

**NEW CANAAN PUBLIC SCHOOLS
Jo-Ann Keating
Office of Director of Finance and Operations
39 LOCUST AVENUE
NEW CANAAN, CT 06840
203-594-4025**

**REQUEST FOR PROPOSAL
RFP #2021-02
Trash & Single Stream Recyclables Collection & Disposal – All Schools**

Notice is hereby given that sealed RFPs on the following will be received at the Office of the Director of Finance and Operations until:

1:00 pm, May 24, 2021

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

**RFP #2021-02
Trash & Single Stream Recyclables Collection & Disposal – All Schools**

Specifications and scope of work are attached.

The Board of Education reserves the right **in its' sole discretion** to reject any and all proposals, 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 New Canaan.

Questions regarding this bid should be directed to Daniel Clarke, Director of Facilities, at 203-822-3162.

NEW CANAAN PUBLIC SCHOOLS

REQUEST FOR PROPOSALS

Contractor Services Associated with:

TRASH & SINGLE STREAM RECYCLABLES COLLECTION & DISPOSAL – ALL SCHOOLS NEW CANAAN, CT

GENERAL

New Canaan Public Schools (NCPS) solicits proposals from LICENSED CONTRACTORS to perform **TRASH & SINGLE STREAM RECYCLABLES COLLECTION & DISPOSAL - ALL SCHOOLS.**

Furnish all materials, equipment, and labor related to scope of work and project specifications. Work is to commence on July 1, 2021.

SCOPE OF WORK

The scope of work, without limiting the generality thereof, consists of furnishing all labor, material, equipment **and proof of insurance required and** necessary to complete the project as indicated on the drawings and as specified.

PROPOSAL AND SUBMITTAL PROVISIONS

Proposal price is to be complete turnkey price.

THE PROPOSALS SHALL INCLUDE:

1. Vendors will submit three (3) sets of their sealed proposal on enclosed PROPOSAL SHEET.
2. Vendors will submit three (3) sets of their qualifications to include:
 - a. A firm background or profile
 - b. A statement of experience
 - c. A statement of staff availability with their experiences and backgrounds. (Ensure that the Project Manager assigned to the job has knowledge of this proposal and is qualified by the membrane manufacturers to direct the effort.)
 - d. A list of any and all proposed subcontractors to be utilized on the project.
 - e. An approximate arrival schedule for each location.
3. Bid security payable to the New Canaan Public Schools in the form of a certified check or payment bond is required for **five percent (5%)** of the amount bid.
4. Vendors must include their standard contract with bid proposal. Vendor standard contract is subject to review and revision by New Canaan Public Schools.

SPECIFICATIONS

RFP #2021-02

TRASH & SINGLE STREAM RECYCLABLES COLLECTION & DISPOSAL – ALL SCHOOLS

Due on or before **May 24, 2021, 1:00 pm** at the office of:

Jo-Ann Keating
Director of Finance and Operations
NEW CANAAN PUBLIC SCHOOLS
39 LOCUST AVENUE, 3rd Floor
NEW CANAAN, CT 06840

Sealed proposals will be received by the Business Department of the New Canaan PUBLIC SCHOOLS of the Town of New Canaan, Connecticut until **May 24, 2021, 1:00 pm**. Each proposal should be clearly marked (example) "[RFP #2021-02 – TRASH & SINGLE STREAM RECYCLABLES COLLECTION & DISPOSAL – ALL SCHOOLS](#)". Specifications, instructions and proposal forms may be obtained at the above address. Faxed copies of the proposal will not be accepted.

