

I.

WESTPORT BOARD OF EDUCATION  
110 MYRTLE AVENUE  
WESTPORT, CT 06880  
203 341-1002  
SPECIFICATION COVER SHEET  
BID # 17-022-BOE



**PEST CONTROL SERVICES – WESTPORT PUBLIC SCHOOLS**

**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: PEST CONTROL SERVICES – WESTPORT PUBLIC SCHOOLS

TYPE OF BID: Sealed BID BID # 17-022-BOE

BID CLOSURE DATE: Received Until: DATE: 06/02/2017 TIME: 10:00 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

PREVAILING WAGE: Required \_\_\_\_\_ Not Required Not Required

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

Identify Name of BID and BID Number on Envelope:

LENGTH OF TIME PRICES WILL BE HONORED: JUNE 30, 2020

START DATE: July 1, 2017

COMPLETION DATE: June 30, 2020

**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 BOARD OF EDUCATION  
Elio Longo  
Office of Director of School Business Operations  
110 Myrtle Avenue  
Westport, CT 06880  
203 341-1001



BID # 17-022-BOE

**PEST CONTROL SERVICES – WESTPORT PUBLIC SCHOOLS**

Notice is hereby given that sealed bids on the following will be received at the Office of the Director of School Business Operations until:

DATE 06/02/2017 at 10:00 a.m.

At which time they will be publicly opened and read aloud:

BID # 17-022-BOE

**PEST CONTROL SERVICES – WESTPORT PUBLIC SCHOOLS**

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.

**Questions regarding this bid should be directed to Theodore Hunyadi, Director of Facilities, at 203-341-1271.**

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)*: \_\_\_\_\_

II.

**WESTPORT PUBLIC SCHOOLS  
PEST CONTROL SERVICES – WESTPORT PUBLIC SCHOOLS  
BID # 17-022-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 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.
13. See attached specification cover sheet to be used.

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, 2017 through June 30, 2020 with the option of extending the contract for two (2) additional years at the discretion of the Westport Public Schools.

#### **CONTRACT PERIOD/CONTRACT EXTENSION**

The contract period shall be from July 1, 2017 through June 30, 2020.

The Westport Public Schools reserves the right to extend the contract, on an annual basis, with the approval of the Westport Public Schools Director of Business Operations, if the Westport Public Schools deems an extension to be in its best interest.

Each fiscal year (July 1 – June 30) the Contract is extended, the Contract extension shall be by the issuance of a Westport Public Schools Purchase Order.

**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.



**V. 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.)



VI.

**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

VII.

SCOPE OF WORK



The Westport Public Schools is seeking qualified Vendors for Pest Control Services. Once awarded the contract the vendor must supply a Certificate of Insurance.

