



Department of Economic and
Community Development



**The State of Connecticut
Department of Economic & Community Development**

Request for Proposal

For

Janitorial and Maintenance Services

RFP Number: ECD121819

Key Dates:

Questions Due: 12/23/2019

RFP Submission Deadline: 12/26/2019

REQUEST FOR PROPOSALS

Janitorial and Maintenance Services

I. PURPOSE

The State of Connecticut, Department of Economic and Community Development (hereinafter State) is soliciting proposals for...

II. SCOPE OF SERVICES AND/OR ITEMS REQUIRED

The Contractor shall provide custodial services as described in this Exhibit A (the "Services") for the Department of Economic and Community Development to service the Westbrook Rest Area located at Interstate Route 95 Northbound, between exits 65 and 66 (the "Facility").

- A. Provide the following
 - 1. Vendor company information
Contact information
 - 2. Detailed quote with proposed scope of services
 - 3. Proposed budget

III. CONTRACT PERIOD

The State anticipates that the successful proposer will commence work on 12/28/2019 and continue until 6/30/2021. The contract may, upon mutual consent, be extended.

IV. SUBMISSION DEADLINE

The due date for proposals is 4:00 P.M. DATE 12/26/2019.
Please email all proposals to rosemary.bove@ct.gov (Only emailed proposals will be accepted)
Late submissions will not be accepted.

No additions or changes to the original proposal will be allowed after submittal. While changes are not permitted, clarification of proposals may be required by the State at the proposer's sole cost and expense.

V. RFP PROCEDURES

- A. *Official State Contact.* The State contact person for the purpose of this RFP is:

Attention: Rosemary Bove (EMAIL ONLY)
Department of Economic and Community Development
450 Columbus Blvd, Suite 5
Hartford, Connecticut 06103
Email: rosemary.bove@ct.gov

- B.** *All communications with the State.* Regarding this RFP must be directed to contact Rosemary Bove (rosemary.bove@ct.gov)
- C.** *Proposer Information.* The proposal must contain the official name, address and phone number of the proposer, the principal contact person for the proposal, and the name and signature of the person (or persons) authorized to execute contracts.
- D.** *Communications Notice.* All communications with the State or any person representing the State concerning this RFP are strictly prohibited, except as permitted by this RFP. Any violation of this prohibition by proposers or their representatives will result in disqualification.
- E.** *Inquiry Procedures.* All questions regarding this RFP and submission requirements must be directed to Rosemary Bove by 4:00 P.M. – Date 12/23/2019.
- F.** *Revisions to the RFP.* Only written modifications to this RFP issued in the form of one or more addenda will be considered to be alterations to this RFP. Oral comments are not binding. An Addendum may be issued by DECD for any revisions, modifications, clarifications or alterations to the RFP.
- G.** The winning bidder will be posted on the DAS Contracting Portal, and the Award certificate will be sent to the winning bidder via email.

VII. EVALUATION CRITERIA

All proposals will be evaluated using the following criteria:

1. Experience and Capacity
2. Timeliness to Initiate Service Provision – Provide a project plan with timelines showing when the respondent can begin providing the proposed scope of work.
3. Budget – The cost of performing the proposed scope of work (fee proposal)

Proposals submitted in response to this RFP will be evaluated based the quality and the reasonableness of the responses for each item above.

VIII. EVALUATION PROCESS

A screening committee will review all proposals. Proposals will be forward to the screening committee which will evaluate the proposals based on the weighted award criteria described above and shall decide which respondent(s) will seek to negotiate and ultimately contract with, if any.

IX. ERRORS

If a respondent discovers an error after submitting its response, but prior to the response

submission deadline, the respondent may request that the response be withdrawn. This request must be submitted in writing or emailed. If the request is approved, the respondent may submit a revised response as long as it is received prior to the response submission deadline.

No alterations or corrections to the responses are permitted after the responses are opened. If an error is discovered after the response opening but before contract award, the respondent may request that its response be withdrawn. An officer or authorized representative of the firm must submit this request in writing. The decision to permit withdrawal of the response will be at the discretion of the Commissioner.

X. SUBCONTRACTING OR ASSIGNMENT

Subcontracting is not allowed under this Contract with the exception of mats in accordance with CGS § 17b-656.

