WESTPORT BOARD OF EDUCATION 110 MYRTLE AVENUE WESTPORT, CT 06880 203 341-1002 SPECIFICATION COVER SHEET BID #20-004 BOE RUBBISH REMOVAL SERVICES -WESTPORT PUBLIC SCHOOLS



The Westport Board of Education ("Owner" or "WBOE") reserves the right to reject any and all bids, or any part thereof, may waive informalities or minor defects in the Bids, or accept any proposal it deems to be in the best interest of the Board of Education and/or the Town of Westport ("Town"). The Westport Board of Education is exempt from the payment of Federal Excise Taxes and Connecticut Sales and Use Tax according to State Statute. Such taxes must not be included in bid prices nor added to any items specified.

INSTRUCTIONS ON BID DEADLINES AND REQUIREMENTS:

NAME OF BID:	WESTPORT PU	VESTPORT PUBLIC SCHOOLS - RUBBISH REMOVAL SERVICES					
TYPE OF BID:	Sealed BID	BID # <u>20-004 - BOE</u>					
BID CLOSURE DATE:	Received Until:	DATE: <u>04/09/2020</u> TIME: <u>11:00 A.M.</u>					
LOCATION TO FORW	ARD BID:	Elio Longo, Chief Financial Officer					
		Westport Board of Education					
		110 Myrtle Avenue, Room 300					
		Westport, CT 06880					
BID SECURITY:	Bid Security Req	uired% BID Security Not Required					
PREVAILING WAGE:	Required	Not Required <u>x</u>					
FORMS TO COMPLET	E BID: Submit	two copies of the Bid Specification Sheets and Proposals					
Identify Name of BID and	Number on Enve	lope:					
RUBBISH REMOVAL S	SERVICES -WE	STPORT PUBLIC SCHOOLS - BID # 20-004- BOE					
LENGTH OF TIME PRIC START DATE: COMPLETION DATE:	ES WILL BE HO	DNORED: THROUGH JUNE 30, 2023 As required As required					

Experience: Provide a detailed written summary of the Proposer's experience, qualifications, financial strength, and capability in providing similar services elsewhere. The Proposer should also include three (3) references from similar engagements for Connecticut Municipal and School clients along with individual names and telephone numbers.

<u>Staff Plan</u>: Identify key staff that will provide any portion of the services required under the contract. For each identified individual, provide background and experience, and areas and levels of responsibility.

Engagement Team the key personnel assigned to this engagement are considered essential to the work being performed. Substitutions may only be made upon mutual agreement between the Town and/or BOE and the selected firm.

WESTPORT PUBLIC SCHOOLS

RUBBISH REMOVAL SERVICES

BID # <u>20-004- BOE</u>



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DRUG-FREE PLACE CERTIFICATE



I hereby certify that this company:

- 1. Has a published statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the place and that this statement specifies the actions which will be taken against employees for violations of such prohibition.
- 2. Has a written policy informing employees about the dangers of drug abuse in the place, the firm's policy of maintaining a drug free place, any available counseling, rehabilitation, and employee assistance programs, and the penalties which may be imposed upon employees for drug abuse violations.
- 3. Each employee engaged in providing the commodities or contractual services which are being bid was given a copy of the statements specified in paragraphs 1 and 2, above.
- 4. In the statement specified in paragraph 1, the employees have been notified that, as a condition of working on the commodities or contractual services which are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of "guilty" or of "nolo contendere" to any violation of any controlled substance law of the United States or of any state, for a violation occurring in the place no later than five (5) days after such conviction or plea.
- 5. This firm will impose a sanction on or require the satisfactory participation in a drug abuse assistance program or a rehabilitation program, if such are available in the employee's community, by any employee who is so convicted.
- 6. This firm will make a good faith effort to continue to maintain a drug free place.

As the person authorized to sign this statement, I certify that this firm fully complies with the above requirements.

Signature:	Date:		
Print Name:	Telephone #:	Fax #:	
Company:	Email:		

CONDITIONS FOR BIDDING



- 1. The Board of Education reserves the right to reject any bid if it is deemed to be in the best interests of the Town of Westport, Connecticut, Westport Board of Education and its students.
- 2. The Board of Education reserves the right to grant an award in total or for any part thereof for the items or services being bid. In addition, the Board of Education reserves the right to award this bid as a package in conjunction with other bids for similar services/supplies/equipment. The Board reserves the right to award with preference to State of Connecticut contract holders and/or local vendors.
- 3. The submission of a bid shall be conclusive evidence that the bidder has satisfied himself as to the requirements of the bid specifications and any controlling conditions which may exist.
- 4. Bidders may not withdraw their bid for a period of 120 days from the date of bid opening. The Board of Education and the bidder may mutually agree to extend the time limit.
- 5. In determining the ranking of responsible bidders, the Board of Education may consider, in addition to price, the quality, availability and type of items, the experience of the bidder, the sufficiency of the financial resources of the bidder and the reputation of the bidder for ability, integrity, judgment and performance, as well as the ability of the bidder to provide future service/supplies/equipment.
- 6. It is anticipated that the goods will be needed for the current school year, but the Board of Education reserves the right to cancel or alter this service because of enrollment changes, budget consideration or unforeseen circumstances which require a change.
- 7. All bid prices are to include the complete costs, which include inside delivery to each school or location with installation and assembly of same, if applicable, and training, if applicable. All deliveries must be made prepaid and must be delivered to the location subsequently designated on the purchase orders at no cost over and above the bid price indicated in your bid.

Deliveries must be made inside building indicated. In no case will collect shipments or sidewalk deliveries be accepted. A packing slip shall be included in each shipment. All packages must be clearly marked as to content.

- 8. The Board of Education of the Town of Westport supports efforts to reduce the use of illegal drugs in the place. In instances where responsible prospective bidders submit identical tie bids, preference shall be given to the businesses with drug-free place programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the Board of Education for the procurement of commodities or contractual services which are bid, a bid received from a business which has certified that it has implemented a drug-free place program shall be given preference in the award process. The drug-free place program certification is attached and is to be submitted with the bid package by the bidder along with other bid documents in order to receive preference. This policy shall become effective in accordance with the provisions of the charter of the Town of Westport regarding bidding procedure.
- 9. **ALTERNATIVES:** When proposing an alternate item, indicate the Brand and Model identification on the bid specification sheets. To have alternates considered, complete specifications and catalogues describing the product must accompany the bid. The Westport Board of Education reserves the right to request equipment samples on specific items.