**LOCATIONS/CONTACTS:**

**SCHOOL/ADDRESS**

**CONTACT PERSON / TELEPHONE NO.**

**Coleytown Elementary School**  
65 Easton Road  
Westport, CT 06880

Jason Byrd, Head Custodian  
203-295-5098

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

William McDonald, Head Custodian  
(203) 943-9439

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

William Broadhurst, Head Custodian  
(203) 943-9437

**Long Lots School**  
13 Hyde Lane  
Westport, CT 06880

Peter Barcello, Head Custodian  
(203) 604-4616

**Saugatuck Elementary School**  
170 Riverside Avenue  
Westport, CT 06880

Al Orozco, Head Custodian  
(203) 943-9448

**Bedford Middle School**  
88 North Avenue  
Westport, CT 06880

Harald Ott, Head Custodian  
(203) 943-9430

**Coleytown Middle School**  
255 North Avenue  
Westport, CT 06880

Joseph DiPalma, Head Custodian  
(203) 360-2502

**Staples High School**  
70 North Avenue  
Westport, CT 06880

Horace Lewis, Head Custodian  
(203) 943-9428

## SCOPE OF WORK - CONTINUATION

The Westport Public Schools is seeking a qualified Vendor to provide annual pest control services for the eight (8) schools and 1 Canal Street, the District Maintenance Office), that it operates. We are asking for bids for three consecutive years beginning July 1, 2017 - June 30, 2020. The Contractor shall furnish all chemicals, traps, insecticides, equipment and labor necessary to provide pest control of Roaches, Sugar Ants, Ants, Bees Treating per Occurrence, Centipedes, Millipedes, Silverfish, Firebrats, Sowbugs, Pillbugs and Spiders, Carpenter Ants, Rodents and Mice throughout the schools. This bid requires monthly servicing and inspections of all schools, including, but not limited to, kitchens, loading docks, refuse disposal areas, culinary arts rooms and all other locations identified by the head custodians as problematic during the previous month. **All State of Connecticut Integrated Pest Management processes and procedures will be strictly adhered to.** The following pests are excluded from the contract, birds, bats and all other vertebrates other than communal rodents: termites and other wood destroying organisms: carpenter ants, mosquitoes, pests located outside that bldg. primarily feed on outdoor vegetarian. It is understood that the pest control contract may be called upon to control or remove these pests as requested by the Supervisor of Building Operations.

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, 2017 through June 30, 2020 with the option of extending the contract for two (2) additional years at the discretion of the Westport Public Schools.

The contract period shall be from July 1, 2017 through June 30, 2020.

The Westport Public Schools reserves the right to extend the contract, on an annual basis, with the approval of the Westport Public Schools Director of Financial Services, if the Westport Public Schools deems an extension to be in its best interest,

Each fiscal year (July 1 – June 30) the Contract is extended, the Contract extension shall be by the issuance of a Westport Public Schools Purchase Order

Should the Westport Public Schools require changes in the scope of work after a Contract is established, either to increase the areas to be treated or to decrease the areas to be treated, the Westport Public Schools shall negotiate a change in Contract price with the Contractor. If mutually agreeable terms cannot be met the Contract shall be cancelled by the Westport Public Schools and subsequently re-BID.

The following pest control functions are not included in this contract: Squirrels (or other woodland creatures), bats, birds, flies, mosquitos, gnats, fleas, ticks, beatles and wasps. However, the Contractor shall have the ability to control these pests on a time and material basis.

The Westport Public Schools reserves the right to negotiate with the Contractor for providing the pest control services listed above on a fixed cost or time and material basis.

The Contractor shall meet all current licensing requirements from the State of Connecticut and shall submit proof of same with the bid submission. The Contractor shall be responsible for the implementation of the pest control services and programs required by these Specifications. The Contractor shall be responsible for providing licensed pesticide applicators who have been trained and certified by the applicable State of Connecticut agency as competent to handle and apply the classes of pesticide products required for this contract. The contractor shall have a Board Certified Entomologist on staff with a Connecticut Supervisors License which shall be submitted with the bid.

All insecticides, rodenticides and bait stations shall be removed from the facilities covered by this contract at the conclusion of the contract. During the contract period the Contractor shall not store any chemicals, applicators, equipment, etc. in or around any of the facilities.

The Contractor shall provide each technician with proper identification which must be in their possession when performing duties related to this contract within or upon Westport Public Schools property.

No pesticide shall be used in any pesticide program required by this contract in any manner inconsistent with its labeling and all application rates and dilution ratios shall be in strict accordance with manufacturer's recommendation. All pesticides used in the pest control programs covered by this contract shall be properly labeled for the control of the target pests against which they are being used and label instructions shall be strictly adhered to. **All products used must be registered and approved by the State of Connecticut as well as EPA approved.**

**The Contractor shall provide the Westport Public Schools with a copy of the Material Safety Data Sheet (MSDS) for all products to be utilized in the performance of the contract. Also, the Contractor shall provide the Westport Public Schools with copies of labels of all pesticides used for the pest control program.**

The Contractor shall be responsible for the safe use and application of the pesticides used in the pest control programs required under this contract. Protective clothing, equipment and devices shall, as a minimum, conform to the Occupational Safety and Health (OSHA) standards for the products being used.

