

LEGAL NOTICE

**TOWN OF KILLINGWORTH, CONNECTICUT
REQUEST FOR PROPOSALS**

**CUSTODIAL SERVICES for KILLINGWORTH TOWN FACILITIES
2022- 05**

The Town of Killingworth is seeking proposals for CUSTODIAL SERVICES for its municipal facilities. Bids will be received at the Killingworth Town Hall located at 323 Route 81, Killingworth, CT until 7:00 p.m. on Monday, January 9, 2023. Proposals will be opened in public and read aloud at a Board of Selectmen’s meeting at that time.

Proposal documents will be available on Friday, December 2, 2022 and may be obtained on the Town’s website, www.townofkillingworth.com, under “Town of Killingworth Public Notices” or from the Selectmen’s Office, Killingworth Town Hall, 323 Route 81, Killingworth CT 06419 for a non-refundable \$25 per bid package.

An optional pre-bid meeting is scheduled for December 16, 2022. Check the town website further details.

The Town of Killingworth reserves the rights to amend or terminate this Request for Proposals, accept all or any part of a proposal, reject all proposals, waive any informalities or non-material deficiencies in a proposal, and award the proposal to the proposer that, in the Town’s judgment, will be in the Town’s best interests.

Minority business enterprises will be afforded full opportunity to submit bids and are encouraged to do so. The Town of Killingworth is an Affirmative Action/Equal Opportunity Employer.

Nancy Gorski, First Selectwoman

**TOWN OF KILLINGWORTH, CONNECTICUT
REQUEST FOR PROPOSALS FOR
CUSTODIAL SERVICES for KILLINGWORTH TOWN FACILITIES**

Proposal Number: 2022-05
Proposal Due Date & Time: **Monday, January 9, 2023 at 7:00 p.m.**
Proposal Opening Date & Time: **Monday, January 9, 2023 at 7:00 p.m.**

Proposal Opening Place: Killingworth Town Hall

The Town of Killingworth is seeking proposals for CUSTODIAL SERVICES for its municipal facilities.

One (1) original and three (3) copies of sealed proposals must be received in the Killingworth Town Hall, Selectmen’s Office, 323 Route 81, Killingworth, CT 06419 by the date and time noted above. The Town of Killingworth (the “Town”) will not accept submissions by e-mail or by fax. The Town will reject proposals received after the date and time noted above.

Proposal documents may found on the Town’s website, www.townofkillingworth.com, under “Town of Killingworth Public Notices,” or may be obtained from the Selectmen’s Office, Killingworth Town Hall, 323 Route 81, Killingworth CT 06419 during the hours of 8:00 a.m. – 4:00 p.m. Monday through Wednesday, 8:00 am – 7:00 p.m. on Thursday, or 8:00 a.m. until noon on Friday for a non-refundable fee of **\$25**.

Each proposer is responsible for checking the Town’s website to determine if the Town has issued any addenda and, if so, to complete its proposal in accordance with the RFP as modified by the addenda.

Proposals must be held firm and cannot be withdrawn for sixty (60) calendar days after the opening date.

The Town reserves the rights to amend or terminate this Request for Proposals, accept all or any part of a proposal, reject all proposals, waive any informalities or non-material deficiencies in a proposal, and award the proposal to the proposer that, in the Town’s judgment, will be in the Town’s best interests.

This Request for Proposals (“RFP”) includes:

- Legal Notice
- Standard Instructions to Proposers
- Specifications
- Insurance Requirements
- Proposal Form
- Proposer’s Legal Status Disclosure
- Proposer’s Certification Concerning Equal Employment Opportunities and Affirmative Action Policy
- Proposer’s Non Collusion Affidavit
- Proposer’s Statement of References
- Addenda, if any
- Sample Contract

The following documents must be completed and returned in the Bid Proposal:

- Proposal Form
- Proposer’s Legal Status Disclosure
- Proposer’s Certification Concerning Equal Employment Opportunities and Affirmative Action Policy

- Proposer's Non Collusion Affidavit
- Proposer's Statement of References

**TOWN OF KILLINGWORTH, CONNECTICUT
CUSTODIAL SERVICES FOR KILLINGWORTH TOWN FACILITIES
Proposal Number: 2022-05**

STANDARD INSTRUCTIONS TO PROPOSERS

1. INTRODUCTION

The Town of Killingworth is seeking proposals for CUSTODIAL SERVICES for its municipal facilities. This RFP is not a contract offer, and no contract will exist unless and until a written contract is signed by the Town and the successful proposer.

Interested parties should submit a proposal in accordance with the requirements and directions contained in this RFP. Proposers are prohibited from contacting any Town employee, officer or official concerning this RFP, except as set forth in Section 6, below. A proposer's failure to comply with this requirement may result in disqualification.

If there are any conflicts between the provisions of these Standard Instructions to Proposers and any other documents comprising this RFP, these Standard Instructions to Proposers shall prevail.

2. RIGHT TO AMEND OR TERMINATE THE RFP OR CONTRACT

The Town may, before or after proposal opening and in its sole discretion, clarify, modify, amend or terminate this RFP if the Town determines it is in the Town's best interest. Any such action shall be effected by a posting on the Town's website, www.townofkillingworth.com. Each proposer is responsible for checking the Town's website to determine if the Town has issued any addenda and, if so, to complete its proposal in accordance with the RFP as modified by the addenda.

3. KEY DATES

- **An optional pre-bid meeting is scheduled for December 16, 2022. Check the town website further details.**
- **Proposal Due Date Monday, January 9, 2023 at 4:00 p.m, Selectmen's Office, Killingworth CT**
- **Proposal Opening: January 9, 2023 at 7:00 p.m.** Selectmen's Office, Killingworth, CT
- Bid award: TBD

4. OBTAINING THE RFP

All documents that are a part of this RFP are available on the Town's website, www.townofkillingworth.com or from the Selectmen's office, 323 Route 81, Killingworth, CT 06419 during the hours of 8:00 a.m. – 4:00 p.m. Monday through Wednesday, 8:00 am – 7:00 p.m. on Thursday, or 8:00 a.m. until noon on Friday for a non-refundable payment of \$25.

5. PROPOSAL SUBMISSION INSTRUCTIONS

Proposals must be received in the Killingworth Town Hall, Selectmen's Office, 323 Route 81, Killingworth, CT 06419, prior to the date and time the proposals are scheduled to be opened publicly. Postmarks prior to the opening date and time do **NOT** satisfy this condition. The Town will not accept submissions by e-mail or fax. Proposers are solely responsible for ensuring timely delivery. The Town will **NOT** accept late proposals.

