

**WESTPORT BOARD OF EDUCATION
110 MYRTLE AVENUE
WESTPORT, CT 06880
203-341-1002**



**WESTPORT PUBLIC SCHOOLS- FOOD WASTE COMPOSTING PROGRAM
SPECIFICATION COVER SHEET
BID # 21-009 BOE**

INTERESTED BIDDERS MUST SUBMIT ONE (1) ORIGINAL COPY, (3) THREE COPIES AND (1) ONE ELECTRONIC COPY (USB FLASH DRIVE) WHEN RESPONDING TO THIS BID.

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 PUBLIC SCHOOLS – FOOD WASTE COMPOSTING PROGRAM
TYPE OF BID: Sealed BID BID # 21-009 BOE
DUE DATE: Received Until: DATE: Monday, May 3, 2021 at 2: 00 pm

Bids will be opened and read aloud via ZOOM by invitation on Tuesday, May 4, 2021 at 11:00 a.m. Bidders interested in viewing the bid opening must send an email request to: Elio Longo at elongo@westportps.org no later than the bid due date.

Bids are due on or before Monday, May 3, 2021 at 2:00pm. Each Bid must be submitted with one (1) original, three (3) copies, and one (1) electronic labeled copy (USB flash drive) to the address below. Questions regarding this Bid may be directed to Ted Hunyadi, Director of Facilities and Security (203) 341-1271. Questions may be emailed to thunyadi@westportps.org beginning Thursday, April 22, 2021 but must be date stamped not later than noon, Thursday, April 29, 2021.

LOCATION TO MAIL BID: Elio Longo, Chief Financial Officer
Westport Board of Education
110 Myrtle Avenue, Room 300
Westport, CT 06880

Each response should be mailed in a sealed envelope cleared marked "BID #21-009 BOE, WESTPORT PUBLIC SCHOOLS, FOOD WASTE COMPOSTING PROGRAM". Faxed proposals will not be accepted. Bid packages are available on our website: <https://www.westportps.org/district/business-office/bids> and State of Connecticut Department of Administrative Services website: <https://portal.ct.gov/DAS/CTSource/BidBoard>

BID SECURITY: Bid Security Required _____% **BID Security** *Not* Required x
PREVAILING WAGE: Required _____ *Not* Required x

Notice is hereby given that sealed bids on the following will be received at the Office of the Chief Financial Officer until:

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DUE DATE Monday, May 3, 2021 at 2:00 pm.

Bids will be opened and read aloud via ZOOM by invitation only on Tuesday, May 4, 2021 at 11:00 am.

**BID # 21-009 BOE
WESTPORT PUBLIC SCHOOLS – FOOD WASTE COMPOSTING PROGRAM**

The Board of Education reserves the right to reject any and all bids, or any part thereof, to waive defects in the same, or to accept any proposal it deems to be in the best interest of the Board of Education and/or the Town of Westport.

Bids are due on or before Monday, May 3, 2021, at 2:00 pm. Each Bid must be submitted with one (1) original, three (3) copies, and one (1) electronic copy (USB flash drive) to the address below. Questions regarding this Bid may be directed to Ted Hunyadi, Director of Facilities and Security (203) 341-1271. Questions may be emailed to thunyadi@westportps.org beginning Thursday, April 22, 2021 but must be date stamped not later than noon, Thursday, April 29, 2021.

I have read and understand the bid requirements of this bid specifications included for my review herein:

Signature of Company Representative

Date

TYPED NAME AND TITLE:

COMPANY:

ADDRESS:

CITY: _____ **STATE:** _____ **ZIP:** _____

TELEPHONE NUMBER: _____ **FAX NUMBER:** _____

EMAIL ADDRESS: _____

(Please print clearly or attach business card):

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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: _____

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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.

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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.

LENGTH OF TIME PRICES WILL BE HONORED: THROUGH JUNE 30, 2024
START DATE: As required
COMPLETION DATE: As required

NOTE: By bidding on this contract the vendor agrees that any or all past clients may be contacted by the Westport Public 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.

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**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 or by anyone for whose acts 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.

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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)

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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

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INTRODUCTION

The Town of Westport is soliciting proposals and seeking to partner with a qualified waste hauler to collect and haul school food waste for a program.