**All chemicals used shall conform to all Federal, State and OSHA requirements. The chemicals utilized shall be approved and in compliance with existing EPA labeling and the use requirements under the Federal Insecticide, Fungicide and Rodenticide Act and any amendments thereto.**

Complaints and extra service for the pests specified between scheduled visits shall be handled within a twenty-four (24) hour period after notification, and shall be provided at no additional cost to the Westport Public Schools.

The Contractor shall provide services at specified times as requested by the Westport Public School and as outlined by these Specifications. Any scheduling changes must be approved in advance by the Coordinator of Custodial Services or his/her designee. Scheduling changes shall be in the best interest of the Westport Public Schools.

The Contractor shall be responsible for damage and/or injury incurred by the chemicals utilized by the Contractor. The Westport Public Schools shall not be responsible for the repair or replacement of the Contractor's equipment that may be damaged, lost or destroyed in the performance of this contract.

Each bid shall contain a statement of the Contractor's capability. This statement should contain the Contractor's management structure, a listing of the number of employees by category or type, a listing of the number and types of vehicles owned, and the general capability of the Contractor to treat not only the pests covered by this contract, but also those pests excluded, such as termites, carpenter ants, bees, wasps, etc. The statement should also reflect a listing of past contracts performed similar to the services covered by this contract, as well as references. This statement of qualifications will be utilized in conjunction with the prices bid for bid evaluation.

Insect control under this contract is defined as those measures which are necessary to completely suppress the aforementioned insect populations within the Westport Public Schools facilities covered by this contract through the use of properly registered and labeled pesticide products and approved devices.

All insecticidal products used shall be properly registered and labeled for the control of the pests against which the product(s) are being applied. Pesticide products may be applied as surface sprays, following the crack and crevice criteria, dust or baits applied to areas inaccessible to sprays, or space applications using dry fog methods for flying insect control. No pesticide and/or insecticide may be used in any manner inconsistent with its labeling.

During the contract period the facilities covered shall be inspected periodically to determine the effectiveness of the programs in progress. Such inspections shall be jointly made by the Coordinator of Custodial Services, or his/her designee, and a Contractor's representative. The results of said inspections shall be documented in writing and submitted to the Westport Public Schools. The Contractor shall promptly initiate actions to correct all deficiencies found.

Insect Monitors, with the exception of rodent bait stations and automatic Ketch-alls, may be integrated with pesticide programs at no additional charge to the Westport Public Schools.

Areas such as office areas, food preparation areas, food lines, locker rooms, trash rooms, sink rooms, mop rooms, storage areas, toilet rooms, kitchens, loading docks, faculty lounges, pool areas, special education rooms, and home economic rooms are considered to require concentrated attention. Any area that may lend itself to the development of large insect populations shall receive intensive preventive treatments throughout the contract period.

The Westport Public Schools reserves the right to evaluate programs in progress in terms of effectiveness and safety, and to require such changes as deemed appropriate. The Contractor shall take prompt action to correct identified program deficiencies.

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.

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.

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.

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 shall not again be employed on the work.

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.

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.

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.

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 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.

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 or indicated, or on account of the weather, elements, or other causes.

The scheduling of all work associated with this bid shall be coordinated with Craig Schmarr, Supervisor of Building Operations. Mr. Schmarr may be contacted at (203) 341-1296.

## **Safety**

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

## **References**

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

## **Termination**

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

## **Equal Opportunity – Affirmative Action**

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

## **Awards**

The Assistant Superintendent for Business 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.



**VIII.**

**BID FORM (1 of 3)**

**WESTPORT PUBLIC SCHOOLS  
PEST CONTROL SERVICES BID # 17-022-BOE .  
CONTRACT PERIOD: July 1, 2017 through June 30, 2018**

- 1. Coleytown Elementary School \$ \_\_\_\_\_ per year
- 2. Green's Farms Elementary School \$ \_\_\_\_\_ per year
- 3. King's Highway Elementary School \$ \_\_\_\_\_ per year
- 4. Long Lots Elementary School \$ \_\_\_\_\_ per year
- 5. Saugatuck Elementary School \$ \_\_\_\_\_ per year
- 6. Bedford Middle School \$ \_\_\_\_\_ per year
- 7. Coleytown Middle School \$ \_\_\_\_\_ per year
- 8. Staples High School \$ \_\_\_\_\_ per year

