING

7.1 Work Reports

After each service provided, the Contractor must provide a written summary of the work including date of the City request (work order), date and time of the service performed, a description of the repair or maintenance work performed, identification of any parts and/or materials installed, and any recommendations for follow-up actions.

7.2 Maintenance and Repair Log

At a minimum, the Contractor will record and maintain a Maintenance and Repair record with all descriptive information for each service performed and will record all work order data including maintenance, repairs, subcontracted services, and parts used for each service activity performed. A copy of new entries to the log shall be provided to the City with each related invoice. In addition, copies of the log must be provided to the City at any time upon request.

By the fifteenth day of the following month, the Contractor must provide a report summarizing the work performed as part of City requested services. The report will be in a format agreed upon by the Contractor and the City. References to previous incident reports and work orders will be sufficient to provide detail of the services performed. A copy of this report must be included with the Contractor's monthly invoice.

7.3 Annual Meetings and Reports

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

7.4 Reference Files and Procedures

The Contractor will provide a copy of service manuals, service bulletins, material maintenance requirements and other information needed to properly service and repair all new materials and equipment that it installs to the City. In addition, the Contractor will maintain a complete file of these documents as well. These will become the property of the City upon completion or termination of the contract.

7.5 Access to and Ownership of Records

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

7.6 Billing Information

The Contractor's billings must be broken down to include basis (e.g. cost per labor hour, actual cost of equipment and/or materials used, etc.) for all work performed. For work being performed under a not-to-exceed authorization, a schedule of values may be the basis for billings as approved by the City. Please note, that all invoices submitted to the City must highlight the participation of DBE firms shown as a percentage of the Contract and displayed on a monthly and Contract to Date basis.

7.7 Maintenance Recommendation Reports

The Contractor must submit six (6) copies of the semi-annual bound reports summarizing recommended maintenance work at the City water distribution facilities as described in Section 5, Paragraph 5.1.1 within one month following each of the two (2) semi-annual evaluations of City facilities.

8. USE OF CITY EQUIPMENT

8.1 Use of Installed Equipment

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

8.2 Use of Other Equipment

- a)* The City will not permit the Contractor to use any other City Owned equipment including hand tools, power tools, or other motorized equipment. The Contractor must provide all equipment and tools required to perform the work.

9. CONTRACTOR PERSONNEL

9.1 Contractor Point of Contact

The City considers the Contractor's Point of Contact to be one of the cornerstones on which a successful contract will be established. It is expected that the Contractor's Point of Contact will need to work closely and cooperatively with the City's Contract Administrator on a regular basis and will become the primary point of contact for all matters relating to the maintenance and upkeep of the City's facilities. As such, the Contractor's Point of Contact will have proven technical and managerial experience in the field of building construction, maintenance, and repair. The Contractor must present its nominee for Point of Contact during interviews with the City (should the Contractor be invited for an interview). The City reserves the right to reject any nominee that the Contractor puts forward for the position of Point of Contact.

9.2 Selection of Personnel

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

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

9.3 Changes in Personnel

The Contractor's Point of Contact will not be changed without prior consultations with the City, except that the Contractor Point of Contact may be dismissed without prior City approval for criminal activity or documented violations of company policies. Otherwise, the City must approve the timing of the change, and the specific individual who replaces the incumbent Point of Contact.

The City reserves the right to require the dismissal of any Contractor employee whose performance or actions violate City regulations or are determined by the City to be detrimental to achieving the objectives set forth in this RFP.

10. QUALITY ASSURANCE PROGRAM

The Contractor will implement a Quality Assurance Program for the management of the service delivery requirements of this RFP. The program will include provisions for providing a high level of customer service, ensuring outstanding work quality, and minimizing disruptions to the City facilities. The Contractor will include a detailed description of its proposed Quality Assurance Program in its proposal. This part of the Contractor's proposal will address, at a minimum, the following items:

- Management, Maintenance and Repair Performance

- Material and Equipment Availability
- Employee Training Programs
- Employee Job Site Behavior

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

11. TOTAL CONTRACT COST

Any contract resulting from this RFP will have two cost components: labor rates for hourly service, and an allowance for materials. The Contractor's proposal will contain an itemized cost proposal in the tabular format described in Appendix B. This will establish the total contract cost. The quantities shown on the Proposal Form in Appendix B are estimates only and do not obligate the City in any way. In addition, an itemized list of equipment and the corresponding billing rates must be provided as discussed in the following sections. Each major cost component of the contract is described below.

11.1 Management, Maintenance and Repair Services

Management, Maintenance and Repair Service costs are those costs incurred by the Contractor to provide management, maintenance and repair as defined throughout this RFP. The Contractor will develop a cost proposal that includes a labor rate for the various employee classifications (trades) anticipated to perform the work inclusive of all equipment normally required to perform the work including small hand and power tools, transportation and labor costs. Such personnel may include carpenters, electricians, roofers, helpers or laborers, welders, machinists, etc. An equipment list should also be submitted which provides a summary of all the maintenance and repair equipment expected to be required to perform the work and the additional cost, if any, for the use of this equipment. The equipment items may include, hoists, cranes, vehicles, paving equipment, etc.

The City will pay the agreed labor and equipment rates for all services delivered that are approved by the City per the terms of this RFP. Supplies and materials delivered to the City as part of maintenance services will be paid by the City on a net cost basis, as defined below. For larger jobs, the City may request a not-to-exceed cost proposal for a defined scope of work. Under this type of negotiated work, the City will pay the agreed upon cost and will not pay hourly rates for labor or equipment use.

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

11.2 Material and Equipment Allowance

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

11.3 Definitions

11.3.1 Net Cost

In invoicing the City for on-call maintenance and repair, the Contractor will only charge the City net costs for materials and rented equipment. Net cost for materials and rented equipment is invoice price, including shipping charges, if applicable, plus the allowable mark-up. The allowable mark-up for all material and rented equipment shall not exceed fifteen percent (15%) of the manufacturer's or supplier's invoiced prices. Invoices to the City including the purchase of materials and rental equipment shall include copies of the manufacturer's or supplier's invoices showing the invoiced price.

11.3.2 Unusual Costs

The Contractor may petition the City for an adjustment to the labor and equipment rental cost in a timely manner on the basis of unusual changes in the Contractor's cost of doing business. For purposes of this section, unusual changes are items not covered by the agreement that occur as a result of external events and through no fault of the Contractor such as changes in local, state, or federal laws or regulations,

natural catastrophes, civil disturbances, or similar extraordinary events. The term will not include price increases occurring in the ordinary course of doing business.

11.3.3 Cost Adjustment for Contract Renewal

The costs for each of the proposed items may be adjusted at contract renewal. Adjustment of the costs will be considered only in light of the following limitation:

- The change in all costs (labor rates and services) will not exceed the Consumer Price Index – Urban (CPI-U) for all urban consumers for all items in the Wilmington Metropolitan Area for the prior year.

11.4 Invoicing Policies and Procedures

11.4.1 Frequency

The City will accept one invoice per month for payment for all services provided under this contract. For on-going work under a negotiated not-to-exceed cost, the invoice must only include the percentage of work completed for the previous month. See Section 5 for description of negotiated not-to-exceed authorizations.

11.4.2 Format

- a) Unless the Contractor proposes and the City accepts a different schedule, the Contractor will bill the City at the beginning of each month. The invoice for service costs must include a unit-by-unit summary of maintenance and repair activity for the prior month. All invoices for service costs must be pre-approved by the City. Such costs will be actual net costs as paid by the Contractor and will be supported by detailed time and expense reports and line item documentation of costs incurred (e.g.: hours, materials, rented equipment, etc).
- b) When invoicing miscellaneous materials and supplies with an aggregate value of \$100.00 or less, a detailed breakout of the items and component costs need not be included with the invoice.
- c) For negotiated not-to-exceed work as discussed in Section 5, the Contractor must indicate the work completed for the month and estimate the percentage of the total work completed. For larger jobs, the City may request a schedule of values to assist with determining the percent complete during the billing period. The schedule of values would be prepared by the Contractor but must be approved by the City.
- d) A copy of the monthly report must be provided as back up to each monthly invoice.

- e) The Contractor shall include invoicing for the lump sum semi-annual evaluations and report preparation as a component of the monthly bills. It is anticipated that the first semi-annual evaluation will be performed shortly after the notice to proceed is issued and that billing up to 60% of the lump sum item for that work will be accepted after submittal of the first required bound report. Six months after completion of the first evaluation or as agreed upon with the City, the second evaluation will commence. Invoicing for the balance of the lump sum amount will be accepted after the submission of the second bound report.
- f) The Management Fee shall be billed **Monthly** as one-twelfth of the total yearly cost.
- g) All invoices submitted to the City must highlight the DBE participation. All invoices must show the amount paid out to DBE firms on a monthly and Contract to Date basis as a percentage of the Contract price paid.