One (1) original and three (3) copies of all proposal documents must be submitted in sealed, opaque envelopes clearly labeled with the proposer's name, the proposer's address, the words "**PROPOSAL DOCUMENTS,**" and the title Proposal number **2022-05 CUSTODIAL SERVICES FOR KILLINGWORTH TOWN FACILITIES**. The Town may decline to accept proposals submitted in unmarked envelopes that the Town opens in its normal course of business. The Town may, but shall not be required to, return such proposal documents and inform the proposer that the proposal documents may be resubmitted in a sealed envelope properly marked as described above.

Proposal prices must be submitted on the Proposal Form included in this RFP. All blank spaces for proposal prices must be completed in ink or be typewritten; proposal prices must be stated in both words and figures. The person signing the Proposal Form must initial any errors, alterations or corrections on that form. Ditto marks or words such as "SAME" shall not be used in the Proposal Form. Proposals may be withdrawn personally or in writing provided that the Town receives the withdrawal prior to the time and date the proposals are scheduled to be opened. Proposals are considered valid, and may not be withdrawn, cancelled, or modified, for sixty (60) days after the opening date, to give the Town sufficient time to review the proposals, investigate the proposers' qualifications, secure any required municipal approvals, and execute a binding contract with the successful proposer.

An authorized person representing the legal entity of the proposer must sign the Proposal Form and all other forms included in this RFP.

6. QUESTIONS AND AMENDMENTS

Questions concerning **the RFP** are to be submitted **in writing** (including by e-mail or fax) and directed **only to:**

Name: Elizabeth Disbrow
Department: Board of Selectmen
E-mail: edisbrow@townofkillingworth.com
Fax: (860) 663-3305

Proposers are prohibited from contacting any other Town employee, officer, or official concerning this RFP. A proposer's failure to comply with this requirement may result in disqualification.

The appropriate Town representative listed above must receive any questions from proposers no later than seven (7) days before the proposal opening date. That representative will confirm receipt of a proposer's questions by e-mail. The Town will answer all written questions by issuing one or more addenda, which shall be a part of this RFP and the resulting Contract, containing all questions received by issuing one or more addenda, which shall be a part of this RFP and resulting contract.

At least four (4) calendar days prior to proposal opening, the Town will post any addenda on the Town's website, www.townofkillingworth.com. Each proposer is responsible for checking the website to determine if the Town has issued any addenda and, if so, to complete its proposal in accordance with the RFP as modified by the addenda. No oral statement of the Town, including oral statements by the Town representatives listed above, shall be effective to waive, change or otherwise modify any of the provisions of this RFP, and no proposer shall rely on any alleged oral statement.

7. ADDITIONAL INFORMATION

The Town reserves the right, either before or after the opening of proposals, to ask any proposer to clarify its proposal or to submit additional information that the Town in its sole discretion deems desirable.

8. COSTS FOR PREPARING PROPOSAL

Each proposer's costs incurred in developing its proposal are its sole responsibility, and the Town shall have no liability for such costs.

9. OWNERSHIP OF PROPOSALS

All proposals submitted become the Town's property and will not be returned to proposers.

10. FREEDOM OF INFORMATION ACT

All information submitted in a proposal or in response to a request for additional information is subject to disclosure under the Connecticut Freedom of Information Act as amended and judicially interpreted. A proposer's responses may contain financial, trade secret or other data that it claims should not be public (the "Confidential Information"). A proposer must identify specifically the pages and portions of its proposal or additional information that contain the claimed Confidential Information by visibly marking all such pages and portions. Provided that the proposer cooperates with the Town as described in this section, the Town shall, to the extent permitted by law, protect from unauthorized disclosure such Confidential Information.

If the Town receives a request for a proposer's Confidential Information, it will promptly notify the proposer in writing of such request and provide the proposer with a copy of any written disclosure request. The proposer may provide written consent to the disclosure, or may object to the disclosure by notifying the Town in writing to withhold disclosure of the information, identifying in the notice the basis for its objection, including the statutory exemption(s) from disclosure. The proposer shall be responsible for defending any complaint brought in connection with the nondisclosure, including but not only appearing before the Freedom of Information Commission, and providing witnesses and documents as appropriate.

11. REQUIRED DISCLOSURES

Each proposer must, in its Proposal Form, make the disclosures set forth in that form. A proposer's acceptability based on those disclosures lies solely in the Town's discretion.

12. REFERENCES

Each proposer must complete and submit the Proposer's Statement of References form included in this RFP.

13. LEGAL STATUS

If a proposer is a corporation, limited liability company, or other business entity that is required to register with the Connecticut Secretary of the State's Office, it must have a current registration on file with that office. The Town may, in its sole discretion, request acceptable evidence of any proposer's legal status. Each proposer must complete and submit the Proposer's Legal Status Disclosure form

included in this RFP.

14. PROPOSAL (BID) SECURITY: THIS ITEM IS NOT APPLICABLE TO THIS RFP

15. PRESUMPTION OF PROPOSER'S FULL KNOWLEDGE

Each proposer is responsible for having read and understood each document in this RFP and any addenda issued by the Town. A proposer's failure to have reviewed all information that is part of or applicable to this RFP, including but not only any addenda posted on the Town's website, shall in no way relieve it from any aspect of its proposal or the obligations related thereto.

Each proposer is deemed to be familiar with and is required to comply with all federal, state and local laws, regulations, ordinances, codes and orders that in any manner relate to this RFP or the performance of the work described herein.

By submitting a proposal, each proposer represents that it has thoroughly examined and become familiar with the scope of work outlined in this RFP, and it is capable of performing the work to achieve the Town's objectives. If applicable, each proposer shall visit the site, examine the areas and thoroughly familiarize itself with all conditions of the property before preparing its proposal.

16. SUBSTITUTION FOR NAME BRAND: THIS ITEM IS NOT APPLICABLE TO THIS RFP

17. TAX EXEMPTIONS

The Town is exempt from the payment of federal excise taxes and Connecticut sales and use taxes. Federal Tax Exempt # 06-600-2022.

18. INSURANCE

The successful proposer shall, at its own expense and cost, obtain and keep in force at least the insurance listed in the Insurance Requirements that are a part of this RFP. The Town reserves the right to request from the successful proposer a complete, certified copy of any required insurance policy.

19. PERFORMANCE SECURITY: THIS ITEM IS NOT APPLICABLE TO THIS RFP

20. DELIVERY ARRANGEMENT | THIS ITEM IS NOT APPLICABLE TO THIS RFP

21. AWARD CRITERIA; SELECTION; CONTRACT EXECUTION

All proposals will be publicly opened and read aloud as received on the date, at the time, and at the place identified in this RFP. Proposers may be present at the opening.

The Town reserves the right to correct, after proposer verification, any mistake in a proposal that is a clerical error, such as a price extension, decimal point error or FOB terms. If an error exists in an extension of prices, the unit price shall prevail. In the event of a discrepancy between the price quoted in words and in figures, the words shall control.