**TOTAL FOR ALL EIGHT LOCATIONS** \$ \_\_\_\_\_

Bees, Wasps, Hornets, etc. \$ \_\_\_\_\_ per occurrence

Facilities Dep. As called in as needed \$ \_\_\_\_\_ per visit

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

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

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

**REPRESENTED BY:** \_\_\_\_\_  
*(Name & Title)*





**BID FORM (2 of 3)**

**WESTPORT PUBLIC SCHOOLS  
PEST CONTROL SERVICES BID # 17-022-BOE .  
CONTRACT PERIOD: July 1, 2018 through June 30, 2019**

- 1. Coleytown Elementary School \$ \_\_\_\_\_ per year
- 2. Green's Farms Elementary School \$ \_\_\_\_\_ per year
- 3. King's Highway Elementary School \$ \_\_\_\_\_ per year
- 4. Long Lots Elementary School \$ \_\_\_\_\_ per year
- 5. Saugatuck Elementary School \$ \_\_\_\_\_ per year
- 6. Bedford Middle School \$ \_\_\_\_\_ per year
- 7. Coleytown Middle School \$ \_\_\_\_\_ per year
- 8. Staples High School \$ \_\_\_\_\_ per year

**TOTAL FOR ALL EIGHT LOCATIONS** \$ \_\_\_\_\_

Bees, Wasps, Hornets, etc. \$ \_\_\_\_\_ per occurrence

Facilities Dep. as called in as needed \$ \_\_\_\_\_ per visit

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

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

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

**REPRESENTED BY:** \_\_\_\_\_  
*(Name & Title)*



**BID FORM (3 of 3)**

**WESTPORT PUBLIC SCHOOLS  
PEST CONTROL SERVICES BID # 17-022-BOE .  
CONTRACT PERIOD: July 1, 2019 through June 30, 2020**

- 1. Coleytown Elementary School \$ \_\_\_\_\_ per year
- 2. Green's Farms Elementary School \$ \_\_\_\_\_ per year
- 3. King's Highway Elementary School \$ \_\_\_\_\_ per year
- 4. Long Lots Elementary School \$ \_\_\_\_\_ per year
- 5. Saugatuck Elementary School \$ \_\_\_\_\_ per year
- 6. Bedford Middle School \$ \_\_\_\_\_ per year
- 7. Coleytown Middle School \$ \_\_\_\_\_ per year
- 8. Staples High School \$ \_\_\_\_\_ per year

**TOTAL FOR ALL EIGHT LOCATIONS** \$ \_\_\_\_\_

Bees, Wasps, Hornets, etc. \$ \_\_\_\_\_ per occurrence

Facilities Dep. as called in as needed \$ \_\_\_\_\_ per visit

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

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

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

**REPRESENTED BY:** \_\_\_\_\_  
*(Name & Title)*

**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 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**

X.

**ADVERTISEMENT  
WESTPORT PUBLIC SCHOOLS**



TO: All Interested Bidders  
FROM: Theodore Hunyadi  
DATE: May 22, 2017  
SUBJECT: **SPECIFICATIONS AND BID FORMS  
WESTPORT PUBLIC SCHOOLS  
PEST CONTROL SERVICES BID # 17-022-BOE**

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Sealed bids can be mailed anticipated and will be received in the office of the **Director of School Business Operations, Westport Public Schools, 110 Myrtle Avenue, 3<sup>rd</sup> Floor, Westport, CT** no later than June 2, 2017 at 10:00 am. for **PEST CONTROL SERVICES** as described herein. All bid envelopes shall be marked.

**"BID # 17-022-BOE – PEST CONTROL SERVICES – WESTPORT PUBLIC SCHOOLS".**

Bid packages are available in our website: <http://www.westport.k12.ct.us>  
And  
[State of Connecticut Department of Administrative Services website](#)