

**REGIONAL SCHOOL DISTRICT 13  
INVITATION TO SUBMIT PROPOSALS  
RFP 2023-005**

The Regional School District 13 hereby invites the submission of sealed Proposals for:

**TRASH REMOVAL SERVICES**

beginning in July 1, 2023 school year, for a three (3) year term. The Proposals will be received at the Office of the Superintendent of Schools, Regional School District 13, Durham, CT until 10:00 a.m. on May 16, 2023, at which time they will be publicly opened and read aloud.

Specifications and other information may be obtained on and after April 10, 2023 at the Office of the Superintendent, 135A Pickett Lane, Durham, CT or online at [rsd13ct.org](http://rsd13ct.org).

Kimberly Neubig  
Director of Finance  
Regional School District 13

**REGIONAL SCHOOL DISTRICT 13**  
**PROPOSAL NUMBER 2023-005 – TRASH REMOVAL SERVICES**  
**INSTRUCTIONS TO PROPOSERS**  
**ISSUED: April 10, 2023**

I. Definitions

- A. "Addendum" means written documents issued by the District prior to the date and time in Article IIE which modify these Instructions to Proposers by additions, deletions, clarifications or corrections.
- B. "Proposal" means a submission by a Proposer to provide services that conform to the Proposal Documents.
- C. "Proposal Documents" means the Invitation to Submit Proposals and these Instructions to Proposers, all exhibits attached hereto, and any Addendum.
- D. "Proposal Price" means the price, as shown on Exhibit A and Exhibit A-1, at which the Proposer offers to perform the work described in the Proposal Documents.
- E. "Proposer" means the person or entity who submits a Proposal.
- F. "District" means the Regional School District No. 13.
- G. "Contract" means the document that the Contractor executes with the Board of Education of the District to provide the scheduled trash removal services, in the form of Exhibit B, attached hereto and made a part hereof.
- H. "Contractor" means the Proposer who is selected by the Board of Education of the District to provide the scheduled trash removal services and executes the Contract.
- I. "Invitation to Submit Proposals" means the published notice of the acceptance of Proposals.

Unless otherwise defined, these definitions shall apply to the Proposal Documents and the Contract.

II. Proposal Instructions

- A. Proposals shall be received from Proposers for the furnishing of all vehicles, personnel, equipment, containers, maintenance, cleaning and other services necessary to perform the scheduled trash removal services described in Article IV.

- B. When executed and submitted by Proposer, the Proposer acknowledges it has full knowledge of and agrees with the general specifications, conditions and requirements of the Proposal Documents.
- C. Proposals must be mailed or delivered to the District's Director of Finance in an envelope clearly marked "Trash Removal."
- D. The Proposer must submit its Proposal in a sealed envelope marked with the Proposer's name and address in the upper left hand corner. The sealed envelope is to be plainly marked in the lower left hand corner with the name of Proposal, the Proposal number and the opening date and time.
- E. The Proposals shall be submitted no later than Tuesday, May 16, 2023 at 10:00 am. Proposals will be received at the offices of the Regional School District No. 13, 135A Pickett Lane, Durham, Connecticut 06422. Proposals received later than that date and time will not be considered and will be returned unopened. Amendments to or withdrawals of Proposals received later than that date and time will not be considered. No proposals may be submitted by email.
- F. The Proposer shall submit 1 original and 1 copy of the Proposal.
- G. The Contractor shall comply with the laws, rules, regulations and policies of federal, state, and local governments. It shall be the responsibility of the Contractor to ensure that all personnel employed are familiar with all of the aforesaid laws, rules, regulations and policies as well as the contents of any manual or other rules, regulations and policies which the District might publish.
- H. The Board of Education of the District reserves the right to waive technical defects in Proposals, to reject any and all Proposals, in whole or in part, and to make such awards, in whole or in part, including accepting a Proposal or a part of the Proposal, although not the low Proposal, that in its judgment will be in the best interest of the District.
- I. Each Proposer is responsible for making sure it gets the information it needs to make a responsible Proposal that allows it to execute the Contract if it is awarded the Contract. Information requests are to be made by email to Patricia Smith psmith@rsd13.org prior to the end of business on Monday, May 8, 2023. An information request does not in any way diminish a Proposer's responsibility to get the information it needs to make a Proposal.
- J. Any modification to the Proposal Documents will be made by Addendum. Any Addendum will be posted on the district website at rsd13ct.org. It is the responsibility of the Proposer to review the addendum. Any Proposer questions will be posted on the district website. It is the responsibility of the Proposer to review the questions.