11.4.3 Certification and Payment

The monthly invoices will each include a statement certifying that the charges billed to the City are true and accurate and were incurred in the performance of the terms of the contract. The Contractor's authorized representative will sign such statement.

The City will pay the Contractor within thirty (30) days of the City's receipt of an acceptable invoice. The City will pay the Contractor for all items invoiced over which there is no dispute so that payment for undisputed items is prompt. Payment for disputed items will be made when disputes are resolved.

11.4.4 City's Right to Review Billing Documentation

The City reserves the right to request additional documentation from the Contractor prior to paying any disputed portion of the invoice. Such documentation may include, but is not limited to, invoices to the Contractor for materials, rental equipment, or subcontracted services, schedules of value, and payroll registers. The City reserves the right to audit the Contractor's records and books pertaining to this contract.

12. CONTINUITY OF SERVICE

12.1 Notice of Intent Not to Renew

The Contractor must recognize that the services to be provided are vital to the City and must be maintained without interruption and that upon expiration or termination of the contract, a successor will continue these services. Therefore, if the Contractor chooses not to pursue the renewal of the next contract term upon contract expiration, the Contractor is required to provide the City a written notice of such intent at least three (3) months before the expiration of the contract. Should the Contractor fail to

provide timely notice, the City reserves the right to require continued performance of the agreement by the Contractor under the terms of the contract for a period of up to six (6) months from receipt of a written notice of intent or from the date of expiration of the agreement, whichever is earlier.

12.2 Phase In – Phase Out

If upon expiration or termination of the contract, the Contractor is not chosen to renew the agreement, the Contractor will upon written notification from the City, provide phase-in, phase-out services for up to sixty (60) days after the contract expires or is terminated. After notification, the Contractor will cooperate in good faith with a successor in determining the nature and extent of the services, subject to approval by the City. The Contractor will provide sufficient experienced personnel during the transition period to ensure that all services called for by the contract are maintained at the specified level of contract performance. The Contractor will be reimbursed for all reasonable costs pre-authorized by the City, which are incurred within the agreed period after agreement expiration or termination.

II. PROPOSAL SUBMISSION REQUIREMENTS, GUIDELINES AND CONSIDERATIONS

1. PROPOSAL SUBMISSION

1.1 See the first page of this document (IB-1) for details on submission.

1.2 Late Proposals

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

1.3 Penalties for Misrepresentation

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

2. PROPOSAL SIZE, CONTENT, AND ORGANIZATION

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

2.1 Technical Proposal

Part I of the Contractor's proposal will present the technical elements of the proposal. Provided in Appendix A are "Guidelines for Proposal Preparation" to assist with preparing the Technical Proposal. These guidelines give the **minimum** information the Contractor shall provide. The Technical Proposal shall consist of the following sections:

2.1.1 Corporate Overview

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

The proposal will describe in detail the firm's capabilities to perform the Services listed in Section 5.1.4. A list of all equipment that the Contractor owns should also be included as well as a listing of the equipment that the Contractor would rent. The equipment that would be used without cost to the City should be identified along with the equipment which would be rented and billed to the City.

The proposal will also provide a list of all manufacturers and products for which the Contractor is an authorized distributor of material and equipment.

2.1.2 Approach

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

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

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

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

2.1.3 Service Alternatives and Exceptions

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

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

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

2.1.4 Organization and Staffing

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

If subcontractors are anticipated to perform a part of the work, include details of organization and staffing of the subcontractor in the proposal. Applicants must provide at a minimum the following information for items listed in "Guidelines for Proposal" attached in Appendix A for all proposed subcontractors.

2.1.5 Qualifications and Experience

In this section of the proposal, the Contractor is required to fill out and submit information which describes the Contractor's track record in performing services comparable to those specified in this RFP, and information relevant to making a determination as to the ability of the Contractor to perform these services. The Contractor will describe its experience with building maintenance and repair that is similar to the full range of electrical, plumbing, etc. in the City's facilities.

This section will include a list of all work of this nature the Contractor has performed within the past five years. This list will include the name of each client, a client contact and telephone number, the size and composition of the client facilities, the scope of services provided, effective dates of the contract(s) with this client, and the annual contract cost.

If subcontractors are anticipated to perform part of the work, include details of the work anticipated to be performed by subcontractors and the qualifications and experience of the subcontractors in the proposal. NOTE: As part of the qualification process, all firms must demonstrate at least two successful projects of similar size, scope and complexity, for municipalities of similar size to the City.

2.2 Cost Proposal

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

2.2.1 Labor Cost Proposal

The Contractor must include in its response to this RFP its proposed labor rates for all labor designations as shown in the Proposal Form attached in Appendix B. The labor costs must include tools normally required to perform the work and transportation costs. The Contractor must also include a list of equipment rental rates for equipment that it owns or would rent which would be utilized at an additional cost to the City. These labor and equipment rental rates will establish the maximum rate that the Contractor will charge for providing these services. Cost for materials should not be included in the labor rates. The total contract cost will be established in the Proposal Form (Appendix B) which must be completed as part of the cost proposal. The quantities shown on the Proposal Form are estimates for comparison only and do not obligate the City in any way.

2.2.2 Material and Equipment Allowance

Materials and equipment used during the course of this Contract may be purchased separately under the material allowance set forth in Appendix B.

2.2.3 Semi-Annual Maintenance Evaluations

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

2.3 Contractor Selection Process

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

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

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

the order of these attributes as a measure of their relative importance in the evaluation.

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

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

2.4 Award As An Entirety

The City requests Respondents to include costs for all items for the purpose of Evaluation of Proposals. While the proposals are asked for by items, the Contract may or may not be awarded by items and may or may not be awarded as an entirety. In such case where a split Contract is awarded, the City reserves the right to negotiate the Quarterly Management Fee (Item 26 in the Cost Proposal) accordingly.

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

III. GENERAL CONTRACT PROVISIONS

1. PROPOSAL SUBMISSION PROVISIONS

1.1 Officials Not to Benefit

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

1.2 Prohibition Against Uniform Pricing

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

1.3 Freedom of Information Act

The City of Wilmington is required to comply with the State of Delaware Freedom of Information Act, 29 DEL.C. §10001, et seq. Unless specifically exempted (e.g. trade secrets), all information submitted by the Contractor to the City may be subject to disclosure by the City upon proper request therefore.

2. GENERAL AREAS

2.1 Indemnification

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

If any judgment shall be rendered against the City in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same. The Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City as herein provided

2.2 General Guaranty

Contractor agrees to:

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

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

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

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

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

2.3 Guarantee and Warranties

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

2.4 Service Contract Guaranty

Contractor agrees to:

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

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

Perform all work and services strictly in accordance with all laws, statutes, and ordinances and the applicable rules, regulations, methods and procedures of all government boards, bureaus, offices and other agencies.

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

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

2.5 Misrepresentation

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

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

2.6 Termination for Cause and Default

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

In the event of default, the Contractor agrees to surrender peacefully any equipment or supplies and cooperate to the extent necessary to enable the City or another

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

2.7 Audit Rights

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

2.8 Assignment

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

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

2.9 Insurance

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

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

Workers' Compensation: The Contractor shall carry Workers' Compensation insurance covering all of its employees employed upon the premises and in connection with its other operations pertaining to this agreement. The Contractor

shall agree to comply at all times with the provisions of the workers' compensation laws of the State of Delaware.

