

REQUEST FOR PROPOSALS (“RFP”) CUSTODIAL SERVICES

Interested parties shall respond to this RFP by submitting proposals as soon as possible to:
David Blowman, VP of Finance and Operations
Community Education Building
1200 N. French Street
Wilmington, DE 19801

David Blowman reserves the right to reject any and all qualification statements, to cancel this solicitation, and to waive any informalities or irregularities in procedure.

Introduction

The Community Education Building is soliciting proposals from offerors having specific interest and qualifications in the areas identified in this solicitation. Qualification statements and proposals for consideration must contain evidence of the offeror's experience and abilities in the specified area and other disciplines directly related to the proposed work. Other information required by The Community Education Building includes the submission of profiles and resumes of the staff to be assigned to the projects, references, illustrative examples of similar work performed, and any other requested information which will clearly demonstrate the offeror's expertise in the area of this solicitation.

A selection committee will review and evaluate all qualification statements and may request offerors to make oral presentations. The selection committee will rely on the qualification statements in selection of finalists and, therefore, offerors should emphasize specific information considered pertinent to this solicitation and submit all information requested.

Project Description

Offeror should be able to provide custodial services to a variety of settings. Site consists of a 10 Story facility including a garage and occupies approximately 281,000 sq. ft. Floors consist of the following:

Lobby (Ground level) and Elevator banks
Kuumba Academy on 1st and 4th floors
Great Oaks Charter School on 8th and 9th floors
Library/Health Center/Counseling Center on the 3rd floor
Administration/Cafeteria/Atrium on the 2nd floor
Food Pantry, Family Resource Center and partner tenant spaces on the 5th floor
Floors 6th and 7th are currently unoccupied but periodically used by tenants or CEB
Garage in the underground level
Basement level where a full service Kitchen operates.

Vendors are encouraged to bid for the entire facility including a designated person to assist in some Kitchen duties.

Services May Include the following:

1. Daytime and evening custodial services, including thorough cleaning of designated areas and cleaning procedures on a frequency to be agreed in writing.
2. Project work on a scheduled basis, to be agreed in writing.
3. Summer cleaning as specified, including deep cleaning of each area.
4. Provision of uniforms for staff.
5. Supply and replenishment of bathroom soap and paper.
6. 24/7 emergency response availability.

Qualification Statement Requirements

The offeror shall provide the following information organized as follows in their qualification statement:

1. A brief discussion of the firm, its organization, and services offered;
2. Information which demonstrates experience and history of providing said service as identified in this solicitation;
3. Description of staff training programs; and
4. Proposed team and qualifications and experience of team members; knowledge and experience of team members with respect to charter school organizations and the project description above.

Proposal Requirements

Offerors shall submit the following in addition to qualifications:

1. Proposed scope of services.
2. Proposed fee and fee structure.
3. Hourly billing rates for assigned team members, if appropriate
4. Budget hours and cost by day, week, month.
5. Example certificate of insurance, demonstrating
6. All background checks and training must be completed prior to the contract start date.

Timeline

The deadline for submission of proposals is ay May 29, 2020. Proposals may be submitted electronically to dblownman@cebde.org or in hard copy format to the address above.

For further information regarding this request, please contact David Blowman or call 302-660-4800.

PROPOSAL ACCEPTANCE

The CEB shall have the right to accept or reject any proposal. This also means that CEB reserves the right to re-bid this RFP

CONTRACT AWARD

There is no obligation on the part of CEB to award a contract. Any contract award shall be made to a single vendor deemed to be fully qualified and best suited among those submitting Proposals on the basis of the evaluation factors identified herein. CEB may cancel the RFP, reject Proposals or any portions thereof at any time prior to an award, and is not required to furnish a statement of the reason why a particular Proposal was not deemed to be the most advantageous. Should CEB determine (at its sole discretion) that only one Vendor is fully qualified, or that one Vendor is clearly more suitable than others under consideration, a contract may be awarded to that Vendor.

NEGOTIATIONS

Final negotiations may be conducted with the selected Vendor in order to insure the best overall program design and to achieve the best business arrangement for the parties.

OPEN COMPETITION

CEB encourages free and open competition.

NON-COLLUSION

The Vendor certifies that neither its officers nor its employees have bribed or attempted to bribe or influence in any improper manner any office, employee or agent of CEB, and that the Vendor has disclosed any known beneficial relationship between CEB official and the Vendor.

ERRORS

CEB is not liable for any errors or misinterpretations made in responding to this RFP.

PROPOSAL CONDITIONS

The terms and conditions of the RFP, including any specifications and the completed proposal, may become, at CEB's sole discretion, part of the Services Agreement. If you fail to object to any term or condition in this RFP, it shall conclusively mean you agree with and will comply with all such terms and conditions. All objections to conditions outlined in the RFP or in Services Agreement attached as Appendix B must be submitted to the CEB in writing as a part of your response to this RFP. Vendor must clearly set forth any restrictions within their proposals where they are unable to meet the RFP's specification. Unless expressly indicated, the CEB will assume that the Vendor proposal meets the required specifications. Any restrictions will be considered during the evaluation phase and may influence the RFP awards. These requirements will be incorporated into the Service Agreement.

A. FORMAL AGREEMENT

The successful Vendor shall be required to sign a Service Agreement with the CEB. Vendor must clearly set forth any specific objections to the terms and conditions of the agreement as a redlined agreement. The CEB shall assume that the Vendor agrees to the terms and conditions of the service agreement.