### III. Proposal Requirements

- A. The Proposal shall be submitted with all of the information described in this Article III.
- B. All Proposers must read and execute the Affirmative Action Memorandum, in the form of Exhibit C, attached hereto and made a part hereof.
- C. All Proposers must read and fill out the reference check form attached as Exhibit D ("Reference Check"). The Proposer, by submitting a Proposal, hereby authorizes the District or its authorized agent to contact such references listed on the Reference Check without obtaining any other consent from the Proposer. Such Reference Check is incorporated into and made a part of this Proposal.
- D. Each Proposer must declare that this Proposal is made without any connection with any other person or entity making any proposal for the same services, that it is in all respects fair and without collusion or fraud and that no person acting for or employed by the District is directly or indirectly interested in the Proposal or in the services to which it relates, or in any portion of the profits therefrom, in the form attached as Exhibit E, attached hereto and made a part hereof.
- E. Each Proposer must fill out the "Proposal Form" in the form of Exhibit A and A-1.

### IV. Scope of Work

- A. The scheduled trash removal services requested in these Proposal Documents covers all vehicles, personnel, equipment, containers, maintenance, cleaning and other services required to complete the scheduled trash removal services, and shall also incorporate any other labor, materials, supplies, overhead, taxes and profit of the Proposer, and the Proposal Price shall be "all-inclusive." The District shall be responsible for no other charges other than the prices set forth on Exhibit A and A-1.
- B. The period of the Contract shall be for an approximately three (3) year period commencing on a date to be agreed upon by the District and the successful Proposer, but not later than July 1, 2023, and terminating June 30, 2026, with the District's option to extend the Contract for two additional one year periods, provided all existing terms and conditions remain in place.

- C. The successful Proposer must execute the Contract in the form attached as Exhibit B. The terms, conditions and provisions of the Contract are incorporated into and made a part of this Proposal. **Each Proposer should be thoroughly familiar with all the terms, conditions and provisions of the Contract.**
  
- D. The current trash equipment/removal schedule is attached as Exhibit F. The successful Proposer shall provide the scheduled trash removal services to the locations, use the containers, and remove the materials at the frequency described in Exhibit F, unless otherwise agreed to by the District. The scheduled days shall be designated by the District.

**CERTIFICATION:**

The Proposer has read and understood the Proposal Documents, INCLUDING ALL EXHIBITS, which are Exhibit A through Exhibit F, all attached hereto and made a part hereof, and the following addendum: \_\_\_\_\_ (if any. If none, state "None"), and the Proposal conforms to the terms and conditions of the Proposal Documents.

I hereby certify, as an officer of \_\_\_\_\_, that, as the Proposer under these Proposal Documents, all of the information and material supplied to the District as required by these Proposal Documents are complete and true. I, as an officer of \_\_\_\_\_, understand that all of the terms and conditions of these Proposal Documents shall be included in the Contract executed with the District, if awarded the Contract. I, as an officer of \_\_\_\_\_, further understand that any information that is found to be incomplete or false or, any attempt to mislead the District is discovered, either during the evaluation or subsequent to any award may result in the disqualification of the Proposal or the immediate termination of the Contract.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Notary Public \_\_\_\_\_ [Seal]

**Proposer Information**

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

**EXHIBIT A**

**PROPOSAL FORM**

The undersigned, having become thoroughly familiar with the terms and conditions affecting the performance and costs of the scheduled trash removal services, hereby proposes and agrees to fully perform the scheduled trash removal services within the time stated and in strict accordance with the Proposal Documents and the "Contract for Services," including furnishing any and all labor and materials, and to do all of the scheduled trash removal services required to complete said scheduled trash removal services in accordance with the Proposal Documents and the "Contract for Services," for the following sum of money:

Year 1         \$ \_\_\_\_\_ per month

Year 2         \$ \_\_\_\_\_ per month

Year 3         \$ \_\_\_\_\_ per month

Additional proposal items:

20 yard roll-off dumpster mixed debris

Pick-up and delivery                     \$ \_\_\_\_\_  
Cost per/Ton for disposal                 \$ \_\_\_\_\_/Ton

30 yard roll-off dumpster mixed debris

Pick-up and delivery                     \$ \_\_\_\_\_  
Cost per/Ton for disposal                 \$ \_\_\_\_\_/Ton

Cost for additional pick-ups for each category per school                     Please provide pricing on EXHIBIT A-1

Signed: \_\_\_\_\_  
\_\_\_\_\_

Proposer's Name

By: \_\_\_\_\_

Name

\_\_\_\_\_

Title

\_\_\_\_\_

Street

\_\_\_\_\_

City/State     Zip

\_\_\_\_\_

Date

**EXHIBIT A-1**

<b>SCHOOL</b>	<b>ADDRESS</b>	<b>CONTAINER</b>	<b>MATERIAL</b>	<b>COST PER EXTRA PICK UP</b>
Frank Ward Strong	191 Main Street	6 yard	trash	
	Durham, CT	4 yard	cardboard	
		4 totes	Single Stream Recycling	
Memorial Middle	124 Hubbard St	4 yard	trash	
	Middlefield, CT	4 yard	cardboard	
		4 totes	Single Stream Recycling	
Frederick Brewster	126 Tuttle Road	6 yard	trash	
	Durham, CT	3 yard	cardboard	
		2 totes	Single Stream Recycling	
John Lyman	106 Way Road	4 yard	trash	
	Middlefield, CT	4 yard	cardboard	
		4 totes	Single Stream Recycling	
Coginchaug High	135 Pickett Lane	8 yard	trash	
	Durham, CT	6 yard	cardboard	
		10 totes	Single Stream Recycling	



## EXHIBIT B

### 1. SAMPLE CONTRACT FOR SERVICES

This CONTRACT FOR SERVICES (“Contract”) is made as of this \_\_\_ day of \_\_\_\_\_, 2023, by and between the BOARD OF EDUCATION OF REGIONAL SCHOOL DISTRICT NO. 13, hereinafter called the “District,” and \_\_\_\_\_, hereinafter called the “Contractor.”

### 2. WITNESSETH

WHEREAS, the District wishes to obtain the following services: weekly trash removal services (the “Services”); and

WHEREAS, the District accepted bids for the provision of the Services and awarded the Contract to Contractor on \_\_\_\_\_; and

WHEREAS, the Contractor is ready, willing and able to provide the required Services sought by the District and has accepted the award of the Contract.

NOW, THEREFORE, in consideration of the mutual promises and covenants of the parties hereto, the District and the Contractor mutually agree as follows:

#### I. TERM

- A. The term of this Contract shall be for a period of approximately three (3) years beginning on July 1, 2023 and terminating on June 30, 2026 (the “Term”). The District may extend the Contract for up to two (2) additional one year periods, which extension shall be evidenced by an amendment to this Contract.

#### II. SCOPE OF WORK

- A. The Contractor agrees that it will perform the Services described on Exhibit A, attached hereto and made a part hereof. In the event that the District elects to close a school during the Term (and no longer requires Services for such school), the District and the Contractor agree to negotiate a proportionate price reduction for the reduction on the Services required under this Contract.
- B. The Contractor shall furnish Services including personnel, supervision, vehicles, equipment, containers, maintenance, cleaning and other services required to fully complete the Services.
- C. The Contractor shall provide a contact person who will handle the administration of the Services to the District.

### III. PAYMENT AND COMPENSATION

- A. The District agrees to make payments to the Contractor as follows: \$ \_\_\_\_\_ per month for year 1, \$ \_\_\_\_\_ per month for year 2 and \$ \_\_\_\_\_ per month for year 3, billed monthly for Services performed in the prior month to be paid within thirty (30) days after receipt of an invoice for Services. In the event that the District elects to extend the Contract, the parties shall agree upon the pricing during each additional year of the Contract, which shall be stated in the amendment extending this Contract.
- B. The parties agree that no other payments shall be made to the Contractor who shall furnish all of the labor, materials, vehicles, equipment, permits and licenses and other facilities necessary to provide the Services required, including the staff and other services necessary for the proper performance of the Contractor's duties.