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

2.10 Disclosure of Information

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

2.11 Safety Requirements

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

7

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

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

3. EMPLOYMENT PROVISIONS

3.1 Goal Statement for Disadvantaged Business Participation

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

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

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

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

3.2 Non-Discrimination Policies

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

3.3 EOE Notices in Advertising

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

APPENDIX A
GUIDELINES FOR PROPOSAL PREPARATION

Appendix A

GUIDELINES FOR PROPOSAL PREPARATION

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

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

1. Business Name and Address
2. Local Address (if Different)
3. Point of Contact (name, base location, and telephone number):
4. Specify type of business and year business established.
5. Specify whether your business is corporation, partnership, or individual.
6. State whether during the past (5) years your firm acquired/merged with another firm, or has the firm changed names. If yes, provide an explanation.
7. Business Phone No. and Fax No.
8. Area of operations and radius of operations from Project Location in miles.
9. Number of employees on staff.
10. References: name of five references (address, phone number and project completion date) for the work applying for. Include the project name and a brief description of the work for each reference.
11. Demonstrate at least two successful projects of similar nature and size for Municipalities of similar or larger size
12. Provide construction industry experience. At a minimum provide details of your experience under each of the following categories and provide years of experience under each category.
 - A. New Construction
 - B. Remodeling
 - C. Demolition
 - D. Repair
 - E. Commercial
 - F. Industrial
 - G. Institutional

H. Other (specify)

13. Provide years of experience and number of staff available for each of the following trade skills.

- A. General Labor
- B. Fence Erection
- C. Plastering/Drywall
- D. Floor Installation (Tilers, Soft Floor Layers)
- E. Glazing
- F. Plumbing
- G. Roofing
- H. Sheet Metal
- I. Carpentry
- J. Concrete
- K. Driveway/parking lot pavement/repaving
- L. Masonry
- M. Electrical
- N. HVAC
- O. Welding
- P. Other (specify)

14. Provide list of subcontractors, their nature of service (trades) being used and subcontractor's name and address.

15. Complete and submit all DBE forms identified in Appendix B

APPENDIX B

PROPOSAL FORM

APPENDIX B
PROPOSAL FORM

DATE: _____

Proposal 24009-PWPS

TO: Manager, Division of Procurement
City/County Building – Fifth Floor
800 French Street
Wilmington, DE 19801

FOR: Department of Public Work

Procurement Officer:

Having carefully examined the Request for Proposal entitled “Turner Complex Facilities Management and Maintenance Services, Proposal No. 24009 PWPS”, and having become familiarized with their requirements and having visited the site of the work and noted all conditions affecting the work, the undersigned hereby proposes to furnish the services described in the Request for Proposal for the following prices:

Insert the On-call Maintenance and Repair Services consisting of on-site man hours for the following items. Please note that the costs shown below should be the real costs to the City. That is, if the work is self-performed, the hourly rate should include all labor and ancillary costs. If the work is subcontracted, the hourly rate shown below should be the loaded cost which includes the subcontractor’s direct costs as well as the markup to the Contractor.

- | | | |
|---------|--|-----------------|
| ITEM-1: | One mason/concrete finisher in response to specific requests by the City
\$_____per hr. x 40 hrs. = | City
\$_____ |
| ITEM-2: | One carpenter in response to specific requests by the City
\$_____per hr. x 200 hrs. = | \$_____ |
| ITEM-3: | One carpenter’s helper in response to specific requests by the City
\$_____per hr. x 200 hrs. = | \$_____ |
| ITEM-4: | One electrician in response to specific requests by the City
\$_____per hr. x 400 hrs. = | \$_____ |
| ITEM-5: | One electrician’s helper in response to specific requests by the City
\$_____per hr. x 400 hrs. = | \$_____ |
| ITEM-6: | One welder in response to specific requests by the City
\$_____per hr. x 40 hrs. = | \$_____ |

ITEM-7:	One fence installer in response to specific requests by the City \$_____per hr. x 40 hrs. =	\$_____
ITEM-8:	One painter (commercial) in response to specific requests by the City \$_____per hr. x 100 hrs. =	\$_____
ITEM-9:	One plumber/pipe fitter in response to specific requests by the City \$_____per hr. x 250 hrs. =	\$_____
ITEM-10:	One plumber's/pipe fitter's helper in response to specific requests by the City \$_____per hr. x 250 hrs. =	\$_____
ITEM-11:	One HVAC Technician in response to specific requests by the City \$_____per hr. x 500 hrs. =	\$_____
ITEM-12:	One roofer in response to specific requests by the City \$_____per hr. x 250 hrs. =	\$_____
ITEM-15:	One sheet metal worker in response to specific requests by the City \$_____per hr. x 100 hrs. =	\$_____
ITEM-16:	One general laborer in response to specific requests by the City \$_____per hr. x 400 hrs. =	\$_____
ITEM-17:	Material Allowance	\$100,000.00
ITEM-18:	HVAC Belts & Filters Allowance	\$30,000.00

ITEM-19A: Quarterly Management Fee to include all supervision costs associated with providing the Semi-annual evaluation and report preparation (See Paragraph 1.3 of the RFP). The Quarterly Management Fee also includes all supervisory costs, including those associated with the execution of the Work by subcontractors, meeting and negotiating with potential bidders for proposed Projects and reporting requirements to the City. Note: This fee is to be billed monthly at a rate of one twelfth (1/12) of the yearly total.

\$ _____ per quarter x 4 quarters = \$ _____

ITEM-19B: Included in Item 19A is the cost of \$ _____ for the Semi-Annual Reports identified in Paragraph 11.4.2.e.

ITEM-20: Capital Allowance (may include items such as sidewalks, new paving and similar work) \$ 200,000.00

TOTAL OF ITEMS 1 through 20 \$ _____

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

The BIDDER acknowledges receipt of Addendum and or Addenda No. _____, No. _____, No. _____, prior to submitting a proposal on this Contract.

The BIDDER also agrees that all work required under this Contract is covered by the prices stated hereinbefore and that no other payments will be allowed. The BIDDER further states that his official address for receiving communications is as shown at the beginning of this Proposal.

FIRM: _____

ADDRESS: _____

CITY OF WILMINGTON

BUSINESS LICENSE NO: _____

ATTEST: _____

FEDERAL I.D. NO.: _____

PER: _____

Name (typed or printed)

TITLE: _____

SIGNATURE: _____

TELEPHONE NO: _____

FAX NO: _____

EMAIL: _____

APPENDIX C

DBE PROGRAM AND BIDDER'S REQUIREMENTS



City of Wilmington DBE Program and Bidders Requirements

DBE PROCUREMENT PROGRAM

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

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

DISADVANTAGED BUSINESS PROGRAM

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

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

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

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

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

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

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

GOAL STATEMENT PROVISION FOR DISADVANTAGED BUSINESS PARTICIPATION

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

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

Notes:

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

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

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

Subcontractors Listing

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

DBE Replacement

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

DBE Payment

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

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

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

DBEFORMS

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 I 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: smbeco@wilmingtonde.gov

Phone: (302) 576-2121

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

*Mandatory to be submitted back with Bid Documents

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

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

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 SMBE Office reserves the right to determine the eligibility and verification of eligibility for the firm listed on DBE Form 3
- The burden is on the bidder to evidence such good faith efforts by means of providing the contact information for the DBE firm listed on the DBE Form 3. If a firm is determined to be an eligible DBE firm, the total dollar value of the participation by the DBE will be counted toward the contract requirement. The total dollar value of participation by a certified DBE will be based upon the value of work actually performed by the DBE and the actual payments to DBE firms by the Contractor.
- Failure to complete the DBE 3 form and/or failure to make good faith efforts to obtain DBE participation are grounds for rejecting any bid.

DBE FORM 4

DBE-4: DISADVANTAGED BUSINESS ENTERPRISE-CONTRACT PARTICIPATION REPORT

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

DBE FORM 5

DBE-5 SUBCONTRACTORS' REPORT

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

CONTRACT: _____

FORM DBE-1
(Rev. 10/09)

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

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

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

D.B.E. Firm Name IRS Numbers	Mailing Address & Contact Number	Type of Service	Dollar Amount of Contract
Total Dollar Amount to be Expended for Disadvantaged Business Enterprises			
Total Amount of Contract			
Percentage of Contract used for D.B.E.			

Name of Authorized Official of Bidder

Title

Company

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

CONTRACT: _____

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.			\$	
2.			\$	
3.			\$	

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

What efforts were made to use the services of organizations that provide assistance in recruitment and placement of OBEs?

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 titled by contract with DBE.
3. Rejection of a DBE because of its union or non-union status.

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



CONTRACT: _____

FORM OBE-3
(Rev. 10/09)

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

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

1.	NAME		
2.	ADDRESS		
3.	PHONE	PRODUCT OR SERVICE LINE	
4.	TYPE OF FIRM <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Individual <input type="checkbox"/> Other		
5.	EMAIL		
6.	DATE OF ORIGINATION OF FIRM	EMAIL	
7.	BUSINESS LICENSES HELD: City / State: Other:		
8.	DISADVANTAGED OWNERSHIP OF FIRM		
	NAME	OWNERSHIP% OF FIRM	DISADVANTAGED BUSINESS
a.			
b.			
c.			
d.			
e.			
f.			
9.	NON-DISADVANTAGED OWNERSHIP OF FIRM:		
	NAME	OWNERSHIP% OF FIRM	
a.			
b.			
c.			
d.			
e.			
f.			
8.	I hereby certify that the information above is true and complete to the best of my knowledge and belief, and that I have been duly authorized to make this certification on behalf of the firm.		