The program will include 8 schools within the Town of Westport Board of Education. The selected vendor will work with the Board of Education starting this summer with collection services commencing on the first day of the school calendar of year 2021. Curbside collection of food waste will be rendered for three school calendar years.

Vendor will receive a school calendar every year starting with 2021 and ending in 2024. School calendar will be provided per vendor's request. Please see page 21 for upcoming 2021-2022 calendar.

The program will be set-up for once a week pick up that is scheduled by the vendor. Timing for pick up will be 7:00 AM through 1:00PM. A map of the schools locations is enclosed (page 14). If service is canceled due to weather the vendor will schedule pick up the next day.

Staples High School will be set up for twice a week pick up collection in the months of May and June, otherwise set-up for once a week for remainder of school calendar.

Vendor will provide composting carts for each school (size and quantities to be proposed by contractor) for their weekly compostable food waste. The food waste may be kept loose or in BPI Certified Compostable clear bags within these bins.

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SCOPE OF WORK

The Westport Public Schools is seeking qualified Vendors for FOOD WASTE COMPOSTING PROGRAM who will work with Westport Public Schools to make this program successful. Vendor will follow all local ordinances in addition to state regulations related to managing and handling of solid waste, and who will perform the task described below.

Once awarded the contract the vendor must supply a Certificate of Insurance and a W-9.

For questions regarding this bid, contact Theodore Hunyadi, Director of Facilities and Security for Westport Public School at (203) 341-1271 or by email to thunyadi@westportps.org.

Interested vendors should provide the following information in their proposal and addendum materials:

- a. Confirmation of license to haul waste in the Town of Westport, Connecticut.
- b. Summary of experience in the hauling of compost, trash, and/or recycling
- c. List of References
- d. Organizational profile and type of vehicle(s) to be used in collection
- e. Explanation of how you will meet the scope of services

If applicable, also include:

- f. Prior experience with successful organics collection, engagement with local communities, and the ability to partner with and educate the community
- g. Ability to help market pilot program to Town of Westport, Connecticut.

The vendor shall make the Bid from their own examinations and estimates, and shall not hold the Town, its agents, or employees responsible for or bound by any schedule. If any error in any Plan, Drawing, Specification or direction, relating to anything to be done under this Contract, comes to bidder's knowledge, the bidder should report it at once to The Westport Public Schools Board of Education/ Town of Westport.

The Town reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Town that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein. Conditional bids will not be accepted. The Town may require pre-qualification data from bidders unknown to it.

The Town reserves the right to reject any or all Bids, to waive any technical or legal deficiencies, and to accept any Bid that it may deem to be in the best interests of the Town.

The Successful Bidder must comply with the following:

Non-discrimination in Employment and Labor Standards: Bidders on this work and all subcontractors will be required to comply with the President's Executive Order No. 11246 (EEO) and the amendments and supplements to that Order regarding affirmative action and equal employment opportunity. A Compliance Certification Form is required with bid (Supplemental Conditions SC-20 CDBG Program Federal Contract Provisions). Requirements under this Order are detailed in the Bidding Documents.

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Department of Labor Regulations: The vendor must comply with all the Safety and Health Regulations (CFR29 Part 1926 and all subsequent amendments) as promulgated by the US Department of Labor on June 24, 1974; the Department of Labor Regulations relating to Copeland "Anti-Kickback Act (18 U.S.C. 874) as supplemented by 29 CFR Part 3; Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by 29 CFR Part 5, and Occupational Safety and Health Standards (OSHA) (29 CFR Part 1910).

Environmental Regulations: The vendor must comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). Contractors are urged to become familiar with the requirements of these regulations.

List of References:

1. REFERENCE NAME: _____

TELEPHONE: _____

2. REFERENCE NAME: _____

TELEPHONE: _____

3. REFERENCE NAME: _____

TELEPHONE: _____

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LOCATIONS/CONTACTS

SCHOOL/ADDRESS

CONTACT PERSON/TELEPHONE NO.