- 10. **SUBSTITUTIONS:** Indicate on the Specification Sheet substitutions identified by name or catalogue number and the net difference in cost to the Westport Board of Education. Listed substitutions will be considered for approval only after the award of contract; the Board reserves the right to require the originally specified material or equipment at the price submitted by the bidder in his bid, notwithstanding the fact that the bidder may have based a price for a specific item on a proposed substitution. In this regard, the determination shall be made in good faith, on the basis of the quality and type of the article listed. Any benefit in price reduction due to a substitution shall accrue to the Board.
- 11. **FORM AND STYLE OF BID:** All blanks on the Specification Form, except where otherwise requested, shall be filled in by typewriter or manually in ink.
- 12. **WARRANTIES:** Whenever an item or service is covered by a specified product or service warranty, such warranties must be submitted with the official bid or quotation specification sheets. All such warranties shall inure to the benefit of the Board. See attached specification cover sheet to be used.
- 13. The "Contract" shall consist of these Specifications, any addenda thereto, and a Purchase Order to be issued by The Westport Public Schools.
- 14. The Westport Public Schools and/or the Town of Westport reserves the right to accept or reject any or all Bids. The Westport Public Schools and/or the Town of Westport shall be under no obligation to accept the lowest financial bid if it is deemed in the best interest of the Westport Public Schools and/or the Town of Westport.
- 15. Any alleged oral agreement or arrangement made by a Bidder with any agency or any employee of the Westport Public Schools and/or the Town of Westport shall be disregarded.
- 16. The Westport Public Schools of the Town of Westport, Connecticut, and the Town of Westport, Connecticut, are exempt from the payment of taxes imposed by the Federal Government and/or the State of Connecticut, including the Federal Transportation Tax. Such taxes should not be included in any Bid price involving the payment of funds from the Westport Public Schools and/or the Town of Westport.
- 17. The quantities listed in these specifications may be increased or decreased by the Westport Public Schools and/or the Town of Westport depending upon its actual requirements.
- 18. Bid packages are available in our website: <u>https://www.westportps.org/district/business-office/bids</u>, State of Connecticut Department of Administrative Services website
- **NOTE:** By bidding on this contract the vendor agrees that any or all past clients may be contacted by the Westport School System. The vendors bidding on this contract also agree, for themselves, their heirs, executors, administrators, successors and assigns, to release, acquit and forever discharge the Westport School System, the Westport Board of Education, the Town of Westport, their officials, employees and representatives from and against any and all actions, causes of actions, claims or demands for damages, costs, loss of services, expenses, compensation, consequential damage or any other thing whatsoever, on account of, or in any way arising out of or relating to any former client of the bidder contacted by or on behalf of the Westport School System, the Westport Board of Education and/or the Town of Westport to obtain an opinion regarding any project or work performed by your company. The above release shall also include and apply to any former client contacted.

INSURANCE REQUIREMENTS Vendors/Contractors/Users of Town Properties



The Vendor/Contractor/User of Town Property shall purchase and maintain for the life of the contract, from a company or companies with an A.M. Best rating of A- (VII) or better, insurance as required below. Such insurance will protect the WBOE and the Town from claims set forth below which may arise out of or result from the Vendor/Contractor/User of Town Property obligation under the contract, whether such obligations are those of the Vendor/Contractor/User of Town Property or those of a subcontractor or any person or entity directly or indirectly employed by said Vendor/Contractor/User of Town Property may be liable.

A. Workers Compensation:

Vendor/Contractor/User of Town Property shall provide workers compensation insurance required by law with employers liability limits for at least the amounts of liability for bodily injury by accident of \$ 500,000 each accident and bodily injury by disease of \$500,000.including a waiver of subrogation. If the work is on the water, the Longshore and Harbor Workers Compensation Act coverage is required.

B. Commercial General Liability Insurance:

Vendor/Contractor/User of Town Property shall provide commercial general liability insurance policy with an edition date of 1986 or later including products and completed operations. Limits should be at least: Bodily injury & property damage with an occurrence limit of \$1,000,000: Personal & advertising injury limit of \$1,000,000 per occurrence: General aggregate limit of \$2,000,000 (other than products and completed operations): Products and completed operations aggregate limit of \$2,000,000. Coverage will continue three years after the completion of the work.

- The policy shall name WBOE and the Town as an additional insureds and include ISO Form CG 2010 (07/04) and CG 2037 (07/04).
- Such coverage will be provided on an occurrence basis and will be primary and shall not contribute in any way to any insurance or self-insured retention carried by WBOE and/or the Town.
- The policy shall contain a waiver of liability in favor of the WBOE and the Town.
- Such coverage shall contain a broad form contractual liability endorsement or wording within the policy form to comply with the hold harmless and indemnity provision of the contract
- A per project aggregate limit of liability endorsement shall apply for any construction contract.
- Deductible and self-insured retentions shall be declared and are subject to the approval of the WBOE and/or the Town.
- C. Commercial Automobile Insurance:

Vendor/Contractor/User of Town Property shall provide commercial automobile insurance for any owned autos (symbol 1 or equivalent) in the amount of \$1,000,000 each accident covering bodily injury and property damage on a combined single limit basis. Such coverage shall also include hired and non-owned automobile coverage. Policy shall name WBOE and the Town as additional insureds.

D. Umbrella or Excess Liability Insurance:

Vendor/Contractor/User of Town Property shall provide an umbrella or excess liability policy in excess (without restriction or limitation) of those limits and coverages described in items (A) through (C). Such policy shall contain limits of liability in the amount of \$5,000,000 each occurrence and \$5,000,000 in the aggregate.