NAME (printed) _____

SIGNATURE _____

DATE _____

TITLE _____

FOR OFFICE USE ONLY

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

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

**DISADVANTAGED BUSINESS ENTERPRISE
CONTRACT PARTICIPATION REPORT**

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

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

CONTRACT COMPLETION DATE: _____

General Contractor	Name of Authorized Officer	Date
DBE Subcontractor	Signature of Authorized Officer	Date
<p align="center">Office Use Only (Prime)</p> <p>Payment Received: _____</p> <p>Amount: _____</p> <p>Date: _____</p> <p>Payment Received: _____</p> <p>Amount: _____</p> <p>Date: _____</p>		
	City of Wilmington Contract Compliance Officer's Name	Date
	City of Wilmington Contract Compliance Officer's Signature	Date



PROPOSAL FOR PROFESSIONAL SERVICES

CITY OF WILMINGTON, DELAWARE
DEPARTMENT OF PUBLIC WORKS

BUILDING SERVICES DIVISION
TURNER COMPLEX FACILITIES MANAGEMENT,
AND MAINTENANCE SERVICES

PROPOSAL NO. 24009 PWPS
May 25, 2023



May 25, 2023

Department of Finance
Louis L. Redding City/County Building
5th Floor - Division of Procurement & Records
800 French Street
Wilmington, DE 19801

**REF: Proposal for City Contract 24009 PWPS
Building Services Division
Turner Complex Facilities Management & Maintenance Services**

Dear Mr. Philip Ceresini:

We appreciate the opportunity for Asset Management Alliance (AMA) to provide a proposal for Turner Complex Facilities Management & Maintenance services. We are confident that AMA can support the management and maintenance of the Turner Complex Facilities and launch the project efforts that these buildings need. Attached you will find the details of our proposal which includes a recommendation for 2 contract designs to capture the needs of your proposal. Our proposal is comprehensive and includes all you will need to initiate major projects and keep the related facilities operating and maintained.

AMA has been providing building management, maintenance and repair services to several City sites over the years. We currently provide those services to the Louis L. Redding City/County Building, Emergency Operations Center (EOC) and the Public Safety Building (PSB). We provide daily on-site support to each facility with the ability to respond in less than 24-hrs to any needed request. When the need exceeds our expertise, we have the ability to provide sound technical assistance, recommendations and reach-back to complete any task. We also have history with the pumping stations, raceways, reservoirs, and related buildings for project related work. AMA has provided semi-annual evaluations for each pumping station facility with a recommended capital planning program and related costs, providing the City of Wilmington the leadership and project oversight needed to put competent, professional solutions in place.

Attached you will find all of the required elements of your RFP including an additional recommendation for AMA to initiate Professional Management Services of your outsourced vendor contracts. AMA provides the same service to the above referenced City locations and believe this would best fit your RFP requests. We understand some contracts may currently be in place. In our project approach, we outline how we can transition these contracts to AMA for the oversight and management recommended. Within the approach you will see we plan to place 1 AMA staff member on site, part time. This person will assist in the vendor management of the outlined projects following proposal award as well as general maintenance support. Additionally, all of AMA will be available to help your organization meet the buildings operational

222 Delaware Avenue • Suite 109 • Wilmington, DE 19801 • Tel 302-655-2100 • Fax 302-655-3531

www.assetmanagementalliance.com



needs. All team members and sub-contractors have the technical knowledge in all building trades. Each of us has experience in process management, supervision of personnel/resources and the ability to coordinate work activities of assigned personnel engaged in the maintenance and repair of facilities. Our goal is to provide the professional and experienced service you have come to know. Let us take care of your buildings, so you can take care of your business!

Sincerely,

Rachael Odle

CEO

PART 1

● **“TECHNICAL PROPOSAL”**



CORPORATE OVERVIEW:

Asset Management Alliance (AMA) is a full-service property management and maintenance company. Our corporate office is located at 222 Delaware Ave., Wilmington DE. 19801. AMA has been providing services to the commercial real-estate industry for over 30 years. AMA is a Limited Liability Company (LLC) formed as a joint venture between EDIS Company and Bellevue Holdings Company.

AMA has 26 staff members (see attached organizational chart) with an average tenure of 8 yrs., to include a leadership team (CEO, Director of Operations), management (Property and Maintenance Managers), Maintenance Technicians, Property Accountant and Administrative Assistant. We are a small, focused group providing the same level of service as our national & global competitors.

Over the years, we have consistently expanded and strengthened our services to provide a full spectrum of commercial property management services to our clients. AMA provides commercial Property Management, Maintenance and Accounting services for corporate clients, medical/professional condo organizations, government facilities and developers, throughout the State of Delaware. We are currently managing the Wilmington Public Safety, Louis L. Redding City County Building, Wilmington EOC, 824 N. Market, and CSC to name a few.

We work with our clients on daily building/site maintenance needs, annual inspections and compliance initiatives, minor/major capital projects and lease administration. We have an in-house staff of property managers, maintenance personnel, engineers and construction professionals who can deliver quality service on a consistent basis. AMA understands the intricacies of keeping commercial properties and facilities operational. Our goal is to keep a building's value at its peak, making it attractive to its occupants, potential customers, and tenants. We customize strategies for maintenance, operating budgets, and capital programming. AMA Property Managers are well versed in all facets of property management.

The AMA maintenance team is a highly motivated and well-trained team of technicians and engineers that can help keep any property at its best. Whether building equipment is aging or state-of-the-art, we have the experience and knowledge to keep things running optimally. We keep abreast of the latest technology, sustainability, and safety protocols to serve our clients better. We are experts at optimizing a buildings automation system making sure HVAC systems are working properly while saving on energy and keeping employees, visitors & tenants comfortable.

Federal EI: 51-0323626

State of Delaware: 199200893

Wilmington License: 1979

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Vision Statement

Locally owned, operated and staffed property management and maintenance company committed to its values in the workplace, impact in the community and growth in the real estate market.

Mission Statement

To be respected as a leading workplace from company culture, excellence in service and diverse property management and maintenance solutions.

Asset Management Alliance

222 Delaware Ave.
Suite 109
Wilmington, DE 19801
Phone: 302-655-2100
Fax: 302-655-3531

CEO:

Rachael Odle
302-373-6992 (cell)
rodle@assetmanagementalliance.com

Director of Operations:

Sarah Ruane
302-379-3707
sruane@assetmanagementalliance.com

Maintenance Manager:

Russ Duncan
302-218-4316
rduncan@assetmanagementalliance.com

Maintenance Mechanic/Project Assistance:

Lisa Robinson
302-353-9098
lrobinson@assetmanagementalliance.com

PROJECT APPROACH:

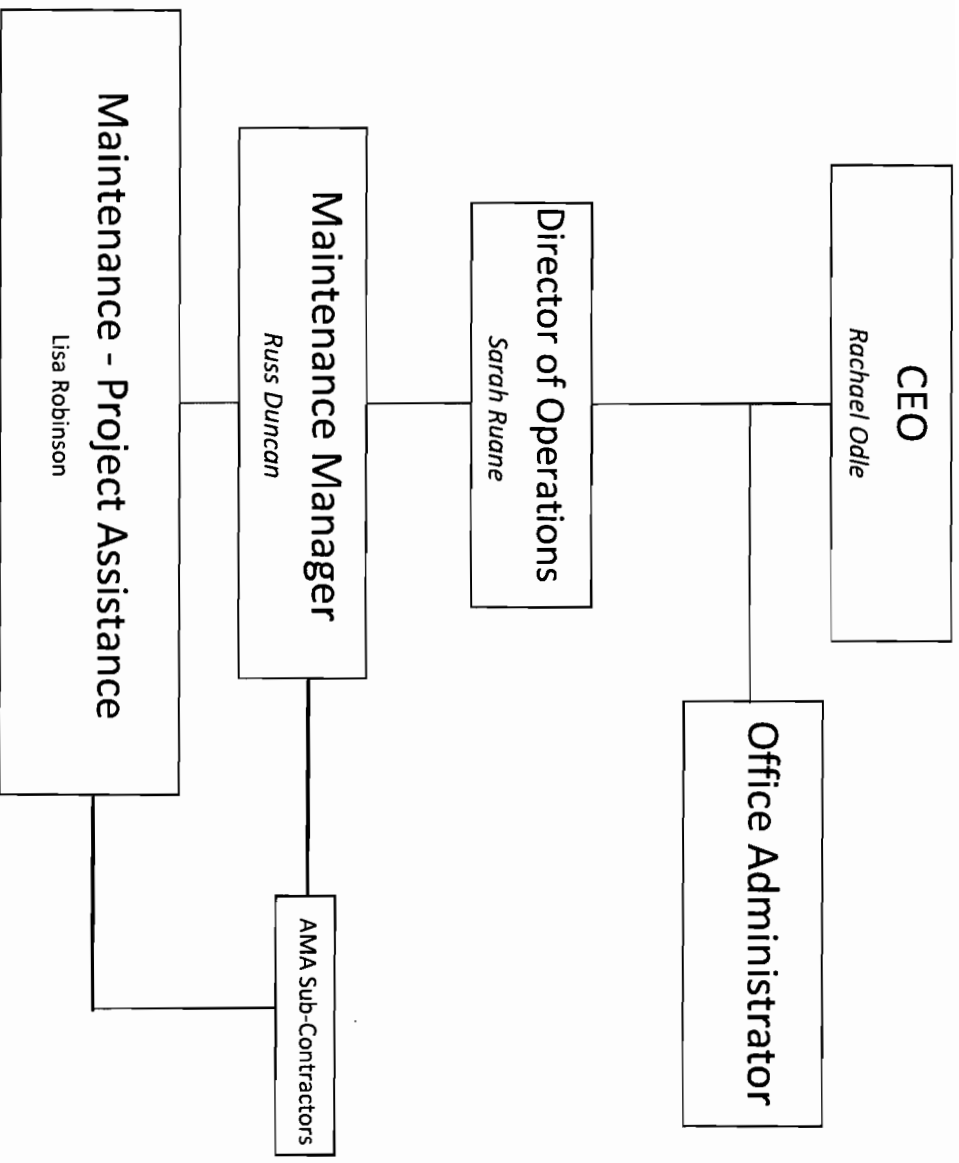
AMA's approach is to provide property management and maintenance services to all facilities with the Turner Municipal Complex. We will work diligently with City staff to make continuous improvements in all buildings and operations. We will strive to deliver building maintenance and services in a consistent manner. We will recommend needed capital improvements and preventative maintenance needs while controlling project and annual costs.