Staples High School
70 North Avenue
Westport, CT 06880

Fabian Macias, Head Custodian
(203) 943-9428 - Cell

Bedford Middle School
88 North Avenue
Westport, CT 06880

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

Coleytown Middle School
255 North Avenue
Westport, CT 06880

Ed Marini, Head Custodian
(203) 943-9442 - Cell

Kings Highway Elementary School
125 Post Road West
Westport, CT 06880

Bill Broadhurst, Head Custodian
(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

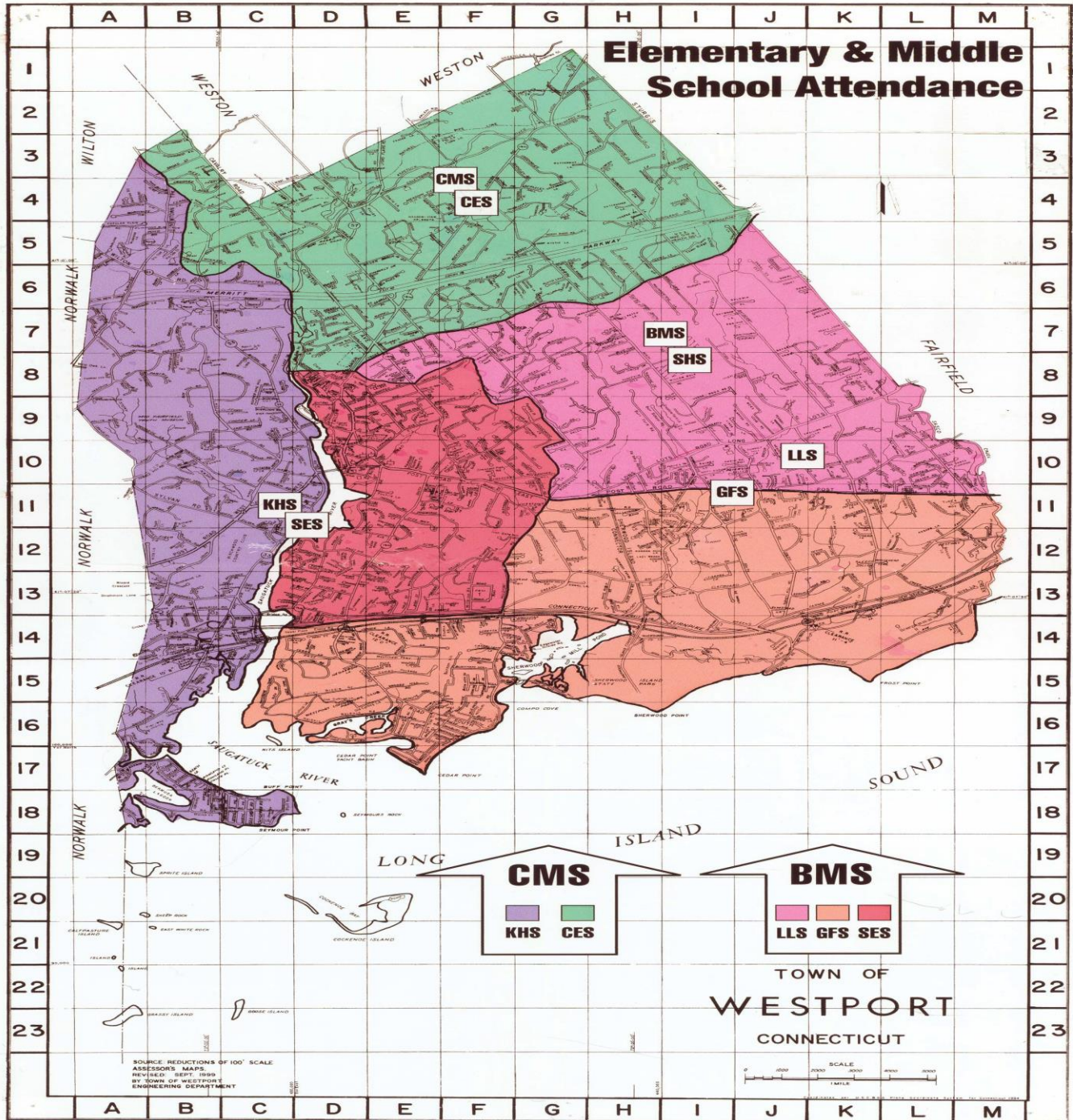
Green's Farms Elementary School
17 Morningside Drive S.
Westport, CT 06880