The Town reserves the rights to accept all or any part of a proposal, reject all proposals, and waive any informalities or non-material deficiencies in a proposal. The Town also reserves the right, if applicable, to award the purchase of individual items under this RFP to any combination of separate proposals or proposers.

The Town will accept the proposal that, all things considered, the Town determines is in its best interests. Although price will be an important factor, it will not be the only basis for award. Due consideration may also be given to a proposer's experience, references, service, ability to respond promptly to requests, past performance, and other criteria relevant to the Town's interests, including compliance with the procedural requirements stated in this RFP.

The Town will not award the proposal to any business that or person who is in arrears or in default to the Town with regard to any tax, debt, contract, security, or any other obligation.

The Town will select the proposal that it deems to be in the Town's best interest and issue a Preliminary Notice of Award to the successful proposer. The award may be subject to further discussions with the proposer. The making of a preliminary award to a proposer does not provide the proposer with any rights and does not impose upon the Town any obligations. The Town is free to withdraw a preliminary award at any time and for any reason. A proposer has rights, and the Town has obligations, only if and when a Contract is executed by the Town and the proposer.

If the proposer does not execute the Contract within ten (10) business days of the date of the Preliminary Notice of Award, unless extended by the Town, the Town may call any proposal security provided by the proposer and may enter into discussions with another proposer.

The Town will post the Preliminary Notice of Award and related information on its website, www.townofkillingworth.com under "Public Notices, RFPs and bids" The Preliminary Notice of Award and Contract Execution dates in Section 3's Key Dates are anticipated, not certain, dates.

22. AFFIRMATIVE ACTION, AND EQUAL OPPORTUNITY

Each proposer must submit a completed Proposer's Certification Concerning Equal Employment Opportunities and Affirmative Action Policy form included with this RFP. Proposers with fewer than ten (10) employees should indicate that fact on the form and return the form with their proposals.

23. NONRESIDENT REAL PROPERTY CONTRACTORS: THIS ITEM IS NOT APPLICABLE TO THIS RFP

24. COMPLIANCE WITH IMMIGRATION LAWS

By submitting a proposal, each proposer confirms that it has complied, and during the term of the Contract will comply, with the Immigration Reform and Control Act ("IRCA") and that each person it provides under the Contract will at all times be authorized for employment in the United States of America. Each proposer confirms that it has a properly completed Employment Eligibility Verification, Form I-9, for each person who will be assigned under the Contract and that it will require each subcontractor, if any, to confirm that it has a properly completed Form I-9 for

each person who will be assigned under the Contract.

The successful proposer shall defend, indemnify, and hold harmless the Town, its employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the "Town Indemnified Parties"), against any and all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses or expenses, including fines, penalties, punitive damages, attorney's fees and costs, brought or assessed against, or incurred by, the Town Indemnified Parties related to or arising from the obligations under IRCA imposed upon the successful proposer or its subcontractor. The successful proposer shall also be required to pay any and all attorney's fees and costs incurred by the Town Indemnified Parties in enforcing any of the successful proposer's obligations under this provision, whether or not a lawsuit or other proceeding is commenced, which obligations shall survive the termination or expiration of the Contract. :

25. NON COLLUSION AFFIDAVIT

Each proposer shall submit a completed Proposer's Non Collusion Affidavit that is part of this RFP.

26. CONTRACT TERMS

The following provisions will be mandatory terms of the Town's Contract with the successful proposer. If a proposer is unwilling or unable to meet any of these Contract Terms, the proposer must disclose that inability or unwillingness in its Proposal Form (see Section 11 of these Standard Instructions to Proposers):

A. DEFENSE, HOLD HARMLESS AND INDEMNIFICATION

The successful proposer agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Town, its employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the "Town Indemnified Parties"), from and against all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses or expenses, including attorney's fees, arising out of or relating, directly or indirectly, to the successful proposer's malfeasance, misconduct, negligence or failure to meet its obligations under the RFP or the Contract. The successful proposer's obligations under this section shall not be limited in any way by any limitation on the amount or type of the successful proposer's insurance. Nothing in this section shall obligate the successful proposer to indemnify the Town Indemnified Parties against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of the Town Indemnified Parties.

In any and all claims against the Town Indemnified Parties made or brought by any employee of the successful proposer, or anyone directly or indirectly employed or contracted with by the successful proposer, or anyone for whose acts or omissions the successful proposer is or may be liable, the successful proposer's obligations under this section shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by the successful proposer under workers' compensation acts, disability benefit acts, or other employee benefits acts.

The successful proposer shall also be required to pay any and all attorney's fees incurred by the Town Indemnified Parties in enforcing any of the successful proposer's obligations under this section, which

obligations shall survive the termination or expiration of this RFP and the Contract.

As a municipal agency of the State of Connecticut, the Town will NOT defend, indemnify, or hold harmless the successful proposer.

B. ADVERTISING

The successful proposer shall not name the Town in its advertising, news releases, or promotional efforts without the Town's prior written approval. If it chooses, the successful proposer may list the Town in a Statement of References or similar document required as part of its response to a public procurement. The Town's permission to the successful proposer to do so is not a statement about the quality of the successful proposer's work or the Town's endorsement of the successful proposer.

W-9 FORM

The successful proposer must provide the Town with a completed W-9 form before Contract execution.

D. PAYMENTS

Proposers are encouraged to offer discounts for early payment. All other payments are to be made 30 days after the appropriate Town employee receives and approves the invoice, unless otherwise specified in the Specifications.

Each payment application or invoice shall be accompanied by a statement showing the status of all pending change orders, pending change directives and approved changes to the Contract. Such statement shall identify the pending change orders and pending change directives, and shall include the date such change orders and change directives were initiated, additional cost and/or time associated with their performance and a description of any work completed. The successful proposer shall require each of its subcontractors and suppliers to include a similar statement with each of their payment applications or invoices.

E. TOWN INSPECTION OF WORK The Town may inspect the successful proposer's work at all reasonable times. This right of inspection is solely for the Town's benefit and does not transfer to the Town the responsibility for discovering patent or latent defects. The successful proposer has the sole and exclusive responsibility for performing in accordance with the Contract.

F. REJECTED WORK OR MATERIALS The successful proposer, at its sole cost and expense, shall remove from the Town's property rejected items, commodities and/or work within 48 hours of the Town's notice of rejection. Immediate removal may be required when safety or health issues are present.

G. MAINTENANCE AND AVAILABILITY OF RECORDS

The successful proposer shall maintain all records related to the work described in the RFP for a period of five (5) years after final payment under the Contract or until all pending Town, state and federal audits are completed, whichever is later. Such records shall be available for examination and audit by Town, state and federal representatives during that time.