### IV. PERSONNEL

The Contractor agrees that all personnel performing Services under this Contract ("Personnel") shall be in compliance with all local, state and federal laws, rules and regulations.

### V. INDEMNIFICATION

The Contractor shall indemnify, defend and hold the District and its officers, employees and agents harmless from any and all loss, liability, damage, penalty, expense or fee, including attorneys' fees, or other costs or obligations which result from, or arise out of any claim, lawsuit, demand, settlement or judgment brought against the District or its officers, employees or agents in connection with the performance of Contractor, any employee, agent or personnel or breach of the obligations of Contractor, any employee, agent or personnel under this Contract.

### VI. LAWS

The Contractor shall comply with the laws, rules, regulations and policies of federal, state, and local governments. It shall be the responsibility of the Contractor to ensure that all personnel employed are familiar with all of the aforesaid laws, rules, regulations and policies.

### VII. INSURANCE

- A. The Contractor has provided prior to the execution of this Contract, will provide during each year of this Contract, prior to July 1, and will replace twenty (20) days prior to the renewal date, at its own cost and expense, Certificates of Insurance written by sureties or insurers licensed in the State of Connecticut to the

District. All certificates shall be approved by the District prior to commencement of the services under this Contract. The Contractor shall maintain insurance of the kinds, and in the amounts specified hereunder. Such Certificates of Insurance shall contain a provision that the District and its respective agents and employees are "Additional Insureds" on all policies. In addition, the District shall be given thirty (30) calendar days' advance notice by certified mail, return receipt requested, or by hand delivery, of any change to or cancellation of any or all insurance policies required under this Contract.

- B. The policies required under this Contract shall be with an insurance company with an AM Best Rating of A-VII or better licensed to write such insurance in the State of Connecticut and acceptable to the District.
- C. If, at any time, any of the insurance policies shall be or become unsatisfactory to the District in form or substance, or if the surety or insurer issuing any such policies is unsatisfactory to the District, the Contractor shall promptly obtain a new policy and submit a Certificate of Insurance to the District for approval.
- D. The failure of the Contractor to maintain the required insurance or to furnish or deliver the insurance certificates shall give the District the right, at its election, to terminate the Contract in accordance with Article VIII hereof.
- E. The policies of insurance shall include, but not be limited to, the following:
  - 1. The Contractor shall provide and maintain in force for the full term of the Contract Workers' Compensation Insurance in accordance with the statutory requirements of the State of Connecticut.
  - 2. The Contractor shall maintain general liability insurance for bodily injury and property damage liability combined single limit of not less than \$1,000,000 and an aggregate limit of not less than \$2,000,000, with additional umbrella coverage of not less than \$3,000,000.
  - 3. The Contractor shall maintain automobile liability insurance for bodily injury and property damage liability combined single limit of not less than \$2,000,000.
- F. The Contractor and its insurers shall waive all rights of subrogation against the District and its officers, agents, servants and employees for losses arising from work performed under the Contract.

#### VIII. DEFAULT AND TERMINATION OF CONTRACT

- A. If, at any time during the term of the Contract, the Contractor, in the sole discretion of the District; (a) has failed to provide the level of services required under the Contract; (b) has failed to fulfill services required in accordance with

agreed schedules; (c) has become insolvent; (d) makes an assignment for the benefit of creditors; (e) files a voluntary petition in bankruptcy; (f) is subject to an involuntary petition in bankruptcy not discharged within thirty (30) days; (g) abandons the work; (h) subcontracts, assigns, transfers, conveys or otherwise disposes of its obligations under the Contract other than as provided herein; (i) fails to provide the insurance required under Article VII; or (j) fails to comply with any other term or condition contained in the Contract, the District shall have the right to terminate the Contract upon written notice to the Contractor.

- B. The above remedies are in addition to any other remedies the District may have.
- C. In the event of Contract termination by the District, the District's payment obligation shall cease as of the final date on which services in accordance with this Contract are last performed by the Contractor.

#### IX. INDEPENDENT CONTRACTOR

The Contractor shall not be held or deemed in any way to be the agent or employee of the District. It is the intention of the parties that the Contractor shall be and is to be considered an independent contractor.