CONDITIONS FOR SUBMITTING PROPOSALS

1. The Board of Education reserves the right in its absolute **and sole** discretion to reject any proposal if it is deemed to be in the best interests of the Town of New Canaan, Connecticut, New Canaan Public Schools 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 proposed. In addition, the Board of Education reserves the right to award this project as a package in conjunction with other proposals 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 proposal shall be conclusive evidence that the vendor can satisfactorily fulfill all requirements of the RFP specifications and any controlling conditions which may exist.
4. Vendors may not withdraw their proposal for a period of 120 days from the date of RFP opening. The Board of Education and the vendor may mutually agree to extend the time limit.
5. In determining the ranking of responsible vendors, the Board of Education may consider, in addition to price, the quality, availability and type of items, the experience of the vendor, the sufficiency of the financial resources of the vendor and the reputation of the vendor for ability, integrity, judgment and performance, as well as the ability of the vendor 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 responses 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 proposal. 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 New Canaan supports efforts to reduce the use of illegal drugs in the workplace. In instances where responsible prospective bidders submit identical tie bids, preference shall be given to the businesses with drug-free workplace programs. Whenever two or more proposals 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 proposed, a proposal received from a business which has certified that it has implemented a drug-free workplace program shall be given preference in the award process. The drug-free workplace program certification is attached and is to be submitted with the proposal package by the vendor along with other proposal documents in order to receive preference. This policy shall become effective in accordance with the provisions of the Charter of the Town of New Canaan regarding proposal procedures.
9. **ALTERNATIVES:** When proposing an alternate item, indicate the Brand and Model identification on the specification sheets. To have alternates considered, complete specifications must be provided and catalogues describing the product must accompany the bid. The New Canaan Public Schools reserves the right to request equipment samples on specific items.
10. **SUBSTITUTIONS:** **No substitutions**

The New Canaan Public Schools reserves the right to request equipment samples on specific items.
11. **FORM AND STYLE OF PROPOSAL:** All blanks on the Proposal Sheet, except where otherwise requested, shall be filled in by typewriter or manually in ink and must be completely legible.
12. **WARRANTIES:** Whenever an item or service is covered by a specified product or service warranty, such warranties must be submitted with the official proposal or quotation specification sheets. All such warranties shall inure to the benefit of the Board.
13. **INSURANCE REQUIREMENTS:** The successful vendor will be required to purchase from and maintain, for the life of the contract **and the terms of the contract** , from a company or companies with an A.M/Best rating of A- (VII) or better, such insurance as will protect **and indemnify** the Town of New Canaan and the Board of Education from claims set forth below which may arise out of or result from the vendor's obligation **and performance** under the Contract, whether such obligation is the vendor's or a subcontractor or any person or entity directly or indirectly employed by them.
14. **WORKER'S COMPENSATION:**
Vendor shall purchase statutory workers compensation insurance required by law with employer's 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.

15. **Commercial General Liability Insurance:**

Vendor shall **obtain and** provide **proof of** commercial general liability insurance policy with an edition of 1986 or later including products and complete operations. Limits should be at least: Bodily injury and property 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, and an extended reporting period of three years post termination of agreement is required for any policy/coverage written on claims-made policy.~~

- The policy shall name the **Town and the** New Canaan Public Schools as an additional insured and include ISO Form CG2010 (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 Board of Education and the Town of New Canaan.
- All policies shall contain a waiver of subrogation in favor of the Town of New Canaan and the Board of Education, including worker's compensation.
- 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 approval by the Board of Education.

16. **Commercial Automobile Insurance:**

Vendor shall provide commercial automobile insurance for any leased, **non owned** and 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 of New Canaan and the Board of Education as an additional insured.

17. **Umbrella Liability Insurance:**

Vendor shall provide an umbrella or excess liability policy (without restriction or limitation). Such policy shall contain limits of liability in the amount of \$5,000,000 each occurrence and \$5,000,000 in the aggregate.

As to the insurance required, the insurer(s) and/or their authorized agents shall provide the Board of Education certificates of insurance prior to execution of the agreement by the Board of Education describing said coverage.

Pollution insurance:

Vendor shall purchase and maintain pollution coverage in the minimum amount of 1 million dollars.

18. All policies shall be primary and non-contributory. All policies, except workers compensation, require the Town of New Canaan and the Board of Education as additional insureds.
19. Any contractors/subcontractors engaged by vendor are subject to these same insurance requirements.
20. **QUESTIONS:** For questions regarding the proposal process, contact Jo-Ann Keating, Director of Finance and Operations, at (203) 594-4025.
For questions regarding the project, contact Daniel Clarke, Director of Facilities, at 203-822-3162.