E. Errors & Omissions Insurance:

If the agreement is for professional services, the Vendor/Contractor/User of Town Property shall provide errors & omissions insurance for liability resulting from the negligent performance of professional duties or operations. Such policy shall contain limits of liability in the amount of \$1,000,000 each occurrence and \$3,000,000 in the aggregate. The policy shall name WBOE and the Town as additional insureds.

F. Educators Errors & Omissions Insurance:

If the agreement is for educational services, the Vendor/Contractor/User of Town Property shall provide educator errors & omissions for liability resulting arising out of any breach of duty, neglect, error, misstatement, or omission committed in the course of their duties. Such policy shall contain limits of liability in the amount of \$1,000,000 each occurrence and \$1,000,000 in the aggregate. The policy shall name WBOE and the Town as additional insureds.

G. Contractors Pollution Liability:

If the agreement includes work involving abatement, removal, clean-up or handling of any pollutant or hazardous material, the Vendor/Contractor/User of Town Property shall provide pollution liability insurance, including products and completed operations and contractual liability coverage of not less than \$5,000,000 each occurrence and \$5,000,000 in the aggregate for this project. The policy shall name WBOE and the Town as additional insureds and waive subrogation in favor of WBOE and the Town.

As to the insurance required, the insurer(s) and/or their authorized agents shall provide WBOE with certificates of insurance prior to execution of the contract by WBOE and the successful bidder, describing the coverage and prior to 30 days of any renewal. The certificate will include a copy of the additional insured and contractual liability endorsements.

(Note contract should provide that the contractor is obligated to provide the Town with updated certificate.)

HOLD-HARMLESS AND INDEMNIFICATION AGREEMENT



The Vendor/Contractor/User of Town Property shall fully indemnify, defend and hold harmless the Westport Board of Education and the Town of Westport and all of their respective officers, employees, agents, servants and volunteers to the fullest extent allowed by law for any claim for personal injury, bodily injury, death, property damage, emotional injury or any other injury, loss or damage of any kind occurring during the term of the contract and alleged to have been caused in whole or in part by the Contractor, and even if caused by the negligence of individuals and entities indemnified hereunder. This obligation shall further apply to:

- (1) actions, suits, claims, demands, investigations and legal, administrative or arbitration proceedings pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum (collectively, "Claims") arising, directly or indirectly, in connection with this contract, including any environmental matters, and including the acts of commission or omission (collectively, the "Acts") of the Contractor or any of its members, directors, officers, shareholders, representatives, agents, servants, consultants, employees or any other person or entity with whom the contractor is in privity of oral or written contract (collectively "Contractor Parties");
- (2) liabilities arising, directly or indirectly, in whole or in part, in connection with the contract, out of the Contractor's or Contractor Parties' Acts concerning its or their duties and obligations as set forth in the contract, and;
- (3) all damages, losses, costs and expenses, including but not limited to, attorneys' and other professional fees, that may arise out of such claims and/or liabilities for personal injury, bodily injury, workers' compensation, emotional injury, death, property damage or any other injury or loss caused in whole or in part by the Acts of the Contractor or any Contractor's Parties.

The Contractor hereby covenants and agrees that WBOE and the Town shall be endorsed on the Contractor's policies of insurance as additional insureds.

The Vendor/Contractor/User of Town Property hereby further covenants and agrees to obtain a policy of insurance, with minimum limits of liability as shown in this Section under Paragraph A containing an endorsement that covers this agreement to indemnify, defend and hold harmless WBOE and the Town or any of their officers, employees, agents, servants and volunteers.

The Vendor/Contractor/User of Town Property hereby further covenants and agrees to obtain an endorsement to said policy of insurance policy that the Contractor's insurance is primary and any insurance obtained, or self insurance provided, by WBOE and/or the Town is excess.

The Vendor/Contractor/User of Town Property insurance carrier will waive all rights of subrogation against WBOE and the Town, and all of their respective officers, employees, agents, servants and volunteers.

The Vendor/Contractor/User of Town Property hereby further covenants and agrees to furnish a copy of the insurance policy that meets all of the above requirements before any work or use of the property commences.

Signature

Date

WESTPORT PUBLIC SCHOOLS RUBBISH REMOVAL SERVICES BID # 20-004- BOE



SCOPE OF WORK

The Westport Public Schools is seeking qualified Vendors for RUBBISH REMOVAL SERVICES. Once awarded the contract the vendor must supply a Certificate of Insurance and a W-9. For questions regarding this bid, contact Craig Schmarr, Supervisor of Building Operations for Westport Public School at (203) 341-1296 or by email to. <u>cschmarr@westportps.org</u>

LOCATIONS/CONTACTS

SCHOOL/ADDRESS

CONTACT PERSON/TELEPHONE NO.

Staples High School 70 North Avenue Westport, CT 06880

Bedford Middle School 88 North Avenue

Westport, CT 06880

Horace Lewis, Head Custodian (203) 943-9428 - Cell

Harald Ott, Head Custodian (203) 943-9430 - Cell

Coleytown Middle School

255 North Avenue Westport, CT 06880 Ciro Taccone, Assistant Head Custodian (203) 943-9434 - Cell

Kings Highway Elementary SchoolBill Broadhurst, Head Custodian125 Post Road West(203) 943-9437 - CellWestport, CT 06880(203) 943-9437 - Cell

Long Lots School 13 Hyde Lane Westport, CT 06880 Peter Barcello, Head Custodian (203) 604-4616 - Cell

Coleytown Elementary School 65 Easton Road Westport, CT 06880 Jason Byrd, Head Custodian (203) 295-5098 - Cell

Green's Farms Elementary School William McDonald, Head Custodian 17 Morningside Drive S. (203) 943-9439 - Cell Westport, CT 06880

Saugatuck Elementary School 170 Riverside Avenue Westport, CT 06880 Al Orozco, Head Custodian (203) 943-9448 - Cell

Facilities Department	Craig Schmarr – Supervisor of Building Operations
1 Canal Street	(203) 341-1296 - Office
Westport, CT, 06880	(203) 943-9447 - Cell

PAYMENT SCHEDULE

The Contractor shall be paid on a monthly basis, in arrears, provided all terms and conditions of these Specifications have been satisfactorily adhered to. The Contractor shall invoice the Westport Public Schools for any of the eight schools awarded in duplicate on a monthly basis. All invoices shall reference the purchase order number issued for the Contract. Each invoice shall list the billing period, the facility, the type dumpster and number of pickups for each dumpster.