William McDonald, Head Custodian
(203) 943-9439 - Cell

Saugatuck Elementary School
170 Riverside Avenue
Westport, CT 06880

Al Orozco, Head Custodian
(203) 943-9448 - Cell

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PAYMENT SCHEDULE

The vendor shall be paid on a monthly basis, in arrears, provided all terms and conditions of these Specifications have been satisfactorily adhered to. The vendor 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 reserve 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 will pay all actual costs to date of termination; however, the vendor 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, 2021 through June 30, 2024 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.

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RULES & REGULATIONS

All vendors 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 vendor 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 vendor 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 vendor.

SUBCONTRACTING

The vendor 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 vendor 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 vendor 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 vendor 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 vendor 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.

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SAFETY AND HEALTH REGULATIONS

The vendor 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 vendor will be working. The vendor 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.

VENDOR'S OBLIGATIONS

The vendor 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 vendor 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 vendor.

The vendor 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 vendor, his/her agents, employees, of Subcontractors.

The vendor 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 Vendor shall give the work the constant attention necessary to facilitate the progress thereof and shall cooperate with the

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Westport Public Schools and/or the Town of Westport in every possible

SECTION A. COLLECTION

The selected vendor will pick up food waste weekly from Westport Public Schools using properly sealed vehicles that will not spill any waste, accidentally or otherwise, on the street. The vendor will accept all food waste and ensure pick-up all at participating schools.

SECTION B. COLLECTION BINS

The vendor will provide participating schools with a bin (size to be proposed by hauler) for their weekly compostable food waste at the beginning of the program. Food waste within the bins may be kept loose or BPI Compostable bags.

SECTION C. COLLECTION CARTS: SCHEDULE

The bin or bins will be emptied once a week in the cold months, and at least twice a week in the warm months, for 38 weeks based on the school calendar. Each year there will be a new school calendar that will be shared with the vendor upon request, see page 21 for 2021-2022 school calendar. School calendars projected number of weeks for pick-up collection can vary based on school year calendar.

SECTION D. COLLECTION BINS PLACEMENT & REPLACEMENT

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

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

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

SECTION E. COLLECTION BIN PICK UP TIMES

All collection bins shall be emptied in accordance to the "Service Schedule" provided herein *prior* to the normal hours of operation for each facility. The pickup times for each facility shall be 7:00 am to 1:00 pm. and cannot interrupt school hours.

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

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SECTION F. EXTRA BIN PICK UPS

The Westport Public Schools and/or Town of Westport reserve the right to call for extra collection bin pick-ups during the course of the Contract. When the vendor is notified by a representative of the Westport Public Schools and/or Town of Westport that an extra pick up is required the vendor shall provide said extra pick up no later than the next business day after being notified. The vendor 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 G. CHANGE OF COLLECTION BIN PICK UP SCHEDULE

The Westport Public Schools and/or Town of Westport reserves the right to change the collection bin picks 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; this is based on the projected school year calendar.

Any changes to the bin 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 vendor, and shall not reduce or increase the predetermined collection bin pick up rate established by this Bid.

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 Vendor 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 vendor 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 vendor shall comply in all aspects with the Equal Employment Opportunity Act. Each vendor with 15 or more employees shall be required to have an Affirmative Action Plan which declares that the vendor 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 vendor 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.

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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.

NOTE: The Westport Public Schools and/or Town of Westport reserve the right to change the collection bin 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.

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Westport Public Schools
SCHOOL CALENDAR 2021-2022

July 2021						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

5 Independence Day Observed

October 2021						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

January 2022						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

1 New Years Day
17 Martin Luther King Day

April 2022						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

15 Good Friday
18-22 Spring Recess

August 2021						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

31 First Day of School

November 2021						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

24 Shortened Day
25-26 Thanksgiving Recess

February 2022						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

21 President's Day
21-25 February Recess

May 2022						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Memorial Day 30