The gathering of capital project priorities along with related cost is an integral part of any facilities operation and budgeting process. Russ Duncan and Lisa Robinson will be the point of contact for all Turner Municipal Complex projects and day-to-day operations. Lisa will be on site each day and have direct responsibility and control over sub-contractors covered by AMA. Lisa will have Russ join her on project oversight and contractor follow-up when necessary. Rachael Odle will join Lisa and Russ on capital project assessment reviews 2x per year. This team has the knowledge and experience to provide the required periodic facility assessments for the Turner Municipal Complex. From the first assessment, we will establish a capital project list that sets priorities for each location, then rolling individual site priorities into an overall priority list for all facilities, with the assistance from City Staff (George Johnson).

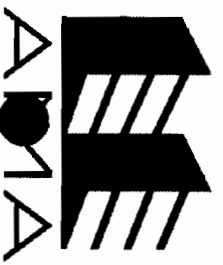
We have been formulating capital project priority lists with related cost and project oversight for the City for many years. We are knowledgeable in the process and supportive of the City's goals when approaching capital improvements and maintenance. What we cannot do ourselves, we have the reach-back capability to bring in some of the industry's best local contractors to support the City's goals. For a large portion of this RFP we will work closely with contractors who are experienced in City operations and have a deep understanding of the expected outcomes. All contractors will have approval of the City before any work is started.

In addition to our industry knowledge with capital planning and budgeting tools, our organization is well versed in the use of a day to day work order systems or CMMS. AMA has been providing a work order system for use by our clients for over 10 years. It provides a communication tool for both occupants and support staff in addressing day-to-day maintenance items, capital planning and preventative maintenance needs. We believe a work order system is the backbone to proper facilities maintenance/operations.

At every opportunity AMA will solicit proposals from and contract with DBE registered firms as we currently do for all City of Wilmington facilities.



24009 PWPS - Turner Municipal Complex





Portfolio of Properties

1401 Foulkstone Medical Pavilion Condominium, 1401 Foulk Road, Wilmington, DE 19803

- Full-service maintenance & management

4550 New Linden Hill Road, 4550 New Linden Hill Road, Wilmington, DE 19808

- Full-service maintenance & management

824 N. Market Street, Wilmington, DE 19801

- Full-service maintenance & management

Abby Medical Center, One Centurian Drive, Newark DE 19713

- Full-service maintenance & management

Apex Medical Center, 537 Stanton-Christiana Road, Newark, DE 19713

- Full-service maintenance & management

Amtrak CNOC, 15 S. Poplar Street, Wilmington, DE 19801

- Part-time service maintenance & management

Amtrak HS, One High Speed Way, Wilmington, DE 19801

- Part-time service maintenance & management

Artisans' Bank Headquarters, 2961 Centreville Road, Wilmington, DE 19808

- Part-time service maintenance & management

Corporate Service Company Head Quarters, 251 Little Falls Dr. Wilmington, DE 19808

- Full-service maintenance & management

Corporate Service Company Honda, 201 Little Falls Dr. Wilmington, DE 19808

- Full-service maintenance & management

Corporate Service Company Marvel, 2801 Centerville Road, Wilmington, DE 19808

- Full-service maintenance & management

ENT & Allergy of DE, 700 Prides Crossing, Suite 200, Newark, DE 19713, 305 E Main St, Middletown, DE 19709 & 1401 Foulk Rd. Wilmington, DE 19806

- As Needed Basis

Highmark, Delaware, 800 Delaware Avenue, Wilmington, DE 19801

- Part-time service maintenance & management

222 Delaware Avenue • Suite 109 • Wilmington, DE 19801 • Tel 302-655-2100 • Fax 302-655-3531



Louis L. Redding City/County Building, 800 French Street, Wilmington, DE 19801

- Full-service maintenance & management

Omega Professional Center, Omega Drive, Newark, DE 19713

- Part-time service maintenance & management

Public Safety Building, 300 N. Walnut Street, Wilmington, DE 19801

- Full-service maintenance & management

Public Safety Emergency Operations Center (EOC), 22 South Heald St. Wilmington DE 19801

- Part-time service maintenance & management

Riverwalk Center, 110 S. Poplar Street, Wilmington, DE 19801

- Part-time service maintenance & management

VNA/Christiana Care Building, One Reads Way, New Castle, DE 19720

- Part-time service maintenance & management

Whitehall Center, 735 Mapleton Avenue, Middletown, DE 19709

- Part-time service maintenance & management

City of Wilmington



MICHAEL S. PURZYCKI
Mayor

April 26th, 2022

To whom this may concern:

This letter is being drafted to highlight the great work and support that Asset Management Alliance (AMA) has provided to the Wilmington Department of Police throughout the years. AMA is responsible for all building maintenance at police headquarters. AMA's staff is pleasant and knowledgeable on the daily needs of our operations. AMA has provided the highest level of professionalism throughout the years while I oversaw the building maintenance contract. Although I have been transferred to a new assignment, AMA is still there when needed and answers the call for service all hours of the day.

Sincerely,

A handwritten signature in black ink, appearing to read "A. Gliem".

Lt. Arthur J. Gliem

Communications Division, Commanding Officer

WILMINGTON POLICE DEPARTMENT

WILLIAM T. MCLAUGHLIN PUBLIC SAFETY BUILDING • 300 N. WALNUT STREET • WILMINGTON, DELAWARE • 19801-3936

WWW.WILMINGTONDE.GOV



CUSTOMER TESTIMONIALS & CONTACTS

"We've been working with AMA across multiple office and retail properties for nearly 10 years – they are reliable, versatile and willing to creatively structure engagements to match our needs across property types and management structures. I would recommend AMA without hesitation!"

Nick Hammonds, Principal
JLAM and LMHT Capital

"Asset Management Alliance is a pleasure to work with at the Apex Medical Center. Their team members are dedicated to help immediately, conscientious and courteous. I look forward to continuing our solid relationship as our building management company and I would highly recommend Asset Management."

MaryPat Kwoka, C.E.O.
Premier Dermatology & Cosmetic Surgery
APEX Medical Condo

"AMA was an integral part of the team when we purchased 824 Market. Their building, system and property management experience made the transition seamless. Their record keeping has been exceptional. Looking forward to working with them on the next property!"

Mark Chopp, Managing Partner
Chopp Holdings

"Asset Management Alliance has increased the level of service provided to our buildings' stakeholders and assisted us in completion of multiple capital improvements to the City/County Building and its various systems over the past 8 years. It's been a pleasure to work with the local staff and management."

Vincent R. Carroccia, Deputy Commissioner
Department of Public Works – City of Wilmington



ASSET MANAGEMENT ALLIANCE
Commercial Property Management

"AMA has provided us with property management services for various CSC owned buildings and properties in Delaware for several years. Rachael Odle and her team take time and great care to understand our expectations, and as a result have presented clear solutions for our property management needs in Delaware. Knowing that AMA is such a reliable team gives me great confidence when managing CSC's global facilities."