NOTE: By submitting a proposal for this contract the vendor agrees that any or all past clients may be contacted by the New Canaan School District. The vendors quoting on this contract also agree, **to the fullest extent permitted by law**, to **hold harmless**, release and discharge by quoting on this contract for the vendor him/herself, his/her heirs executors administrators and assigns, release acquit and forever discharge the Town of New Canaan and the New Canaan School System, its Board of Education and all employees and any or all other persons, firms and corporations of and 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 growing out of any former client contacted by the New Canaan School System to obtain an opinion regarding any work performed by your company. The above release shall also include and apply to any former client contacted, to the fullest extent permitted by law.

TERMS AND CONDITIONS

THIS IS A REQUEST FOR PROPOSALS AND THE NEW CANAAN PUBLIC SCHOOLS RESERVES THE RIGHT **IN ITS SOLE DISCRETION TO NEGOTIATE AND CONTRACT WITH ANYONE OR NO ONE IN THE BEST INTERESTS OF THE TOWN.**

NCPS RESERVES THE RIGHT TO AWARD ONE, TWO, OR ALL OF THE PROJECTS TO THE SAME CONTRACTOR.

Unless otherwise modified, the following terms and conditions will apply to services rendered. The respondent may use a standard form of agreement incorporating the following provisions.

Services to be Provided

The winning vendor shall provide services as set forth in the RFP and in accordance with the terms identified herein. The services provided will be performed on behalf of and solely for the New Canaan Public Schools and any information, tests, reports, correspondence, and conclusions shall not be released to other parties unless authorized by NCPS or in accordance with any applicable state or federal law.

Billing and Payment

New Canaan Public Schools will pay the winning vendor for services performed in accordance with the signed Agreement. Invoices will be submitted periodically or upon completion of services rendered. The Town reserves the right to request substantiating information on any bill submitted. The Town will, within 30 days after receipt of an invoice requesting payment, and with the approval of the Town, indicate the approval of payment and process the invoice or indicate to the winning vendor in writing, the reason for refusing to approve said invoice. In the latter case, the winning vendor will make the necessary corrections and resubmit the invoice.

Court Litigation and Waiver of Jury Trial

Notwithstanding the existence of any provision for arbitration of disputes in the contract or any legislation providing for arbitration, any dispute arising under this contract shall not be submitted to arbitration and the parties shall be left to the remedies at law. It is further expressly agreed that both parties waive and relinquish their right to a trial by jury of any dispute arising out of this contract. The intent of the parties is not to have a jury decide any aspect of any dispute which may arise under this contract.

Mediation

All claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be submitted to non-binding mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate its representative and shall meet at the New Canaan Town Hall within ten (10) days after the service of notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

Should the parties themselves be unable to agree on a resolution of this dispute, then the parties shall appoint a third party, who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Each party shall pay the fees and expenses of the party mediator and such costs shall be borne equally by both parties. Upon agreement of the parties, either party may waive the first step in the mediation process and appoint a mutually acceptable mediator.

**Appendix A
INSURANCE PROCEDURE
NEW CANAAN PUBLIC SCHOOLS
NEW CANAAN, CT**

PLEASE NOTE:

RETURN THIS COMPLETED FORM WITH YOUR PROPOSAL. FAILURE TO DO SO MAY RESULT IN YOUR PROPOSAL BEING REJECTED.

Please take the insurance requirements of the PROPOSAL to your agent/broker immediately upon receipt of the RFP documents to determine your existing coverage and any costs for new or additional coverage required for the work noted in RFP. Any PROPOSALS's that contain exceptions to the insurance requirements may be considered non-responsive and may be rejected.

STATEMENT OF VENDOR:

I have read the insurance requirements for this work and have taken the documentation to my insurance agent/broker. BID/RFP cost reflects any additional costs relating to insurance requirements for this work.

If I am awarded this CONTRACT, I or my insurance agent shall submit all of the required insurance documentation and a certificate of insurance to NEW CANAAN PUBLIC SCHOOLS Business Office within ten (10) days after the date of the award.

Signature

Date

Print Vendor Name