

WESTPORT BOARD OF EDUCATION  
110 MYRTLE AVENUE  
WESTPORT, CT 06880  
203 341-1002  
SPECIFICATION COVER SHEET



**GROUND MAINTENANCE SERVICES -WESTPORT PUBLIC SCHOOLS - BID # 19-011- BOE**

**VENDOR MUST ENCLOSE TWO COPIES OF THIS SPECIFICATION COVER SHEET AND TWO COPIES OF THE BID SPECIFICATIONS PRICING SHEETS 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 - GROUND MAINTENANCE SERVICES

**TYPE OF BID:** Sealed BID BID # 19-011- BOE

**BID CLOSURE DATE:** Received Until: DATE: 04/25/2019 TIME: 11:00 A.M.

**LOCATION TO FORWARD BID:** Elio Longo, Chief Financial Officer

Westport Board of Education

110 Myrtle Avenue, Room 300

Westport, CT 06880

**BID SECURITY:** Bid Security Required \_\_\_\_\_% BID Security Not Required x

**PREVAILING WAGE:** Required \_\_\_\_\_ Not Required x

**FORMS TO COMPLETE BID:** Submit two copies of the Bid Specification Sheets and Proposals

Identify Name of BID and Number on Envelope:

**GROUND MAINTENANCE SERVICES -WESTPORT PUBLIC SCHOOLS - BID # 19-011- BOE**

**THERE WILL BE A MANDATORY WALK THROUGH ON 2/20/2019 AT 10:00 AM. AT STAPLES HIGH SCHOOL, 70 NORTH AVENUE WESTPORT, CT 06880.**

LENGTH OF TIME PRICES WILL BE HONORED: THROUGH JUNE 30, 2022

START DATE: As required

COMPLETION DATE: 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.

**Staff Plan:** 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**  
**GROUNDS MAINTENANCE SERVICES**

**BID # 19-011-BOE**

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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.

**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 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.

**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.)

**WESTPORT BOARD OF EDUCATION, WESTPORT, CT.  
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

\_\_\_\_\_  
Company Name



**WESTPORT PUBLIC SCHOOLS**  
**GROUNDS MAINTENANCE SERVICES**  
**BID # 19-011- BOE**



**SCOPE OF WORK**

The Westport Public Schools is seeking qualified Vendors for GROUND MAINTENANCE SERVICES – Westport Public Schools. Once awarded the contract the vendor must supply a Certificate of Insurance and a W-9.

**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, 2019 through June 30, 2022 with the option of extending the contract for two (2) additional years at the discretion of the Westport Public Schools.

**LOCATIONS/CONTACTS**

- A. COLEYTOWN ELEMENTARY SCHOOL, 65 Easton Road, Westport, CT**  
APPROXIMATE ACREAGE: Refer to Item C under Scope of Work  
CONTACT PERSON: Jason Byrd, Head Custodian  
TELEPHONE #: (203) 295-5098
- GREEN’S FARMS SCHOOL, 17 Morningside Dr. S., Westport, CT**  
APPROXIMATE ACREAGE: Refer to Item C under Scope of Work  
CONTACT PERSON: William McDonald, Head Custodian  
TELEPHONE #: (203) 943-9439
- KINGS HIGHWAY ELEM. SCHOOL, 125 Post Road West, Westport, CT**  
APPROXIMATE ACREAGE: Refer to Item C under Scope of Work  
CONTACT PERSON: William Broadhurst, Head Custodian  
TELEPHONE #: (203) 943-9437
- LONG LOTS ELEMENTARY SCHOOL, 13 Hyde Lane, Westport, CT**  
APPROXIMATE ACREAGE: Refer to Item C under Scope of Work  
CONTACT PERSON: Peter Barcello, Head Custodian  
TELEPHONE #: (203) 604-4616
- SAUGATUCK ELEM. SCHOOL, 170 Riverside Avenue, Westport, CT**  
APPROXIMATE ACREAGE: Refer to Item C under Scope of Work  
CONTACT PERSON: Adalberto Orozco, Head Custodian  
TELEPHONE #: (203) 943-9448
- BEDFORD MIDDLE SCHOOL, 88 North Avenue, Westport, CT**  
APPROXIMATE ACREAGE: Refer to Item C under Scope of Work  
CONTACT PERSON: Harald Ott, Head Custodian  
TELEPHONE #: (203) 943-9430
- COLEYTOWN MIDDLE SCHOOL, 255 North Avenue, Westport, CT**  
APPROXIMATE ACREAGE: Refer to Item C under Scope of Work  
CONTACT PERSON: Joe DiPalma, Head Custodian  
TELEPHONE #: (203) 360-2502