Judi C. Harbaugh, CSC
Global Facilities Director

"In the health industry, our standards of privacy are constantly changing. It is important that we work with a company we know is working for us within compliance of our health practice standards. Knowing that their maintenance staff is HIPPA certified has proven to us and our patients that they maintain the highest standards and can be fully depended on when we need them."

Debbie Falkenstein, Practice Administrator
Cardiology Physicians PA

"Artisans' Bank has employed Asset Management for about 13 years now. We have a total of 12 branch locations as well as our Headquarters location. We have branches all throughout the state of Delaware. From New Castle County down to Sussex County. They do a wonderful job at keeping our branches maintained. We find their group friendly and efficient while always maintaining a sense of professionalism. If I had to give a quote for them it would be, "You can always rely on Asset Management to be there for you". I urge you to contact them and arrange your building management needs with them."

Melissa Sayas, Bank Officer 1
Artisans' Bank, Facilities Department

PART 2

“COST PROPOSAL”

APPENDIX B

PROPOSAL FORM

APPENDIX B
PROPOSAL FORM

DATE: May 25, 2023

Proposal 24009-PWPS

TO: Manager, Division of Procurement
City/County Building – Fifth Floor
800 French Street
Wilmington, DE 19801

FOR: Department of Public Work

Procurement Officer:

Having carefully examined the Request for Proposal entitled “Turner Complex Facilities Management and Maintenance Services, Proposal No. 24009 PWPS”, and having become familiarized with their requirements and having visited the site of the work and noted all conditions affecting the work, the undersigned hereby proposes to furnish the services described in the Request for Proposal for the following prices:

Insert the On-call Maintenance and Repair Services consisting of on-site man hours for the following items. Please note that the costs shown below should be the real costs to the City. That is, if the work is self-performed, the hourly rate should include all labor and ancillary costs. If the work is subcontracted, the hourly rate shown below should be the loaded cost which includes the subcontractor’s direct costs as well as the markup to the Contractor.

ITEM-1:	One mason/concrete finisher in response to specific requests by the City \$ <u>70.00</u> per hr. x 40 hrs. = MCJ Paving	\$ <u>2,800.00</u>
ITEM-2:	One carpenter in response to specific requests by the City \$ <u>85.00</u> per hr. x 200 hrs. = EDiS Construction	\$ <u>17,000.00</u>
ITEM-3:	One carpenter’s helper in response to specific requests by the City \$ <u>72.00</u> per hr. x 200 hrs. = EDiS Construction	\$ <u>14,400.00</u>
ITEM-4:	One electrician in response to specific requests by the City \$ <u>142.00</u> per hr. x 400 hrs. = Diamond State Engineering	\$ <u>56,800.00</u>
ITEM-5:	One electrician’s helper in response to specific requests by the City \$ <u>92.50</u> per hr. x 400 hrs. = Diamond State Engineering	\$ <u>37,000.00</u>
ITEM-6:	One welder in response to specific requests by the City \$ <u>90.00</u> per hr. x 40 hrs. = RC Fabricators	\$ <u>3,600.00</u>

ITEM-7:	One fence installer in response to specific requests by the City \$ <u>115.00</u> per hr. x 40 hrs. = Guardian Fence	\$ <u>4,600.00</u>
ITEM-8:	One painter (commercial) in response to specific requests by the City \$ <u>72.00</u> per hr. x 100 hrs. = Jamestown Painting	\$ <u>7,200.00</u>
ITEM-9:	One plumber/pipe fitter in response to specific requests by the City \$ <u>150.00</u> per hr. x 250 hrs. = National HVAC or Diamond State Engineering	\$ <u>37,500.00</u>
ITEM-10:	One plumber's/pipe fitter's helper in response to specific requests by the City \$ <u>110.00</u> per hr. x 250 hrs. = National HVAC or Diamond State Engineering	\$ <u>27,500.00</u>
ITEM-11:	One HVAC Technician in response to specific requests by the City \$ <u>150.00</u> per hr. x 500 hrs. = Diamond State Engineering	\$ <u>75,000.00</u>
ITEM-12:	One roofer in response to specific requests by the City \$ <u>75.00</u> per hr. x 250 hrs. = Paddy's Roofing	\$ <u>18,750.00</u>
ITEM-15:	One sheet metal worker in response to specific requests by the City \$ <u>82.50</u> per hr. x 100 hrs. = Diamond State Engineering	\$ <u>8,250.00</u>
ITEM-16:	One general laborer in response to specific requests by the City \$ <u>75.00</u> per hr. x 400 hrs. = Asset Management Alliance	\$ <u>30,000.00</u>
ITEM-17:	Material Allowance	\$100,000.00
ITEM-18:	HVAC Belts & Filters Allowance	\$30,000.00

ITEM-19A: Quarterly Management Fee to include all supervision costs associated with providing the Semi-annual evaluation and report preparation (See Paragraph 1.3 of the RFP). The Quarterly Management Fee also includes all supervisory costs, including those associated with the execution of the Work by subcontractors, meeting and negotiating with potential bidders for proposed Projects and reporting requirements to the City. Note: This fee is to be billed monthly at a rate of one twelfth (1/12) of the yearly total.

\$19,875.00per quarter x 4 quarters = \$ 79,500.00

ITEM-19B: Included in Item 19A is the cost of \$ 3,750.00 (x2) for the Semi-Annual Reports identified in Paragraph 11.4.2.e.

ITEM-20: Capital Allowance (may include items such as sidewalks, new paving and similar work) \$ 200,000.00

TOTAL OF ITEMS 1 through 20 \$ 749,900.00

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

The BIDDER acknowledges receipt of Addendum and or Addenda No. _____, No. _____, No. _____, prior to submitting a proposal on this Contract.

The BIDDER also agrees that all work required under this Contract is covered by the prices stated hereinbefore and that no other payments will be allowed. The BIDDER further states that his official address for receiving communications is as shown at the beginning of this Proposal.

FIRM: Asset Management Alliance

ADDRESS: 222 Delaware Ave, Suite 109, Wilmington, DE 19801

CITY OF WILMINGTON
BUSINESS LICENSE NO: 1979

ATTEST: see attached

FEDERAL I.D. NO.: 51-0323626

PER: Rachael Odle
Name (typed or printed)

TITLE: CEO

SIGNATURE: *Rachael Odle*

TELEPHONE NO: 302-655-2100

FAX NO: 302-655-3531

EMAIL: rodle@assetmanagementalliance.com

TRI

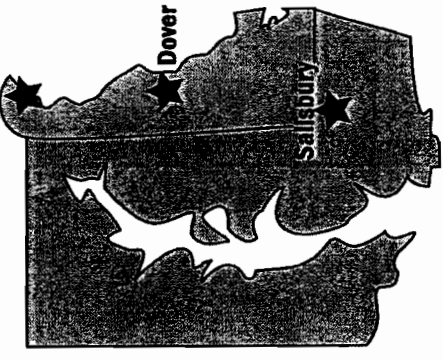
SUPPLY & EQUIPMENT

RENTAL GUIDELINES

The following guidelines must be adhered to during the rental period.

- Hauling rates** are quoted FOB Tri-Supply & Equipment.
- Insurance**
Customer will be responsible for providing property and liability insurance coverage.
- Liability Insurance**
Liability insurance is the responsibility of the Lessee. Lessee shall carry adequate public Liability Insurance as approved by Lessor against bodily injury including death, at its own expense.
- Customer Responsibility**
Furnish a qualified operator. Ensure normal daily maintenance is performed, e.g. grease, oil levels, tire pressure, etc. Inform Tri-Supply & Equipment immediately of equipment failure or malfunction. Return the machine in clean condition or pay an additional charge for equipment cleaning. Accept liability for maintenance expense due to abnormal wear and/or damage to machine and tires.
- Tri-Supply & Equipment Responsibility**
To Furnish a machine that has been properly maintained and in good running order.
- Fuel**
Rental machines are fully fueled when leaving and should be returned with a full tank of fuel to avoid fuel charges.
- Rates***
Daily Maximum 8 hours
Weekly Maximum 40 hours
Monthly Maximum 160 hours
- Taxes**
All rates are subject to local and state taxes.
* Rates are subject to change without notice or overtime fees.