Invoices for the Westport Public Schools can be submitted to:

Email at "Purchasing@westportps.org Or by mail to: Westport Public Schools, Accounts Payable Department, P.O.Box 312, Westport, CT 06880.

TERMINATION FOR CONVENIENCE

The Westport Public Schools and/or the Town of Westport hereby reserves the right to terminate the performance of this Contract for any reason the Westport Public Schools and/or the Town of Westport deems appropriate. The Westport Public Schools and/or the Town of Westport deems appropriate. The Westport Public Schools and/or the Town of Westport and the Contractor shall not be entitled to any profit on unfinished or unearned work.

CONTRACT

The "Contract" shall consist of these Specifications, any addenda thereto, and a Purchase Order to be issued by the Westport Public Schools. The contract period shall be from July 1, 2020 through June 30, 2023 with the option of extending the contract for two (2) additional years at the discretion of the Westport Public Schools.

CONTRACT EXTENSION

The Westport Public Schools and/or the Town of Westport reserves the right to extend the Contract established, on an annual (fiscal year - July 1 to June 30) basis, with approval of the Chief Financial Officer for the Westport Public Schools, if the Westport Public Schools and/or the Town of Westport deems an extension to be in its best interest. If the extension option is to be exercised the Contractor will be given an opportunity to negotiate an adjustment to the Contract prior to the extension of the Contract.

CLAIMS FOR EXTRA WORK

After the Contract has been signed no claims for extra work will be honored unless authorized in writing by the Westport Public Schools and/or the Town of Westport.

RULES & REGULATIONS

All Contractors must comply with all applicable Federal, State of Connecticut and local laws, rules and regulations of all authorities having jurisdiction over the work specified herein in the locality of the project, including but not limited to State of Connecticut wage rates as applicable. If the contractor is party to any violation of the Town of Westport regulations governing the dumping of rubbish as a part of this contract or any other contract under which the contractor is working for any other entity, said violation shall be grounds for immediate termination of this contract.

REPRESENTATIONS OF CONTRACTOR

The Contractor represents and warrants that he/she is financially solvent and that he/she is experienced and competent to perform the type of work outlined in these Specifications and that he/she has carefully examined the Specifications along with addendum (or addenda), if any, and the site of the work, and that from his/her own investigations, he/she has satisfied himself/herself as to the nature and location of the work, the character of equipment and other facilities needed for the performance of the work, the general and local conditions and all other materials which may in any way affect the work or its performance and that he/she is aware of the hazards involved in the work, and that he/she will conduct the work in a careful and safe manner without injury to persons or property. He/she further warrants that any injury to persons or property resulting from the work shall be the sole responsibility of the Contractor.

SUBCONTRACTING

The Contractor awarded this Bid, or any part thereof, shall not be allowed to subcontract any portion of the work awarded without the express written permission of Chief Financial Officer for the Westport Public Schools or the Comptroller for the Town of Westport.

MATERIALS, SERVICES and FACILITIES

It shall be understood that, except as otherwise specifically stated in these Specifications, the Contractor shall provide and pay for all materials, labor, tools, equipment, transportation, and all other services and facilities of every nature whatsoever, necessary to protect, execute, complete, and deliver the work within the Contract period.

COMPETENT HELP TO BE EMPLOYED

The Contractor shall employ experienced supervisors, craft persons, and other workers competent in the work in which they are to be engaged. All work shall be accomplished by able, skilled and competent personnel. If any person employed on the work by the Contractor shall appear to be incompetent or unreliable in any way, he/she shall be discharged immediately upon the request of the Westport Public Schools and/or the Town of Westport and shall not again be employed on the work.

SPIRITUOUS LIQUORS AND DRUGS

The Contractor shall neither permit nor suffer the introduction or use of spirituous liquors upon the work embraced in this Contract. Narcotics or other controlled substances of any kind unless ordered by a physician are prohibited.

SAFETY AND HEALTH REGULATIONS

The Contractor shall insure that all work performed is done so in a safe manner and that all of his/her employees shall adhere to all applicable safety procedures and practices at all times.

At the Westport Public Schools there may be children and staff present during normal working hours on the days the Contractor will be working. The Contractor shall be aware at all times that additional safety considerations should be taken.

This Contract is to be governed at all times by the applicable provisions of the Federal law(s) including, but not limited to, the following:

1} Williams-Steiger Occupational Safety and Health Act, 1970.

2} Part 1910 of the Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations.

3} The work under this Contract is subject to all Safety and Health Regulations (CFR 29, Part 1926 and all subsequent amendments) as promulgated by the United States Department of Labor on June 24, 1974. The Contractor and Subcontractors, if applicable, shall be familiar with the requirements of these regulations.

In the event of any inconsistencies between the above laws and regulations and the provisions of this Contract, the laws and regulations shall prevail.

CONTRACTOR'S OBLIGATIONS

The Contractor shall perform all work in good workmanlike manner, and in accordance with the Specifications and any supplements thereto, and in accordance to any directions or orders given by the Westport Public Schools and/or the Town of Westport unless otherwise stipulated. He/she shall furnish all supplies, materials, facilities, equipment, tools and anything else necessary or proper to perform and complete the work required by this Bid. He/she alone shall be responsible for the safety, efficiency, and adequacy of his plant, appliances, and methods and for any damage which may result from their failure or their improper construction, maintenance or operation. The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the Contract and Specifications and shall do, carry on, and complete the entire work to the satisfaction of the Westport Public Schools and/or the Town of Westport.

The Contractor shall be solely responsible for all the work and shall provide all precautionary measures necessary for preventing injury to persons or damage to property. All injury or damage of whatever nature resulting from the work or resulting to persons, property, or the work during its progress, from whatever cause, shall be the responsibility of the Contractor.