**STAPLES HIGH SCHOOL,**  
APPROXIMATE ACREAGE:  
CONTACT PERSON:  
TELEPHONE #:

**70 North Avenue, Westport, CT**  
Refer to Item C under Scope of Work  
Horace Lewis, Head Custodian  
(203) 943-9428

**FACILITIES DEPARTMENT**  
CONTACT PERSON:  
TELEPHONE #:

**1 Canal Street, Westport, CT**  
Craig Schmarr, Supervisor, Bld. Operations  
(203) 943-9447

- B.** The work includes protection of ornamental trees and shrubs from pest infestation in a non-chemical manner.
- C.** The grounds area to be maintained is to include the entire site of each school with the exception of the athletic fields playing surfaces and wooded areas. The total area includes approximately 20 acres of lawn mowing (completed weekly), 10-12 acres of planting beds (hand removal of weeds, as needed) and 10-12 acres of field mowing (completed 3 times per year). Perimeter of woods abutting school grounds will also be covered as it relates to downed trees, poison ivy and tree trim back, etc. The Facilities Department also need to be maintained.
- D.** No work may be done prior to 4:00 p.m. during school days unless area is at least 200 feet from building and no disruption of teaching environment is reported.
- E.** After 4:00 p.m. crews must not disturb athletic events (i.e. tennis, baseball).
- F.** Work on weekends will be limited due to scholastic testing, arts and craft events, etc. All work must not be based upon weekends due to these events and weather-related issues, see each school head custodian for weekend schedules.
- G.** A personnel list must be provided for all company employees who may work on school grounds. This list must be accompanied by a company policy outlining screening procedures for drug/alcohol, immigration and felony testing.
- H.** A list of equipment to be used on site, as well as backup equipment must be provided and able to be physically viewed prior to award of contract.
- I.** All equipment must meet D.O.T. and O.S.H.A. requirements.
- J.** All personnel must wear eye and ear protection at all times.
- K.** A schedule of work to be completed throughout the year is to be provided to the owner.
- L.** One direct point of contact must be available 24 hours a day, 7 days a week in case of emergency.
- M.** A list of three (3) references of similar properties must be provided.
- N.** Contractor must show proof of the following equipment: A minimum of five (5) commercial landscape vehicles, ten (10) commercial grade 61-72 inch riding mowers, ten (10) commercial grade 44-52 inch walk behind mowers, five (5) commercial grade 18-25 inch rotary mowers, ten (10) mechanical backpacks, eight (8) weed whips, ten (10) leaf blowers and three (3) truck mounted or tow behind leaf vacuums. Company must also currently employ at least twenty-five (25) employees in a timely manner.

## GENERAL CONDITIONS

- A.** 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.
- B.** No Bidder may withdraw his/her Bid for a period of forty-five (45) calendar days after the Bid opening.
- C.** The Bidder is to clearly state in the Bid exactly what is intended to be furnished and is to furnish with the Bid an illustration or other descriptive material which will clearly indicate what will be furnished. Samples shall be furnished upon request.
- D.** 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.
- E.** The Westport Public Schools Chief Financial Officer and/or the Town of Westport Comptroller reserves the right to award by item, or part thereof, groups of items, or parts thereof, or all items of the Bid, and to award contracts to one or more Bidders submitting identical proposals as to prices; to reject any and all Bids in whole or in part; to waive technical defects, irregularities, and omissions if, in his/her judgment, the best interest of the Westport Public Schools and/or the Town of Westport will be served.
- F.** The Westport Public Schools and/or the Town of Westport reserves the sole and absolute right to reject any Bid offering services or products which, in its opinion, does not meet the standard of quality established by the specifications contained herein.
- G.** 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.
- H.** 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.
- I.** The Westport Public Schools and the Town of Westport are equal opportunity employers and we advise all Bidders of our intent to negotiate business only with other equal opportunity employers.  
All vendors, distributors, contractors and subcontractors with whom the Westport Public Schools and/or the Town of Westport contracts with are obligated to provide equal opportunity without regard to race, creed, color, national origin, age, sex, or handicap.
- J.** Bid packages are available in our website: <https://www.westportps.org/district/business-office/bids>,  
[State of Connecticut Department of Administrative Services website](#)
- K.** Amendments to or withdrawals of Bids received later than the time and date set for the Bid Opening shall not be considered.
- L.** Bids must be submitted on the BID FORM contained herein.

