

I. WESTPORT BOARD OF EDUCATION
110 MYRTLE AVENUE
WESTPORT, CT 06880
203 341-1002
SPECIFICATION COVER SHEET
BID #15-007-BOE
SEPTIC TANK CLEANING

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 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. 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: SEPTIC TANK CLEANING - WESTPORT PUBLIC SCHOOLS
TYPE OF BID: Sealed BID BID #15-007-BOE
BID CLOSURE DATE: Received Until: DATE: February 12, 2015 TIME: 9:30 A.M.

LOCATION TO FORWARD BID: Elio Longo, Director of School Business Operations

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 BID Number on Envelope:

SEPTIC TANK CLEANING - WESTPORT PUBLIC SCHOOLS BID #15-007-BOE

LENGTH OF TIME PRICES WILL BE HONORED: _____

STATE ESTIMATED DELIVERY DATE: _____

STATE ESTIMATED COMPLETION DATE: _____

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.

II.

**WESTPORT PUBLIC SCHOOLS
SEPTIC TANK CLEANING - WESTPORT PUBLIC SCHOOLS
BID #15-007-BOE**

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III.

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:* _____

IV.

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 includes 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.

IV. CONDITIONS FOR BIDDING (CONTINUED)

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 submit 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.
13. See attached Specification Cover Sheet to be used.

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 to release and discharge by bidding on this contract for the vendor him/herself, his/her heirs executors administrators and assigns, release acquit and forever discharge the Westport School System, its Board of Education and all employees and any or all other persons, firms and corporations of and from 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 growing out of any former client contacted by the Westport School System to obtain an opinion regarding any 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**

Article: Insurance Requirements

The Vendor/Contractor/User of Town Property shall purchase from and maintain, for the life of the contract, in a company or companies with an A.M. Best rating of A- (VII) or better. Such insurance will protect the Town from claims set forth below which may arise out of or result from the Vendor/Contractor/User of Town Property obligation under this agreement, whether such obligations are the Vendor/Contractor/User of Town Property or by 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 the Town as an additional insured 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 the Town.
- The policy shall contain a waiver of liability in favor of 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 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 the Town as an additional insured.

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 coverage's 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 the Town as an additional insured.

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 the Town as an additional insured.

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 the Town as an additional insured and waive subrogation in favor of the Town.

As to the insurance required, the insurer(s) and/or their authorized agents shall provide the Town with certificates of insurance prior to execution of the agreement by the Town, 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.)

VI.

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 Town/City of Westport and/or the Westport Board of Education 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 agreement and alleged to have been caused in whole or in part by the Contractor, and even if caused by the negligence of the Town/City and/or the Board of Education or any of their officers, employees, agents, servants and volunteers. 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 this contract, out of the Contractor's or Contractor Parties' Acts concerning its or their duties and obligations as set forth in this 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 the Town/City and/or the Board of Education shall be endorsed on the Contractor's policies of insurance as additional insured.

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 the Town/City and/or Board of Education 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 the Town/City and/or Board of Education is excess.

The Vendor/Contractor/User of Town Property insurance carrier will waive all rights of subrogation against the Town/City and/or Board of Education, 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

VII.

SCOPE OF WORK

The Westport Public Schools is seeking bids to provide all labor, materials, equipment and supplies required to thoroughly clean the septic tanks and pump chambers at the locations indicated below in accordance with accepted trade practices. All subsequent dumping of the waste pumped from the septic tanks shall be done in strict accordance with all Federal, State and Local laws, rules and regulations at an approved Waste Treatment Plant. There will be availability to dump in Westport, CT at the cost of \$95.00 per 1000 gallons. All tanks and pumps shall be cleaned two (2) times per year.

The Contractor shall thoroughly clean the septic tanks twice a year at the locations listed below. The Contractor shall notify the head custodian at each school and the Director of Facilities of the date scheduled for the septic tank cleaning at least one (1) week in advance.

One cleaning shall be done in November and one cleaning shall be done in May.

LOCATIONS/CONTACTS:

Coleytown Middle School, 255 North Avenue, Westport, CT
Tank Size: Two (2) 9,000 Gallon
One (1) 2,000 Gallon
One (1) 1,000 Gallon Pump Chamber
Contact Person: Joseph DiPalma, Head Custodian
Telephone #: (203) 341-1600

Coleytown Elementary School, 65 Easton Road, Westport, CT
Tank Size: One (1) 16,200 Gallon
One (1) 2,000 Gallon Pump Chamber
One (1) 2,500 Gallon
One (1) 500 Gallon Pump Chamber
Contact Person: Joseph Caruso
Telephone #: (203) 341-1700

VIII.