H. SUBCONTRACTING

Prior to entering into any subcontract agreement(s) for the work described in the Contract, the successful proposer shall provide the Town with written notice of the identity (full legal name, street address, mailing address (if different from street address), and telephone number) of each proposed subcontractor. The Town shall have the right to object to any proposed subcontractor by providing the successful proposer with written notice thereof within seven (7) business days of receipt of all required information about the proposed subcontractor. If the Town objects to a proposed subcontractor, the successful proposer shall not use that subcontractor for any portion of the work described in the Contract.

I. PREVAILING WAGES: THIS ITEM IS NOT APPLICABLE TO THIS RFP

J. PREFERENCES THIS ITEM IS NOT APPLICABLE TO THIS RFP

K. WORKERS COMPENSATION

Prior to Contract execution, the Town will require the tentative successful proposer to provide a current statement from the State Treasurer that, to the best of her knowledge and belief, as of the date of the statement, the tentative successful proposer was not liable to the State for any workers' compensation payments made pursuant to Conn. Gen. Stat. § 31-355.

L. SAFETY THIS ITEM IS NOT APPLICABLE TO THIS RFP

M. COMPLIANCE WITH LAWS

The successful proposer shall comply with all applicable laws, regulations, ordinances, codes and orders of the United States, the State of Connecticut and the Town related to its proposal and the performance of the work described in the Contract.

N. LICENSES AND PERMITS THIS ITEM IS NOT APPLICABLE TO THIS RFP

O. CESSATION OF BUSINESS/BANKRUPTCY/RECEIVERSHIP

If the successful proposer ceases to exist, dissolves as a business entity, ceases to operate, files a petition or proceeding under any bankruptcy or insolvency laws or has such a petition or proceeding filed against it, the Town has the right to terminate the Contract effective immediately. In that event, the Town reserves the right, in its sole discretion as it deems appropriate and without prior notice to the successful proposer, to make arrangements with another person or business entity to provide the services described in the Contract.

P. AMENDMENTS

The Contract may not be altered or amended except by the written agreement of both parties.

Q. ENTIRE AGREEMENT

the parties are not, and shall not be, bound by any stipulations, representations, agreements or promises, oral or It is expressly understood and agreed that the Contract contains the entire agreement between the parties, and that otherwise, not printed or inserted in the Contract or its attached exhibits.

R. VALIDITY

The invalidity of one or more of the phrases, sentences or clauses contained in the Contract shall not affect the remaining portions so long as the material purposes of the Contract can be determined and effectuated.

S. CONNECTICUT LAW AND COURTS

The Contract shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Connecticut, and the parties irrevocably submit in any suit, action or proceeding arising out of the Contract to the jurisdiction of the United States District Court for the District of Connecticut or of any court of the State of Connecticut, as applicable.

T. NON-EMPLOYMENT RELATIONSHIP

The Town and the successful proposer are independent parties. Nothing contained in the Contract shall create, or be construed or deemed as creating, the relationships of principal and agent, partnership, joint venture, employer and employee, and/or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms and conditions of the Contract. The successful proposer understands and agrees that it is not entitled to employee benefits, including but not limited to workers compensation and employment insurance coverage, and disability. The successful proposer shall be solely responsible for any applicable taxes.

END OF STANDARD INSTRUCTIONS TO PROPOSERS

TOWN OF KILLINGWORTH, CONNECTICUT
Proposal Number: 2022 -06

SPECIFICATIONS

1.0 Introduction

The **Town of Killingworth** located at 323 RT 81, Killingworth CT is seeking proposals for **Custodial Services** for its municipal facilities. All work shall be performed in accordance with this Request for Proposal and all applicable State and Federal Regulations. These facilities will include the following building and/or areas:

- The Town Hall
- The Emergency Operations Center
- The Highway Department Building (excluding garage vehicle/mechanic space)
- The Center School House
- The Station 1 Firehouse

The term of this contract shall be for one (1) year with the option to renew annually for up to five (5) years.

2.0 General

The Town of Killingworth wants to maintain a clean and healthy environment in all of their facilities in a manner that ensures the safety and health of the public and staff. The Town of Killingworth buildings are of various types of construction ranging from former residential space to industrial and commercial grade construction.

3.0 Hours of Operation

Town Hall is open during the following hours:

Monday through Wednesday: 8:00 am until 4:00 pm

Thursday: 8:00 am until 7:00 pm

Friday: 8:00 am until 12:00 pm

During these periods there will be access to all municipal buildings however special scheduling may be required for access to certain areas due the nature of the activity (e.g. Fire Stations, Residential State Trooper).

The following are scheduled town Holidays when facilities are closed:

New Years

Martin Luther King Jr Birthday

President's Day
Lincoln's Birthday
Good Friday
Memorial Day
Juneteenth
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Friday, November 25
Christmas Day
One floating holiday

4.0 Services to be Provided

Custodial Services shall include routine cleaning of the following in all buildings:

- All lavatories
- All Offices
- Corridors/Lobbies
- Kitchens/Break Areas
- Meeting Rooms

Services shall include all labor, cleaning products, tools and supplies.

5.0 Proposal and Deliverables

A meeting and facility walkthrough will be conducted with all bidders in order to assess facility requirements as basis for their proposal. Proposal shall provide company background and specific expertise directly related to service requirements. Proposal shall include a detailed list of specific cleaning requirements, staffing & routines and schedule of frequency of service (Schedule/Matrix). Cost and service schedules shall be broken out by building. Proposals shall also include a detailed list of all chemicals and equipment to be used (including SDS documentation).

Each proposer is responsible for checking the Town's website to determine if the Town has issued any addenda and, if so, to complete its proposal in accordance with the RFP as modified by the addenda.

Il consumable products such as paper towels, toilet paper, soaps, etc. shall be provided by the custodial service. These shall be maintained and replenished at appropriate frequencies as to insure sufficient supply is maintained at all times.

While some limited space shall be made available at each facility for service equipment and supplies, generally it is preferred that services will be supported from a service vehicle.

In addition to the routine cleaning services described above, deep cleaning service routines shall also be proposed. These shall include but not be limited to such things as carpet cleaning/shampoo, window

washing, high dusting, etc. A proposed frequency of service shall be included with a separate cost by service type included.

Proposals shall also include a breakdown of hourly rates by trade level (e.g. Day Porter, Custodian, Supervisors, etc.). This shall be used for the purposes of special servicing requests by the town should this be desired.

Proposal shall include all basic training received and maintained by staff.

Staff shall be in uniform so as to be readily identifiable. Staff assigned to facilities shall be permanent (except as would be typical for benefit time-off coverage)

Proposals shall include a minimum of three (3) client references.

6.0 Additional Services may consist of the following:

Special Events. Upon the request of the designated town representative, the contractor shall provide custodial services for special events, whether scheduled or unscheduled. These events can be holidays, or any other days designated by the Representative. These special events may require work after the normal work hours or an increase in personnel during normal work hours. In the event special event hours are required, notification will be given to the Project Manager or Working Supervisor in advance. The special event tasks will be on an as required basis at the agreed to price provided as part of contract proposal.