- M. Should the Westport Public Schools and/or the Town of Westport award this Bid, a Contract shall be entered into between the successful Contractor and the Westport Public Schools for the facilities awarded and between the successful Contractor and the Town of Westport for the facilities awarded (hereafter identified as Contract). The Contract shall not be signed until the Westport Public Schools and/or the Town of Westport receives and approves all required Submittals. In addition to the Contract the Westport Public Schools and the Town of Westport will issue separate purchase order(s) for the work to be awarded in the amount(s) Bid.
- N. For questions regarding the bidding procedure, contact Elio Longo, Chief Financial Officer at (203) 341-1001. **After the walkthrough scheduled for February 20 you have 5 business days to submit any questions in writing regarding the specifications to Theodore Hunyadi, Director of Facilities at [thunyadi@westportps.org](mailto:thunyadi@westportps.org)**

## **PRE-BID INSPECTION**

Prior to submission of a Bid the Contractor shall be responsible for performing a Pre-Bid Inspection of the grounds of all eight (8) Westport Public Schools. The Contractor shall meet with the Contact Person as listed in the scope of work section "A". of these Specifications for a tour of the grounds. The Contact Person will provide a general overview of the areas of responsibility.

**A MANDATORY WALK THROUGH IS SCHEDULED FOR FEBRUARY 20, 2019 AT 10:00 AM , AT STAPLES HIGH SCHOOL, 70 NORTH AVENUE, WESTPORT, CT. 06880**

## **ADDITIONAL RESPONSIBILITY**

Because of the difficulties in defining all property lines for the Westport Public Schools, the Contractor shall be responsible for maintaining, in full accordance with these specifications, any grounds areas not defined during the Pre-Bid Inspection up to a cumulative 1.0 acre.

During the course of the Contract the Contractor shall commence maintaining any previously unidentified area, up to said cumulative 1.0 acre, at no additional cost to the Westport Public Schools, upon written notification by the Westport Public Schools delineating the previously unidentified area.

Should the Contractor be made responsible for previously unidentified areas in excess of 1.0 acres, the Westport Public Schools shall afford the contractor an opportunity to negotiate a fee for the additional areas.

## **BONDS**

- A. **BID BOND:** All Bidders are to furnish a Bid Bond in the amount of ten percent (10%) of the total estimated Bid as Bid Security. The surety on the Bid Bond must be a corporate surety licensed to sign surety bonds in the State of Connecticut and must also be listed by the United States Treasury Department in its latest list as a qualified surety acceptable to the United States Government. The BID BOND shall be included with bid submission. **PLEASE REFER TO PAGE 1 FOR BID SECURITY REQUIREMENT.**

## **CONTRACT PERIOD**

The Contract Period for this Bid is from 07/1/19 to 06/30/2022 renewed annually.

## **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.

**Invoices for the Westport Public Schools can be submitted by email at "Purchasing@westportps.org or by mail 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 Contractor shall not be entitled to any profit on unfinished or unearned work.

## **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 or the Comptroller for the Town of Westport, 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**

Any work outside of bid must submit change order for approval before any work is to take place, approved by Director of Facilities.

## **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 the 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.

## **SUPERINTENDENCE BY THE CONTRACTOR**

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 way.