The Contractor shall hold the Town of Westport, the Westport Public Schools, and their representatives harmless and defend and indemnify them against damages or claims for damages due to injuries to persons or property arising out of the execution of the work, and for damages to materials furnished for the work, for infringement of inventions, patents, and patent rights used in doing the work, and for any act, omission, or instance of neglect by the Contractor, his/her agents, employees, of Subcontractors.

The Contractor shall bear all losses resulting to him/her, including, but not limited to, losses sustained on account of the character, quality, or quantity of any part of the work, or all parts of the work, or because the nature of the conditions in or on the project site are different from what was estimated of indicated, or on account of the weather, elements, or other causes.

The Contractor shall give the work the constant attention necessary to facilitate the progress thereof and shall cooperate with the Westport Public Schools and/or the Town of Westport in every possible

SECTION A. OFF-SITE RUBBISH PROCESSING, DISPOSAL & RECYCLING

The Contractor shall comply with all applicable Federal, State of Connecticut and local laws, rules and regulations of all authorities having jurisdiction over the processing and/or disposal of any and all rubbish and recyclables removed from the sites contracted for.

The Contractor shall be solely responsible for any fines, fees, or any other costs whatsoever, for the improper or illegal processing or disposal of any and all rubbish and recyclables removed from the sites contracted for of the Westport Public Schools and/or the Town of Westport. All waste disposal must be done through the Westport Transfer Station.

SECTION B. MAINTENANCE & CLEANING OF DUMPSTERS

All Dumpsters, front loaders and roll-offs for recyclables, are to be maintained in good condition by the Contractor at all times. All Dumpsters provided shall be freshly painted and labeled if required, in good working condition and shall evidence no signs of rust or corrosion. Should repairs be required to doors, lids, etc., during the course of the Contract the Contractor shall make such repairs within ten (10) business days from the date the Contractor is notified that repairs are required. All repairs shall be made by the Contractor at no additional charge to the Westport Public Schools and/or the Town of Westport.

Twice a year the Contractor shall replace each dumpster provided with a steam cleaned dumpster. In lieu of replacement the Contractor shall be allowed to remove from each site each dumpster provided, steam clean and paint same, and return to site. The removal of the dumpsters from site shall be coordinated with the Westport Public Schools and the Town of Westport so that there is no disruption of service. This provision for providing cleaned dumpsters shall be done at no additional cost to the Westport Public Schools and/or the Town of Westport.

Under no condition shall the Contractor spill any rubbish, non-recyclable or recyclable, on-site. Should any such spills occur the Contractor shall be held responsible for a complete cleanup. Such spill cleanups shall be done at no additional cost to the Westport Public Schools and/or the Town of Westport.

SECTION C. RELOCATION OF DUMPSTERS

Should the Westport Public Schools and/or the Town of Westport, during the Contract period, opt to have any dumpster or dumpsters relocated to another location on-site, the Contractor shall facilitate such relocation at no additional charge to the Westport Public Schools and/or the Town of Westport.

SECTION D. DUMPSTER PLACEMENT & REPLACEMENT

The dumpsters to be provided by the Contractor shall be provided at the current locations at each site. The Contractor is solely responsible for making an on-site inspection to determine any and all dumpster locations.

The Westport Public Schools and/or the Town of Westport reserves the right to have the Contractor replace any dumpster that is in poor condition, unsightly, or unsafe. Should the Westport Public Schools and/or the Town of Westport request a dumpster replacement the Contractor shall make such replacement within ten (10) business days from the date the Contractor is notified that replacement is required.

Replacement dumpsters shall be provided by the Contractor at no additional cost to the Westport Public Schools and/or the Town of Westport.

SECTION E. DUMPSTER TYPES TO BE PROVIDED

The Contractor shall provide the following type dumpsters at the locations specified herein:

- 1) **TYPE A:** <u>8 Cubic Yard Front Loader</u> (For non-recyclable rubbish)
- 2} **TYPE B:** <u>8 Cubic Yard Front Loader</u> (For recyclable cardboard or newspaper)
- 3} **TYPE C:** <u>6 Cubic Yard Front Loader</u> (For non-recyclable rubbish)
- 4} **TYPE D:** <u>6 Cubic Yard Front Loader</u> (For recyclable cardboard or newspaper)
- 5} **TYPE E:** <u>20 Cubic Yard Roll-Off Container</u> (For miscellaneous housekeeping waste)
- 6} **TYPE F:** <u>30 Cubic Yard Roll-Off Container</u> (For construction and landscape debris)

Alternates to the above Dumpster Types shall be provided only if authorized by the Westport Public Schools and/or the Town of Westport.

SECTION F. "AS CALLED" SERVICE

For TYPE E and F dumpsters for miscellaneous housekeeping waste and/or construction and landscape debris, the Head Custodian of each Westport Public School, or his/her designee, will contact the Contractor on the day before the dumpster is to be emptied. The Contractor shall empty said dumpster on the next business day.

SECTION G. RUBBISH PICK UP TIMES

All dumpsters shall be emptied in accordance to the "Service Schedule" provided herein *prior* to the normal hours of operation for each facility. The pick up times for each facility shall be determined by the Contact Person listed in SCOPE OF WORK, of these Specifications, or other individuals as may be assigned by the Westport Public Schools and/or Town of Westport.

The Westport Public Schools and/or Town of Westport reserves the right to change the rubbish pick up times established for each facility at any time during the Contract period.

SECTION H. EXTRA DUMPSTER PICK UPS

The Westport Public Schools and/or Town of Westport reserves the right to call for extra dumpster pick ups during the course of the Contract. When the Contractor is notified by a representative of the Westport Public Schools and/or Town of Westport that an extra pick up is required the Contractor shall provide said extra pick up no later than the next business day after being notified. The Contractor shall invoice the Westport Public Schools and/or Town of Westport at the predetermined rate established by this Bid for any and all extra pick ups.

SECTION I. CHANGE OF DUMPSTER PICK UP SCHEDULE

The Westport Public Schools and/or Town of Westport reserves the right to change the dumpster pick up schedules for any and all facilities at any time during the course of this Contract. Change shall constitute either an increase or a reduction in the established pick up schedule.