XI. CONDITIONS

Any prospective Administrator must be willing to adhere to the following conditions and must positively certify to adhere to them in its proposal:

1. **Acceptances or Rejection by the State.** The State reserves the right to accept or reject any or all proposals submitted for consideration under this RFP.
2. **Conformance with Statutes.** Any contract awarded as a result of this RFP must be in full conformance with statutory requirements of the State of Connecticut and the Federal Government.
3. **Ownership of Proposals.** All materials are considered public information with the exception of personal and financial information. Following the execution of one or more contracts in connection with this RFP, proposals will be available for review upon request. All proposals in response to this RFP will be the sole property of the State and subject to the provisions of Connecticut's Freedom of Information Act, CGS §1-200 et seq.
4. **Ownership of Subsequent Products.** Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP will be sole property of the State unless stated otherwise in the contract.
5. **Timing and Sequence.** Timing and sequence of events resulting from this RFP will ultimately be determined by the State.
6. **Stability of Proposed Prices.** Any price offerings must be valid for a period of 90 days from the due date of the proposals.
7. **Oral Agreements.** No contract, unless it shall be in writing, executed by an authorized representative of DECD following the obtaining of all necessary approvals and in accordance with all applicable law, shall be binding on DECD. No oral agreement or arrangement made with DECD or any DECD employee shall be binding on DECD.
8. **Amending or Canceling Requests.** The State reserves the right to amend or cancel this RFP.
9. **Rejection for Default or Misrepresentation.** The State reserves the right to reject any proposal if any proposed subcontractor is in the default of any prior contract with the state or for any misrepresentation.
10. **State's Clerical Errors in Awards.** The State reserves the right to correct inaccurate awards resulting from its clerical errors.
11. **Rejection of Qualified Proposals.** Proposals are subject to rejection in whole or in part if they limit or modify any of the terms, conditions and/or specifications of this RFP.

12. **Presentation of Supporting Evidence.** Any respondent, if requested, must be prepared to present evidence of experience, ability, service capacity, and financial standing.
13. **Changes to Proposal.** Except as otherwise permitted by DECD, no additions or changes to a proposal will be allowed after submittal.
14. **Collusion.** By responding, the respondent implicitly states that its proposal is not made in connection with any competing respondent submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud. It is further implied that the respondent did not participate in the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no employee of DECD participated directly or indirectly in the respondent's proposal preparation.

15. Termination.

- (a) Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may Terminate the Contract whenever the Agency makes a written determination that such Termination is in the best interests of the State. The Agency shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.
- (b) Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.
- (c) The Agency shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the Agency for purposes of correspondence, or by hand delivery. Upon receiving the notice from the Agency, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Agency all Records. The Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
- (d) Upon receipt of a written notice of Termination from the Agency, the Contractor shall cease operations as the Agency directs in the notice, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which the Agency directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
- (e) The Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Agency in accordance with Exhibit A, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to

complete. However, the Contractor is not entitled to receive and the Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the Agency, the Contractor shall assign to the Agency, or any replacement contractor which the Agency designates, all subcontracts, purchase orders and other commitments, deliver to the Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as the Agency may request.

- (f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, the Agency may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.
- (g) Upon Termination of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.
- (h) Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by the Agency.

XII. CONFLICT OF DOCUMENTS

Should any of the terms of any documents connected to the offer, acceptance, supply of goods, performance of services, and/or any verbal representations be in conflict with this RFP, the terms of the RFP shall supersede all other documents and/or verbal representations. The only exception would be if DECD amends this RFP.

XIII. SEVERABILITY

The invalidity of any portion of this RFP will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this RFP is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

XIV. RIGHTS RESERVED BY THE STATE

DECD reserves the right to modify or waive any requirement, condition or other term set forth in this RFP, to request additional information at any time from one or more respondents, to select any number of proposals submitted in response to the RFP or to reject any or all such proposals.

XV. NOTIFICATION OF AWARD

The selected respondent(s), if any, will receive a Notice of Award. The Notice may contain certain contingency requirements that must be satisfied within a designated time frame. Failure to comply with all provisions of the Notice of Award will disqualify that respondent and the award may be directed to another respondent.

XVI. PRICE AND PAYMENT

Unless otherwise noted, all salaries and other budgetary information quoted shall be firm through execution of a contract and shall not be subject to increase during the period of such contract, unless agreed upon by both parties in writing. The Commissioner must be notified in writing of any price reduction within five (5) business days of the effective date.

1. RESPONDENT INFORMATION

Name: _____

Address: _____

Contact Person: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-Mail Address: _____ Website Address: _____

FEIN No: _____ State Sales Tax No: _____

If you are using a **THIRD PARTY** to write this proposal, please provide the following:

Consultant/Company Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

E-Mail Address: _____ Website Address: _____

Certifying Representative:

1. Type Name and Title: _____

2. Signature: _____

3. Date: _____