### **SCOPE OF WORK SPECIFICATIONS - SCHEDULING OF WORK**

A. The Contractor shall be responsible for the scheduling of the work specified herein throughout the contract period.

\*No work is to be performed in the immediate proximity (200 feet) of the school buildings while school is in session. School sessions are as follows:

<b>Staples High School</b>	<b>07:30 a.m.to 02:15 p.m.</b>
<b>Middle Schools</b>	<b>08:00 a.m.to 02:45 p.m.</b>
<b>Elementary Schools</b>	<b>08:30 a.m.to 03:15 p.m.</b>

C. If services being performed under this Contract interfere with the educational environment at any given time, and the Contractor is advised by the School Principal or the Director of Facilities that the services must be rescheduled; the rescheduling shall be done at no additional expense to the Westport Public Schools.

D. If the Contractor experiences scheduling problems the Contractor is to bring the matter to the attention of the Director of Facilities for resolution.

### **SECTION 1 - SPRING CLEANUP** – The Spring Cleanup shall be performed during the month of April.

A. **DESCRIPTION OF WORK:** The work shall consist of a Spring Cleanup of lawn areas and planting beds as follows:

1. Remove all leaves, paper, trash and debris from shrubs.
2. Remove all weeds from the shrub beds by hand picking or by turning the soil over.
3. Deep edge all shrub borders to four (4) inches. Define a smooth curved line between shrubs border and edge of lawn.
4. Do not cut any bulb perennials until all leaves have browned and/or dried.
5. Power sweep of all lawn areas.

\*ALL DEBRIS ACCUMULATED FROM MAINTENANCE MUST BE DUMPED OFF SITE.

### **SECTION 2 – SHRUB PRUNING**

A. General shrub pruning – (SEE PRUNING BASICS ADDENDUM)

B. Shrub pruning shall be done to all shrubs at all schools accordingly as required by Pruning Basics Addendum – Westport Public Schools (at end of this bid document.)

### **SECTION 3 - LAWN CUTTING**

\*Lawn cutting shall begin April 1 and continue to the end of the growing season, weather permitting.

A. **DESCRIPTION OF WORK FOR ALL LAWN AREAS ARE AS FOLLOWS:**

1. **Lawn Height:** Lawn shall be mown to a height of two to two and one half inches (2" to 2 1/2"). During periods of excessive heat (+85°F) and little rainfall, the mowing height can be increased up to three and one half inches (3 1/2"). Blade heights shall be checked before mowing begins to maintain correct height.
2. **Lawn Cutting Frequency:** Lawn shall be cut weekly as necessary to maintain the lawn height referenced above. Lawn shall not grow more than one third (1/3) higher than the acceptable lawn height. The lawn areas shall be inspected by the Contractor on at least a weekly basis to determine if mowing is required.

3. Clippings: All clippings are to remain on lawn areas only. Lawn clippings will not be permitted in planting beds. All pavement areas and sidewalks shall be swept free of any lawn clippings.
4. Cutting: Mowing patterns shall be alternated so as to not cause wear patterns or compact the soil.
  - Care shall be taken so that lawn mowing equipment does not damage sidewalks, pavements, planting beds, buildings, etc.
  - Lawn height shall be maintained right up to edges of tree trunks. String line trimmers (weed whackers) **shall not be used around any trees.**
  - All curb edges, pavement and sidewalk edges, and building edges shall be kept trim with grass trimmers. Grass sticking up at curb and pavement edges will not be acceptable.
  - A clean smooth line shall be maintained at edge of lawn and planting beds. Hand trim and shape with tools as necessary to maintain clean defined edge.
  - Stones, sticks, and rubbish are to be picked up before cutting and are to be disposed of offsite.
  - The Contractor shall maintain all equipment in first class condition and all cutting blades are to be kept sharp at all times.
  - Clippings shall be directed away from buildings to prevent damage or discoloration of structures. This applies to a distance within ten (10) feet of the structure.