Any changes to the dumpster pick up schedules requested by the Westport Public Schools and/or Town of Westport, for any and all facilities, shall be so honored by the Contractor, and shall not reduce or increase the predetermined dumpster pick up rate established by this Bid.

SECTION J. STAPLES HIGH SCHOOL ONLY - COMPACTOR PREVENTIVE MAINTENANCE

In Addition to rubbish removal a semi-annual preventative maintenance is required for the 30 Yd. split compactor at Staples High School, the performance of this service must be invoiced separately and scheduled in advance with the school head custodian.

- Check fluid level in hydraulic oil tank. Add oil as necessary.
- Check hydraulic hoses and fittings for leaks. Tighten fittings or replace hoses as needed.
- Wipe off any grease, oil or moisture on power unit.
- Observe one complete cycle to verify proper operation.
- Visually inspect condition of compactor for potential problems.
- Ensure compactor is securely anchored to floor.
- Apply grease to all grease fittings as applicable.
- Lubricate ram contact surfaces. Clean refuse from behind ram.

- Check condition of hydraulic oil. Change if discolored (milky or dark) or dirty, or if it contains water, smells burnt, or lacks lubricity when rubbed between the fingers.
- Check cylinder pins and retaining bolts.
- Check turnbuckles and marriage hooks for stress fractures and wear.
- Drain, flush and refill hydraulic oil tank.
- Replace oil filter.
- Check all fasteners and tighten as required.
- Replace air breather.
- Check structure of compactor for potential trouble areas.
- Check anchor bolts and tighten as necessary.
- Any major repair not covered under preventative maintenance must provide a separate quote for approval.

Safety

All work done and equipment used shall comply with all pertinent O.S.H.A., Federal, State and Local regulations.

References

Each Bidder shall include phone numbers and contact persons of the companies and/or Cities or Towns where they have done similar projects.

Termination

The Contract may be terminated by the Westport Public Schools if at any time, work is unnecessarily delayed, or willful violations of Contract conditions exist, or the conditions are being executed in bad faith. The Westport Public Schools written termination notice to the Contractor will allow five (5) days thereafter to commence corrective measures satisfactory to the school system. In the event of non-compliance, the Westport Public Schools shall notify the Contractor in writing to immediately discontinue any further work and vacate the buildings, ceasing any rights to plant and material. Subsequently the Westport Public Schools shall take the necessary action to complete the remaining contract work.

Equal Opportunity – Affirmative Action

The successful Contractor shall comply in all aspects with the Equal Employment Opportunity Act. Each Contractor with 15 or more employees shall be required to have an Affirmative Action Plan which declares that the Contractor does not discriminate on the basis of race, color, religion, sex, national origin or age and which specifies goals and target dates to assure the implementation of equal employment. Each Contractor with fewer than 15 employees shall be required to have a written equal opportunity policy statement declaring that it does not discriminate on the basis of race, color, religion, sex, national origin or age. Findings of non-compliance with applicable State and Federal equal opportunity laws and regulations could be sufficient reason for revocation or cancellation of this Contract.

Awards

The Chief Financial Officer reserves the right to reject any or all bids, or the bids for any one or more commodities or contractual services included in any or all bids, to waive any informality in bids and unless otherwise specified to buy any part or the whole from one or more bidders when it is to the Board of Education's best interest to do so.

SECTION J. PICK UP SCHEDULE (Page 1 of 2)

SCHOOL	DUMPSTER TYPE	QTY	PICK UP
			FREQUENCY
Staples High School	30 Yd. Split Compactor (Trash and Recycle) (Owned by Westport BoE, must be returned after each pick up same day)	1	Every Wednesday A.M.
	TYPE "E" <i>20 Cubic Yard Roll-Off</i> TYPE "F"	As Needed	As Called
	30 Cubic Yard Roll-Off	AS Needed	As Called
Bedford Middle School	TYPE "A" 8 Cubic Yard Front Loader (Regular Trash)	1	T,W.Th,F,S
	TYPE "D" 6 Cubic Yard Front Loader (Recyclable)	1	T, Thu
	TYPE "E" 20 Cubic Yard Roll-Off Container	As Needed	As Called
	TYPE "F" 30 Cubic Yard Roll-Off Container	As Needed	As Called
Coleytown Middle School	TYPE "C" 6 Cubic Yard Front Loader (Regular Trash)	1	T, W, Th, F,S
	TYPE "D" 6 Cubic Yard Front Loader (Recyclable)	1	T, Thu
	TYPE "E" 20 Cubic Yard Roll-Off Container	As Needed	As Called
	TYPE "F" 30 Cubic Yard Roll-Off Container	As Needed	AS Called
~	TYPE "C"	_	
Coleytown Elementary School	6 Cubic Yard Front Loader (Regular Trash) TYPE "D"	1	T, W, Th, F,S
	6 Cubic Yard Front Loader (Recyclable)	1	T, Thu
	TYPE "E" 20 Cubic Yard Roll-Off Container	As Needed	As Called
	TYPE "F" 30 Cubic Yard Roll-Off Container	As Needed	As Called
Kings Highway Elementary School	TYPE "C" 6 Cubic Yard Front Loader (Regular Trash)	1	T, W, Th, F,S
	TYPE "D" 6 Cubic Yard Front Loader (Recyclable)	1	T, Thu
	TYPE "E" 20 Cubic Yard Roll-Off Container	As Needed	As Called
	TYPE "F" 30 Cubic Yard Roll-Off Container	As Needed	AS Called

SECTION J. PICK UP SCHEDULE (Page 2 of 2)