Special events include the set up and break down of events, meetings, conferences both scheduled and unscheduled. These events will be given to the contractor 48 hours in advance, and it is their responsibility to ensure proper staffing and support of these events.

Emergency Cleaning Services. In addition to special events described above, the Contractor shall provide custodial services for unforeseen contingencies such as, but not limited to, major emergency situations, large accidental spills, and similar occurrences requiring a significant amount of unscheduled custodial support. The Town Representative shall order cleaning services through an Emergency request for the appropriate and required work task(s). The Contractor shall begin any ordered emergency work within two hour of notification by the town representative during normal custodial workdays. During normal work hours, the contractor may divert employees, as needed for emergency cleaning services as outlined herein. When the emergency is under control, the contract employees shall resume their normal duties without the contractor incurring liability for neglecting the normal work schedule. Completion schedule shall be determined for each emergency work order. The special and emergency event tasks will be on an as required basis at an agreed to price to be provided as part of contract proposal.

7.0 Applicable Documents.

The Contractor shall comply with all Federal; State; local laws and regulations; industry standards/references.

8.0 Technical Requirements

Physical Security. Access to Town property: Access & Key Control. Keys to all areas where necessary will be issued by the Town Representative to the Contractor after the contract award. The Contractor shall establish and implement methods of preventing the loss or misplacement of keys. Unauthorized utilization of keys may result in the permanent dismissal of that employee from working on this contract. A listing of Contractor employees authorized to utilize keys will be submitted to the Representative within five days prior to start of the contract. This list will be updated by the contractor, if necessary, each month. No keys issued to the Contractor by the Representative shall be duplicated unless specifically authorized by the Representative. In addition the following measure and requirements will be put in place:

- The Contractor shall immediately report to the Representative any occurrences of lost or duplicated keys.
- In the event keys are lost or duplicated, the Contractor may be required upon written direction of the Town Representative, to re-key or replace the affected lock or locks without cost to The Town of Killingworth. The Town Representative may, however, at its option, replace the affected lock or locks or preform re-keying and deduct the cost of such from the monthly payment due the Contractor. If a master key is lost or duplicated, The Representative will replace all locks and keys for that system and the total cost deducted from the monthly payment due the Contractor.
- The contractor shall prohibit the use of keys issued by the Representative by any persons other than the Contractor's employees. Opening of locked areas by Contractor employees to permit entrance of persons other than Contractor employees engaged in performance of contract work requirements in those areas is prohibited.
- When work is performed after normal working hours by contact personnel the Contractor shall instruct his personnel that prior to leaving any area or building they will ascertain that all windows and doors are locked and that all lights have been extinguished, (lights shall be turned off using the wall switches)

Safety and Environmental Protection: The Contractor shall comply with all Federal, State and Local laws, regulations and standards regarding safety and environmental protection including, but not limited to EPA and OSHA regulations pertaining to the handling, storage, use and disposal of hazardous material. The town representative without prior notice may inspect all spaces occupied by the contractor to ensure compliance with this requirement. . In addition the following measure and requirements will be put in place:

- Safety Equipment. The Contractor shall provide all employees with all equipment required to safely accomplish the contract work. This includes, but is not limited to, safety shoes, goggles, gloves, respirators, and hearing protection. The contractor shall ensure use of this safety equipment when needed.
- Clean up. All materials and equipment must be picked up and work areas kept free of hazards. The Contractor shall dispose of rags, mops, brushes, waxes, and other combustible materials used which contain a residue of animal, vegetable, or mineral oils, which are subject to spontaneous combustion. Contract employees shall dispose of materials or store them in accordance with applicable local, state, and federal regulations. Dirty water and

cleaning solution shall not be disposed of outdoors. The Contractor shall keep sanitary at all times, all floors, and fixtures where water is disposed or dispensed.

- Safety Data Sheets (SDS). The Contractor shall submit a list of all hazardous materials proposed for use along with SDS to the town representative prior to bringing the hazardous materials on site.

Routine Custodial Services: The Contractor shall furnish custodial services at the quality standards within this Request for Proposal and as stated in the agreed to Quality Control Plan.

General: The following general QC provisions will be in place:

- Any removable item, such as furniture, equipment and glassware shall be moved so that a thorough job may be accomplished for all operations required. Upon completion of work, all removable items moved shall be returned to its original position. No chairs, wastepaper baskets or other similar items shall be stacked on desks, tables, or windowsills.
- Baseboards, walls, wall base, floor finish, stair risers, furniture and equipment shall not be splashed, disfigured, damaged, or marred during these operations.
- All equipment and supplies shall be stored properly and in designated spaces.
- Weather, traffic, or other conditions, as well during cleaning operations, may demand additional cleaning by the contractor to ensure that the facilities and equipment are clean, neat, and sanitary. Proper precautions shall be taken to advise building occupants of wet/slippery floor conditions. This applies during inclement weather as well as during cleaning operations.
- Contractor shall promptly report to the Representative any fires or hazardous conditions. The Contractor shall submit a Building Report to the Representative for any items in need of repair, including dead lights, leaky faucets, toilet stoppages and malfunctioning dispensers, etc....
- Contractor shall close windows and turn off lights when not in use. Turn in all lost and found articles to the Representative.
- Custodial support will be provided for all areas affected by the occurrence of scheduled events. The Custodial services required after an event will be performed in a timely fashion to ensure the building is maintained at the level of cleanliness assigned.

Floor Care, Stairs Care, Entry Stairs, and Landings services including but not limited to:

- Scrub floors
- Clean walk off mats and move for normal floor care operation and replace when finished
- Damp-mop (hard surface) floors
- Damp-mop stairs and landings
- Spot clean carpets
- Spray-buff/burnish floors
- Sweep/dust-mop floors, stairs, and landings
- Sweep outside steps, ramps, and landings
- Vacuum carpet/straighten furniture

- Wet-mop/auto-scrub floors/flush floor drains

Doors, Windows, Glass, and wall cleaning services including but not limited to:

- Clean entryway doors and windows and interior doors and windows, both sides
- Clean glass and TV Screens
- Clean mirrors
- Clean partitions, walls, and doors
- Clean windows, inside
- Spot-Clean entrance doors and door surrounds (frames, windows)
- Spot-Clean walls and doors
- Spot-Clean walls, partitions, doors and/or vending machines

Dusting and Furniture Care services including but not limited to:

- Clean desks, tables and seating
- Clean telephones – do not wipe computer monitors
- Clean water fountains
- Dust blinds
- Dust flat surfaces, including moldings, window ledges, counters, dryers, furniture, sinks, stoves, or washers
- Vacuum vents and louvers (all floor vents, wall vents, and vents on ceilings included)

Trash, recycling services including but not limited to: The Contractor shall remove all trash and recyclables from the building and place them in the appropriate disposal location.