#### **SECTION 4 – MULCHING**

**\*Shall be done immediately after the Spring Cleanup and completed no later than May 15 each year.**

- A. **MULCH TYPE:** Mulch shall be a blend of non-dyed, non-treated softwood brown-colored mulch consisting of 100% Pine Bark, Spruce, Cedar and/or Hemlock or any combination thereof.
- B. **DESCRIPTION OF WORK:** Work shall include furnishing and applying a two to three inch (2-3”) depth of shredded hardwood bark mulch in shrub beds as follows:
  1. The entire area of shrub beds shall be covered with an even two to three inch (2-3”) deep layer of shredded hardwood bark mulch. Hand spread much as necessary so that it covers entire area underneath all plants. Mulch application shall be coordinated with the Spring Cleanup so that mulch is spread after the following work is completed:
    - Removal of all leaves, weeds and debris from shrub beds.
    - Deep edging of all shrub bed borders.
  2. The mulch application shall be neat and professionally applied.
  3. **OVERMULCHING TO TREES, SHRUBS, PERENNIALS, GRASSES, ANNUALS, GROUNDCOVERS AND BULB PLANTS WILL NOT BE CONSIDERED A ACCEPTABLE MULCHNG.** It is expected that the contractor will mulch to proper depths and avoid “Mulch Volcanos” around tree trucks, shrubs stems and the like. Any evidence of mulch volcano activity will be rejected and ordered to remediate immediately with no payment.

#### **SECTION 5 - MISCELLANEOUS WEED AND GRASS CONTROL**

##### **A. DESCRIPTION OF WEED AND GRASS CONTROL**

1. Trimming and handpicking shall be done as necessary to control growth of weeds and grass and to maintain an attractive flower and plant bed and border appearance. Inspection by the Contractor shall be done on a weekly basis to determine need.



2. Trim grass using grass trimmer (weed whacker) or handpick all weeds and grass as necessary to remove from paved and hard surface areas.
3. All weeds and grass growing in groundcover areas (ivy, cotoneaster, juniper, etc.) or in shrub beds shall be handpicked and removed as necessary to maintain an attractive appearance free of unsightly weeds. String line grass trimmer (weed whacker) is prohibited in ground cover areas.

## **SECTION 6 - FALL CLEANUP**

**A. DESCRIPTION OF WORK:** Work shall consist of a Fall Cleanup of lawn areas and shrub beds as follows:

1. Remove all leaves, paper, trash, and debris accumulated in shrub beds and dispose of offsite.
2. After all leaves have fallen from trees remove all leaves so that lawn areas are free from any leaves. Properly dispose of leaves off site. Burning of leaves on site is strictly prohibited.
3. Remove any accumulation of leaves in corners of buildings, steps, walls, etc.

## **SECTION 7 - PRUNING TREES**

**A. TREE WORK IS NOT INCLUDED IN THIS BID PACKAGE.**

\*There is no obligation of the Bidder to trim, remove, treat or otherwise manage Westport Public Schools trees. If tree work is found to be necessary in order to conduct duties of the general maintenance associated with this bid, Please contact the Director of Facilities to explain and have remedied.

## **SECTION 9 - RETENTION POND MAINTENANCE**

1. Long Lots Elementary School, 13 Hyde Lane, Westport, CT 06880
2. Bedford Middle School, 88 North Avenue, Westport, CT 06880
3. Staples High School, 70 North Avenue, Westport, CT 06880

## **SECTION 9 – SWALE CLEANING**

Staples High School, 70 North Avenue, Westport, CT 06880 (located behind soccer field)

- A.** The initial sediment forebay should be inspected monthly for clogging and sediment buildup. Sediment buildup should be removed when approximately 25 percent of the water quality volume or channel capacity has been exceeded. Excessive trash and debris should be removed and disposed of in an appropriate location.
- B.** The vegetation along the swale bottom and side slopes should be inspected for erosion and repaired (seeded or sodded), once per month cleaning, additional time may be required at owner's request.

**WESTPORT PUBLIC SCHOOLS**  
**GROUNDS MAINTENANCE SERVICES**  
**BID # 19-011- BOE**  
**BID FORMS**



**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, 2019 – JUNE 30, 2022**

**COMPANY NAME & ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_ **FAX :** \_\_\_\_\_

**EMAIL ADDRESS:** \_\_\_\_\_

**REPRESENTED BY:** \_\_\_\_\_

*(Name & Title)*

**INSTRUCTIONS:**

The undersigned, attesting to be a duly authorized representative of the Company, hereby Proposes to furnish all services required, in accordance with said Specifications, as indicated below.