SCHOOL	DUMPSTER TYPE	<u>QTY</u>	PICK UP FREQUENCY
Long Lots Elementary School	TYPE "C" 6 Cubic Yard Front Loader (Regular Trash)	2	T, W, Th, F,S
	TYPE "D" 6 Cubic Yard Front Loader (Recyclable)	1	Tuesday
	TYPE "E"	As Needed	As Called
	20 Cubic Yard Roll-Off Container TYPE "F" 30 Cubic Yard Roll-Off Container	As Needed	As Called
Green's Farms Elementary School	TYPE "C" 6 Cubic Yard Front Loader (Regular Trash)	1	T, W, Th, F,S
	TYPE "D" 6 Cubic Yard Front Loader (Recyclable)	1	Tuesday
	TYPE "E" 20 Cubic Yard Roll-Off Container	As Needed	As Called
	TYPE "F" 30 Cubic Yard Roll-Off Container	As Needed	AS Called
Saugatuck Elementary School	TYPE "C" 6 Cubic Yard Front Loader (Regular Trash)	1	T, W, Th, F,S
	TYPE "D" 6 Cubic Yard Front Loader (Recyclable)	1	Tuesday
	TYPE "E" 20 Cubic Yard Roll-Off Container	As Needed	As Called
	TYPE "F" 30 Cubic Yard Roll-Off Container	As Needed	AS Called
Facilties Department	TYPE "C" 6 Cubic Yard Front Loader	1	As Called

<u>NOTE</u>: The Westport Public Schools and/or Town of Westport reserves the right to change the dumpster pick up schedules for any and all facilities at any time during the course of this Contract. Change shall constitute either an increase or a reduction in the established pick up schedule.

Any changes to the dumpster pick up schedules requested by the Westport Public Schools and/or Town of Westport, for any and all facilities, shall be so honored by the Contractor, and shall not reduce or increase the predetermined dumpster pick up rate established by this Bid.

WESTPORT PUBLIC SCHOOLS RUBISH REMOVAL SERVICES BID # 20-004 - BOE



BID FORMS (1 of 4)

INSTRUCTIONS:

The undersigned, attesting to be a duly authorized representative of the Company, hereby proposes to furnish all services required to perform the scope of work in accordance with the project specifications, for the price indicated below.

CONTRACT PERIOD: JULY 1, 2020 – JUNE 30, 2023

COMPANY NAME & ADDRESS:	
TELEPHONE:	FAX :
EMAIL ADDRESS:	
REPRESENTED BY:	
(Name & Title)	

***THERE WILL BE NO USE OF SUB-CONTRACTORS IN THIS BID**

STAPLES HIGH SCHOOL		CONTRACT PERIOD BID PRICE COST PER EACH PICK UP		
DUMPSTER TYPE	QTY	7/1/2020 to 6/30/2021	7/1/2021 to 6/30/2022	7/1/2022 to 6/30/2023
30 Yd. Split Compactor (Trash and Recycle) (Owned by Westport BoE, must be returned after each pick up same day)	1			
TYPE "E" 20 Cubic Yard Roll-Off – Rental and tonnage	1			
TYPE "F" 30 Cubic Yard Roll-Off - Rental and tonnage	1			
TOTAL PRICE PER YEAR		\$	\$	\$

WESTPORT PUBLIC SCHOOLSRUBBISH REMOVAL SERVICESBID FORMS (2 of 4)



BEDFORD MIDDLE SCHOOL			CT PERIOD BI	
DUMPSTER TYPE	<u>QTY</u>	7/1/2020 to 6/30/2021	7/1/2021 to 6/30/2022	7/1/2022 to 6/30/2023
TYPE "A" 8 Cubic Yard Front Loader (Regular Trash)	1			
TYPE "D" 6 Cubic Yard Front Loader (Recyclable)	1			
TYPE "E" 20 Cubic Yard Roll-Off – Rental and tonnage	1			
TYPE "F" 30 Cubic Yard Roll-Off	1			
TOTAL PRICE PER YEAR		\$	\$	\$

COLEYTOWN MIDDLE SCHOOL			CT PERIOD BI	-
DUMPSTER TYPE	<u>QTY</u>	7/1/2020 to 6/30/2021	7/1/2021 to 6/30/2022	7/1/2022 to 6/30/2023
TYPE "C" 6 Cubic Yard Front Loader (Regular Trash)	1			
TYPE "D" 6 Cubic Yard Front Loader (Recyclable)	1			
TYPE "E" 20 Cubic Yard Roll-Off – Rental and tonnage	1			
TYPE "F" 30 Cubic Yard Roll-Off - Rental and tonnage	1			
TOTAL PRICE PER YEAR		\$	\$	\$

COLEYTOWN ELEMENTARY SCHOOL		CONTRACT PERIOD BID PRICE COST PER EACH PICK UP		
DUMPSTER TYPE	<u>QTY</u>	7/1/2020 to 6/30/2021	7/1/2021 to 6/30/2022	7/1/2022 to 6/30/2023
TYPE "C" 6 Cubic Yard Front Loader (Regular Trash)	1			
TYPE "D" 6 Cubic Yard Front Loader (Recyclable)	1			
TYPE "E" 20 Cubic Yard Roll-Off –Rental and tonnage	1			
TYPE "F" 30 Cubic Yard Roll-Off	1			
TOTAL PRICE PER YEAR		\$	\$	\$

WESTPORT PUBLIC SCHOOLSRUBBISH REMOVAL SERVICESBID FORM (3 of 4)



KINGS HIGHWAY ELEMENTARY			CT PERIOD BII PER EACH PIC	-
DUMPSTER TYPE	<u>QTY</u>	7/1/2020 to 6/30/2021	7/1/2021 to 6/30/2022	7/1/2022 to 6/30/2023
TYPE "C" 6 Cubic Yard Front Loader (Regular Trash)	1			
TYPE "D" 6 Cubic Yard Front Loader (Recyclable)	1			
TYPE "E" 20 Cubic Yard Roll-Off –Rental and tonnage	1			
TYPE "F" 30 Cubic Yard Roll-Off - Rental and tonnage	1			
TOTAL PRICE PER YEAR		\$	\$	\$

LONG LOTS ELEMENTARY		CONTRACT PERIOD BID PRICE COST PER EACH PICK UP		
DUMPSTER TYPE	QTY	7/1/2020 to 6/30/2021	7/1/2021 to 6/30/2022	7/1/2022 to 6/30/2023
TYPE "C" 6 Cubic Yard Front Loader (Regular Trash)	2			
TYPE "D" 6 Cubic Yard Front Loader (Recyclable)	1			
TYPE "E" 20 Cubic Yard Roll-Off –Rental and tonnage	1			
TYPE "F" 30 Cubic Yard Roll-Off - Rental and tonnage	1			
TOTAL PRICE PER YEAR		\$	\$	\$