B. CONTRACT TERM

The successful Vendor will be awarded a contract with a term of 2 years.

C. INVOICE TERMS

The successful vendor will invoice CEB monthly payable in 30 days. Vendor’s invoice shall at a minimum provide the following information:

- Name of Guard
- Rate Charged
- Type of Pay (Regular, Holiday, Overtime)
- Date of Service
- Number of Hours Worked

D. ILLEGAL WORKERS

CEB shall consider the intentional employment of unauthorized aliens by the selected Vendor in violation of U.S. immigration laws cause for unilateral termination of any contact resulting from this RFP.

E. BACKGROUND CHECKS

All employees of the selected Vendor must undergo a State of Delaware and Federal criminal background check prior to beginning work. No employee with a felony conviction or a conviction of sex crime, crime of moral turpitude or any crime against a child may be employed.

See decision matrix in item F

F. BACKGROUND CHECK CERTIFICATION

Vendor shall be responsible for certifying that any and all guards whose background checks, including any rechecks, indicate the following convictions shall not be assigned to the CEB:

- a. Any felony conviction;
- b. Any conviction resulting in time spent in jail;
- c. More than one misdemeanor of any kind (excluding traffic violations);
- d. Any sex offense;
- e. Any offense involving a weapon;
- f. Any offense involving violence;
- g. Any crime against a previous employer;
- h. Any crime involving fraud, theft or deception.

G. COST INCURRED

This RFP does not commit CEB to pay any cost incurred in the preparation or submission of any proposal or any cost incurred by a potential vendor in connection with the negotiation and execution of a contract with CEB.

H. OWNERSHIP

All proposals submitted in response to this RFP will become the sole property of the CEB and shall not be returned to the Vendor. All supporting materials and other documentation submitted with any proposal will also become the property of the CEB, unless otherwise requested by the Vendor in writing at the time of proposal submission. All information not already known by the CEB, or not considered to be public domain, will be considered confidential.

I. IDEMNIFICATION

The Vendor agrees to indemnify, defend and hold harmless the Community Education Building Corporation, its affiliates, officers, directors, employees, and agents and PS#5, LLC, its affiliates, officers, directors, employees, and agents (each an “Indemnified Party” from and against any losses, cost,

damages, actions, suits, demands, fines penalties judgements, and expenses (including reasonable attorney's fees and cost) arising out of (i) a breach or alleged breach of this RFP or Services Agreement: (ii) death, personal injury or property damage cause, directly or indirectly, by Vendor and any subcontractor, if applicable, and any of their respective officers, employees or representatives, or (iii) any matter that vendor is required to insure against under this agreement. Upon receipt by an Indemnified Party of notice of claim, action proceeding in respect of which indemnity may be sought hereunder; The CEB shall within a commercially reasonable time notify the Vendor in writing with respect thereto. Vendor shall assume and control the defense of any litigation or proceeding in respect of which indemnity is sought hereunder with counsel reasonably acceptable to the CEB.

J. CONFIDENTIALITY

“Confidential Information” shall mean all non-public information of the CEB or its affiliates, subsidiaries, customers, vendors, and contractors (whether oral, written or electronic), including any analysis, compilations, studies, notes or other documents which contain or otherwise reflect such information. Confidential information includes but is not limited to financial, commercial, and technical data, analysis and information, strategies, projections, forecast, assumptions and results; inventory; procurement practices; customer, vendor, contactor and pricing lists and information; management structure and organizational needs; methods of production, distribution, or operation; technology in any stage of development, trade secrets, techniques, processes, concepts, ideas, inventions, know-how, and all copies, compilations and derivative works thereof and any visual observations or conversations overheard by the company or its personnel.

CODES AND COMPLIANCE

Vendor shall be responsible for performing all work in accordance with federal, state, local laws, regulations, codes, ordinances and other applicable governmental requirements, including obtaining applicable permits (hereinafter "Legal Requirements"). In addition to the Legal Requirements described above, Vendor shall comply with all applicable CEB processes, procedures, and safety requirements while in or around the Building.

ASSIGNMENT

Vendor shall not assign or subcontract any portion of its obligations under the agreement without the prior written consent of the CEB.

NOTICES AND AMENDMENTS

All notices and amendments must be in writing.

FORCE MAJEUR

The Services Contract may contain a provision limiting obligation and liability due to catastrophe or other force majeure.

REPRESENTATIONS AND WARRANTIES OF VENDOR

The Vendor represents and warrants the following in connection with the services: (i) it and its employees possess the requisite skill, knowledge, background, and experience to perform the services in a good and workman/like manner; (ii) it has and it shall cause its employees to perform services in accordance with all applicable federal, state, and local laws, rules, codes, and regulations; (iii) it has and it shall maintain in good standing during the term any and all necessary licenses, permits and permissions required (if any) to perform the services. ; (iv) it has verified and will verify on an ongoing basis that all employees used to perform the services are United States citizens or legally authorized to work in the United States; and (v) it has and it shall cause its employees to comply with any and all security, health, safety, and other operational policies and procedures of the CEB, which are made known to the Vendor, while on the premise of the CEB.

NEWS RELEASE

The Vendor shall not issue any press release, publicity statement or other public notice relating to this RFP. The Vendor shall not use the CEB name, logo, or service mark without the prior written approval of the CEB.