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

SCHOOL	CONTRACT PERIOD BID PRICE		
	7/1/2019 to 6/30/2020	7/1/2020 to 6/30/2021	7/1/2021 to 6/30/2022
<u>COLEYTOWN ELEMENTARY SCHOOL</u>			
SPRING CLEANUP (Scope of Work Specification)			
LAWN CUTTING (See Scope of Work Specification)			
MULCHING (See Scope of Work Specification)			
MISCELLANEOUS WEED & GRASS CONTROL (See Scope of Work Specification)			
FALL CLEANUP (See Scope of Work Specification)			
PRUNING TREES (See Scope of Work Specification)			
<b>YEAR TOTAL BID FOR SCHOOL</b>			

**WESTPORT PUBLIC SCHOOLS**  
**GROUNDS MAINTENANCE SERVICES**  
**BID # 19-011- BOE**



<b><u>SCHOOL</u></b>	<b>CONTRACT PERIOD BID PRICE</b>		
<b><u>GREENS FARMS ELEMENTARY SCHOOL</u></b>	7/1/2019 to 6/30/2020	7/1/2020 to 6/30/2021	7/1/2021 to 6/30/2022
SPRING CLEANUP (Scope of Work Specification)			
LAWN CUTTING (See Scope of Work Specification)			
MULCHING (See Scope of Work Specification)			
MISCELLANEOUS WEED & GRASS CONTROL (See Scope of Work Specification)			
FALL CLEANUP (See Scope of Work Specification)			
PRUNING TREES (See Scope of Work Specification)			
<b>YEAR TOTAL BID FOR SCHOOL</b>			

<b>SCHOOL</b>	<b>CONTRACT PERIOD BID PRICE</b>		
<b><u>KINGS HIGHWAY ELEMENTARY SCHOOL</u></b>	7/1/2019 to 6/30/2020	7/1/2020 to 6/30/2021	7/1/2021 to 6/30/2022
SPRING CLEANUP (Scope of Work Specification)			
LAWN CUTTING (See Scope of Work Specification)			
MULCHING (See Scope of Work Specification)			
MISCELLANEOUS WEED & GRASS CONTROL (See Scope of Work Specification)			
FALL CLEANUP (See Scope of Work Specification)			
PRUNING TREES (See Scope of Work Specification)			
<b>YEAR TOTAL BID FOR SCHOOL</b>			

**WESTPORT PUBLIC SCHOOLS**  
**GROUNDS MAINTENANCE SERVICES**  
**BID # 19-011- BOE**



SCHOOL	CONTRACT PERIOD BID PRICE		
<u>LONG LOTS ELEMENTARY SCHOOL</u>	7/1/2019 to 6/30/2020	7/1/2020 to 6/30/2021	7/1/2021 to 6/30/2022
SPRING CLEANUP (Scope of Work Specification)			
LAWN CUTTING (See Scope of Work Specification)			
MULCHING (See Scope of Work Specification)			
MISCELLANEOUS WEED & GRASS CONTROL (See Scope of Work Specification)			
FALL CLEANUP (See Scope of Work Specification)			
PRUNING TREES (See Scope of Work Specification)			
RETENTION POND MAINTENANCE (See Scope of Work Specification)			
<b>YEAR TOTAL BID FOR SCHOOL</b>			

SCHOOL	CONTRACT PERIOD BID PRICE		
<u>SAUGATUCK ELEMENTARY SCHOOL</u>	7/1/2019 to 6/30/2020	7/1/2020 to 6/30/2021	7/1/2021 to 6/30/2022
SPRING CLEANUP (See Scope of Work Specification)			
LAWN CUTTING (See Scope of Work Specification)			
MULCHING (See Scope of Work Specification)			
MISCELLANEOUS WEED & GRASS CONTROL (See Scope of Work Specification)			
FALL CLEANUP (See Scope of Work Specification)			
PRUNING TREES (See Scope of Work Specification)			
<b>SUB TOTAL FOR SCHOOL</b>			