New Castle



Locally Owned & Operated

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www.buytri.com

New Castle
1685 River Road
New Castle, DE 19720
Phone: 302-838-6333
Fax: 302-838-6222

Dover
5298 S. Dupont Hwy.
Dover, DE 19901
Phone: 302-697-0300
Fax: 302-698-3600

Salisbury

110 Columbia Drive
Salisbury, MD 21801
Phone: 410-546-2900
Fax: 410-546-2644



Rental Equipment



Aerial Equipment

Model	Day	Week	Month
18' Electric Scissor	\$100	\$215	\$450
26' Electric Scissor	\$150	\$325	\$750
26' Rough Terrain Scissor	\$250	\$425	\$975
40' Straight Boom Lift	\$400	\$1,000	\$2,250
60' Straight Boom Lift	\$500	\$1,200	\$2,800
45' Articulating Boom Lift	\$400	\$1,000	\$2,250
60' Articulating Boom Lift	\$500	\$1,200	\$2,800
80' Articulating Boom Lift	\$600	\$2,000	\$4,500
24' Contractors Lift	\$65	\$195	\$585



Air Compressors & Tools

Model	Day	Week	Month
18CFM Air Compressor	\$125	\$375	\$1,125
375CFM Air Compressor	\$150	\$450	\$1,350
Rhino Air Post Driver	\$110	\$330	\$990
100# Sandblaster	\$95	\$285	\$855
30# Air Clay Digger	\$40	\$120	\$360
60# / 90# Air Breaker	\$40	\$120	\$360
Rock Drill	\$60	\$180	\$540
Chipping Gun	\$35	\$105	\$315
Rivet Buster	\$60	\$180	\$540
Tamper	\$35	\$105	\$315

Rental hoses & steel available at additional cost



Backhoe Loaders & Attachments

Model	Day	Week	Month
4x2 Backhoe	\$260	\$780	\$2,340
4x4 Backhoe	\$295	\$885	\$2,655
Backhoe Breaker Attachment	\$365	\$1,155	\$3,465
10' Snow Pusher Attachment	\$65	\$195	\$585
30HP Tractor w/ Loader	\$175	\$525	\$1,575
Bushhog 60"	\$100	\$300	\$900
Tiller	\$100	\$300	\$900
York Rake	\$30	\$90	\$270



Compaction Equipment

Model	Day	Week	Month
Plate Tamper	\$85	\$255	\$720
Rammer	\$85	\$255	\$720
Walk Behind Roller	\$210	\$630	\$1,890
Trench Roller	\$280	\$780	\$2,340
1-1/2 Ton Vibratory Roller	\$200	\$600	\$1,800
3-5 Ton Smooth Drum Roller	\$260	\$780	\$2,340
5-7 Ton Dirt Roller	\$275	\$825	\$2,475
8-10 Ton Dirt Roller	\$325	\$975	\$2,925



Concrete Equipment

Model	Day	Week	Month
36" Electric Trowel	\$140	\$420	\$1,260
36" Trowel	\$100	\$300	\$900
48" Trowel	\$110	\$330	\$990

Rental clip-on blades available at additional cost

Model	Day	Week	Month
Power Buggy 16 cu ft	\$125	\$375	\$1,125
Power Buggy 21 cu ft	\$140	\$420	\$1,260

Propane units available upon request

Model	Day	Week	Month
2 HP Concrete Vibrators	\$80	\$210	\$630
3/4"-2" heads & 7'-21' shafts available			
Power Screed	\$110	\$330	\$990

9" 40" 45" 44" nominal concrete finishable

APPENDIX C

DBE PROGRAM AND BIDDER'S REQUIREMENTS

To Be Submitted with Bid

CONTRACT: 24009 PWPS

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
MCJ Seal & Line Striping 47-1692692	40 Loder Drive, Smyrna, DE 19977 302-416-1326	Masonry, Concrete, Asphalt	\$202,800.00
Total Dollar Amount to be Expended for Disadvantaged Business Enterprises			\$202,800.00
Total Amount of Contract			749,900.00
Percentage of Contract used for D.B.E.			27%

Rachael Odle CEO

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: 24009-PWPS _____

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. MCJ Seal & Line Striping 40 Loder Drive Smyrna DE 19977	Manny Carbajal mannymcj7@gmail.com 302-416-1326	5-8-2023 Phone call	Masonry, Concrete, Asphalt \$ 202,800.00	awarded
2.			\$	
3.			\$	

Were advertisements placed in general circulation media, trade association publications, and DBE media interested in DBE participation? If so, state details of the advertisement. If not, state why not.
Existing DBE contractors that we have been working with in Wilmington were invited to submit bids. Bids were accepted.

What efforts were made to use the services of organizations that provide assistance in recruitment and placement of DBEs?
None at this time. AMA utilized contractors comfortable supporting the City of Wilmington currently.

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: 24009-PWPS

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: Manny Carbajal		
2.	ADDRESS: 40 Loder Drive, Smyrna, DE 19977		
3.	PHONE: 302-416-1326	PRODUCT OR SERVICE LINE: Masonry, Concrete, Asphalt	
4.	TYPE OF FIRM: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Individual <input type="checkbox"/> Other _____		
5.	EMAIL: mannymcj7@gmail.com		
6.	DATE OF ORIGATION OF FIRM:	EMAIL: mannymcj7@gmail.com	
7.	BUSINESS LICENSES HELD:	City: Wilmington	State: DE Other:
8.	DISADVANTAGED OWNERSHIP OF FIRM:		
	NAME	OWNERSHIP % OF FIRM	DISADVANTAGED BUSINESS
a.	Manny Carbajal	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.		

Rachael Odle
NAME (printed)

Rachael Odle
SIGNATURE

5-24-2023
DATE

CEO
TITLE

FOR OFFICE USE ONLY

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

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

DISADVANTAGED BUSINESS ENTERPRISE
CONTRACT PARTICIPATION REPORT

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

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

CONTRACT COMPLETION DATE: _____

General Contractor

Name of Authorized Officer

Date

DBE Subcontractor

Signature of Authorized Officer

Date

Office Use Only (Prime) Payment Received: _____ Amount: _____ Date: _____ Payment Received: _____ Amount: _____ Date: _____
--

City of Wilmington
Contract Compliance Officer's Name

Date

City of Wilmington
Contract Compliance Officer's Signature

Date

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
EDIS Construction	110 S Poplar St., Suite 400, Wilmington, DE 302-421-5700	Carpentry	31,400.00
Diamond State Engineering	3566 Peachtree Run, Dover, DE 302-697-7694	Electrician, HVAC, Plumbing, Sheet Metal	177,050.00
RC Fabricators	824 Locust St., Wilmington, DE 302-573-8989	Steel Fabrication, Welding	3,600.00
Guardian Fence	4783 Summit Bridge Rd., Middletown, DE 302-449-5006	Fencing	4,600.00
Paddy's Roofing	2702 Kirkwood Hwy., Newark, DE 302-388-3625	Roofing	18,750.00
National HVAC	42 Southgate Blvd., New Castle, DE 302-323-1776	HVAC, Plumbing, Sheet Metal	65,000.00
Jamestown Painting	830 Dawson Dr., Newark, DE 302-454-7344	Painting	7,200.00
Total Dollar Amount to Non-Disadvantaged Business Enterprises	547,100.00		
Total Amount of Contract	749,900.00		

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

Rachael Odle

CEO

Name of Authorized Official of Bidder

Title

Asset Management Alliance

5-24-2023

Company

Date



SUBCONTRACTORS LIST

Proposal 24009-PWPS
Turner Municipal Complex

MCJ Seal & Line Striping LLC

40 Loder Dr.
Smyrna, DE 19977
302-416-1326

Masonry, Concrete, Asphalt

EDiS Construction Inc.

110 S Poplar Street, Suite 400
Wilmington, DE 19801
302-421-5700

General Carpentry

Diamond State Engineering

3566 Peachtree Run
Dover, DE
302-697-7694

Electrician, HVAC, Plumbing, Sheet Metal

RC Fabricators

824 Locust St.
Wilmington, DE 19801
302-573-8989

Steel Fabrication, Welding

Guardian Fence

4783 Summit Bridge Rd.
Middletown, DE 19709
302-449-5006

Fencing

Paddy's Roofing

2702 Kirkwood Hwy
Newark, DE 19711
302-388-3625

Roofing



ASSET MANAGEMENT ALLIANCE
Commercial Property Management

National HVAC

42 Southgate Blvd.
New Castle, DE 19720
302-323-1776

HVAC, Plumbing, Sheet Metal

Jamestown Painting

830 Dawson Drive
Newark, DE 19713
302-454-7344

Painting, Sandblasting

ADDENDUM TO RFP

“SERVICE ALTERNATIVES”

SERVICE ALTERNATIVES:

Following the RFP review and Complex tour with George Johnson and Otis Rackley, AMA would like to recommend an alternative to the scope of services set forth in the RFP.

The current RFP design with the Labor Cost Proposal form addresses the Turner Municipal Complex major project needs, with their HVAC replacements and plumbing repairs, access control modifications, parking lot repairs and updates and other priority capital projects in mind. However, the RFP outlines throughout the conditions that the “objective is to improve the building maintenance and repair services and to reduce overall maintenance related costs.”