- Clean trash containers
- Empty waste and recycling containers (to appropriate collection containers)

Washroom services including but not limited to:

- Clean/disinfect toilet bowls and urinals
- Clean sinks
- Clean/disinfect washroom walls, deep clean floors
- Clean washbowls
- Empty waste containers, replace liner if necessary
- Restock air fresheners or deodorizers, paper towels, toilet tissue, baby changer liners and soap. The Contractor shall replace depleted supplies and stock restrooms with sufficient supplies to ensure that the supplies will not run out before they are replenished the next time.

Shower Rooms and Locker Rooms services including but not limited to:

- Clean/disinfect shower room walls, shower fixtures, floors
- Clean drains

9.0 Access to Town Property and Contractor provided equipment and materials

Access to Storage Space: Limited space may be made available at each facility for service equipment and supplies. Generally, it is preferred that services will be supported from a service vehicle.

- Storing of supplies or equipment under stairs, in restrooms and hallways, whether in an open or closed area is prohibited. Custodial closets, where available, are for storage of equipment, including clean mop heads, brooms, dust cloths and other custodial related items. Any existing equipment, such as clothes lockers, tables, benches, chairs, etc., placed within the designated custodial space by the Representative may be used by the contractor during the term of the contract, provided authorization is obtained from the town representative.

Access to Town Utility: The Contractor shall have access to Town owned utilities to perform the work specified within the RFP without charge.

Contractor Furnished Items and Services: The Contractor shall furnish everything needed to perform this contract according to all its terms. The following will be provided:

- Paper products, consumables, chemicals, and equipment
- Contractor will be responsible for retraining current contractor employees yearly and training of all new contractor employees on safety and proper use of chemicals and equipment.

10.0 Required Program Records and Documents:

Deliverables	Frequency	Number of Copies and to Whom	Date Required
Names and Phone Numbers of Contract Manager and Alternate	As Updated	One – Town Representative	No later than 5 days after contract award
Proof of Staff Criminal Background Completion	Annually or As Updated	One – Town Representative	No later than 5 days after contract award
Quality Control Plan	As Updated	One – Town Representative	No later than 5 days after contract award
Certificate of Insurance	Annually	One – Town Representative	No later than 5 days after contract award
Assignment of Keys	As Updated	One – Town Representative	5 days prior to start of contract
SDS	As Updated	One – Town Representative	5 days prior to start of contract

11.0 Personnel Requirements/Qualifications:

Contract Manager

The Contractor shall provide a Contract Manager or Working Supervisor who shall be responsible for the performance of work. The Contract Manager or Working Supervisor shall be experienced in the Custodial Services similar to the services required at Town Buildings.

The Contract Manager or alternate shall have full authority to act for the Contractor on all contract matters relating to daily operation of this contract.

The Contract Manager or alternate shall be available during normal duty hours within one hour to meet at the facilities with the Representative to discuss problem areas. After normal duty hours, the manager or alternate shall be available within 2 hours.

The Contract Manager shall conduct monthly inspections with the Representative or individually based on an agreed schedule.

The working supervisor shall be fully capable of supervising all other Contractor employees and be responsible for ensuring the completion of all work assignments and required services as specified and/or directed under the terms of the contract.

In addition, the working supervisor shall conduct overall coordination; shall receive notices, reports, or requests from the town representative.

Contractor Employees

The Contractor shall not employ persons for work on this contract if such employee is considered by the town representative to be a potential threat to the health, safety, security, general well-being or operational mission of the facilities and its occupants. Any contracted employee must have received and passed a criminal background check before starting work at any Town Facility and proof must be provided to the town representative five days prior to the start of the contract and updated yearly.

Contractor personnel shall wear a distinctive uniform for ready identification. The uniform shall have the Contractor's name, easily identifiable, affixed thereon in a permanent manner. Full uniform is not required; a uniform shirt is considered minimum for this requirement. Contract personnel performing work under this contract shall wear attire appropriate for the specific task. They shall present a clean and professional appearance. Contractor shall provide complete background checks on all personnel performing work under this contract and shall provide proof of completion and requalification yearly. All contract employees must be able to communicate in English both orally and written.

The Contractor shall not employ any person who is an employee of The Town of Killingworth if that person would create a conflict of interest.

Security

The Contractor, or any representative of the contractor, and all Contract employees entering Town property, shall abide by all security regulations of this facility, which may be in effect

during the contract period; and shall be subject to such checks as may be deemed necessary to ensure that no violations occur.

Neither the Contractor nor any Contractor employees shall possess, distribute, consume, use, any controlled substance or alcohol on the job site, unless the employee is taking the substance under the supervision of a licensed physician. Neither shall the contractor nor any Contractor employees remain on the job site if under the influence of the above-mentioned substance unless under the supervision of a licensed physician. Any Contractor or Contractor employee in violation of this section will be permanently prohibited from all Town property. Actions taken under this section shall not relieve the Contractor of the requirement to provide sufficient personnel to perform adequate and timely service as required in this RFP.

Any Contractor-owned vehicle(s) used must meet established State and Town Regulations (e.g., safety, insurance, etc.). All vehicles will be identified with the Contractor's logo to facilitate easy identification.

All Contractor personnel shall possess the proper employee/vehicle identification. Contractor personnel shall not remove any Town equipment or supplies, from the premises.

12.0 Contractor Quality Control (QC) Requirements:

Contractor QC Plan (QCP): The Contractor shall develop and maintain a QC plan delineating the Contractor's QA program/inspection system to monitor and control their performance of services. The QCP shall be submitted for review and approval to the Representative with the original proposal.

QC Program/Inspection System: The QC system shall encompass all functions of the contract. It must specify areas to be inspected on either a schedule or unscheduled basis with the title of the individual conducting the inspection.

The Contractor shall develop and implement quality control procedures addressing the areas identified in the RFP herein and implement procedures to identify, prevent, and ensure non-recurrence of defective services.

The QC program/inspection system shall be designed to keep the Contractor's management and Representative informed of all issues affecting quality to include timely and effective corrective actions.

The QC records shall, in part consist of checklists of inspections and shall indicate the nature, frequency and number of observations made, the number and type of deficiencies found, and the nature of corrective action taken as appropriate.

13.0 Town of Killingworth Monitoring Requirements:

The town representative is responsible for representing the town for all facets of technical requirements. The representative, may from time to time, observe the Contractor's operations.

However, the town representative may not interfere with contractor work performance. If discrepancies are discovered as a result to the periodic inspections, or any other means, the town representative will communicate them to the Contractor and follow up to ensure nonconformance are corrected.