#### X. NO ASSIGNMENT

No part of this Contract shall be assigned or subcontracted without the prior written approval of the District.

#### XI. PROPOSAL DOCUMENTS

The proposal documents, including the Invitation to Submit Proposals, Instructions to Proposers and all appendices executed by Contractor, dated \_\_\_\_\_, 2023 (the "Proposal") are specifically incorporated into this Contract and attached as Exhibit B.

#### XII. MISCELLANEOUS

- A. If any provision of this Contract is subsequently found to be illegal or invalid, all unlawful provisions shall be deemed stricken from this Contract and shall be of no effect and the remaining provisions shall not be affected thereby and shall remain in full force and effect.
- B. This Contract and all Exhibits attached hereto constitute the full and complete agreement of the parties hereto and shall be binding upon their respective permitted successors and assigns.
- C. This Contract shall be governed by, and construed and enforced in accordance with, the laws of the State of Connecticut without regard to its conflicts of laws principles.

D. Notices, requests, demands and documents required or desired to be given hereunder shall be in writing and delivered (i) personally (ii) by a nationally recognized overnight delivery service or (iii) by deposit into the United States mail, postage prepaid, certified or registered mail, addressed to the party at the following addresses or at such other address as notice thereof may have been given pursuant hereto:

To District:

Regional School District No. 13  
135A Pickett Lane  
Durham, Connecticut 06422  
Attention: \_\_\_\_\_

To Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

E. No failure by District to insist upon the strict performance of any agreement, term, covenant or condition hereof, or to exercise any right or remedy consequent upon a default thereof, shall constitute a waiver of such default and shall not be deemed to be a waiver of a subsequent default of such term, covenant or condition.

IN WITNESS WHEREOF, the parties hereto have set their hands by their duly authorized representatives at \_\_\_\_\_, CONNECTICUT, the \_\_\_\_ day of \_\_\_\_\_, 2023.

CONTRACTOR  
\_\_\_\_\_

BOARD OF EDUCATION OF  
REGIONAL SCHOOL DISTRICT  
NO. 13

By \_\_\_\_\_  
\_\_\_\_\_

By \_\_\_\_\_  
\_\_\_\_\_



**EXHIBIT B TO THE CONTRACT  
EXECUTED PROPOSAL DOCUMENTS**

**(UPON ISSUANCE OF CONTRACT)**

**EXHIBIT C**

**AFFIRMATIVE ACTION MEMORANDUM**

TO: All Vendors

SUBJECT: Affirmative Action

Regional School District No. 13 (the "District") is an Equal Opportunity Employer. Regional School District No. 13 has made it a matter of policy that it will not transact business with firms which are not in compliance with all Federal and State Statutes and Executive Orders pertaining to non-discrimination.

A copy of the District Affirmative Action Statement is available on our website.

In order to have your firm listed on our acceptable vendor's list and thereby be eligible for consideration as a source for goods and services, please complete and return the following Statement of Policy to us.

**STATEMENT OF POLICY**

It is the employment policy of \_\_\_\_\_ that there shall be no discrimination against anyone on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, physical disability or sexual orientation in the hiring, upgrading, demotions, recruitment, termination and selections for training.

In addition, this form is in full compliance with the letter and intent of the various Equal Employment Opportunities and Civil Rights Statutes noted above.

_____	_____
Date	Signed (Name/Title of Company Officer)
_____	_____
Telephone Number	Street Address
_____	_____
Fax Number	City/State



**EXHIBIT D**

**REFERENCE CHECK**

Please provide three (3) references:

1. \_\_\_\_\_  
Company Name  
  
\_\_\_\_\_  
Contact Person  
  
\_\_\_\_\_  
Telephone Number  
  
\_\_\_\_\_  
Period of Contract
2. \_\_\_\_\_  
Company Name  
  
\_\_\_\_\_  
Contact Person  
  
\_\_\_\_\_  
Telephone Number  
  
\_\_\_\_\_  
Period of Contract
3. \_\_\_\_\_  
Company Name  
  
\_\_\_\_\_  
Contact Person  
  
\_\_\_\_\_  
Telephone Number  
  
\_\_\_\_\_  
Period of Contract