From AMA’s experience with the City contracts, we believe there should be an additional component for management and maintenance services included. That component should be the outlined Building Management Services form to include all outsourced services/vendors. AMA recommends creating this form like its designed for City/County, Public Safety and EOC. AMA would manage all vendors within, collect monthly invoicing and bill the City back each month per contract terms. This process is a very familiar one for AMA and the City of Wilmington alike and has proven to not only streamline the accounting process but more importantly and according to your RFP, reduce overall maintenance costs and improve the overall building operation.

We understand there may be current contracts in place as well as some contracts to expire. AMA is providing a preliminary budget form within this proposal. It would be our goal to transfer any existing contracts to remain in place, or procure any contracts missing, by a set forth deadline that accommodates the City of Wilmington. Upon agreement of this proposal design, AMA will initiate contract procurement services and provide the City of Wilmington with an updated form with costs associated by the date that accommodates the City.

PROPOSAL FORM

DATE: May 25, 2023

CONTRACT NO: **24009PWPS**

City of Wilmington Business License Number is 1979.

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, Turner Municipal Complex **500 Wilmington Avenue**, Wilmington, Delaware 19801.

Building Management services from one year after signing contract.

Category	Monthly Billing is Annual Total Divided by 12	Annual Total
A. Administration (Monthly Billing)	\$3,000.00	\$36,000.00
B. Maintenance Mechanic	\$4,200.00	\$50,400.00
C. Heating Ventilation & Air Conditioning	\$7,083.33	\$85,000.00
D. Electrical, Security, Monitoring	\$	\$
E. Exterior Window Cleaning	\$	\$
F. Security Guard	\$	\$
G. Sprinkler, Alarm, Extinguishers	\$	\$
H. Emergency Generator	\$	\$
I. Exterminating	\$	\$
J. Elevator	\$	\$
K. Fencing	\$	\$
L. Janitorial	\$	\$
M. Materials/Supplies		
Total Fixed Costs		\$
Reimbursable (Maximum)	\$	\$
GRAND TOTAL		\$

FIRM: Asset Management Alliance
Corporation, Partnership, Individual

PER: Rachael Odle
Name (Type or Printed)

TITLE: CEO

ADDRESS: 222 Delaware Ave Suite 109
Wilmington, DE 19801

PHONE: 302-655-2100

FAX #: 302-655-3531

FEDERAL ID NUMBER: 51-0323626

EMAIL ADDRESS: rodle@assetmanagementalliance.com

Signature: Rachael Odle

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	Diamond State Engineering 3566 Peachtree Run, Dover, DE 19901
D. Electrical, Security, Monitoring	Diamond State Engineering 3566 Peachtree Run Dover, DE 19901
E. Exterior Window Cleaning	City Window Cleaning Inc. PO BOX 53 Wilmington, DE 19899
F. Security Guard	TBD, use current guard service
G. Sprinkler Maintenance, Alarm, Extinguishers	TBD
H. Emergency Generator	Fidelity Power Systems Current Vendor
I. Exterminating	P. Wilson Pest Control Co. PO BOX 9262 Wilmington, DE 19809
J. Elevator	TBD
K. Fencing	Guardian Fencing Current Vendor
L. Janitorial	TBD, use current cleaning service

DEPARTMENT OF PUBLIC WORKS
OPERATIONS DIVISION · Wilmington, Delaware

MEMORANDUM

TO: Phil Ceresini
Purchasing Agent
Division of Procurement and Records

FROM: George Johnson
Building Services Manager
Department of Public Works

DATE: June 8, 2023

SUBJECT: Contract – 24009PWPS – Facilities Management

We have reviewed the proposals for the subject specification and tabulate them as follows:

<u>BIDDER</u>	<u>Contract Bid Amount</u>
Asset Management Alliance (AMA)	\$ 749,900.00

Our recommendation is to award this contract to the apparent low bidder, Asset Management Alliance (AMA), for the amount shown above. We have reviewed the response to their bid for Contract 24009PWPS and it appear to meet the specifications.

APPROVED:



Kelly Williams
COMMISSIONER OF PUBLIC WORKS

CC: Vincent Carroccia
Derek Akbar
Jason Leary

CERTIFICATE OF AWARD OF CONTRACT

I hereby certify that Contract No. **24009PWPS** is on this **12th of June 2023** awarded to **Asset Management Alliance**, in the amount of **\$749,900.00** as per Proposal dated **5/25/23** 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 **5/5/23**.
2. The advertisement calling for sealed bids on this contract was published in the **News Journal** on **5/5/23 & 5/12/23** stated that proposals should be submitted at **4:30 p.m.** on **5/25/23**.
4. Bids were submitted by the following contractors in the following amounts.

Contractor	Address	Date of Bid	Amount
Asset Management Alliance	Wilmington, DE	5/25/23	\$749,900.00

5. City License Number _____

6. Upon recommendation of **The 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>
Kelly Williams	Commissioner of Public Works Department	6/9/23
George Johnson	Building Services Manager	6/9/23.



Department of Finance, Division of Procurement



ASSET MANAGEMENT ALLIANCE
Commercial Property Management

June 19, 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 24009PWPS

Dear Mr. Ceresini,

Please be informed that Mr. Brian DiSabatino, Ms. Sarah Ruane and Mrs. Rachael Odle are authorized to act on behalf of Asset Management Alliance in regard to city contract 24009PWPS. 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 Gehrlke
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

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

EFFECTIVE

01/01/2022 - 12/31/2024

ISSUED TO

ASSET MANAGEMENT ALLIANCE
909 DELAWARE AVE
WILMINGTON DE 19806

LOCATION

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

TRADE, BUSINESS, OR
PROFESSIONAL ACTIVITY

GENERAL SERVICES

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.



2024

POST CONSPICUOUSLY - NOT TRANSFERABLE

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/23/2023

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		NAIC #
INSURED Asset Management Alliance, LLC 222 Delaware Avenue, Suite 109 Wilmington DE 19801	INSURER A: Cincinnati Insurance Company		10677
	INSURER B: Technology Insurance Company		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 1005309846 **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 <input type="checkbox"/> 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 \$
	<input checked="" type="checkbox"/> 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 <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			EPP0498193	8/1/2022	8/1/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	<input checked="" type="checkbox"/> 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"/> OTH-ER 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.

CERTIFICATE HOLDER City of Wilmington Turner Municipal Complex 500 Wilmington Ave 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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CONTRACT NO. 24009 PWPS ADDENDUM

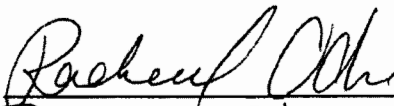
On July 21st, 2023, this Contract No. 24009 PWPS ("Addendum") is entered hereto between City of Wilmington, DE. and Asset Management Alliance (AMA) that amends the 24009 PWPS contract awarded on June 8th, 2023. All the terms, conditions, and provisions in the 24009 PWPS contract shall remain in full force and effect and are hereby incorporated by the reference herein and are unchanged except as expressly amended hereby:

The quarterly management fee found in item-19A, Appendix B of 24009 PWPS contract agreed to under 24009 PWPS shall be hereby reduced in cost to thirty-nine thousand, two hundred and fifty dollars (\$39,250.00), effective upon acceptance of both parties.

The contract is amended based upon the level of effect required within this scope of services.

DPW Signature  Date 7/21/2023

Print Name: Kelily Williams, Commissioner of Public Works

AMA Signature  Date 7.21.23

Print Name Rachael Odle

CC: Vincent Carroccia, Deputy Commissioner
Derek Akbar, Administrative Services Director
Jason Leary, Operations Director
Phil Ceresini, Purchasing Agent
Kimberly Dorczuk, Purchasing Coordinator

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

THIS AGREEMENT made the 1st day of July 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 **24009PWPS "Municipal Complex Facilities Management"** for the **Department of Public Works** in accordance with Advertisement for Bids by the Department of Finance, Division of Procurement and Records date **5/5/23 & 5/12/23** and specifications identified as Contract No. **24009PWPS** 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 **Seven Hundred Forty Nine Thousand Nine Hundred ----- Dollars and -----00 (\$749,900.00)** as per Proposal dated **5/25/23** to the Department of Finance, Division of Procurement and Records.

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

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

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

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

Signed, Sealed and delivered
in the presence of:

[Handwritten Signature]
Witness

THE CITY OF WILMINGTON

By: *[Handwritten Signature]*
Michael S. Purzycki, Mayor

ATTEST:

Akira Hernandez
City Clerk - Deputy

Asset Management Alliance (AMA)

[Handwritten Signature]
Witness

By: *Rachael Odle*
President (Seal)

ATTEST:

Kayla [Handwritten Signature]
Secretary