END OF SPECIFICATIONS

TOWN OF KILLINGWORTH, CONNECTICUT

Proposal Number: 2022-05

**INSURANCE REQUIREMENTS FOR
CUSTODIAL SERVICES FOR KILLINGWORTH TOWN FACILITIES**

The Proposer must provide a Certificate of Insurance upon execution of the contract with the Town of Killingworth with the following limits:

Commercial General Liability:	\$1,000,000
Auto Liability:	\$1,000,000
Excess/Umbrella:	\$5,000,000
Workers' Compensation:	statutory limits
Employers Liability:	\$1,000,000

Town of Killingworth must be named as additional insured.

END OF INSURANCE REQUIREMENTS

TOWN OF KILLINGWORTH, CONNECTICUT

Proposal Number: 2022-05

BID FORM

CUSTODIAL SERVICES FOR KILLINGWORTH TOWN FACILITIES

PROPOSER'S FULL LEGAL NAME: _____

To provide the products and/or services specified in, and upon the terms and conditions of, the

RFP for the total sum of: _____/100 Dollars

(\$ _____)

(write out in words)

ACKNOWLEDGMENT

In submitting this Proposal Form, the undersigned proposer acknowledges that the price(s) include all labor, materials, transportation, hauling, overhead, fees and insurances, bonds or letters of credit, profit, security, permits and licenses, and all other costs to cover the completed work called for in the RFP. Except as otherwise expressly stated in the RFP, no additional payment of any kind will be made for work accomplished under the price(s) as proposed.

REQUIRED DISCLOSURES

1. Exceptions to or Modifications or Clarifications of the RFP

_____ This proposal does not take exception to or seek to modify or clarify any requirement of the RFP, including but not only any of the Contract Terms set forth in Section 26 of the Standard Instructions to Proposers.

OR

_____ This proposal takes exception(s) to or seeks to modify or clarify certain of the RFP requirements, including but not only the following Contract Terms set forth in Section 26 of the Standard Instructions to Proposers. **Attached is a sheet fully describing each such exception.**

2. State Debarment List

Is the proposer on the State of Connecticut's Debarment List?

_____ Yes

_____ No

3. Occupational Safety and Health Law Violations

Has the proposer or any firm, corporation, partnership or association in which it has an interest (1) been cited for three (3) or more willful or serious violations of any occupational safety and health act or of any standard, order or regulation promulgated pursuant to such act, during the three-year period preceding the proposal (provided such violations were cited in accordance with the provisions of any state occupational safety and health act or the Occupational Safety and Health Act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following appeal to the appropriate agency or court having jurisdiction) or (2) received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the proposal?

_____ Yes

_____ No

If "yes," attach a sheet fully describing each such matter.

4. Arbitration/Litigation

Has either the proposer or any of its principals (regardless of place of employment) been involved for the most recent ten (10) years in any pending or resolved arbitration or litigation?

_____ Yes

_____ No

If "yes," attach a sheet fully describing each such matter.

5. Criminal Proceedings

Has the proposer or any of its principals (regardless of place of employment) ever been the subject of any criminal proceedings?

_____ Yes

_____ No

If "yes," attach a sheet fully describing each such matter.

6. Ethics and Offenses in Public Projects or Contracts

Has either the proposer or any of its principals (regardless of place of employment) ever been found to have violated any state or local ethics law, regulation, ordinance, code, policy or standard, or to have committed any other offense arising out of the submission of proposals or bids or the performance of work on public works projects or contracts?

_____ Yes

_____ No

If "yes," attach a sheet fully describing each such matter.

NOTE: THIS DOCUMENT, IN ORDER TO BE CONSIDERED A VALID PROPOSAL, MUST BE SIGNED BY A PRINCIPAL OFFICER OR OWNER OF THE BUSINESS ENTITY THAT IS SUBMITTING THE PROPOSAL. SUCH SIGNATURE CONSTITUTES THE PROPOSER'S REPRESENTATIONS THAT IT HAS READ, UNDERSTOOD AND FULLY ACCEPTED EACH AND EVERY PROVISION OF EACH DOCUMENT COMPOSING THE RFP, UNLESS AN EXCEPTION IS DESCRIBED ABOVE.

BY: _____

TITLE: _____

(SIGNATURE)

(PRINT NAME)

DATE: _____

END OF PROPOSAL FORM

TOWN OF KILLINGWORTH, CONNECTICUT

Proposal Number: 2022-05

**PROPOSER'S LEGAL STATUS DISCLOSURE FOR
CUSTODIAL SERVICES FOR KILLINGWORTH TOWN FACILITIES**

Please fully complete the applicable section below, attaching a separate sheet if you need additional space.

For purposes of this disclosure, "permanent place of business" means an office continuously maintained, occupied, and used by the proposer's regular employees regularly in attendance to carry on the proposer's business in the proposer's own name. An office maintained, occupied, and used by a proposer only for the duration of a contract will not be considered a permanent place of business. An office maintained, occupied, and used by a person affiliated with a proposer will not be considered a permanent place of business of the proposer.

IF A SOLELY OWNED BUSINESS:

Proposer's Full Legal Name _____

Street Address _____

Mailing Address (if different from Street Address) _____

Owner's Full Legal Name _____

Number of years engaged in business under sole proprietor or trade name _____

Does the proposer have a "permanent place of business" in Connecticut, as defined above?

_____ Yes

_____ No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

IF A CORPORATION:

Proposer's Full Legal Name _____

Street Address _____

Mailing Address (if different from Street Address) _____

Owner's Full Legal Name _____

Number of years engaged in business _____

Names of Current Officers

President

Secretary

Chief Financial Officer

Does the proposer have a "permanent place of business" in Connecticut, as defined above?

_____ Yes _____ No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

IF A LIMITED LIABILITY COMPANY:

Proposer's Full Legal Name _____

Street Address _____

Mailing Address (if different from Street Address) _____

Owner's Full Legal Name _____

Number of years engaged in business _____

Names of Current Manager(s) and Member(s)

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

Does the proposer have a "permanent place of business" in Connecticut, as defined above?

_____ Yes _____ No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

IF A PARTNERSHIP:

Proposer's Full Legal Name _____

Street Address _____

Mailing Address _____
(if different from Street Address)

Owner's Full Legal Name _____

Number of years engaged in business _____

Names of Current Partners

Name & Title (if any)	Residential Address (street only)
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_____	_____
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_____	_____
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_____	_____
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Does the proposer have a "permanent place of business" in Connecticut, as defined above?