**WESTPORT PUBLIC SCHOOLS**  
**GROUNDS MAINTENANCE SERVICES**  
**BID # 19-011- BOE**



SCHOOL	CONTRACT PERIOD BID PRICE		
<u>BEDFORD MIDDLE SCHOOL</u>	7/1/2019 to 6/30/2020	7/1/2020 to 6/30/2021	7/1/2021 to 6/30/2022
SPRING CLEANUP (Scope of Work Specification)			
LAWN CUTTING (See Scope of Work Specification)			
MULCHING (See Scope of Work Specification)			
MISCELLANEOUS WEED & GRASS CONTROL (See Scope of Work Specification)			
FALL CLEANUP (See Scope of Work Specification)			
PRUNING TREES (See Scope of Work Specification)			
RETENTION POND MAINTENANCE (See Scope of Work Specification)			
<b>YEAR TOTAL BID FOR SCHOOL</b>			

SCHOOL	CONTRACT PERIOD BID PRICE		
<u>COLEYTOWN MIDDLE SCHOOL</u>	7/1/2019 to 6/30/2020	7/1/2020 to 6/30/2021	7/1/2021 to 6/30/2022
SPRING CLEANUP (See Scope of Work Specification)			
LAWN CUTTING (See Scope of Work Specification)			
MULCHING (See Scope of Work Specification)			
MISCELLANEOUS WEED & GRASS CONTROL (See Scope of Work Specification)			
FALL CLEANUP (See Scope of Work Specification)			
PRUNING TREES (See Scope of Work Specification)			
<b>SUB TOTAL FOR SCHOOL</b>			

**WESTPORT PUBLIC SCHOOLS**  
**GROUNDS MAINTENANCE SERVICES**  
**BID # 19-011- BOE**



SCHOOL	CONTRACT PERIOD BID PRICE		
<u>STAPLES HIGH SCHOOL</u>	7/1/2019 to 6/30/2020	7/1/2020 to 6/30/2021	7/1/2021 to 6/30/2022
SPRING CLEANUP (Scope of Work Specification)			
LAWN CUTTING (See Scope of Work Specification)			
MULCHING (See Scope of Work Specification)			
MISCELLANEOUS WEED & GRASS CONTROL (See Scope of Work Specification)			
FALL CLEANUP (See Scope of Work Specification)			
PRUNING TREES (See Scope of Work Specification)			
RETENTION POND MAINTENANCE (See Scope of Work Specification)			
SWALE CLEANING (See Scope of Work Specification)			
<b>YEAR TOTAL BID FOR SCHOOL</b>			

SCHOOL	CONTRACT PERIOD BID PRICE		
<u>FACILITIES DEPARTMENT</u>	7/1/2019 to 6/30/2020	7/1/2020 to 6/30/2021	7/1/2021 to 6/30/2022
LAWN CUTTING (See Scope of Work Specification)			
<b>YEAR TOTAL BID FOR FACILITIES DEPT.</b>			

<b><u>TOTAL BID - GROUND MAINTENANCE SERVICE FOR ALL SCHOOLS AND FACILITIES DEPT.</u></b>			
<b>TOTAL BID FOR ALL SCHOOLS</b> (Add Year Total Bid for all Schools 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)*

## 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 Bidders  
FROM: Theodore Hunyadi – Director of School Facilities  
DATE: February 4, 2019  
SUBJECT: **SPECIFICATIONS AND BID FORMS**  
WESTPORT PUBLIC SCHOOLS  
GROUNDS MAINTENANCE BID  
BID # 19-011 BOE

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

**THERE WILL BE A MANDATORY WALK THROUGH ON 2/20/2019 AT 10:00 AM. AT STAPLES HIGH SCHOOL, 70 NORTH AVENUE WESTPORT, CT 06880**

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 25th , 2019 at 11:00 am. for Westport Public Grounds Maintenance Bid. All bid envelopes shall be marked.

**WESTPORT PUBLIC SCHOOLS GROUND MAINTENANCE BID # 19-011 BOE**