GREEN'S FARMS ELEMENTARY		CONTRACT PERIOD BID PRICE COST PER EACH PICK UP		
DUMPSTER TYPE	<u>QTY</u>	7/1/2020 to 6/30/2021	7/1/2021 to 6/30/2022	7/1/2022 to 6/30/2023
TYPE "C" 6 Cubic Yard Front Loader (Regular Trash)	1			
TYPE "D" 6 Cubic Yard Front Loader (Recyclable)	1			
TYPE "E" 20 Cubic Yard Roll-Off – Rental and tonnage	1			
TYPE "F" 30 Cubic Yard Roll-Off – Rental and tonnage	1			
TOTAL PRICE PER YEAR		\$	\$	\$

WESTPORT PUBLIC SCHOOLS RUBBISH REMOVAL SERVICES BID FORM (4 of 4)



SAUGATUCK ELEMENTARY		CONTRACT PERIOD BID PRICE COST PER EACH PICK UP		
DUMPSTER TYPE	<u>QTY</u>	7/1/2020 to 6/30/2021	7/1/2021 to 6/30/2022	7/1/2022 to 6/30/2023
TYPE "C" 6 Cubic Yard Front Loader (Regular Trash)	1			
TYPE "D" 6 Cubic Yard Front Loader (Recyclable)	1			
TYPE "E" 20 Cubic Yard Roll-Off – Rental and tonnage	1			
TYPE "F" 30 Cubic Yard Roll-Off – Rental and tonnage	1			
TOTAL PRICE PER YEAR		\$	\$	\$

FACILITIES DEPARTMENT		CONTRACT PERIOD BID PRICE COST PER EACH PICK UP		
DUMPSTER TYPE	<u>QTY</u>	7/1/2020 to 6/30/2021	7/1/2021 to 6/30/2022	7/1/2022 to 6/30/2023
TYPE "C" 6 Cubic Yard Front Loader (Regular Trash)	1	\$	\$	\$

TOTAL BID – RUBBISH REMOVAL SERVICES FOR ALL SCHOOLS AND FA	OIL PELEC DEDT
– TOTAL BID – KUBBISH KENIOVAL SEKVICES FOK ALL SCHOOLS AND FA	CHATES DEPT.

TOTAL BID FOR ALL SCHOOLS (Add total price per year per school and facilities dept.)	7/1/2019 to 6/30/2020	7/1/2020 to 6/30/2021	7/1/2021 to 6/30/2022
	\$	\$	\$

REPRESENTED BY:

(Name & Title)

NOTE: If needed, bidders can schedule a visit to each school to view the areas where dumpsters are located, to do so, please contact the school head custodian ahead of time, and refer to page 9 for names and phone numbers list

EEOC COMPLIANCE

Conn. Gen. Stat Sec. 4a-60:

The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job related qualifications are employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the involved;

The contractor agrees, in all solicitations or advertisements for employees placed for or on behalf of the contractor, to state that is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission;

The contractor agrees to provide each labor union or representative of ers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contact or understanding, a notice to be provided by the commission on human rights and opportunities advising the labor union or representative of the contractor's commitments under Conn. Gen. Stat. 4a-60 and to post copies of the notice in conspicuous places available to employees and applicants for employment;

The contractor agrees to comply with Conn. Gen. Stat. 46a-68e (requiring contractor to file compliance reports with the commission) & 46a-68f (requiring compliance reports contain information on labor union practices) and with each regulation or relevant order issued by the commission;

The contractor agrees to provide the Commission on Human Rights and Opportunities with any information it requests, and permit access to pertinent books, records and accounts, concerning employment practices and procedures or the contractor as relate to the provisions of Conn. Gen. Stat. 4a-60 & 46a-56;

The contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and supplies of materials.

Conn. Gen. Stat. Sec. 4a-60(a):

The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate of permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

The contractor agrees to provide each labor union or representative of ers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission on human rights and opportunities advising the labor union or representative of the contractor's commitments under Conn. Gen. Stat. 4a-60 and to post copies of the notice in conspicuous places available to employees and applicants for employment;

The contractor agrees to comply with Conn. Gen. Stat. 4a-60a and with each regulation or relevant order issued by the commission; The contractor agrees to provide the Commission on Human Rights and Opportunities with any information it requests, and permit access to pertinent books, records and accounts, concerning employment practices and procedures of the contractor as relate to the provisions of Conn. Gen. Stat. 4a-60 & 46a-56.

END OF NOTIFICATION TO BIDDERS

ADVERTISEMENT WESTPORT PUBLIC SCHOOLS



TO:All Interested BiddersFROM:Theodore Hunyadi – Director of School FacilitiesDATE:February 10, 2020SUBJECT:SPECIFICATIONS AND BID FORMS
WESTPORT PUBLIC SCHOOLS
RUBBISH REMOVAL SERVICES
BID #_20-004 BOE_

For questions regarding the bidding procedure, contact Craig Schmarr, Supervisor of Building Operations for Westport Public School at (203) 341-1296 or by email to. <u>cschmarr@westportps.org</u>

Bid packages are available in our website: <u>https://www.westportps.org/district/business-office/bids</u>, State of Connecticut Department of Administrative Services website

Sealed bids can be mailed anticipated and will be received in the office of the Chief Financial Officer, Westport Public Schools, 110 Myrtle Avenue, Room 300, Westport, CT no later than April 9th , 2020 at 11:00 am. For Westport Public Schools Rubbish Removal Services. All bid envelopes shall be marked.

WESTPORT PUBLIC SCHOOLS RUBBISH REMOVAL SERVICES BID # 20-004 BOE

If needed, bidders can schedule a visit to each school to view the areas where dumpsters are located, to do so, please contact the school head custodian ahead of time, and refer to page 9 for names and phone numbers list.