**BID FORM
WESTPORT PUBLIC SCHOOLS
SEPTIC TANK CLEANING - WESTPORT PUBLIC SCHOOLS
BID #15-007-BOE**

A. **BID: #12-015-BOE** **Westport Public Schools
SEPTIC TANK CLEANING**

B. **BIDS DUE:** **February 12, 2015 prior to 9:30 A.M.**

C. **BIDS TO BE DELIVERED PRIOR TO BID DEADLINE TO:**

Assistant Superintendent for Business
Westport Public Schools
110 Myrtle Avenue
Westport, CT 06880

D. **BIDDER COMPANY NAME & ADDRESS:**

E. **BIDDER TELEPHONE:** _____ - _____ - _____

F. **BIDDER FACSIMILE (FAX):** _____ - _____ - _____

G. **BIDDER REPRESENTED BY:**

Name

Title

BID FORM (2 of 4 pages)

H. LOCATIONS:

COLEYTOWN ELEMENTARY SCHOOL
65 Easton Rd.
Westport, CT 06880
Contact: Joe Caruso
(203) 341-1700

I. BASE BID:

The undersigned, attesting to be a duly authorized representative of the Bidder, having familiarized himself/herself with the existing conditions of the site affecting the cost of the work, and with all Specifications and Drawings contained herein, hereby proposes to furnish all supervision, technical personnel, labor, materials, equipment, tools, appurtenances, and services required to perform and satisfactorily complete the work specified, in accordance with said Specifications; included all addenda issued prior to opening of Bids; for the lump sum of:

JULY 1, 2015 – JUNE 30, 2016

SEPTIC TANK CLEANING (as specified, per gallon)	\$ _____
Dumping Fees	\$ _____
Total	\$ _____

JULY 1, 2016 – JUNE 30, 2017

SEPTIC TANK CLEANING (as specified, per gallon)	\$ _____
Dumping Fees	\$ _____
Total	\$ _____

JULY 1, 2017 – JUNE 30, 2018

SEPTIC TANK CLEANING (as specified, per gallon)	\$ _____
Dumping Fees	\$ _____
Total	\$ _____

H. LOCATION:

COLEYTOWN MIDDLE SCHOOL
255 North Avenue
Westport, CT 06880
Contact: Joseph DiPalma
(203) 341-1600

I. BASE BID:

The undersigned, attesting to be a duly authorized representative of the Bidder, having familiarized himself/herself with the existing conditions of the site affecting the cost of the work, and with all Specifications and Drawings contained herein, hereby proposes to furnish all supervision, technical personnel, labor, materials, equipment, tools, appurtenances, and services required to perform and satisfactorily complete the work specified, in accordance with said Specifications; included all addenda issued prior to opening of Bids; for the lump sum of:

JULY 1, 2015 – JUNE 30, 2016

SEPTIC TANK CLEANING (as specified, per gallon) \$ _____

Dumping Fees \$ _____

Total \$ _____

JULY 1, 2016 – JUNE 30, 2017

SEPTIC TANK CLEANING (as specified, per gallon) \$ _____

Dumping Fees \$ _____

Total \$ _____

JULY 1, 2017 – JUNE 30, 2018

SEPTIC TANK CLEANING (as specified, per gallon) \$ _____

Dumping Fees \$ _____

Total \$ _____

IX.

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 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

X.

**ADVERTISEMENT
WESTPORT PUBLIC SCHOOLS**

TO: All Interested Bidders

FROM: Theodore Hunyadi, Director of Facilities and Security and Security

DATE: January 7, 2015

SUBJECT: **SPECIFICATIONS AND BID FORMS
SEPTIC TANK CLEANING - WESTPORT PUBLIC SCHOOLS
BID #15-007-BOE**

Sealed bids will be received in the office of the Director of School Business Operations, Westport Public Schools, 110 Myrtle Avenue, 3rd Floor, Westport, CT no later than February 12, 2015 at **9:30 A.M.** for SEPTIC TANK CLEANING – Westport Public Schools as described herein. All bid envelopes shall be marked "**BID #15-007-BOE - SEPTIC TANK CLEANING – WESTPORT PUBLIC SCHOOLS.**"

Bid packages are available in the District Maintenance Office, One (1) Canal Street, Westport, CT starting on January 9, 2015, between the hours of 8:30 a.m. and 3:00 p.m. or on-line from our website: <http://www.westport.k12.ct.us>