September 2021						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

6 Labor Day
7 Rosh Hashanah
16 Yom Kippur

December 2021						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

24 & 25 Christmas
24-31 Holiday Recess
31 New Year's Eve

March 2022						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

June 2022						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

Last Day June 16 unless snow days

Highlighted dates indicate 38 weeks schedule for pick-up

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**WESTPORT PUBLIC SCHOOLS
FOOD WASTE COMPOSITING PROGRAM
BID # 21-009 BOE**

BID FORMS (1 of 3)

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, 2021 – JUNE 30, 2024

COMPANY NAME & ADDRESS: _____

TELEPHONE: _____

FAX: _____

EMAIL ADDRESS: _____

REPRESENTED BY: _____

(Name & Title) _____

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

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**WESTPORT PUBLIC SCHOOLS
FOOD WASTE COMPOSITING PROGRAM
BID FORMS (2 of 3)**

CONTRACT PERIOD 7/1/2021 TO 6/30/2022

SCHOOL	# CARTS PROPOSED	GALLON CART PROPOSED	PRICE PER WEEK * GALLONS PROPOSED	# WEEKS	TOTAL PER YEAR
Greens Farms Elementary				38	
Saugatuck Elementary				38	
Kings Highway School				38	
Coleytown Elementary				38	
Long Lots School				38	
Bedford Middle School				38	
Coleytown Middle School				38	
Staples High School				38	

* Includes transportation and material processing fees

Total Price Collection Year 2021-2022

\$

CONTRACT PERIOD 7/1/2022 TO 6/30/2023

SCHOOL	# CARTS PROPOSED	GALLON CART PROPOSED	PRICE PER WEEK * GALLONS PROPOSED	# WEEKS	TOTAL PER YEAR
Greens Farms Elementary					
Saugatuck Elementary					
Kings Highway School					
Coleytown Elementary					
Long Lots School					
Bedford Middle School					
Coleytown Middle School					
Staples High School					

* Includes transportation and material processing fees

Total Price Collection Year 2022-2023

\$

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**WESTPORT PUBLIC SCHOOLS
FOOD WASTE COMPOSITING PROGRAM
BID FORM (3 of 3)**

CONTRACT PERIOD 7/1/2023 TO 6/30/2024

SCHOOL	# CARTS PROPOSED	GALLON CART PROPOSED	PRICE PER WEEK * GALLONS PROPOSED	# WEEKS	TOTAL PER YEAR
Greens Farms Elementary					
Saugatuck Elementary					
Kings Highway School					
Coleytown Elementary					
Long Lots School					
Bedford Middle School					
Coleytown Middle School					
Staples High School					

* Includes transportation and material processing fees

Total Price Collection Year 2023-2024

\$

<u>TOTAL BID – FOOD WASTE RECYCLING : FOR ALL SCHOOLS</u>			
TOTAL BID FOR ALL SCHOOLS	7/1/2021 to 6/30/2022	7/1/2022 to 6/30/2023	7/1/2023 to 6/30/2024
	\$	\$	\$

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*

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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 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. 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

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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

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**ADVERTISEMENT
WESTPORT PUBLIC SCHOOLS**

TO: All Interested Bidders

FROM: Theodore Hunyadi – Director of School Facilities

DATE: April 12, 2021

SUBJECT: **SPECIFICATIONS AND BID FORMS**
WESTPORT PUBLIC SCHOOLS
FOOD WASTE COMPOSTING PROGRAM
BID # 21-009 BOE

For questions regarding the bidding procedure, contact Ted Hunyadi, Director of Facilities and Security for Westport Public School at (203) 341-1271 or by email to: thunyadi@westportps.org

Bid packages are available in our website: <https://www.westportps.org/district/business-office/bids>, or
State of CT Administrative Services: <https://portal.ct.gov/DAS/CTSource/BidBoard>

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 Monday May 3, 2021 at 2:00pm**. For Westport Public Schools Food Waste Composting Program. All bid envelopes shall be marked.

WESTPORT PUBLIC SCHOOLS FOOD WASTE COMPOSTING PROGRAM BID # 21-009 BOE

Bids will be opened and read aloud via ZOOM by invitation on Tuesday, May 4, 2021 at 11:00 a.m. Bidders interested in viewing the bid opening must send an email request to: Elio Longo at elongo@westportps.org no later than the bid due date.