_____ Yes _____ No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

Legal Name of Proposer _____

Signature: _____
Proposer's Representative, Duly Authorized

Name of Proposer's Authorized Representative: _____

Title of Proposer's Authorized Representative : _____

Date: _____

END OF LEGAL STATUS DISCLOSURE FORM

**TOWN OF KILLINGWORTH, CONNECTICUT
PROPOSAL # 2022-05**

**PROPOSER'S CERTIFICATION
Concerning Equal Employment Opportunities And Affirmative Action Policy for**

I/we, the proposer, certify that:

- 1) I/we are in compliance with the equal opportunity clause as set forth in Connecticut state law (Executive Order No. Three, <http://www.cslib.org/exeorder3.htm>).
- 2) I/we do not maintain segregated facilities.
- 3) I/we have filed all required employer's information reports.
- 4) I/we have developed and maintain written affirmative action programs.
- 5) I/we list job openings with federal and state employment services.
- 6) I/we attempt to employ and advance in employment qualified handicapped individuals.
- 7) I/we are in compliance with the Americans with Disabilities Act.
- 8) I/we (check one):

_____ have an Affirmative Action Program, or

_____ employ 10 people or fewer.

Legal Name of Proposer _____

Signature: _____
Proposer's Representative, Duly Authorized

Name of Proposer's Authorized Representative: _____

Title of Proposer's Authorized Representative : _____

Date: _____

**TOWN OF KILLINGWORTH, CONNECTICUT
Proposal Number: 2022-05**

PROPOSER'S NON COLLUSION AFFIDAVIT FOR

The undersigned proposer, having fully informed himself/herself/itself regarding the accuracy of the statements made herein, certifies that:

- (1) the proposal is genuine; it is not a collusive or sham proposal;
- (2) the proposer developed the proposal independently and submitted it without collusion with, and without any agreement, understanding, communication or planned common course of action with, any other person or entity designed to limit independent competition;
- (3) the proposer, its employees and agents have not communicated the contents of the proposal to any person not an employee or agent of the proposer and will not communicate the proposal to any such person prior to the official opening of the proposal; and
- (4) no elected or appointed official or other officer or employee of the Town of Killingworth is directly or indirectly interested in the proposer's proposal, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

The undersigned proposer further certifies that this affidavit is executed for the purpose of inducing the Town of Killingworth to consider its proposal and make an award in accordance therewith.

Legal Name of Proposer _____

Signature: _____
Proposer's Representative, Duly Authorized

Name of Proposer's Authorized Representative: _____

Title of Proposer's Authorized Representative: _____

Date: _____

Subscribed and sworn to before me this _____ day of _____, 20____.

_____ Notary Public
My Commission Expires:

Proposal Number: 2022 -03

CUSTODIAL SERVICES FOR KILLINGWORTH TOWN FACILITIES

PROPOSER'S STATEMENT OF REFERENCES

Provide at least three (3) references:

1. BUSINESS NAME _____

ADDRESS _____

CITY, STATE _____

TELEPHONE: _____

INDIVIDUAL CONTACT NAME AND POSITION : _____

EMAIL ADDRESS: _____

2. BUSINESS NAME _____

ADDRESS _____

CITY, STATE _____

TELEPHONE: _____

INDIVIDUAL CONTACT NAME AND POSITION : _____

EMAIL ADDRESS: _____

3. BUSINESS NAME _____

ADDRESS _____

CITY, STATE _____

TELEPHONE: _____

INDIVIDUAL CONTACT NAME AND POSITION : _____

EMAIL ADDRESS: _____

END OF STATEMENT OF REFERENCES

TOWN OF KILLINGWORTH, CONNECTICUT
Proposal Number: 2022-05

**SAMPLE CONTRACT FOR
CUSTODIAL SERVICES FOR KILLINGWORTH TOWN FACILITIES**

This Contract is made as of the ____ day of _____, 20__ (the "Effective Date"), by and between the Town of Killingworth, Connecticut, a municipal corporation organized and existing under the laws of the State of Connecticut (the "Town"), and *[name and address of successful proposer]* (the "Contracting Party").

RECITALS:

WHEREAS, the Town has issued a Request for Proposals for CUSTODIAL SERVICES FOR KILLINGWORTH TOWN FACILITIES (the "RFP"), a copy of which, along with any addenda, is attached as Exhibit A;

WHEREAS, the Contracting Party submitted a proposal to the Town dated _____ (the "Proposal"), a copy of which is attached as Exhibit B;

WHEREAS, the Town has selected the Contracting Party to perform the Work (as defined in Section 1 below); and

WHEREAS, the Town and the Contracting Party desire to enter into a formal contract for the performance of the Work.

NOW THEREFORE, in consideration of the recitals set forth above and the parties' mutual promises and obligations contained below, the parties agree as follows:

1. Work: The Contracting Party agrees to perform the Work described more fully in the attached Exhibits A and B (collectively, the "Work").

The Contracting Party also agrees to comply with all of the terms and conditions set forth herein and in the RFP, including but not only all of the terms set forth in Section 26 (the "Contract Terms") of the Standard Instructions to Bidders.

2. Term: *[]*

3. Contract Includes Exhibits; Order of Construction: The Contract includes the RFP (Exhibit A) and the Proposal (Exhibit B), which are made a part hereof. In the event of a conflict or inconsistency between or among this document, the RFP, and the Proposal, this document shall have the highest priority, the RFP the second priority, and the Proposal the third priority.

4. Price and Payment: *[placeholder]*

5. Right to Terminate: If the Contracting Party's fails to comply with any of the terms, provisions or conditions of the Contract, including the exhibits, the Town shall have the right, in addition to all other available remedies, to declare the Contract in default and, therefore, to terminate it and to resubmit the subject matter of the Contract to further public procurement. In that event, the Contracting Party shall pay the Town, as liquidated damages, the amount of any excess of the price of the new contract over the Contract price provided for herein, plus any legal or other costs or expenses incurred by the Town in terminating this Contract and securing a new contracting party.

6. No Waiver or Estoppel: Either party's failure to insist upon the strict performance by the other of any of the terms, provisions and conditions of the Contract shall not be a waiver or create an estoppel. Notwithstanding any such failure, each party shall have the right thereafter to insist upon the other party's strict performance, and neither party shall be relieved of such obligation because of the other party's failure to comply with or otherwise to enforce or to seek to enforce any of the terms, provisions and conditions hereof.

7. Notice: Any notices provided for hereunder shall be given to the parties in writing (which may be hardcopy,

facsimile, or e-mail) and shall be effective upon receipt at their respective addresses set forth below:

If to the Town:

Nancy Gorski, First Selectman
Town of Killingworth
323 Route 81
Killingworth, CT 06419
E-mail firstselectman@townofkillingworth.com
Fax 860-663-3305

If to the Contracting Party:

*[name
Address
e-mail
fax]*

8. Execution: This Contract may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered (including delivery by facsimile) to each of the parties.

IN WITNESS THEREOF, the parties have executed this contract as of the last date signed below.

TOWN OF KILLINGWORTH

By _____ Name: NANCY GORSKI
Its [First Selectman](#), Duly Authorized

Date: _____

[CONTRACTING PARTY LEGAL NAME]

By _____

Its _____, Duly Authorized

Date: _____

: